



AGENDA: REGULAR SESSION

WEDNESDAY, FEBRUARY 6, 2019

WASCO COUNTY BOARD OF COMMISSIONERS

WASCO COUNTY COURTHOUSE, RM #302, 511 WASHINGTON ST, THE DALLES, OR 97058

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

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

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

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

9:00 a.m.	CALL TO ORDER 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 <u>Discussion Items</u> (<i>Items of general Commission discussion, not otherwise listed on the Agenda</i>) <u>Sheriff's Report</u> ; <u>Pacific Source Letter of Support</u> ; <u>Personal Services Agreement</u> ; <u>Letter Supporting HB2772</u> ; <u>Dispute Resolution Coordinator</u> ; <u>County Closure Order</u> ; <u>Appointments</u> ; <u>SWPRD Amendment</u> Consent Agenda (<i>Items of a routine nature: minutes, documents, items previously discussed.</i>) <u>Minutes: 1.26.2019 Regular Session</u> ; <u>Reappointments</u>
9:30 a.m.	<u>Wasco County Audit Report</u> – Pauly Rogers & Company
9:45 a.m.	<u>District Meetings</u>
10:15 a.m.	<u>Youth Think: Agreements/Grant Applications</u> – Debby Jones
10:30 a.m.	<u>GIS Fee Waiver Request</u> – Tycho Granville
10:40 a.m.	<u>All-day Staff Training</u> – Nichole Biechler/Arthur Smith
10:50 a.m.	<u>Planning – Reimbursement Agreement</u> – Will Smith
11:00 a.m.	<u>Community Enhancement Projects</u> – Carrie Pipinich
11:20 a.m.	<u>Budget Adjustment</u> – Mike Middleton
11:30 a.m.	<u>Griffith Reversionary Interest</u> – Kristen Campbell
	BREAK
2:00 p.m.	<u>Work Session</u> – Room B08 (Deschutes Conference Room)
	COMMISSION CALL
	NEW/OLD BUSINESS
	ADJOURN



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PRESENT: Steve Kramer, Chair
Scott Hege, Vice-Chair
Kathy Schwartz, County Commissioner

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

At 9:05 a.m. Chair Kramer opened the Regular Session with the Pledge of Allegiance. Changes to the Agenda:

- Add North Central Public Health District Board Appointment – Celeste Hill-Thomas
- Correction to County Closure Order – addition of District Attorney's hours

Discussion List – SWPRD OSMB Grant Agreement Amendment 1

South Wasco Park and Recreation District (SWPRD) President Brian Manning explained that last year the District received grant awards from the Oregon State Marine Board (OSMB) and Oregon Department of Fish and Wildlife (ODFW) but bids for the boat ramp projects came in higher than the grant awards. OSMB has written the specifications for the project and approved an additional \$25,000 in funding for a total of \$60,000. ODFW has awarded approximately \$160,000. The north and south boat ramp projects have now been combined into one project which will reduce permitting fees. SWPRD Secretary Valerie Manning noted that this is the third year they have worked to move the project forward; if unsuccessful this year, they will not pursue it further.

Mr. Manning said that the amendment acknowledges the increased funding and extended timeline. Commissioner Schwartz asked if they would be charging fees. Mr. Manning replied that they have an agreement with the Badger Irrigation District preventing them from charging fees; they do, however, have donation

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boxes.

Commissioner Schwartz asked if this level of grant funding will be enough to complete the project. Mr. Manning stated that a similar project in a neighboring county was bid at \$500 per linear foot; bids on this project last year came in at \$900 per linear foot. He explained that some of that was due to the late-season bid process and the complicated nature of the project. This time, bid requests will go out early and the project has been simplified – hopefully, that will lower the project bids to bring them within the budgeted amount. He noted that the Pine Hollow Reservoir is a major economic driver for the southern part of Wasco County.

{{{Vice-Chair Hege moved to approve Amendment 1 to the Boating Facility Grant Intergovernmental Agreement 1607 between South Wasco Park and Recreation District, Oregon State Marine Board and Wasco County. Commissioner Schwartz seconded the motion which passed unanimously.}}}}

Discussion List – Sheriff's Report

Sheriff Lane Magill commented that his department is still short-staffed and continues to conduct interviews. One deputy will be sworn in today – Tyler Williams from Gresham. He reported that one candidate is just finishing the background process with another just starting that process. He added that he and Chief Deputy Williams are working on the department budget.

Commissioner Schwartz asked where they are for staffing. Sheriff Magill replied they are down by five deputies with another leaving at the end of the month. He said he is looking at restructuring the department; they are currently conducting a staffing audit which he hopes to have completed in two to four weeks with a new structure in place a month or so later.

Vice-Chair Hege asked if HR Answers is working with them. He said that they have been but their results are not always in line with their own research.

Sheriff Magill said that the agreement with Oregon Park and Recreation is back in place with a five-year extension – it is a seasonal position. He said that his department will not be providing marine services this year; OSMB will sign an agreement for Hood River to provide those services on behalf of Wasco County. He pointed out that the Hood River deputies will not be our employees; we will contract for their services.

Vice-Chair Hege asked if that is primarily for the Columbia River. Sheriff Magill replied that the Columbia is not that busy of a waterway and can be covered by

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OSP, Hood River and Tribal patrols. He said that we have to concentrate on Pine Hollow after July 1st and the Deschutes River. He said that we have had low precipitation this year so some of the smaller lakes will be too low to be used.

Commissioner Schwartz asked if this work is all on the water. Sheriff Magill responded that some of it is but they mostly do shore patrol.

Mr. Stone noted that those positions were funded by other agencies; if we add it back, it will be adding an employee. Sheriff Magill said that he has already opened those discussions with Finance Director Middleton.

Sheriff Magill concluded by announcing that the ATVs for Search and Rescue have been purchased and are being outfitted.

Discussion List – Pacific Source Letter of Support

Sheriff Magill asked if the letter binds the County to use Pacific Source or if there is a bid process. He said that he has recently heard there may be some issues with Pacific Source being able to provide drug and alcohol treatment for our clients. He said that other CCO's seem to provide a broader level of service; they have state-wide opportunities. He said that one of the biggest focuses is dual diagnosis for drug/alcohol and mental health. He said that we need to provide a higher level of service – we do not provide adequate mental health treatment and need good long-term treatment for drug and alcohol addictions. He said he would be happy to help with the research for other options.

Commissioner Schwartz asked what the process is for CCO selection. Vice-Chair Hege replied that it is a State process through the Oregon Health Authority. Commissioner Schwartz asked if we know when they make that selection. Vice-Chair Hege said that it will be soon and is an open process. He said that there are some other organizations expressing interest in becoming our CCO. The first time we went through this process it was a regional decision. He said that we can provide multiple letters of support.

Further discussion ensued with consensus to table the discussion for later in the day after Mr. Stone is able to gather more information.

Agenda Item – Audit Report

Ken Allen with Pauly Rogers & Company presented the 2017/2018 Fiscal Year Audit Report stating that the audit was designed to comply with Government Accounting Standards Board and all other required auditing standards and resulted in an unmodified, clean opinion. The single audit for federal funding

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found no questions of costs or finding for the SRS program. The Oregon Municipal Audit found no issues for comment and no disagreements with staff. He commended county staff for preparation of the financial statements – a big job - which is the first time Wasco County has taken on that responsibility.

Mr. Allen went on to explain that the new accounting standard requires actuarial evaluation for buy back into the insurance program by retirees. The value of the difference between the buy back and market prices is counted as a subsidy and reported in the audit.

Mr. Allen continued to review the highlights in the audit report. He noted that there is a healthy balance of \$7.4 million in unassigned fund balance. Vice-Chair Hege asked if there is any approach or policy that he could recommend as a target unassigned fund balance. Mr. Allen replied that three to six months of expenditures in the fund balance at any given time would be a generic policy. He said that doesn't account for any anticipated purchases. Mr. Middleton noted that we have about six months of operating expenses – wages and materials and services.

Mr. Stone said he wants to acknowledge the Finance Department for the accomplishment of getting a clean audit especially in their first year of preparing the financial statement.

Chair Kramer recessed the session at 9:43 a.m. to open District meetings.

The session reconvened at 9:58 a.m.

Discussion List – Pacific Source Letter of Support

Mr. Stone reported that Pacific Source submitted the only letter of intent to apply for our region – letters of intent were due by February 1, 2019. He said we need to submit the letter of support to set our expectations for service. He said that they also submitted for Gilliam and Sherman County. The applications are due by April 22, 2019.

Commissioner Schwartz suggested we invite Coco Yakley to come talk to the Board regarding their plans to address the mental health issues.

Community Corrections Manager Fritz Bachman commented that a lot of it has to do with Mid-Columbia Center for Living and the care provided when the rubber meets the road. In this context, the letter makes sense. He said that his challenge is access to service with MCCFL. Commissioner Schwartz stated that she believes that the CCO is aware of the challenge.

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Vice-Chair Hege asked if this is primarily an issue of having beds or is it more across the board; commenting that access is a problem because beds just do not exist. He asked if it includes day to day services. Mr. Bachman replied that in October he wrote a seven-page white paper outlining all the difficulties Community Corrections has experienced with MCCFL including:

- Open access which creates a bottle-neck to service
- Communication challenges
- Not accepting private insurance or sliding scale billing
- Rejecting outside certified assessments
- Treating individuals at a lower level than assessed
- Apparent internal process gaps
- Inconsistent information
- Consistent lack of follow through for chronic cases which results in client incarceration

He said that these issues have been around for years. He stated that in a way, the CCO is a part in the chain to best care for driving treatment services. He said that Community Corrections has gotten lower than the expected standard and he is relying on the Sheriff to have the bigger conversation.

Chair Kramer stated that this is an issue that will have to be taken up at a later time.

Vice-Chair Hege said that he is fine with the letter for Pacific Source. Mr. Stone supported moving forward with the letter. Commissioner Schwartz commented that it does outline our expectations for improved mental health services.

*****The Board was in consensus to sign the letter of support for Pacific Source's application to serve as the Community Care Organization for Wasco County.*****

Agenda Item – Youth Think Grant Applications/Agreements

Prevention Coordinator Debby Jones introduced Dr. Ann Corwin saying that she is a driver of training for Youth Think and will be doing training tomorrow for emotional literacy.

Ms. Jones continued by saying that she has two grant applications – SAMSA and STOP. She said she is not sure if we will qualify for SAMSA; STOP is a grant for which we have applied in the past and not received. The STOP grant is geared to decrease underage drinking and is a no-match, no-new-staffing grant.

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Ms. Jones said that the Department of Education Grant Agreement is for work that is already underway but we have not yet signed the agreement and therefore, are not yet receiving the funds. She stated there is four months left on the agreement; Mr. Middleton will provide the fiscal oversite. The grant will support the Toddlers to Teens program.

Commissioner Schwartz asked if this is the way it usually works. Ms. Jones replied that it is not, but we are not the only county experiencing glitches with this grant program process.

{{{Vice-Chair Hege moved to approve Intergovernmental Grant Agreement 11330 between the Department of Education Youth Development Division and Wasco County. Commissioner Schwartz seconded the motion which passed unanimously.}}}}

Ms. Jones said that the Personal Services Contract fits into the grant just approved for a program at The Dalles Middle School to identify young people in the sixth and seventh grade that are pre-adjudicated but identified as at-risk. The school has helped to identify 20 kids they think can be helped with an extra boost. Jensi Bryan, who is credentialed and worked at the YES house, will staff the program. Once parents have signed a release; Ms. Bryan will go into the classroom for observation and then work one on one for mediation, mentorship and home support to get the kids more engaged and remove barriers to education. She said that she will come back with data from the program. She added that they do not intend to "graduate" kids from the program but will move them into another group at a more involved level.

{{{Vice-Chair Hege moved to approve the Personal Services Contract with Comprehensive Family Services. Commissioner Schwartz seconded the motion which passed unanimously.}}}}

Agenda Item – GIS Fee Waiver Request

GIS Coordinator Tycho Granville explained that the Board received a request from the Columbia Land Trust to waive fees for GIS data. It appears that they are asking only for tax data; the fee would be approximately \$1,500. He stated that he sent the request to the County's GIS partners for feedback. Partners have suggested that only partial data or only a partial waiver be granted. They also cautioned that this could set a precedent for non-profits.

Commissioner Schwartz asked if we have previously had requests from nonprofits. Vice-Chair Hege replied that we have had non-profits but they have been using private vendors that need the data. He said he suspects the same is true in this

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case as GIS data analysis requires specialized skills.

Mr. Stone pointed out that the GIS program is fee-based and is not currently self-supporting. We ask our partners to help support the program; any fee waivers have an impact on the revenue streams for that department. Mr. Granville added that partners have been contributing \$6,000 or more each year to support the program.

Chair Kramer stated that the nonprofits still use all the services and he will vote to deny the request. Vice-Chair Hege agreed saying that in this context, he cannot think of a situation where a fee waiver makes sense. Commissioner Schwartz said that she does not see a precedent for the request and would not support the waiver.

{{{Vice-Chair Hege moved, based on the information presented, to deny Columbia Land Trust's request for a GIS fee waiver. Commissioner Schwartz seconded the motion which passed unanimously.}}}}

Information Services Director Paul Ferguson stated that currently there is a push at the state level to make it all the data available, at no cost, to all partners – really everyone. He said that it is not in this legislative session but it has been brought to previous sessions. He went on to say that most of the data is available if they go to other websites but analysis requires the raw data that we can provide. He said that the idea is the State will require that the data be sent to them for free; it is uncertain if they will then provide it to the public. He said that the program costs us and we need to be able to support it.

Vice-Chair Hege commented that if it becomes free to everyone, partners will stop helping with the funding. He noted that it is not a core service and the funding is helpful. Mr. Ferguson said that it is essential for our Planning Department. Vice-Chair Hege continued by saying that if the State makes that requirement it would be an unfunded mandate. County Assessor Jill Amery said that the CAFFA program provides some funding for the program, but that funding is also in jeopardy.

Agenda Item – All Staff Training

Public Works Director Arthur Smith said that the Cross-Trainers Team was charged with looking at training for the County – needs, opportunities and improvements. The work they have done has resulted in a plan for an all-day, all-staff training – the agenda has been finalized and included in the packet. Guest trainers include Dennis Knox, Dan Boldt, Rich Mays, Christa Rude and Heidi

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Venture who are all donating their time. A communications plan has been developed to inform the public with signage already posted in offices. A second sign will be posted the day of the training.

Chair Kramer thanked Rodger Nichols for helping with the public service announcement recording. Mr. Smith added that the team has been holding further announcements for the closure order. The team is doing all they can to notify the public.

Chair Kramer read through the lists of office closures included in the closure order.

Vice-Chair Hege asked what the keynote speaker's message will be. Human Resources Director Nichole Biechler replied that his message will target achieving your greatest potential.

{{{Vice-Chair Hege moved to approve Order 19-067 with the addition of the District Attorney's office hours to Exhibit A. Commissioner Schwartz seconded the motion which passed unanimously.}}}}

Agenda Item – Reimbursement Agreement

Senior Planner Will Smith said that he is requesting the Board's approval of an agreement with Wasco Solar Farm. He explained that for complex projects, the fee schedule allows them to charge \$76 per hour for work that exceeds a set number of hours. He stated that the project is already at 91 hours of work which exceeds the base fee. He said that he expects the application and staff report will come before the Planning Commission for consideration on March 5th. He stated that the applicant submitted a deposit which has already been exhausted.

Vice-Chair Hege asked if there is a cap on the fees. Planning Director Angie Brewer responded that there is not and the permit, if approved, will not be provided until the fees have been paid. She said that this application qualifies for a county-level review. She went on to say that there are four commercial energy applications that have been submitted – two are county-level applications and two are state-level applications. The state-level applications are one for solar energy and one for wind energy; the same is true for the county-level applications.

Vice-Chair Hege asked if we get reimbursed for time spent on Energy Facility Siting Council applications. Ms. Brewer replied affirmatively. Vice-Chair Hege asked if there is an agreement for that reimbursement. Ms. Brewer stated that there is not. She explained that the wind application process is more prescriptive and limiting; the solar process is more flexible in allowing us to recover costs. Mr.

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Smith stated that the wind fees are \$4,000-\$5,000 base price plus a per-tower fee. Ms. Brewer noted that our fee schedule does not address solar and they will be looking at that for next year.

{{{Vice-Chair Hege moved to approve the Reimbursement Agreement with Wasco Solar Farm for work done to process and review their application. Commissioner Schwartz seconded the motion which passed unanimously.}}}}

Agenda Item – Community Enhancement Projects

MCEDD Project Manager Carrie Pipinich presented the draft of the Community Enhancement Project List for 2019 developed by the Economic Development Commission in conjunction with community leaders. She said that the EDC worked to create more opportunities for community conversations to have a better understanding of what our communities want. Those recommendations were developed into a ranked draft and presented at the EDC meeting in December. EDC Chair Kathy Ursprung said they wanted to cement the process for the EDC which could adjust the list as presented. She stated that it was a robust discussion and resulted in changes to the rankings. Ms. Pipinich said that the process also informed the criteria for rankings; conversations included advocacy for projects and the limited industrial property available. She said that today, they are seeking input from the Board.

Commissioner Schwartz asked if there was any opposition to any of the projects at any time throughout the process. Ms. Pipinich replied that all the meetings were publicly noticed; meetings with community leaders were not noticed but were well-attended. Ms. Ursprung added that the communities had gone through their own process to identify projects for the list.

Commissioner Schwartz asked if there was any opposition expressed during the EDC meetings. Ms. Ursprung stated that the YES project was moved up on the list. Ms. Pipinich said that the Oregon Water Resource Board expressed concerns regarding the funding for the dog river pipeline project but there were no local objections. Ms. Ursprung stated that the dog river project was at the top based on the number of people served and the state opposition to the project.

Chair Kramer noted that there is a split in the community regarding the operations funding for the Deschutes Rim Clinic. He said that he believes it is deserving of being in the top five projects, but we need to consider community support. He reported that the project organizers are planning a new campaign this spring. Commissioner Schwartz said that she asked that question in late 2018; Mr. Kelsey thinks it is still a viable process but will need community support.

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Vice-Chair Hege asked why South Wasco Park and Recreation District doesn't have projects related to the boat ramp on the list. Ms. Pipinich responded that they reached out to organizations throughout the county and SWPRD did not choose to apply. Ms. Ursprung noted that if projects are less ready they may fall down on the list or not make the list at all. Ms. Pipinich said that at the time the EDC was soliciting impact, the SWPRD was discouraged about the possibility of success.

Chair Kramer said that he is fine with the list as presented, noting that changes can be made later if something comes up. Ms. Ursprung stated that the list represents a lot of serious thought from the communities and the EDC – they try to make sure it is reflective of the county's priorities. Ms. Pipinich added that the list is incorporated into the strategic plan and Mid-Columbia Economic Development District's priority projects for the region.

*****The Board was in consensus to approve the 2019 Community Enhancement Project List as presented.*****

Discussion List – Letter Supporting HB2772

Chair Kramer stated that this letter is similar to a letter the Board sent last year during short session of the legislature to support producer responsibility. He stated that Tri-County Household Hazardous Waste sent a letter last Thursday and had a hearing before the committee which tabled it for more input. He said that this letter also supports effort for funding to keep hazardous waste out of our waste and watersheds. He stated he would like to have Board support for these efforts.

Commissioner Schwartz asked if this bill is similar to the previous bill. Chair Kramer replied that it is but it did not even get out of committee last time. He said that there is now more support at the state level for this which will at least start the conversation.

Vice-Chair Hege asked if there is anything in the bill specifically for fees. Chair Kramer responded that there is not – the bill is fairly generic and intended to get the stakeholders to the table.

*****The Board was in consensus to send the letter supporting HB2772.*****

Discussion List – Dispute Resolution Joint Resolution

Ms. White explained that every other year there is a grant process for a Community Dispute Resolution provider. She said that for the last three biennium, Wasco County has coordinated the request for proposal/application process for

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Wasco, Wheeler, Gilliam, Hood River and Sherman Counties. We have historically had only one applicant for the region and it is more efficient to have one county manage the process for the five counties.

{{{Vice-Chair Hege moved to approve the Joint Resolution designating Wasco County as the Dispute Resolution Grant Coordinator. Chair Kramer seconded the motion which passed unanimously.}}}}

Agenda Item – Budget Adjustment

Mr. Middleton said that one of the first steps in transitioning the Building Codes program to Wasco County is to hire counter staff and be able to pay them. The fund for Building Codes will be set up on July 1st; for now, the new staff will be placed under Planning. He said the costs will be tracked as a liability so that the general fund can be reimbursed by Building Codes in July. He noted that we may have to do more of this before July which would require another adjustment.

{{{Vice-Chair Hege moved to approve Resolution 19-001 increasing the General Fund Planning and Decreasing the General Fund Contingency by \$33,000 to support the transition to direct control of the Building Codes program. Commissioner Schwartz seconded the motion which passed unanimously.}}}}

Mr. Middleton reminded the Board that the Finance Department has implemented three new Eden modules in the past year – asset management, contract management and time keeping. He noted that Finance Manager Kayla Nelson has led the way for the team. He announced that Tyler Technologies has presented the department with their Award for Excellence and will give the County an extra registration as a result.

Vice-Chair Hege asked if the time keeping is working well for staff. Mr. Middleton replied that it is; it gives Finance better control and staff has ready access to all their information.

Agenda Item - Griffith Reversionary Interest

County Counsel Kristen Campbell said that there is a sale pending for the Griffith Motors car dealership located on West 6th Street. That sale was the catalyst for the title company to look at the real property and uncover a series of transactions that should have been better documented. We are addressing one issue today – there will be more.

Mr. Stone explained that many years ago the County agreed to allow the City of

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The Dalles to place their Public Works shop at the current site of Griffith Motors. For years, the City had their shops there. The agreement was that should the City vacate the property, it would revert to County ownership. Ms. Campbell noted that the County deeded the property to the City with a reversionary clause. Mr. Stone went on to say that in 2007, the City wanted to update their public works facility and was looking for a new location. At that time, Hodge Long made their port property available and Griffith was also looking for a place to relocate. Griffith wanted the City's public works property and the City wanted the Hodge Long property. The City worked out a deal where Griffith would get the City shop location and the City would get the Hodge Long property. The County would have had to agree to that arrangement. He said he believes that Griffith agreed to purchase the Hodge Long property and give it to the City and the County agreed to move the reversionary clause from the old City public works site to the new City public works site. We are trying to untangle the paper work; there is still a reversionary clause on the Griffith property and properties adjoining that parcel.

Vice-Chair Hege asked what other properties are adjacent to Griffith. Mr. Stone replied that the parcels are Denny's and a gas station. Ms. Campbell said that County Surveyor Brad Cross has been invaluable in this process. She said they are still working on the other parcels; it has significant value to the County.

{{{Vice-Chair Hege moved to approve the Reverter Release and Waiver as presented. Commissioner Schwartz seconded the motion which passed unanimously.}}}}

Discussion List – Appointments

{{{Vice-Chair Hege moved to approve Orders 19-058 through 19-063 appointing Bob Krein to the Wasco County Economic Development Commission and Lee Weinstein to the QLife Board of Directors and Kathy Schwartz to the Mid-Columbia Community Action Council, NORCOR Board of Directors, Mid-Columbia Housing Authority and the Lower John Day Area Commission on Transportation. Chair Kramer seconded the motion which passed unanimously.}}}}

Chair Kramer observed that we are still down one on the Board of Health as well as a Budget Committee appointment for that entity.

Vice-Chair Hege said that he believes there is a candidate for the Board of Health position.

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Consent Agenda – 1.16.2019 Minutes & Re-appointments

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

Commissioner Schwartz asked what the Mt. Hood Economic Alliance does. Chair Kramer replied that it is a third-party funder taking on businesses that need alternate funding after being refused by commercial lenders. It is composed of representatives from Wasco, Hood River and Clackamas Counties.

Commissioner Schwartz asked who has been funded. Chair Kramer replied that most are in Clackamas County but they recently loaned money to a briner in Hood River. Vice-Chair Hege commented that the Alliance got a lot of money years ago and make revolving loans. He said that he does not remember a loan in Wasco County. Chair Kramer said that Nuculture, River Tap and Sunshine Mill are businesses that have received loans through the Alliance.

Chair Kramer called a recess at 11:47 a.m.

The session reconvened at 12:21 p.m. in the Deschutes Room.

Work Session

FIRE DISTRICT

Chair Kramer stated that he has followed-up on the email from Brad McManigal regarding the Central Wasco County Fire District. Mr. Stone said that this is a good opportunity for determining who will respond to emails sent to all three commissioners. Vice-Chair Hege suggested that it should be the Chair who responds. He said that he usually acknowledges the email and says that the Chair will respond. Chair Kramer added that he usually makes sure that the Administrator is aware so that the other Board members can get information. Mr. Stone said that he was not copied on all the correspondence and needs to be in that loop.

ETHICS LAW REGISTRATION

Commissioner Schwartz asked who the point person is for the Ethics Law registration. Ms. White said she believes it is County Clerk Lisa Gambee.

GRANT APPLICATION PROCESS

Chair Kramer asked if the Board wants to see all grant applications – even those with no match or staffing requirements. Mr. Stone advised that the Board should

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be aware for operational purposes as it may have a future impact. It could be that a grant supports a program to which the Board would be opposed. He said that we can streamline the process to avoid Board review of the entire application. He suggested that a form could be developed that would summarize the grant and staff's implementation plan.

RECYCLING

Chair Kramer said that Waste Connections has recently communicated with the Board that the cost of recycling has increased and the markets for collected materials has decreased. Waste Connections has offered to remove plastics 3-7 from the collection and add an additional 2% surcharge to pay for the cost of handling materials that continue to be collected. Hood River is interested in paying for the service to continue recycling in their community.

Mr. Stone asked why we haven't put waste collection out to bid for competitive responses. Chair Kramer explained that there is some loyalty in the field and it is not likely to get responses from competitors. He went on to say that we are not getting traction in Salem and so we need to get the stakeholders to the table. The mindset has to shift from recycle, reuse, reduce to reduce, reuse, recycle.

Commissioner Schwartz said messaging regarding the state of recycling is confusing. Chair Kramer explained that there are two waste streams – cardboard and comingle. He said that comingle is currently trash. Through agreements, Waste Connections is allowed 200 tons at the Material Recovery Facility (MRF); they take the cardboard because it has some value and does not cost them anything. If they take the comingle, it costs to haul it there; it costs less than half of that to take it to the landfill.

Vice-Chair Hege asked if the comingle is recycled at the MRFs. Chair Kramer replied that one-half to one-third comes back as contaminated. He said that everyone agrees we want to recycle but the stream needs to be cleaned up which requires separation by the consumer.

County Assessor Jill Amery asked about glass recycling. Chair Kramer responded that it is being used as road base at the landfill. He said that there is still some glass to glass recycling in areas where the transportation costs are low – mostly urban areas. He said what is needed is to keep talking, try to clean up the stream of recyclables and if needed go to the community for increases. Vice-Chair Hege said he would like to have a recommendation from the Solid Waste Advisory Committee.

WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
FEBRUARY 6, 2019
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BUILDING CODES UPDATE

Mr. Stone stated that he has been meeting weekly with Human Resources Director Nichole Biechler, Information Services Director Paul Ferguson, Planning Director Angie Brewer, and Finance Director Mike Middleton and sometimes County Counsel Kristen Campbell regarding the transitioning of Building Codes to Wasco County. They are targeting April 1st to bring counter staff on board as Wasco County employees. The State is moving all inspectors out of the County as of that date; to keep the local office open, we will need to hire the counter staff. He said there will likely be another budget adjustment to purchase vehicles. Technology costs will probably come out of one of our line items and be reimbursed by the program.

Commissioner Schwartz asked when we would be getting the program money from the State. Mr. Stone replied that the State has said they can give us the approximately \$400,000 the program has earned since the State took it on an interim basis. Vice-Chair Hege is communicating with the neighboring counties to see if they will be contracting with us for services; we are trying to develop a method for determining costs for remote inspections. The cost will likely be higher than having the State provide those services as their fee schedule is lower than ours. He said that in his opinion, there needs to be a resolution on the reserve funds. He stated that his instinct says that without the large Google permits, the program would be in the red.

Further discussion ensued regarding the costs of remote inspections both in and out of Wasco County. Ms. Brewer commented that the neighboring counties believe they will get better service from us than the State. Mr. Stone commented that it will likely be about the same – once every week or two. Vice-Chair Hege said that he thinks we can find a way to use technology to make it more cost effective. He said that we should give them the costs and they can determine how to pay for the service – we cannot subsidize the program here or elsewhere. We have to make sure we run the program in the black.

Ms. Amery said that one of the frustrations with program delays is that contractors are not pulling permits. Those permits trigger her staff to do appraisals. She said that her office has found a number of structures that have not been permitted – contractors cannot afford to wait the two months it has been taking to get a project permitted. Mr. Stone said that at this point, he is not sure we can do better.

Ms. Amery stated that the more difficult it is, the more of a problem it becomes for the assessors. We need a service that everyone agrees to use and get them using it. The County is losing tax dollars. Chair Kramer pointed out that the State also

WASCO COUNTY BOARD OF COMMISSIONERS
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loses money and he does not understand why they do not beef-up their program. Ms. Amery said that she watched the same thing happen with the manufactured home market; the state has backed out of a lot of items.

NORCOR BUDGET COMMITTEE

Mr. Stone stated that NORCOR has taken the position that the County Administrator cannot serve on their budget committee because of the County's affiliation with NORCOR. County Counsel's position is that NORCOR is its own entity. He said that he would like to be there as it is the County's single largest expense and there will be challenges in that budget. He said that he can step away from the appointment and try to work with Juvenile Director Molly Rogers regarding the NORCOR Budget. That will mean appointing someone else to represent the County on the NORCOR Budget Committee.

Discussion ensued regarding applicant Teresa Hepker.

*****The Board was in consensus to recommend Teresa Hepker's appointment to the NORCOR Budget Committee.*****

WASCO COUNTY 4H & EXTENSION DISTRICT

Oregon State University Outreach and Engagement Regional Director for Central Oregon's 4H and Extension Programs Dana Martin and Associate Professor Lynette Black joined the Work Session. Ms. Martin explained that their programs costs are 95% staffing and when funds are short the budget is sometimes balanced by attrition. Positions have been lost in the last several years and the University is asking the state for more funding to bring services levels back up.

Mr. Stone stated that we have lost significant knowledge base and positions in this area; he asked if those would be coming back should the additional funding come through. Ms. Martin responded that when someone who has built a program for a specialty retires, it is difficult to replace that; so an assessment takes place to see how needs have changed so those needs can be met. She noted that it used to be faculty serving just one county in specific areas; now it is a more regional model.

Mr. Stone observed that when Lynn Long retired and was replaced by a generalist leaning toward pears, it was a loss to the local cherry growers. Ms. Martin responded that the new person is working to get more educated for the cherry industry – it takes time. Mr. Stone pointed out that we have had three of four key people retire and all those positions were combined away.

Commissioner Schwartz asked what else the University provides outside of

WASCO COUNTY BOARD OF COMMISSIONERS
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funding. Ms. Martin replied that being tied to the University is important for the research component. The program is part of their general fund and they support some special initiatives. Ms. Black added that she and Lauren Cramer are attached to the School of Public Health which provides them with administration and staff.

Vice-Chair Hege asked what the likelihood is of receiving increased funding. Ms. Martin replied that they have made a lot of headway in educating the urban areas as to the value of the program. The Governor's budget has two variations – flat funding and an increase. She said that the flyer (attached) outlines some of the areas that could be addressed with additional funding.

BLUE ZONES REQUEST

Chair Kramer referenced the letter from the Blue Zones requesting additional funding from Wasco County. He observed that we have loaned \$2.25 million to MCCFL and committed an additional \$1.75 million to Columbia Gorge Community College.

Vice-Chair Hege asked if the Blue Zones is also pursuing the City of The Dalles in this way. Chair Kramer replied affirmatively adding that he has communicated to the Blue Zones that, in his opinion, we are not in a position to fund them.

Commissioner Schwartz concurred, saying we probably do not have the extra money to give away. Vice-Chair Hege commented that we are not a granting agency; the challenge is that there is a pot of money through the enterprise zone funds. Commissioner Schwartz agreed saying that people are catching on to the abatement process and have the perception that the money is available.

Further discussion ensued regarding prior Blue Zones funding and the perceived efficacy of the program. It was noted that several of the Blue Zones projects were actually underway prior to the Blue Zones arrival, that it is a City project and there are other more appropriate funders for the project.

*****The Board was in consensus to table the discussion regarding Blue Zones funding until a process is in place for the use and distribution of enterprise zone funds.*****

ENTERPRISE ZONE (EZ) FUNDS

Mr. Stone reported that the Enterprise Zone Team has been in negotiations and also trying to tackle a high-level philosophy around the Enterprise Zone funds and how to distribute them. Currently there is a two-pronged methodology that includes MCEDD and their community enhancement priorities list so the team is getting input from MCEDD staff as it is in line with the EDC process. He said that

WASCO COUNTY BOARD OF COMMISSIONERS
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there is more work to do. The methodology is not right or wrong but required considerable work to meet the requests of the stakeholders. It encompasses two pathways – one gives the County and City a certain percent of the funds, then all requests go to MCEDD for vetting and they will either bring projects to the EZ sponsors with their recommendation to fund or the sponsors will delegate authority to MCEDD to make funding decisions on their behalf. He said that the advantage of delegating authority is that it does not require us to be the funding agency and moves that responsibility to an agency already serving in that capacity. He said there would need to be parameters on what goes through direct distribution and what goes through the EDC.

Ms. Amery said that the team talked about what would be serving the greater good for the community. Commissioner Schwartz commented that she has some concerns about giving the authority to an agency that focuses on economic development. Mr. Stone pointed out that almost anything that is for the greater good can be viewed as economic development – we would have to set a parameter to address that.

Chair Kramer said that he likes the concept is encouraged by this work and believes we are making headway in building our relationship with the City of The Dalles. Mr. Stone said that it has been clear that each entity wants to control its own destiny.

Vice-Chair Hege said that his perspective is that if there were no enterprise zone the partners within that code would get tax funds. For the long-term enterprise zones, the sponsors negotiate on behalf of the community. Although technically it is not taxes, they are essentially paying a fee in lieu of taxes. He said that the other taxing districts have some angst that they are not getting a portion of the funds. He stated that when he was on the negotiating team they met with all the districts with varied responses – the Fire District was most aggressive in wanting their share and more but most understood the idea of using the money for the more collective good. He said that another option is to look at the tax code area and distribute to the zones which means a dilution of funds. Most of the districts said they would like some of the money to come to them as well. He said that the team committed that they would make decisions they felt were in the best interest of the community.

Vice-Chair Hege went on to say that the first decision is what to do at a high level – do you distribute something to the districts or nothing. He said that if the County and City need operational money, then that should apply to the districts as well. While we legally have the authority to do whatever we choose with the money, he said, he wants to be clear that we consider carefully what the right thing to do is.

WASCO COUNTY BOARD OF COMMISSIONERS

REGULAR SESSION

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He stated that Mr. Stone has suggested that we could put all the funds into trust and use the interest to fund projects.

Mr. Stone said that is one idea in which he would want to hold ourselves to the greater good standard not operational funding. He added that this is one-time funding. Vice-Chair Hege observed that at the end of 15 years the property will come on to the tax roll. Ms. Amery pointed out that prior to the Google enterprise zones, the Port held that land and there were no taxes paid for it. We do get taxes for surrounding properties.

Vice-Chair Hege said he does not like the idea of splitting the funds 50/50 between the sponsors. We have to find a fair way of doing this. If we want to use the money for general fund, then the other districts need to get that distribution, too. Mr. Stone commented that if we meter it out, the districts will not get a large enough sum to do a significant project. He added that he does not want to manage the City's funds and they don't want that either.

Mr. Stone went on to say that the legislature made the decision for EZ sponsors because the large entities have the leadership to make decisions for the greater good.

Further discussion ensued about staff and community perceptions of the funding. Mr. Stone commented that the Board cannot expect the team to ignore millions of dollars flowing through the system going to the college and you cannot keep a patrol officer on the road. Vice-Chair Hege suggested that we could parse it out based on the tax base with less opposition.

Commissioner Schwartz stated that we need options laid out with consequences; there are options other than distribution. We do not want to just choose the path of least resistance. Vice-Chair Hege said that the main point he wants to make is that if we want money in our general fund, then all the districts need to get some as well.

Commissioner Schwartz said that the greater good projects should be vetted in some way. Vice-Chair Hege commented that while he does not want to make those decisions, he does not like losing control.

Mr. Stone stated that he is looking to have a joint work session with the City once the proposal for the process is ready. He said the option that will be presented, as it sits today, is that there will be a pot of money and it will be divided between the City and County with a methodology that will offer two pathways to use those funds.

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- 1) A direct distribution for City/County projects or taxing districts
- 2) The sponsors put a dollar amount into the EDC process and they bring a recommendation to fund or they fund.

Vice-Chair Hege said that he would like to determine the distribution first and then determine what goes to greater good. Mr. Stone pointed out that the challenge there is that commission and council members will change during the abatement period. Vice-Chair Hege responded that if we are going to distribute to the districts, it has to be done first and for the life of the agreement.

The session was adjourned at 4:15 p.m.

Summary of Actions

MOTIONS

- **To approve Amendment 1 to the Boating Facility Grant Intergovernmental Agreement 1607 between South Wasco Park and Recreation District, Oregon State Marine Board and Wasco County.**
- **To approve Intergovernmental Grant Agreement 11330 between the Department of Education Youth Development Division and Wasco County.**
- **To approve the Personal Services Contract with Comprehensive Family Services.**
- **Based on the information presented, to deny Columbia Land Trust's request for a GIS fee waiver.**
- **To approve Order 19-067 with the addition of the District Attorney's office hours to Exhibit A.**
- **To approve the Reimbursement Agreement with Wasco Solar Farm for work done to process and review their application.**
- **To approve the Joint Resolution designating Wasco County as the Dispute Resolution Grant Coordinator.**
- **to approve Resolution 19-001 increasing the General Fund Planning and Decreasing the General Fund Contingency by \$33,000 to support the transition to direct control of the Building Codes program.**
- **To approve the Reverter Release and Waiver as presented.**
- **to approve Orders 19-058 through 19-063 appointing Bob Krein to the Wasco County Economic Development Commission and Lee Weinstein to the QLife Board of Directors and Kathy Schwartz to the Mid-Columbia Community Action Council, NORCOR Board of Directors, Mid-Columbia Housing Authority and the Lower John Day**

WASCO COUNTY BOARD OF COMMISSIONERS

REGULAR SESSION

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Area Commission on Transportation.

- **to approve the Consent Agenda – 1.16.2019 Regular Session Minutes and Orders 19-065 and 19-066 reappointing Steve Kramer and Ken Bailey to the Mt. Hood Economic Alliance.**

CONSENSUS ITEMS

- **To sign the letter of support for Pacific Source's application to serve as the Community Care Organization for Wasco County.**
- **To approve the 2019 Community Enhancement Project List as presented.**
- **To send the letter supporting HB2772.**
- **To recommend Teresa Hepker's appointment to the NORCOR Budget Committee.**
- **To table the discussion regarding Blue Zones funding until a process is in place for the use and distribution of enterprise zone funds.**

Wasco County
Board of Commissioners


Steven D. Kramer

Steven D. Kramer, Board Chair


Scott C. Hege

Scott C. Hege, Vice-Chair


Kathleen B. Schwartz

Kathleen B. Schwartz, County Commissioner



DISCUSSION LIST

SHERIFF'S REPORT – Lane Magill

PACIFIC SOURCE LETTER OF SUPPORT – Molly Rogers

PERSONAL SERVICES AGREEMENT – Nichole Biechler

LETTER SUPPORTING HB2772 – Steve Kramer

JOINT RESOLUTION FOR GRANT COORDINATOR – Kathy White

COUNTY CLOSURE ORDER – Kristen Campbell

APPOINTMENTS – Kathy White

SWPRD OSMB AMENDMENT FOR BOAT RAMP



DISCUSSION ITEM

Sheriff's Report

NO DOCUMENT HAVE BEEN SUBMITTED FOR THIS ITEM – RETURN TO
AGENDA



DISCUSSION ITEM

Letter of Support

[LETTER OF SUPPORT FOR PACIFIC SOURCE](#)



BOARD OF COUNTY COMMISSIONERS

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Pioneering pathways to prosperity.

February 6, 2019

Oregon Health Authority
500 Summer Street, NE, E-20
Salem, OR 97301-1097

The Wasco County Board of Commissioners is writing to the Oregon Health Authority in support of PacificSource Community Solutions to continue to operate the Coordinated Care Organization serving citizens of the Wasco and Hood River county region.

In 2012 Wasco County participated in the selection and creation of the PacificSource Columbia Gorge Coordinated Care Organization (CCO). In fulfilling our role as the Local Mental Health Authority, Wasco County participates as one of the governing counties of Mid-Columbia Center for Living, a Community Mental Health Program jointly established with Hood River and Sherman Counties. Our role as the Public Health Authority is fulfilled through the North Central Public Health District established in partnership with Sherman and Gilliam Counties. The Columbia Gorge CCO has engaged these organizations in the work of the CCO and the many initiatives. Members of the organizations have been involved locally, and on statewide committees to improve community health, health care, and other issues related to the intersects with target populations such as children with obesity, criminal justice, and elderly care.

PacificSource through the community governance model with the Columbia Gorge Health Council has a presence in Wasco County. There is a commitment to using local community health data and outreach to guide the PacificSource in serving the community. This commitment has been evident in the work of the Community Health Assessment and the Community Health Improvement Plan. Examples include supporting implementation of electronic health records and the Health Information Exchange for both health care providers and community stakeholders, sharing information to improve the delivery of health care including clinical practices, and conducting business in a manner that allows for accountability and transparency with the local governing board.

Wasco County is confident that PacificSource and the Health Council will continue to utilize the Regional Health Improvement Plan to guide the delivery of services. The Regional Health Improvement Plan represents Wasco County's strengths and needs in the delivery of health care and other issues impacting the health of the citizens.

Wasco County expects continued positive outcomes through the following statements of action:

- Improved access and member experience in targeted areas including behavioral health and dental services.
- Partnership with local systems to ensure seamless services at all touch points for the safety net population served by public health and the local mental health authority.
- Delivery of cost-effective care through aligned payment models.
- Improvement in health outcomes for those members experiencing health disparities.
- Increasing collaborations and expanding partnerships with local system stakeholders to address social determinants of health.
- Conducting the business of the CCO with high levels of transparency.
- Engagement of the Regional Health Assessment and Regional Health Improvement Plan to inform policy and practice of the PacificSource CCO.

Wasco County continues to engage with PacificSource Community Solutions as the regional CCO and believe that the work provides significant value to the regional health and healthcare systems. It is our intention for this letter to act as our commitment to help the Columbia Gorge region to achieve the goals outlined above with PacificSource Community Solutions over the next five years.

Sincerely,
Wasco County Board of County Commissioners

Steven D. Kramer, Chair

Scott C. Hege, Vice Chair

Kathleen B. Schwartz, County Commissioner



DISCUSSION ITEM

Personal Services Agreement

PERSONAL SERVICES AGREEMENT FOR KEYNOTE SPEAKER

MOTION LANGUAGE

SPEAKER AGREEMENT

This Agreement is made and entered into this 28 day of JANUARY 2019, by and between Wasco County, a political subdivision of the State of Oregon and Mark Speckman, an individual residing at 7 Outer Circle, Davis, CA 95618 and the parties agree to the following terms and conditions:

1.0 SERVICES OF THE SPEAKER

The Speaker shall present the lecture described below at the following date, time and location:

TITLE OF PRESENTATION: "Figure It Out"

DATE: March 19, 2019

STARTING TIME: 9:00am

LOCATION: Fort Dalles Readiness Center, 402 E. Scenic Dr., The Dalles, OR 97058

2.0 COMPENSATION

The County agrees to pay Speaker a total sum of \$3,000.00 plus one night hotel accommodations not to exceed \$200.00. The payment will be in the form of a check to be made payable to "Mark Speckman" on March 19, 2019. The County agrees to provide the following additional items under this Agreement: **a lapel microphone and a bucket to pour water into.**

3.0 RELATIONSHIP BETWEEN PARTIES

- 3.1 The Speaker shall be an independent contractor during the period of performance under this Agreement and not an employee or agent of County. As an independent contractor, the Speaker shall be responsible for the payment of any taxes due on any monies received by him.
- 3.2 The Speaker will conform to and comply with all of the County's rules and regulations and also all applicable municipal, county, state, and federal laws in providing the services hereunder, including without limitation, obtaining any necessary permits, licenses and the payment of any applicable royalties.
- 3.3 The Speaker agrees to indemnify and hold harmless County, its governing board, officers, agents and employees against any injury, loss, damage or other liability arising from the services performed by the Speaker or from any breach of this Agreement, except for injury, loss, damage or other liability resulting directly from County's negligence or misconduct.

4.0 CANCELLATION

In the event that the performance of any of the covenants of this Agreement is prevented by any cause beyond the reasonable control of the County or the Speaker, both the County and the Speaker shall be relieved of their obligations hereunder with respect to the engagement scheduled as set forth above. Both parties shall make reasonable efforts to reschedule the engagement when possible.

5.0 MISCELLANEOUS

- 5.1 The Speaker grants permission to County to record and photograph the Speaker and use any recording and/or photograph and metadata associated with the same for internal purposes only and does not consent to digital publication or reproduction without express written permission.
- 5.2 This Agreement shall be assigned or amended only by written amendments duly executed by the Speaker and County.
- 5.3 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Oregon.
- 5.4 This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, oral and written, relating hereto.

IN WITNESS THEREOF, the authorized representatives of the parties have executed this Agreement:

Mark Speckman
SPEAKER

WASCO COUNTY REPRESENTATIVE



MOTION

SUBJECT: *Speaker Agreement*

I move to approve the Speaker Agreement with Mark Speckman to provide a keynote speaker presentation for all-staff training on March 19, 2019.



DISCUSSION ITEM

Letter Supporting HB2772

[LETTER TO HOUSE COMMITTEE ON ENERGY & ENVIRONMENT](#)

**BOARD OF COUNTY COMMISSIONERS**

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February 6, 2019

Representative Helm, Chair
House Committee on Energy and Environment

HB 2772

Establishing Extended Producer Responsibility Program for Household Hazardous Waste

Chair Helm,

Thank you for holding a public hearing on this important issue. We appreciate the leadership that you have shown. Wasco County strongly supports the concept that companies should share in the responsibility for safe management of unwanted household hazardous waste.

1. Local governments in Oregon have proven to be efficient, resourceful, and innovative in handling hazardous waste. We partner with DEQ, several surrounding counties, and with stewardship organizations to offer expanded collection at lower cost. But we can't afford the full cost for proper disposal (we recycle 75% +/- of the hazardous wastes we collect).
2. This is an issue of urgency. Our program collects over 200,000 pounds of hazardous waste annually within three rural counties. Counties up river from us have no regular hazardous waste collection. This is a combined issue of watershed and human health.
3. This is an issue of shared responsibility. Manufacturers are accustomed to accepting a small portion of the end-of-life management costs for their products. They do so in Canada, in Europe, and in most states in the U.S. for various products. Oregon already utilizes extended producer responsibility to partner with the paint and electronic industries. Fairness and shared responsibility were identified in DEQ's *Recommendations for Product Stewardship in Oregon* report (November 2010).

The public hearing was an important first step and we urge you to schedule a work session to keep this concept alive. We believe that there will be strong bi-partisan support for either of these bills.

Thank you,
Wasco County Board of Commissioners

Steven D. Kramer, Chair

Scott C. Hege, Vice-Chair

Kathleen B. Schwartz, County Commissioner



DISCUSSION ITEM

Community Dispute Resolution Regional Grant Coordinator

[STAFF MEMO](#)

[JOINT RESOLUTION](#)

[MOTION LANGUAGE](#)



MEMORANDUM

SUBJECT: Community Dispute Resolution Grant Process

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KATHY WHITE

DATE: 1.29.2019

This is a biennial grant process for community dispute resolution funding. We have partnered with Gilliam, Sherman, Wheeler, and Hood River Counties for this funding with Wasco County managing the process. The Joint Participation Resolution starts the process which will conclude with the selection of a grantee by the Boards/Courts of the participating counties after which OOCDR will enter into a grant agreement with the selected Grantee. Although the process will include an RFP for service providers, to my knowledge 6 Rivers Mediation is the only qualified provider in our region.

The designation of a coordinator eliminates duplication of efforts for the five counties – Wasco will create the notice for the grant opportunity which will be posted to all five counties' web sites. We will also receive and distribute submitted responses.

BEFORE THE COUNTY COURTS/BOARDS OF COMMISSIONERS
FOR GILLIAM, HOOD RIVER, SHERMAN, WASCO AND WHEELER
COUNTIES, OREGON

IN THE MATTER OF THE DESIGNATION OF)
A COMMUNITY DISPUTE RESOLUTION) JOINT
COORDINATOR) RESOLUTION

WHEREAS, The County Courts/Boards of Commissioners have signed a Joint Resolution to partner for participation in the Community Dispute Resolution Grant selection process; and

WHEREAS: The County Courts/Boards have determined that it would be more efficient and cost effective to designate one Community Dispute Resolution Coordinator to act on behalf of all participating counties to notice and distribute RFA's and notify each County of eligible applicants.

NOW, THEREFORE, IT IS HEREBY RESOLVED: That Wasco County will act as Community Dispute Resolution Coordinator for Gilliam, Hood River, Sherman, Wasco and Wheeler Counties for the 2019-2021 Biennium Community Dispute Resolution Grant process.

GILLIAM COUNTY COURT

County Judge Elizabeth Farrar

Date:_____

HOOD RIVER COUNTY
BOARD OF COMMISSIONERS

Chair Mike Oates

Date:_____

SHERMAN COUNTY COURT

County Judge Gary Thompson

Date:_____

WASCO COUNTY BOARD OF
COMMISSIONERS

Chair Steve Kramer

Date:_____

WHEELER COUNTY COURT

County Judge Lynn Morley

Date:_____

APPROVED AS TO FORM

Kristen Campbell
Wasco County Counsel

Date:_____



MOTION

SUBJECT: **Joint Resolution**

I move to approve the Joint Resolution designating Wasco County as the Community Dispute Resolution Coordinator.



DISCUSSION ITEM

County Closure Order

[ORDER 19-067 CLOSING COUNTY OFFICES MARCH 19, 2019](#)

[MOTION LANGUAGE](#)



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE CLOSURE OF CERTAIN COUNTY OFFICES ON MARCH 19, 2019 FOR ALL-STAFF TRAINING

ORDER #19-067

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, Oregon Revised Statute specifies that Wasco County offices shall be open for the transaction of business during such hours, and on such days as are fixed by the Wasco County Board of Commissioners ("Board of Commissioners") by ordinance or resolution;

WHEREAS, Wasco County has identified certain valuable and necessary training opportunities and other efficiencies which will result from the office closures on March 19, 2019 and desires to modify office hours for County Offices as set forth on Exhibit A;

NOW THEREFORE BE IT RESOLVED, the Wasco County Board of Commissioners adopts the office closure hours on March 19, 2019 during which some County offices shall be closed for the transaction of County business as identified on the attached Exhibit 'A'.

NOW THEREFORE BE IT RESOLVED, the Wasco County Board of Commissioners adopts the office hours for County offices on March 19, 2019 as identified on the attached Exhibit 'A'.

DATED this 6th day of February, 2019.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS

Kristen Campbell, County Counsel

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice-Chair

Kathleen B. Schwartz, County Commissioner

EXHIBIT A

Sheriff's Business Office	Open
Administrative Services.....	Closed
Clerk's Office	Closed
Assessment & Taxation Office.....	Closed
Finance Department.....	Closed
Youth Services.....	Closed
Community Corrections.....	Closed
Planning Department	Closed
Veterans Services Office	Closed
Public Works Department.....	Closed
Facilities	Closed
Information Services.....	Closed
9-1-1 Dispatch	Open



MOTION

SUBJECT: Order 19-067

I move to approve Order 19-067 closing most County offices on March 19, 2019 to hold an all-staff training day.



DISCUSSION ITEM

Appointments

[ECONOMIC DEVELOPMENT COMMISSION](#)

[STAFF MEMO](#)

[BOB KREIN APPLICATION](#)

[ORDER 19-058 APPOINTING BOB KREIN TO POSITION 7](#)

[QLIFE BOARD OF DIRECTORS](#)

[STAFF MEMO](#)

[LEE WEINSTEIN APPLICATION & BIOGRAPHY](#)

[ORDER 19-059 APPOINTING LEE WEINSTEIN TO QLIFE BOARD](#)

[COMMISSIONER APPOINTMENTS – KATHY SCHWARTZ](#)

[ORDER 19-060 MID-COLUMBIA COMMUNITY ACTION COUNCIL](#)

[ORDER 19-061 NORCOR BOARD](#)

[ORDER 29-062 MID-COLUMBIA HOUSING AUTHORITY BOARD](#)

[ORDER 19-063 LOWER JOHN DAY AREA COMMISSION ON
TRANSPORTATION – ALTERNATE](#)

[MOTION LANGUAGE](#)

Memorandum

Date: **January 29, 2019**
To: **Wasco County Board of Commissioners**
From: **Carrie Pipinich, EDC Coordinator**
Re: **Position 7**

Position 7 is an at-large position that generally provides representation from dryland crops and/or cattle producers. This position was previously held by Keith Nantz through the end of December when his term expired.

After a press release, posting the position on the EDC and MCEDD websites and additional outreach, staff received interest forms from Bob Krein, Amy McNamee, and Brian McCormick by the January 3, 2019 deadline. The EDC considered the three interest forms at their January 10th meeting and recommends appointment of Bob Krein to fill Position 7. Mr. Krein's interest form is attached for your reference. The others are available upon request.

Request

Final appointments are made by the Wasco County Board of Commissioners.

1. The EDC recommends appointment of Bob Krein for Position 7 to fulfill the term started January 1, 2019 through December 31, 2022.

WASCO COUNTY ECONOMIC DEVELOPMENT COMMISSION INTEREST FORM

The purpose of this form is to assist the Wasco County Economic Development Commission (EDC), Wasco EDC staff, and Wasco County Board of Commissioners in evaluating the qualifications of an applicant for appointment to the Wasco County EDC. This is an unpaid position for a four year period. **Please complete the entire form and return to:**

*Wasco County Economic Development Commission
c/o Mid-Columbia Economic Development District
515 East Second Street, The Dalles, OR 97058
carrie@mcedd.org
For questions call 541-296-2266.*

PERSONAL DATA

Preferred Mailing Address: Home Business

Preferred Title _____ (e.g. Mr, Mrs, Ms, Dr, etc.)

First Name Robert (Bob) Last Name Krein

Home Mailing Address _____ [REDACTED]

City Maupin State OR Zip 97037

County Wasco

Business Name Krein Consulting LLC, ASK Ranches

Business Address _____ [REDACTED]

City Maupin State OR Zip 97037

Occupation Recreation/Ranching

Home Phone (541) [REDACTED] 1 _____ Business Phone (_____) _____ ext _____

Cell Phone (optional) (_____) _____ E-mail address [REDACTED]

INTEREST IN APPOINTMENT

Describe in detail why you are interested in serving on the Wasco County Economic Development Commission. Include information about your background and how you meet the requirements for the position being sought. *You may complete this section on a separate sheet.*

See Attached.

ADDITIONAL INFORMATION

Do you have any identified conflicts of interest serving on this Commission (please identify)?

None. I'm on the Wasco County SWCD Board and the newly formed (not quite approved) Bakeoven/Shaniko RFPA Board.

**Completed forms may be returned to: Wasco County Economic Development Commission, c/o MCEDD,
515 East Second Street, The Dalles, OR 97058 or carrie@mcedd.org.**
Forms are due on Thursday, January 3, 2019.

I am interested in serving on the Wasco County Economic Development Commission as the Position 7 dryland crop / cattle production board member. I have a BS in Business and a minor in agribusiness. I have been in the agriculture business since 1995, 23 years. Growing up in a small town and watching a mill close, I understand the importance of having family wage jobs in the area that are sustainable long term. I moved to Wasco County 16 years ago when my partners and I bought a 6,300-acre dryland wheat and cattle ranch. We have increased our acreage over time and now run on almost 15,000 acres. We are always facing new challenges in agriculture. With the fires last year, we downsized our cattle herd and are rebuilding the ranch from the grass that is planted to the fences to make it better for the future. Our upland bird hunting business provide a recreational source of income on the ranch. Our ranch also has some interest in renewable energy as we currently have a wind / solar lease and have high hopes that it develops a wind / or solar farm.

I currently sit on the Wasco Co Soil and Water board, the Wasco County Area Watershed Coordination Board, the Maupin Oregon Chamber of Commerce, the newly formed Bakeoven and Shaniko Rural Fire Protection Agency, and I am the Chair of the Bakeoven Watershed. I am consistently offering my time for the betterment of my community and I can continue to do that by serving on the EDC board. I don't believe in wishing for change without being willing to do something, so I volunteer to be part of the change.

I feel that my background, current activities, willingness to listen, and desire to serve on the Economic Development Commission makes me a strong, highly qualified candidate for your board.



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE APPOINTMENT OF BOB KREIN TO THE WASCO COUNTY ECONOMIC DEVELOPMENT
COMMISSION POSITION #7

ORDER #19-058

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 Keith Nantz's appointment to the Wasco County Economic Development Commission expires December 31, 2018; and

IT FURTHER APPEARING TO THE BOARD: That Mr. Nantz is not seeking reappointment to his position on the Commission; and

IT FURTHER APPEARING TO THE BOARD: That Bob Krein is willing and is qualified to be appointed to the Wasco County Economic Development Commission.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Bob Krein be and is hereby appointed to Position #7 on the Wasco County Economic Development Commission; said term to expire on December 31, 2022.

DATED this 6th day of February, 2019.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS

Kristen Campbell, County Counsel

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice-Chair

Kathleen B. Schwartz, County Commissioner



MEMORANDUM

SUBJECT: QLIFE BOARD MEMBER APPOINTMENT FOR WASCO COUNTY

TO: BOARD OF COUNTY COMMISSIONERS

FROM: STEPHANIE KRELL

DATE: 1/18/19

BACKGROUND INFORMATION:

A vacancy exists on the QLife Board of Directors for the Wasco County at-large representative. Commissioner Hege, President of the QLife Board, and QLife Administrator Tyler Stone support the appointment of Lee Weinstein to that position. His application is attached for your review.

INFORMATION AND QUALIFICATION FORM

QLife Board of Directors VOLUNTEER POSITIONS WASCO COUNTY, OREGON

BACKGROUND

The QLife Budget Committee meets monthly to make policy and business decisions that provide direction to QLife staff.

APPLICATION

Provide personal qualifications to represent Wasco County on the QLife Board of Directors. Supplementary information may be attached. Do not provide confidential information.

POSITION DESCRIPTION: Member Wasco County Budget Committee

Name: _____ Lee Weinstein _____

Address: _____

Phone (_____) _____ Phone (work) (_____) _____

E-mail
address: __1903weinstein@gmail.com_____

Signature: _____



Date: __1/23/19_____

Number of years as a Wasco County resident: __14_____

Why are you interested in serving on the QLife Board of Directors? I am very interested in broadband issues and increasing access to rural businesses and residents to high-speed internet, which is critical to our economy, business competitiveness, residential property values, learning, quality of life and personal happiness. The Dalles has been greatly enhanced by QLife and has a lot of opportunity moving ahead.

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

Board of Directors
Oregon Cultural Trust
2010 –2015

Board of Trustees
Maryhill Museum of Art
2007 –2016

President; Vice President; Ex Officio Executive Committee
PR Boutiques International
2015-2019

Chair, Marketing Committee, The Dalles Area Chamber of Commerce
2005-2008

General Comments/Additional Relevant Information

Worked for a Republican and Democratic Oregon Governors

Staff of Oregon Congressman Ron Wyden

15 years Nike, Inc. communications

More at [linkedin.com/in/leeweinstein/](https://www.linkedin.com/in/leeweinstein/)

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

Or email completed form to: stephaniek@co.wasco.or.us



Weinstein PR

Lee Weinstein
President, Weinstein PR
twitter.com/WeinsteinPR
facebook.com/WeinsteinPR
linkedin.com/in/leeweinstein

www.weinsteinpr.com

4200 Obrist Road
The Dalles, OR 97058

1300 SW Park Ave, Ste. 2316
Portland, OR 97201
Tel.: 503-708-0402
Email: lee@weinsteinpr.com

Lee Weinstein is a highly experienced public relations and public affairs professional, having directed communications at NIKE, Inc., worked for a United States congressman and governor, and served on numerous nonprofit community and governmental boards of directors. He is the founder of Oregon-based boutique PR agency Weinstein PR and co-founder of Intentional Life Planning LLC.

From 1981 to 84, Lee was a legislative assistant to Oregon Congressman and now U.S. Sen. Ron Wyden. He was assistant dean of admissions at Lewis & Clark College from 1984-86. From 1986-88, Lee worked as executive assistant to Oregon Insurance Commissioner Ted Kulongoski, and from 1988-91 he was deputy press secretary to Oregon Gov. Neil Goldschmidt.

Lee worked as marketing communications director for the first AIDS/HIV food program in the nation, Project Open Hand in San Francisco, where he began the nation's first AIDS/HIV nutrition newsletter. He returned to Oregon in 1992 to become internal communications manager for Nike.

From 1995-1997, he ran Nike's New York City PR office, opening NikeTowns in New York, Seattle, San Francisco and Los Angeles, and directing apparel PR and product placement. He returned to Oregon in 1997 to become director of U.S. public relations, launching the Jordan Brand, Nike Shox and Nike Presto, supervising PR campaigns, working with top athletes, and helping to lead the company's PR efforts at the Sydney and Salt Lake City Olympic Games.

From 2002 to 2005, Lee directed Nike's corporate responsibility communications. He developed a strategic communications plan to build Nike's reputation as a responsible company by earning credibility through media story placement, third-party recognition and awards.

In June 2003, global employee communications was added to Lee's portfolio. Lee's team produced an innovative employee e-newsletter, "The Sponge." Lee oversaw the creation of Nike's Global Maxim Awards, recognizing the best work by teams and individual employees around the world, and began new employee engagement programs, including a regular intranet radio show for the Nike president and the "Nike Exchange," an up-close-and-personal dialogue between employees and senior executives.

In April 2005, Lee directed communications for the release of Nike's second corporate responsibility report, which helped to reposition the company's citizenship reputation. He was one of the architects behind NikeGO, the company's community affairs initiative (now Made to Play) to increase physical activity among young people.

Lee left Nike in 2007 to launch Weinstein PR, a boutique public relations agency based in the Columbia Gorge and Portland. Current and past clients include Facebook, Nike, Sierra Nevada Brewing, Portland Farmers Market, HOTLIPS Pizza & Soda, *popchips*, Providence Health & Services, the Oregon College Savings Plan, the City of Hillsboro, Prosper Portland (Lee renamed the 58-year-old former Portland Development Commission), Beaverton School District, Oregon Episcopal School, Reed and Lewis & Clark Colleges, The Society Hotel, the Hood River County Chamber of Commerce, Maryhill Winery, Minam River Lodge, and many others.

Nonprofit and governmental work has been a continued focus for Lee throughout his career. He founded Our Children's Store in 1993, a nonprofit gift store that has now raised more than \$2.5 million to help charities providing services to children in crisis. For nine years, Lee served on the Maryhill Museum of Art board of trustees. From 2005-2006, Lee worked on the committee helping Oregon First Lady Mary Oberst and the Oregon State Parks Trust to restore the Kam Wah Chung Museum in John Day, Ore. He was vice chair of Oregon 150, the nonprofit organization that planned Oregon's sesquicentennial birthday celebration in 2009. In 2010 he was appointed by Gov. Kulongoski and confirmed by the State Senate as a member of the Cultural Trust of Oregon, a statewide cultural plan to raise significant new funds to invest in Oregon's arts, humanities and heritage. In 2010, Lee helped start the Columbia Gorge Arts & Culture Alliance.

Lee was president of PR Boutiques International, an association of about 40 PR agencies globally, from 2016 to 18. In 2017, Weinstein PR received the "2016 Outstanding Oregon PR Program Award" from Travel Oregon for its work on the Historic Columbia River Highway Centennial Celebration.

Lee's article, "The Restless Soul in the Bathroom Mirror," was published by the Sunday *New York Times* in 2010. In 2017, Lee and his wife, Melinda, founded Intentional Life Planning LLC, named after a life planning process they created together. In December 2017, Lee authored "Write, Open, Act: An Intentional Life Planning Workbook," (writeopenact.com) about the process. The practical, hands-on workbook provides readers four steps to build a visual Intentional Life Plan and chart their plans in less than a day. Written for people of all walks of life, the book gives readers an actionable process that is highly visual, with original illustrations and inspirational messages sprinkled throughout. Lee and Melinda co-facilitate life planning workshops throughout the Pacific Northwest.

A member of S.N.O.B.—the Society of Native Oregon Born—Lee was born in Eugene and is a sixth-generation Oregonian. His great grandfather, Israel, was sheriff of Harney County. Lee's father was born in Burns and mother in Klamath Falls. Lee grew up in Salem, and attended the Catlin Gabel School and graduated from Lincoln High School in Portland. He earned his undergraduate degree from Lewis & Clark College, where he majored in political science, was student body president and was selected as an "Outstanding Young Alumni."

Lee loves music, hiking, running and exploring Oregon's backroads. He lives in The Dalles, Ore., with his wife, Melinda Weinstein. They have two adult daughters, theater director Emma Weinstein and elementary school art teacher Sophie Olson.



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

INT THE MATTER OF THE APPOINTMENT OF LEE WEINSTEIN TO THE QUALITY LIFE INTERGOVERNMENTAL AGENCY BOARD OF DIRECTORS

ORDER #19-059

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 Budget Committee; and

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

NOW, THEREFORE, IT IS HEREBY ORDERED: That Lee Weinstein 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 6th day of February, 2019.

APPROVED AS TO FORM:

Kristen Campbell, County Counsel

WASCO COUNTY BOARD OF COMMISSIONERS:

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice Chair

Kathleen B. Schwartz, 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 KATHLEEN SCHWARTZ TO THE MID-COLUMBIA COMMUNITY ACTION COUNCIL BOARD OF DIRECTORS

ORDER #19-060

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 Mid-Columbia Action Council Board of Directors; and

IT FURTHER APPEARING TO THE BOARD: That Commissioner Kathleen Schwartz is willing and is qualified to be appointed to the Mid-Columbia Action Council Board of Directors.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Commissioner Kathleen Schwartz be and is hereby appointed to the Mid-Columbia Action Council Board of Directors as Wasco County's Representative; said term to expire December 31, 2022.

DATED this 6th day of February, 2019.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS

Kristen Campbell, County Counsel

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice-Chair

Kathleen B. Schwartz, 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 KATHLEEN SCHWARTZ AS WASCO COUNTY REPRESENTATIVE ON
NORTHERN OREGON CORRECTIONAL FACILITY'S BOARD OF DIRECTORS

ORDER #19-061

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 Wasco County a vacancy for a Wasco County representative exists on Northern Oregon Correctional Facility's Board of Directors; and

IT FURTHER APPEARING TO THE BOARD: That Commissioner Kathleen Schwartz is willing and is qualified to be appointed as Wasco County's representative on the NORCOR Board of Directors; and

NOW, THEREFORE, IT IS HEREBY ORDERED: That Commissioner Kathleen Schwartz be and is hereby appointed as an the Wasco County representative on the NORCOR Board of Directors, to serve at the pleasure of the Board.

DATED this 6th day of February, 2019.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS

Kristen Campbell, County Counsel

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice-Chair

Kathleen B. Schwartz, 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 KATHLEEN SCHWARTZ TO THE MID-COLUMBIA HOUSING AUTHORITY
BOARD OF DIRECTORS

ORDER #19-062

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 Mid-Columbia Housing Authority Board of Directors; and

IT FURTHER APPEARING TO THE BOARD: That Commissioner Kathleen Schwartz is willing and is qualified to be appointed to the Mid-Columbia Housing Authority Board of Directors.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Commissioner Kathleen Schwartz be and is hereby appointed to the Mid-Columbia Housing Authority Board of Directors; said term to expire December 31, 2022.

DATED this 6th day of February, 2019.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS

Kristen Campbell, County Counsel

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice-Chair

Kathleen B. Schwartz, 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 KATHLEEN SCHWARTZ TO THE LOWER JOHN DAY AREA COMMISSION
ON TRANSPORTATION (LJDACT)

ORDER #19-060

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 County appointments are needed for a Wasco County representative and an alternate to serve on the Lower John Day Area Commission on Transportation; and

IT APPEARING TO THE BOARD: That a vacancy exists on the Lower John Day Area Commission on Transportation; and

IT FURTHER APPEARING TO THE BOARD: That Commissioner Kathleen Schwartz is willing and is qualified to be appointed to the Lower John Day Area Commission on Transportation.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Commissioner Kathleen Schwartz be and is hereby appointed to the Lower John Day Area Commission on Transportation as Wasco County's Alternate Representative; said term to expire December 31, 2022.

DATED this 6th day of February, 2019.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS

Kristen Campbell, County Counsel

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice-Chair

Kathleen B. Schwartz, County Commissioner



MOTION

SUBJECT: **Appointments**

I move to approve Orders 19-058 through 19-059 appointing Bob Krein to the Wasco County Economic Development Commission, Lee Weinstein to the QLife Board of Directors and Kathy Schwartz to the Mid-Columbia Community Action Council, NORCOR Board of Directors, Mid-Columbia Housing Authority and the Lower John Day Area Commission on Transportation.



DISCUSSION ITEM

South Wasco Park and Recreation District OSMB IGA Amendment 1

[STAFF MEMO](#)

[AWARD LETTER](#)

[2018 AGREEMENT](#)

[AMENDMENT 1](#)

[MOTION LANGUAGE](#)



MEMORANDUM

SUBJECT: Community Dispute Resolution Grant Process

TO: BOARD OF COUNTY COMMISSIONERS

FROM: LISA GAMBEE

DATE: 2.1.2019

The Oregon State Marine Board (OSMB) has re-approved the grant for South Wasco Park and Recreation District's (SWPRD) boat ramp projects, with an increase to \$60,000 for their support. New project documents have been sent from OSMB to SWPRD. The District is planning to put the project back out to bid in February and hopes to award the project in March.

As part of the process, OSMB is requesting that Wasco County sign the amendment reflecting the new timeline and increase in funding. SWPRD has also requested that the County receive the bids in the Clerk's Office where they can be time-stamped and hold bid-opening in the Courthouse as they did previously.



Oregon

Kate Brown, Governor

State Marine Board

435 Commercial St NE, Suite 400

PO Box 14145

Salem, OR 97309-5065

Main (503) 378-8587

Fax (503) 378-4597

www.BoatOregon.com

January 31, 2019



Brian Manning, Board President
South Wasco Park and Recreation District
PO Box 177
Tygh Valley, OR 97063

RE: Facility Grant 1607, South Pine Hollow Boat Ramp Repair Project

Dear Mr. Manning:

I am pleased to inform you that the State Marine Board approved an increase to the original grant for \$25,100 in dedicated state recreational boater funds for the above referenced Boating Facility Grant at its January 22, 2019 meeting in Oregon City, Oregon. The new total for this Facility Grant is \$60,000.

Altogether, the Board awarded five grants obligating over \$644,510 in dedicated recreational boater funds for recreational boating improvements. Your project, along with the other approved grants will help serve Oregon's boaters, encourage local tourism, and contribute to local economies.

A grant amendment is attached for your signature. Once signed please send to Lisa Gambee, Wasco County Clerk and request that she returns the amendment to Janine Belleque for our signature. After all partners have signed the amendment we will email a copy to you and Lisa Gambee for your records. Please remember that according to Boating Facility Program rules you may not begin any construction until the Amendment is signed by all parties. We are pleased to be able to enter into this partnership with you and look forward to the successful completion of this project. If you have any questions about this grant, contact Janine Belleque, Boating Facilities Manager at 503-378-2628 or email janine.belleque@oregon.gov.

Sincerely,

Larry Warren
Director

CC: Senator Cliff Bentz
Representative Daniel Bonham
Bill Brackman, SWPRD
Scott Hege, Wasco County Commissioner
Lisa Gambee, Wasco County Clerk
Kevin Herkamp, ODFW

BOATING FACILITY GRANT INTERGOVERNMENTAL AGREEMENT

Agreement No. 1607

This Agreement is between the State of Oregon acting by and through its State Marine Board ("OSMB"), Wasco County ("County"), and South Wasco Park and Recreation District ("Recipient") and, each a "Party" and, together, the "Parties".

SECTION 1: AUTHORITY

This Agreement is authorized by ORS 190.110. OSMB is authorized to provide grants for boating facility projects under ORS 830.150 and OSMB has sufficient facility grant funds available within its current biennial budget and has authorized expenditure on the Recipient's Project as defined below, and the Recipient agrees to comply with Boating Facility Grant Program rules in OAR 250-014 and other OSMB adopted policies and procedures.

SECTION 2: PURPOSE

The purpose of this Agreement is to set forth the obligations of the Parties in the development of recreational boating facilities at *South Pine Hollow Boat Ramp* for the replacement of *the upper 75 feet of the boat ramp*, hereinafter called the "Project," as described in the Recipient's Facility Grant Application FG#1607, County letter dated March 7, 2018 and Staff Report to OSMB.

SECTION 3: EFFECTIVE DATE AND DURATION

- 3.1 **Project Term.** This Agreement is effective on the date of the last signature and terminates on the date 20 years after the date of Project completion or 20 years after the date of final payment issuance, whichever is later, unless terminated earlier in accordance with Section 16.
- 3.2 **Project Completion.** The Project shall be completed, and final billing for the Project shall be submitted to OSMB, on or before December 31, 2018. Unless approved in writing, OSMB shall not be obligated to disburse any payments after this date.

SECTION 4: AUTHORIZED REPRESENTATIVES

- 4.1 OSMB's Authorized Representative is:

Janine Belleque, Boating Facilities Program Manager
PO Box 14145, Salem OR 97309
435 Commercial Street NE Suite #400, Salem Oregon
(503) 378-2628 Office Janine.Belleque@oregon.gov

- 4.2 County's Authorized Representative is:

Tyler Stone, Administrative Officer
511 Washington St., Suite 101, The Dalles, OR 97058
(541) 506-2552 tylers@co.wasco.or.us

FILED
WASCO COUNTY
4/26/2018 A 5:04
LISA GAMBEK
COUNTY CLERK
2018 JUR 34 A 5:04

4.3 Recipient's Authorized Representative is:

Brian Manning, Board President
PO Box 177, Tygh Valley, OR 97063
916-642-6900 Office roccobb@gmail.com

4.4 A Party may designate a new Authorized Representative by written notice to the other Parties.

SECTION 5: RESPONSIBILITIES OF EACH PARTY

5.1 Responsibility of County:

5.1.1 Maintenance and Operation of Project. Should Recipient default its duties, as determined by OSMB to this Agreement, the County shall assume responsibility for all of Recipient's obligations under this Agreement for the first 10 years of the Project Term beginning on the date of Project completion or after the date of final payment issuance, whichever is later. After the tenth year of the Project Term, the County shall have no responsibility whatsoever, unless agreed upon at County's sole discretion, for the Project or any obligation of itself or another party pursuant to this Agreement.

5.2 Responsibility of Recipient:

- 5.2.1 Required Notification: Years 1-10.** The Recipient will notify OSMB and County within 30 days if there is a change in the Recipient's status or ability to operate and maintain the Project.
- 5.2.2 Required Notification: Years 11-20.** The Recipient will notify OSMB within 30 days if there is a change in the Recipient's status or ability to operate and maintain the Project.
- 5.2.3 Status Change.** In the event of the Recipient's change in status, ability or authority to operate and maintain the Project, the Recipient will provide to OSMB reasonable and prudent options regarding how the Project will continue to be operated and maintained to serve public recreational boaters during the Project Term; or how grant funds will be re-paid by the Recipient. If the Recipient fails to provide the OSMB with an acceptable alternative for project operation and maintenance, then OSMB may pursue its remedies under Section 13.1, including its right to recover all funds contributed by OSMB for this project under Section 16.4. OSMB cannot own, operate or maintain the Project as described in Section 10.
- 5.2.4 Project Timeline.** The Recipient is responsible for maintaining the Project timeline for all dates and activities outlined as the Recipient's responsibility as identified in Attachment "A".
- 5.2.5 Matching Cash Funds.** The Recipient shall contribute the total sum of \$2,500.00 in cash and \$0.00 in pre-agreement expenditures as described in the Staff Report.
- 5.2.6 Matching Non-cash Resources.** The Recipient shall contribute the total sum of \$15,000.00 administrative match and \$4,000.00 force account labor, materials and/or equipment). These are non-reimbursable items.
- 5.2.7 Construction.** The Recipient shall award, and monitor the contractor's performance under the construction contract or construction consultant contract in such a manner as

to insure compliance with Project plans and specifications. The Recipient must notify OSMB immediately of any proposed change in Project design, cost modifications, proposed change orders or modification of scope. The Recipient shall be responsible for all costs associated with unauthorized changes or modifications unless otherwise specifically agreed to in writing by OSMB.

5.2.8 Commercial and Other Uses.

- a. For purposes of this Section 5, Commercial Use means any activity on or affecting the Project that was not described in the Facility Grant Application or Staff Report, or not approved pursuant to OSMB Policy 93-06 or 93-02, where the Recipient:
 1. has financial profit as a goal,
 2. charges any fees or receives any benefit to provide services, supplies or goods, or
 3. allows third parties to charge any fees or receive any benefit to provide services, supplies or goods.
- b. Commercial Use is prohibited.
- c. Recipient must have the capability to make and enforce an ordinance, rule, or other regulation to the effect that the Projects are for the benefit of recreational boaters, including, but not limited to prohibiting single cars from parking in boat trailer parking spots. If, in the sole discretion of OSMB, the use by non-recreational boaters such as swimmers, fishermen, divers, crabbers impact recreational boating uses or diminishes the useful life of the Project, then the Recipient must establish and enforce its ordinance, rule, or other regulation.
- d. If Project funded a pumpout or dump station in a marina or short term tie-up dock, the Recipient must include language in its moorage agreement requiring use of the pumpout and/or dump station if a boat has a holding tank or marine toilet.
- e. Recipient must restrict use of the Project to only boats that comply with ORS 830.770 and 830.775.

5.2.9 Project Sign. The Recipient shall post in a conspicuous location at the site a sign identifying OSMB's participation in the Project. The sign will be maintained during the Project Term.

5.2.10 Publications and Advertising. The Recipient shall include the following statement if publishing any report, news release or publication regarding the Project: "*Partial funding was provided by the Oregon State Marine Board Boating Facility Grant Program, investing fees and taxes paid by motorized boaters for boating facility improvements.*"

5.2.11 Public Access to Project. During the Project Term the Recipient shall allow open and unencumbered public access to the Project to all persons without regard to race, color, religious or political beliefs, sex, national origin, or place of primary residence. Recipient may restrict public access to the Project if it has documented safety concerns that cannot be immediately fixed. In the event that Recipient imposes such restrictions, Recipient

must immediately notify OSMB and work with OSMB on a plan for fixing the safety issues and reopening the Project. Restrictions that are unreasonably extended in duration may result in default.

- 5.2.12 User Fees.** Recipient shall notify and request written approval from OSMB of any user fees charged to recreational boaters for the use of the improvements described herein throughout the Project Term. Fees charged shall be reasonable and are subject to review and approval by OSMB. If user fees are charged for the use of the completed Project, the Recipient shall maintain sufficient records and accounting procedures that demonstrate all of the gross income from the fees is used to defray direct operational costs (for example, maintenance and repair costs) for the Project. User fees may affect Maintenance Assistance Program, as described in OAR 250-014-0040 eligibility on publicly owned and operated Projects.
- 5.2.13 Maintenance.** The Recipient shall at all times be responsible for the maintenance and operation of the Project and related facilities during the Project Term. This does not restrict the Recipient's ability to subcontract for the performance of maintenance and operation services. Such subcontractors would be subject to Section 5.2.16, Indemnification by Subcontractors.
- 5.2.14 Payments.** Recipient agrees to:
- Make payment promptly as due to all contractors, subcontractors, vendors or any other persons supplying labor or materials for the Project;
 - All employers, including Recipient that employ subject workers as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for exemption under ORS 656.126(2). Recipient shall require and ensure that each of its subcontractors complies with these requirements (unless inapplicable as a matter of federal law); and
 - Not permit any lien or claim to be filed or prosecuted against OSMB, due to any construction or maintenance activities at the Project.
- 5.2.15 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.
- 5.2.16 Indemnification by Subcontractors.** The Recipient shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, 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 Recipient'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 negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

- 5.2.17 Boating Facility Operation.** The Recipient operates and maintains recreational boating facilities at South Pine Hollow Boat Ramp. The boating facilities consist of the following recreational boating amenities: a single lane concrete boat ramp, paved parking for 28 vehicle with boat trailers and seven single cars, two stall vault toilet, access road exiting Pine Hollow Access Road/Reservoir Road into the South Pine Hollow Boat Ramp and maneuver area for launching and retrieving at the boat ramp. The Recipient shall continue to operate the recreational boating facilities referenced above for the duration of this Agreement. Should Recipient default its duties as determined by OSMB to this Agreement, the County shall assume responsibility for the operation and maintenance of the boat ramp and will not block, barricade or restrict use of the parking area, access road or maneuver area for recreational boating. After the tenth year of the Project Term, the County shall have no responsibility under this Agreement for the Project or recreational boating facilities, unless agreed upon at County's sole discretion.

5.3 Responsibility of OSMB:

- 5.3.1** OSMB shall pay Recipient as described in Sections 6 and 7.
- 5.3.2** OSMB will notify the County in writing if Recipient fails to fulfill any of its obligations under this Agreement within the first 10 year period.
- 5.3.3** OSMB will notify Recipient in writing, if Recipient fails to fulfill its obligation under this Agreement.

SECTION 6: CONDITIONS TO DISBURSEMENT

- 6.1 Conditions Precedent to Any Reimbursement.** OSMB shall not be obligated to disburse any of the grant funds to reimburse the Recipient for Project costs hereunder unless OSMB has received from the Recipient:
- a. Prior to Project solicitation or construction, the final architectural and engineering plans, specifications, and cost estimate(s), statement of work, request for proposals or other documentation for the Project, documents must be in form and substance satisfactory to OSMB;
 - b. Prior to Project construction a copy of all required, federal, state and local permits or approvals for the Project; and
 - c. A copy of the contractor's, vendor's, supplier's bid pricing, unless the Recipient is completing the Project; and
 - d. Reimbursement Requests must be submitted on the approved OSMB Boating Facility Grant Reimbursement form along with all supporting documentation. Reimbursements shall be prorated between the Parties based on the percentage of their respective cash contributions as set forth in Section 5 and Section 7.

- 6.2 Conditions Precedent to Partial Progress Payment(s).** OSMB shall not be obligated to make partial progress reimbursement payment(s) hereunder until supporting documentation of the percentage of Project completion has been received, reviewed and

approved by OSMB, which approval shall not be unreasonably withheld. In no event shall OSMB disburse more than ninety percent (90%) of the amount indicated in Section 7.1 as progress payments.

6.3 Conditions Precedent to Final Payment. OSMB shall not be obligated to make final payment hereunder until the following have been completed or supplied:

- a. Supporting documentation in form and content determined by OSMB, has been received reviewed and approved by OSMB; and
- b. Recipient provides a minimum of three photographs detailing the completed work. One photo must be of the installed sign crediting OSMB with funding the Project; and
- c. Inspection and approval of the Project by OSMB.

SECTION 7: COMPENSATION AND PAYMENT TERMS

7.1 Grant Funds. Upon approval by its governing body, OSMB shall provide grant funds in the amount of **\$34,900.00** to the Recipient to fund the Project. OSMB shall not provide to the Recipient, and the Recipient shall not use any funds described in this section for administrative or for accounting costs whether or not related to this Agreement.

7.2 Payments. After the Recipient awards the contract for the Project, and activities commence, OSMB shall, upon receipt of the Recipient's request for reimbursement and appropriate documentation all in form and substance satisfactory to OSMB, disburse funds to the Recipient in accordance with Section 6 "CONDITIONS TO DISBURSEMENT".

7.3 Overpayment. In the event that the aggregate amount of OSMB's interim progress payments to the Recipient exceeds the allowable reimbursable costs of the Recipient for the Project, the Recipient agrees to refund to OSMB the amount paid in excess of such allowable expenses within thirty (30) days of final billing by the Recipient or the Project Completion Date, whichever is earlier.

7.4 Disallowed Costs. The Recipient agrees that payment(s) made by OSMB under this Agreement shall be subject to offset or reduction for any amounts previously paid hereunder that are found by OSMB not to constitute allowable costs under this Agreement based on the results of an audit examination. If such disallowed amount exceeds the payment(s), the Recipient shall pay OSMB the amount of such excess within 30 days after written notice of disallowed costs is provided by OSMB.

7.5 Cost Savings. Any cost savings realized on the Project shall be prorated between the Parties based on the percentage of their respective cash contributions as set forth in Section 7.1. and Section 5.1 "RESPONSIBILITIES OF EACH PARTY."

SECTION 8: REPRESENTATIONS AND WARRANTIES

Recipient represents and warrants to OSMB that:

- 8.1** Recipient is a parks district duly organized and validly existing. Recipient has the power and authority to enter into and perform this Agreement;
- 8.2** The making and performance by Recipient of this Agreement (a) have been duly authorized

by Recipient, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is party or by which Recipient may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement, other than those that have already been obtained;

- 8.3** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient enforceable in accordance with its terms;
- 8.4** Recipient has the skill and knowledge possessed by well-informed members of the industry, trade or profession most closely involved in providing the services under this Agreement, and Recipient will apply that skill and knowledge with care and diligence to perform its obligations under this Agreement in a professional manner and in accordance with the highest standards prevalent in the related industry, trade or profession; and
- 8.5** Recipient shall, at all times during the Project Term, be qualified, professionally competent, and duly licensed to perform its obligations under this Agreement.

The representations and warranties set forth in this section are in addition to, and not in lieu of, any other representations or warranties provided by Recipient.

SECTION 9: GOVERNING LAW, CONSENT TO JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between OSMB or any other agency or department of the State of Oregon, or both, and Recipient or County that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether 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. RECIPIENT AND COUNTY, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

SECTION 10: OWNERSHIP OF WORK PRODUCT

- 10.1** As used in this Section 10 and elsewhere in this Agreement, the following terms have the meanings set forth below:
 - 10.1.1 Project Ownership.** The Parties acknowledge and agree that the Project is the exclusive property of the Recipient. OSMB and County are neither responsible nor liable in any manner for the construction, operation or maintenance of the Project unless otherwise

described in this Agreement or agreed in writing among the Parties.

- 10.1.2 Authority of the Board.** The County and Recipient acknowledge and agree that the OSMB's statutory authority (ORS 830.110) does not include authority to acquire by purchase, agreement, donation or by exercise of eminent domain, real property or any right or interest therein deemed necessary for the operation and development of roads, boat ramps, boat docks, ties ups, pumpouts, restrooms, or floating restrooms. The Parties acknowledge that through this Agreement the OSMB will provide funding for construction of the facilities, but otherwise has no authority to operate or maintain the facilities.

SECTION 11: NO DUPLICATE PAYMENT

The Recipient shall not be compensated for, or receive any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon, including, but not limited to, the Oregon Department of Fish and Wildlife, or the United States of America or any other party.

SECTION 12: CONTRIBUTION

- 12.1** 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 (a "Third Party Claim") against a Party (the "Notified Party") with respect to which the other Party (the "Other Party") may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each 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 Section and a 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 contribution obligation under this Section 12 with respect to the Third Party Claim.
- 12.2** With respect to a Third Party Claim for which OSMB is jointly liable with Recipient or County (or would be if joined in the Third Party Claim), OSMB 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 Recipient in such proportion as is appropriate to reflect the relative fault of OSMB on the one hand and of Recipient or County on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of OSMB on the one hand and of Recipient or County 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. OSMB's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.
- 12.3** With respect to a Third Party Claim for which Recipient or County is jointly liable with OSMB (or would be if joined in the Third Party Claim), Recipient or County 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 OSMB in such proportion as is appropriate to reflect the relative fault of Recipient or County on the one hand and of OSMB on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient or County on the one hand and of OSMB 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. Recipient's or County'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.

SECTION 13: REMEDIES

- 13.1** In the event Recipient or County is in default under Section 16.3, OSMB 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: (a) termination of this Agreement under Section 16, (b) reducing or withholding payment for work or Work Product that Recipient or County has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (c) requiring Recipient or County to perform, at Recipient's or County's expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (e) exercise of its right of recovery of overpayments under Section 14 (in addition to the remedies provided in Section 7.3) of this Agreement or setoff, or both. These remedies are cumulative to the extent the remedies are not inconsistent, and OSMB may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 13.2** In the event OSMB is in default under Section 16.3 and whether or not Recipient or County elects to exercise its right to terminate this Agreement under Section 16, or in the event OSMB terminates this Agreement under Sections 16.1, 16.2, or 16.3, Recipient's and County's sole monetary remedy will be (a) for work compensable at a stated rate, a claim for unpaid invoices for work completed and accepted by OSMB, for work completed and accepted by OSMB within any limits set forth in this Agreement but not yet invoiced, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less any claims OSMB has against Recipient or County, and (b) for deliverable-based work, a claim for the sum designated for completing the deliverable multiplied by the percentage of work completed on the deliverable and accepted by OSMB, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less previous amounts paid for the deliverable and any claims that OSMB has against Recipient or County. In no event will OSMB be liable to Recipient or County for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Recipient or County exceed the amount due to Recipient or County under this Section 13.2, Recipient or County shall promptly pay any excess to OSMB.

SECTION 14: RECOVERY OF OVERPAYMENTS

In addition to the remedies provided in Section 7.4, if payments to Recipient or County under

this Agreement, or any other agreement between OSMB and Recipient or County, exceed the amount to which Recipient or County is entitled, OSMB may, after notifying Recipient or County in writing, withhold from payments due Recipient or County under this Agreement, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment.

SECTION 15: LIMITATION OF LIABILITY

EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 12, NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

SECTION 16: TERMINATION

16.1 Termination for Convenience. The Recipient or County may terminate this Agreement at any time upon thirty (30) days prior written notice to OSMB; provided, however, that the Recipient or County shall, within thirty (30) days of such termination, reimburse OSMB for all funds contributed by OSMB to the Project; provided further that until the Recipient or County has fully reimbursed OSMB for such funds, the Recipient or County shall comply with the terms hereof. Delinquent payments shall bear interest at the rate of nine percent (9%) per annum, or, if such rate shall exceed the maximum rate allowed by law, then as such maximum rate, and shall be payable on demand.

16.2 Termination Because of Non-Appropriation or Project Ineligibility. OSMB may immediately terminate this Agreement by written notice to the Recipient or County if:

- a. OSMB fails to receive funding or allotments, appropriations, limitations, or other expenditure authority at levels sufficient to pay for the allowable costs of the Project to be funded hereunder or should any state law, regulation or guideline be modified, changed or interpreted in such a way that the Project, or any portion of the Project, is no longer eligible for facility grant funds as described in ORS 830.150.
- b. In the event insufficient funds are appropriated for the payments under this Agreement and the Recipient or County has no other lawfully available funds, then the Recipient or County may terminate this Agreement at the end of its current fiscal year, with no further liability to OSMB. The Recipient or County shall deliver written notice to OSMB of such termination no later than 30 days from the determination by the Recipient or County of the event of non-appropriation. OSMB shall pay for all authorized Project costs expended up to the date of written notice of termination.

16.3 Termination for Default. OSMB, at any time upon 30 days prior written notice of default to the Recipient or County, may terminate this Agreement if:

- a. The design, permitting, or construction of the Project is not pursued with due diligence; or
- b. The Recipient's or County's authorization to use the construction sites or Project area is not sufficient, legal and valid; or
- c. The construction of the Project is not permissible under federal, state, or local law; or
- d. The Recipient or County, does not abide by the nondiscrimination and affirmative action provisions of this Agreement; or
- e. The Recipient or County, without the prior written approval of OSMB, uses the funds provided by OSMB hereunder to build any project other than the Project described in the final architectural and engineering drawings approved by OSMB; or
- f. The construction is not completed in a good and workmanlike manner or fails to comply with any required permits; or
- g. During the Project Term , the Recipient or County fails to perform any obligation or requirement of this Agreement, including, but not limited to, allowing users to exceed the length of stay at a short term tie-up dock, allowing non-recreational boating use such as crabbing, fishing, swimming, diving or other activities to impact a recreational boaters ability to use the Project or coveys the Project or the Project property or any part thereof or converts the use of the Project or the Project property to a use that precludes free and unencumbered recreational public boating access.
- h. The Recipient or County defaults under any other agreement between the Parties.

16.4 Rights and Remedies. The Recipient or County shall, within 30 days of its receipt of a notice of default, reimburse OSMB for all funds contributed by OSMB to the Project. Further, OSMB shall have any and all rights and remedies available at law or in equity.

SECTION 17: NONAPPROPRIATION

OSMB's obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon OSMB receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow OSMB, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of OSMB.

SECTION 18: AMENDMENTS

The terms of this Agreement may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.

SECTION 19: NOTICE

Except as otherwise expressly provided in this Agreement, any notices to be given relating to

this Agreement must be given in writing by facsimile, email, personal delivery, or postage prepaid mail, to a Party's Authorized Representative at the physical address, fax number or email address set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this Section 19. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number.

SECTION 20: SURVIVAL

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under Sections 9, 10, 12, 14, 15 and 20 hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination. The County's rights and obligations under this Agreement will terminate 10 years into the Project Term. It is agreed that the County's obligations shall not, under any circumstance extend beyond the first ten years unless agreed upon by the County at its sole discretion.

SECTION 21: SEVERABILITY

The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

SECTION 22: COUNTERPARTS

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

SECTION 23: COMPLIANCE WITH LAW

- 23.1 Compliance with Law Generally.** Recipient and County shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to Recipient or County and the Agreement. **Oregon False Claims Act.** Recipient and County acknowledge the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any action by Recipient or County pertaining to this Agreement, including the procurement process relating to this Agreement that constitutes a "claim" (as defined by ORS 180.750(1)). By its execution of this Agreement, Recipient and County certify the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or causes to be made that pertains to this Agreement. In addition to other penalties that may be applicable, Recipient and County further acknowledge that if it makes, or causes to be made, a false claim or performs a prohibited act under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against Recipient or

County. Recipient and County understand and agree that any remedy that may be available under the Oregon False Claims Act is in addition to any other remedy available to the State or OSMB under this Contract or any other provision of law.

- 23.2 Tax Compliance.** As set forth on Exhibit B and C, Recipient and County have complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state. Recipient and County shall, throughout the duration of this Agreement and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this Section, "tax laws" includes: (i) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (ii) Any tax provisions imposed by a political subdivision of this state that applied to Recipient or County, to Recipient's or County's property, operations, receipts, or income, or to Recipient's or County's performance of or compensation for any work performed by Recipient or County; (iii) Any tax provisions imposed by a political subdivision of this state that applied to Recipient or County, or to goods, services, or property, whether tangible or intangible, provided by Recipient or County; and (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Any failure to comply with the provisions of this subsection 23 constitutes a material breach of this Agreement. Further, any failure to comply with Recipient's or County's certifications set forth in Exhibit B and C also shall constitute a material breach of this Agreement. Any failure to comply shall entitle OSMB to terminate this Agreement, to pursue and recover any and all damages that arise from the breach and the termination of this Agreement, and to pursue any or all of the remedies available under this Agreement, at law, or in equity, including but not limited to:

- 23.2.1** Termination of this Agreement, in whole or in part;
- 23.2.2** Offsetting against any amount owed to Recipient or County, and withholding of amounts otherwise due and owing to Recipient or County, in an amount equal to State's setoff right, without penalty; and
- 23.2.3** Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. OSMB may recover any and all damages suffered as the result of Recipient's or County's breach of this Agreement, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement Services and applications.

In addition, this Agreement will be reported to the Oregon Department of Revenue. The Department of Revenue may take any and all actions permitted by law relative to the collection of taxes due to the State of Oregon or a political subdivision, including (i) garnishing the Recipient's or County's compensation under this Agreement or (ii) exercising a right of setoff against Recipient's or County's compensation under this Agreement for any amounts that may be due and unpaid to the State of Oregon or its political subdivisions for which the Department of Revenue collects debts.

These remedies are cumulative to the extent the remedies are not inconsistent, and OSMB may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

SECTION 24: INDEPENDENT CONTRACTORS

The Parties agree and acknowledge that their relationship is that of independent contracting parties and that Recipient and County are not officers, employees, or agents of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

SECTION 25: PERSONS NOT TO BENEFIT

No member of or delegate to Congress, resident commissioner, officer, agent or employee of the United States of America, member of the Oregon Legislative Assembly, elected official of the State of Oregon, or official, agent, or employee of the State of Oregon, or elected member, officer, agent, or employee of any political subdivision, municipality or municipal corporation of the State of Oregon shall be admitted to any share or part of this Agreement or derive any financial benefit that may arise therefrom.

SECTION 26: INTENDED BENEFICIARIES

OSMB, Recipient, and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. The County is a party to this Agreement only for the first 10 years of the Project Term, at which time its rights and obligations will terminate, except as provided in Section 20 Survival. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

SECTION 27: FORCE MAJEURE

Neither Party is responsible for any failure to perform or any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. OSMB may terminate this Agreement upon written notice to Recipient or County after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

SECTION 28: ASSIGNMENT AND SUCCESSORS IN INTEREST

Recipient and County may not assign or transfer its interest in this Agreement without the prior written consent of OSMB and any attempt by Recipient or County to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. OSMB's consent to Recipient's or County's assignment or transfer of its interest in this Agreement will not relieve Recipient or County of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

SECTION 29: SUBCONTRACTS

Recipient and County shall not, without OSMB's prior written consent, enter into any subcontracts for any of the work required of Recipient or County under this Agreement.

OSMB's consent to any subcontract will not relieve Recipient or County of any of its duties or obligations under this Agreement.

SECTION 30: TIME IS OF THE ESSENCE

Time is of the essence in Recipient's or County's performance of its obligations under this Agreement.

SECTION 31: MERGER, WAIVER

This Agreement, the Facility Grant Application, County letter dated March 7, 2018, Staff Report and all exhibits and attachments to those documents, 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. No waiver or consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

SECTION 32: RECORDS MAINTENANCE AND ACCESS

Recipient and County shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Recipient and County shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient or County, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Recipient's and County's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient or County, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Recipient and County acknowledge and agree that OSMB 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. Recipient and County shall 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. Subject to foregoing minimum records retention requirement, Recipient and County shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

SECTION 33: 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 34: ADDITIONAL REQUIREMENTS

Recipient and County shall comply with the additional requirements set forth in Exhibit D, attached hereto and incorporated herein by this reference.

SECTION 35: AGREEMENT DOCUMENTS

This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement less all exhibits, the Facility Grant Application, County letter dated March 7, 2018, OSMB Staff Report, attached Exhibit A (the Project Timeline), Exhibit B (Recipient Certificate of Tax Compliance), Exhibit C (County Certificate of Tax Compliance) and Exhibit D (Additional Requirements).

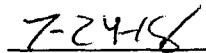
SECTION 36: SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

STATE OF OREGON acting by and through its State Marine Board.

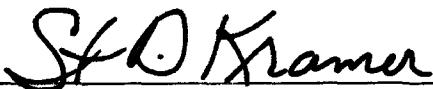


Larry Warren, Director



Date

Wasco County

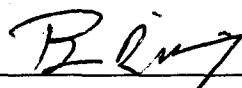


Steven D. Kramer, Chair Wasco County Board of Commissioners

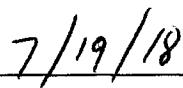


Date

South Wasco Park and Recreation District

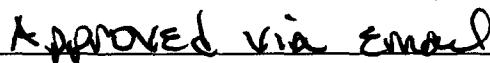


Brian Manning, President

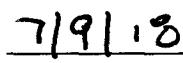


Date

Approved for Legal Sufficiency in accordance with ORS 291.047



Matt DeVore, Assistant Attorney General



Date

EXHIBIT A

PROJECT TIMELINE

Responsibility	Date	Description
Recipient	Estimated late July 2018	Solicit for bids-prepare documents, bid opening, evaluate responses, award contract and manage the process.
Recipient	Estimated late July 2018	Provide OSMB with a copy of bid document, bid results and awarded contract.
Recipient	Estimated early July 2018	Consult with OSMB if a pre-construction meeting is recommended.
Recipient	Estimated mid-August 2018	Notify OSMB when contractor has mobilized onsite.
Recipient	Estimated late October 2018	Notify OSMB when the Contractor has requested a final inspection
OSMB	During bid process through final completion and inspection. Estimated July-October 2018	OSMB will be available to provide technical assistance to the Recipient, review submittals, and conduct designated inspections.
Recipient	Estimated September-October-November 2018	Receive contractor invoices, issue payment and request final reimbursement from OSMB.
OSMB	Estimated October-November 2018	Issue final reimbursement and begin 20 year maintenance and operation obligation.

EXHIBIT B

RECIPIENT CERTIFICATION OF TAX COMPLIANCE

The individual signing on behalf of Recipient hereby certifies and swears under penalty of perjury to the best of the individual's knowledge that:

1. The number shown on this form is Recipient's correct taxpayer identification;

Federal Tax Number 81-2149609

Oregon Tax Number _____

Organizational DUNS 081309781

2. Recipient is not subject to backup withholding because:

(i) Recipient is exempt from backup withholding.

(ii) Recipient has not been notified by the IRS that Recipient is subject to backup withholding as a result of a failure to report all interest or dividends, or

(iii) the IRS has notified Recipient that Recipient is no longer subject to backup withholding.

3. S/he is authorized to act on behalf of Recipient; s/he has authority and knowledge regarding Recipient's payment of taxes,

4. For a period of no fewer than six calendar years preceding the Effective Date of this Contract, Recipient faithfully has complied with:

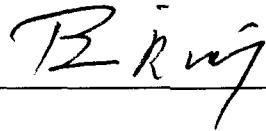
(i) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;

(ii) Any tax provisions imposed by a political subdivision of this state that applied to Recipient, to Recipient's property, operations, receipts, or income, or to Recipient's performance of or compensation for any work performed by Recipient;

(iii) Any tax provisions imposed by a political subdivision of this state that applied to Recipient, or to goods, services, or property, whether tangible or intangible, provided by Recipient; and

(iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Recipient Signature _____



Date _____

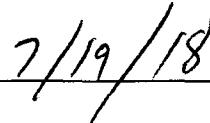


EXHIBIT C

COUNTY CERTIFICATION OF TAX COMPLIANCE

The individual signing on behalf of County hereby certifies and swears under penalty of perjury to the best of the individual's knowledge that:

1. The number shown on this form is County's correct taxpayer identification;

Federal Tax Number 93-6002315

Oregon Tax Number 0502111-1

Organizational DUNS 08-441-5959

2. County is not subject to backup withholding because:

- (i) County is exempt from backup withholding.
- (ii) County has not been notified by the IRS that Recipient is subject to backup withholding as a result of a failure to report all interest or dividends, or
- (iii) the IRS has notified County that County is no longer subject to backup withholding.

3. S/he is authorized to act on behalf of County; s/he has authority and knowledge regarding County's payment of taxes,

4. For a period of no fewer than six calendar years preceding the Effective Date of this Contract, County faithfully has complied with:

- (i) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
- (ii) Any tax provisions imposed by a political subdivision of this state that applied to County, to County's property, operations, receipts, or income, or to County's performance of or compensation for any work performed by County;
- (iii) Any tax provisions imposed by a political subdivision of this state that applied to County, or to goods, services, or property, whether tangible or intangible, provided by County; and
- (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

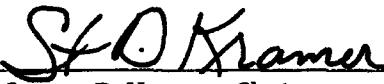
County Signature  Date July 11, 2018
Steven D. Kramer, Chair

EXHIBIT D

ADDITIONAL REQUIREMENTS

(Reserved)

AMENDMENT NO. 1
BOATING FACILITY GRANT
INTERGOVERNMENTAL AGREEMENT

Agreement No. 1607

This Amendment here by modifies the Facility Grant Intergovernmental Agreement, entered into by and between the State Marine Board ("OSMB"), Wasco County ("County"), and South Wasco Park and Recreation District ("Recipient") and, each a "Party" and, together, the "Parties".

This Agreement entered into July 24, 2018 shall be amended pursuant the Recipient request for cost increase and project completion extension, approved by the Marine Board January 22, 2019.

Delete Attachment "A" in its entirety and replace with *revised* Attachment "A".

The following provision shall be modified, with deleted text indicated by brackets [deleted], and new text indicated by underlining (new).

SECTION 2: PURPOSE

The purpose of this Agreement is set forth the obligations of the Parties in the development of recreational boating facilities at *South Pine Hollow Boat Ramp* for the replacement of *the upper 75 feet of the boat ramp*, hereinafter called the "Project", as described in the Recipient's Facility Grant Application FG#1607, County letter dated March 7, 2018 and Staff Report to OSMB.

SECTION 3: EFFECTIVE DATE AND DURATION

3.2 Project Completion. The Project shall be completed, and final billing for the Project shall be submitted to OSMB, on or before [December 31, 2018] December 31, 2019. Unless approved in writing, OSMB shall not be obligated to disburse any payments after this date.

SECTION 7: COMPENSATION AND PAYMENT TERMS

7.1 Grant Funds. Upon approval by its governing body, OSMB shall provide grant funds in the amount of [\$34,900] \$60,000 to the Recipient to fund the Project. OSMB funding is available beginning July 1, 2019. OSMB shall not provide to the Recipient, and the Recipient shall not use any funds described in this section for administrative or for accounting costs whether or not related to this Agreement.

SECTION 36: SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the dates set forth below.

STATE OF OREGON acting by and through its State Marine Board.

Larry Warren, Director

Date

Wasco County

Steve D. Kramer, Chair Wasco County Board of Commissioners

Date

South Wasco Park and Recreation District

Brian Manning, President

Date

Approved for Legal Sufficient in accordance with ORS 291.047

Approved via email

7/9/2018

Matt DeVore, Assistant Attorney General

Date

EXHIBIT A-Revised

PROJECT TIMELINE

Responsibility	Date	Description
Recipient	February 2019	Issue payment to DEQ for Water Quality Certification
Recipient	February 2019	Bid Solicitation
Recipient	March 2019	Contract awarded after ODFW Commission determination
OSMB	During bid process through final completion and inspection. Estimated February – November 2019	OSMB will be available to provide technical assistance to the Recipient, review submittals, and conduct designated inspections.
Recipient	July 2019	Renew DSL permit that expire August 22, 2019
Recipient	September-November 2019	Construction completed
Recipient	Estimated November 2019	Notify OSMB when the Contractor has requested a final inspection.
Recipient	December 2019	Receive contactor invoices, issue payment and request final reimbursement from OSMB.
OSMB	December 2019	Issue final reimbursement and begin 20 year maintenance and operation obligation.



MOTION

SUBJECT: SWPRD OREGON STATE MARINE BOARD IGA AMENDMENT 1

I move to approve Amendment 1 to the Boating Facility Grant Intergovernmental Agreement 1607 between South Wasco Park and Recreation District, Oregon State Marine Board and Wasco County.



CONSENT AGENDA

MINUTES: 1.16.2019 REGULAR SESSION

REAPPOINTMENTS



**WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
JANUARY 16, 2019**

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

At 9:05 a.m. Chair Kramer opened the Regular Session with the Pledge of Allegiance. Changes to the Agenda:

- Remove Youth Think IGA from the Discussion List
- Remove Order 19-007 from the Consent Agenda

Public Comment – Cultural Trust

Corliss Marsh announced that the local Cultural Trust awarded six 2019 grants for a total of \$9,000. The grants included:

- The Dalles Library for an Artist in Residence
- Dufur School District for Storytellers
- St Mary's Academy for the Missoula Children's Theater
- Masquerader's Theater
- NORCOR – Drums for Youth
- The Dalles Social

Discussion List – Transfer Amendments

Public Works Director Arthur Smith explained that these are time extensions for the Cody Road and Rail Hollow projects which they were not able to complete prior to the federal government shut-down. He said that there is really no work on our end; if they did not get an extension, a new agreement would have been needed which is time consuming and costly.

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Ms. White explained that because the January 2nd Board Session was cancelled and the shutdown was looming, it was determined that the extensions needed to be signed and sent back as soon as possible. Since there were no substantive changes and no cost increases as a result of the extensions, Chair Kramer signed the extensions on January 2, 2019 with the understanding the documents would come before the Board for approval at the January 16, 2019 Session.

{{Vice-Chair Hege moved to approve FHWA Agreement DTFH7015E00026 Amendment 1 for the Rail Hollow Overlay Project and FHWA Agreement DTFH701400012 Amendment 3 for the Wamic Market Grade Reconstruction Project. Commissioner Schwartz seconded the motion which passed unanimously.}}}

Discussion List – OIB Funds Appropriation

County Assessor and Oregon Investment Board Member Jill Amery explained that when the 1986 Scenic Area Act was created it authorized the OIB to manage \$10 million intended for economic growth and development within the area. While \$10 million was authorized for the program, only a little more than \$8 million was actually appropriated. OIB is working to obtain the remaining allotted funds for the program.

Vice-Chair Hege commented that this is also a priority for the Community Outreach Team. Commissioner Schwartz asked what is holding up the funding. Ms. Amery replied that the government authorized the funding but did not appropriate it.

*****The Board was in consensus to sign a letter of support for the Oregon Investment Board's efforts to secure the remaining authorized funding for their loan program.*****

Discussion List – Emergency Preparedness Grant Program

Emergency Manager Juston Huffman announced that this would be his last appearance before the Board as his last day at the County is January 25th. He said that this annual grant provides 50% of the programs base funding; he asked that the Board approve the grant agreement.

The Board thanked Mr. Huffman for his service to the County and wished him well on his new career.

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{{{Commissioner Schwartz moved to approve Emergency Management Performance Grant #18-533 for \$48,351. Vice-Chair Hege seconded the motion which passed unanimously.}}}

Discussion List – MCCFL Lease Extension

Ms. White explained that Mid-Columbia Center for Living is occupying space in two of the County annexes while their new facility is under construction. Their lease for Annex C will expire at the end of January; the Annex A lease expires at the end of June. This extension will take them through to the end of the year, although they will probably terminate prior to that date. The Annex A extension will come to the Board at one of the June sessions.

{{{Vice-Chair Hege moved to approve the extension for Mid-Columbia Center for Living's lease for Annex C located at 419 East 7th Street, The Dalles, Oregon. Chair Kramer seconded the motion which passed unanimously.}}}}

Discussion List – Appointments

Commissioner Schwartz asked why Jeff Justesen and Dan Lindhorst are appointed as lay-persons. Ms. White explained that the Local Public Safety Coordinating Council composition is dictated by statute with about a dozen community positions such as the district attorney, juvenile director, public defender, etc. There is also a provision for an unlimited number of at-large or lay person positions. Anyone appointed to the Council that does not fill one of the statutorily required positions is appointed to an at-large or lay person position.

Juvenile Director Molly Rogers said that in every other county in the state, the corrections facility is run by the Sheriff and Juvenile Director. While Mr. Justesen and Mr. Lindhorst run the day-to-day operations for the Northern Oregon Correctional Facility, there is not a statutorily defined position for them on the Council; being lay-citizens does not diminish their participation – they have full voting privileges on the Council.

Mr. Stone asked if there has been any research into the question of a public employee serving on the budget committee for an entity that they are a member of. Ms. Rogers replied that she would suggest having County Counsel look into that; the NORCOR counsel has determined that the elected officials can serve in that capacity. Mr. Stone suggested that they may want to not act on this

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appointment until they have that answer. Vice-Chair Hege responded that he would rather make the appointment and rescind it if needed.

*****The Board was in consensus to direct County Counsel to research and provide an opinion on the legality of having a public employee appointed to the budget committee of an entity of which the County is a member.*****

Theresa Hepker asked what the appointments are for. Chair Kramer read the list of appointments included in the Board Packet.

{{{Vice-Chair Hege moved to approve the slate of appointments included in the discussion list as follows:

- **Rita Rathkey to Special Transportation Funds Advisory Committee**
- **Tyler Stone to NORCOR Budget Committee**
- **Megan Thompson to Economic Development Commission**
- **Les Kipper to LPSCC**
- **Appointing Jack Morris to LPSCC**
- **Appointing Jeff Justesen to LPSCC**
- **Appointing Dan Lindhorst to LPSCC**
- **Appointing Steve Kramer to LPSCC**
- **Appointing Candy Armstrong to LPSCC**

Commissioner Schwartz seconded the motion which passed unanimously.}}}

Discussion List – Finance Report

Finance Director Mike Middleton reviewed the reports included in the Board Packet. He noted that the Museum expects increased revenue as a result of the cruise ship contracts they have negotiated; that revenue will make them less dependent on the City and County.

Mr. Middleton said that the audit is in and looks good; it is not being presented today as there was not time on the agenda. It will come to the Board at the February 6th session.

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Vice-Chair Hege noted that the marijuana receipts are higher than he had expected. He asked how we predict what they will be. Mr. Middleton responded that it is difficult at this early stage to make that prediction but he has tried to use the available data to determine a trend. He noted that the first year's receipts included more than a year's worth of revenue as the state had a delay in distribution.

Vice-Chair Hege pointed out that they changed the whole system to include production and it is confusing as to how it is calculated. Finance Consultant Debbie Smith-Wagar said that it is similar to the liquor tax; the Oregon Liquor Control Commission collects the tax, keeps a portion and distributes the rest based on population.

Agenda Item – Public Hearing

At 9:30 a.m. Chair Kramer opened a public hearing for 921-18-000098, 921-18-000099, 921-18-000100 and 921-18-000108 review of a recommendation made by the Wasco County Planning Commissioner for a legislative hearing to consider approving amendments to the Wasco County Comprehensive Plan, Wasco County 2040. Proposed are amendments to Chapter 6, 9, 2 and 3, respectively.

Amendments also include the adoption of a new format for the plan. These amendments relate to work tasks #5, 6, 7 and 8 of Wasco County's Periodic Review to update the Comprehensive Plan. The proposed amendments will have a widespread affect, on many properties and zones, and is therefore a legislative amendment.

Chair Kramer explained the procedure to be followed during the hearing and asked the following questions:

Does any Commission member wish to disqualify themselves for any personal or financial interest in this matter? There were none.

Does any member of the audience wish to challenge the right of any Commission member to hear this matter? There were none.

Is there any member of the audience who wishes to question the jurisdiction of this body to act on behalf of Wasco County in this matter? There were none.

Long-Range Planner Kelly Howsley-Glover reported that there has been no public

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comment received since the first public hearing held in December of 2018. She noted that the updates were to Chapters 2, 3, 6 and 9

- Chapter 2 – Implementation measures and incentives for land use planning actions and goals
- Chapter 3 – Agri-Tourism and Exclusive Farm Use
- Chapter 6 – Air, Water & Land Resources Quality
- Chapter 9 – New Chapter for Economic Development

The Board had no further questions and entered into deliberations.

{{{Commissioner Schwartz moved to approve Ordinance 19-001 In the matter of the Wasco County Planning Commission's request to approve proposed Periodic Review legislative amendments to Update the Land Use and Development Ordinance related to Land Planning Goals 2, 3, 6 and 9 in Chapters 2, 3, 6 and 9 of Wasco County 2040, The Comprehensive Plan – File Numbers 921-18-000098, 921-18-000099, 921-18-000100, 921-18-000108. Vice-Chair Hege seconded the motion which passed unanimously.}}}}

Ms. Howsley-Glover announced that in 2019 they will be tackling some of the topics that the public has indicated they care most about. She said that there will be four road shows in March to be held in Mosier, Wamic, The Dalles and Tygh Valley. Two of the topics will be accessory dwellings and flexible minimum parcel size.

Planning Director Angie Brewer stated that there are a lot of state rules on how we manage lands; it is the Planning Department's job to funnel those rules into the local Comprehensive Plan and then translate that into an ordinance that informs implementation. She said that they want to make sure that the ordinance is an asset and aligns with the community's input – all within what the state requires and allows. Ms. Howsley-Glover added that most counties do this update a piece at a time; she said that she believes we are the first to do it all at once.

Chair Kramer closed the hearing at 9:45 a.m.

Agenda Item – Quarterly Audit Report

Ms. Smith-Wagar explained that she came on board as a consultant in 2015 when the County was experiencing some turmoil in the Finance Department; she helped

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establish internal controls and then served as the interim Finance Director. Although the County eventually hired a permanent director, there was a lot of clean-up work to be done and she stayed on to help with that.

Ms. Smith-Wagar explained that Wasco County had used the same auditors for decades; the County has changed and grown and it was no longer a good fit. The County went through an RFP process and selected Pauley Rogers with whom she has worked and has confidence in. The new auditors came in with a new perspective and reviewed prior auditors concerns, seeing that they had been addressed.

Ms. Smith-Wagar went on to say that Mr. Stone asked that she do quarterly reports to provide the Board with confidence that things are moving forward. She reported that there are adequate controls and adequate staffing with the right people in the right seats. She noted that the audit was extended but that is common this year in response to new Governmental Accounting Standards Board standards – GASB 75 made many changes to disclosures and other items that made the process more complicated. She added that reconciliations are looking good and the County is in good shape.

Agenda Item – All-Staff Training

Human Resources Director Nichole Biechler said that the Wasco County Cross Trainers Team is following up on a request for an all-day, all-staff training and ask that the Board authorize the closing of County offices in order for staff to attend. She said that the team has been fiscally responsible in keeping the costs under \$10,000.

County Clerk Lisa Gambee said that the team is very excited about this opportunity which is an extension of the work that is done at the senior management level to provide professional development and education. She stated that the Cross Trainers Team has been working for two years on how to invest in employees to have a talented and well-trained workforce. She noted that in individual meetings with commissioners, the team gathered valuable feedback that helped shape the direction of the day of training. She acknowledged that it is a heavy lift, but will give staff the professional development and department unification that we see at the senior staff level. Public Works Director Arthur Smith added that the cost per employee is approximately \$57 for the day.

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Commissioner Schwartz noted that not all offices will be able to close. Ms. Gambee responded that the public safety services will still need to be provided – deputies and 9-1-1; even the District Attorney's office may have a case load that will not allow all to attend. She said that the team is looking at rotating staff in and out and also exploring the possibility of videotaping portions of the training. Ms. Biechler commented that the training will be mandatory for all other staff.

Ms. Amery stated that videotaping would be helpful as her staff has some unchangeable vacations planned at that time and are feeling left-out.

Sheriff Magill noted that the courts are open that day and his office has to facilitate staffing for things that are immediate. He said that he will work with Ms. Biechler to find ways to work through those issues. Mr. Stone stated that we need to have options and partners may be able to help alleviate that – perhaps a light court day can be scheduled. Ms. Biechler replied that the team will be taking those steps.

Vice-Chair Hege said the Team has heard comments and concerns; he asked how the team has been addressing those. Ms. Gambee said that the team looked at a variety of options on how the training would be offered. CIS already offers online training on specific topics but that does not bring the staff together or encourage a sense of pride and that we are making an investment in them. She said that one of the core components is how we re-envision government and how we serve our citizens which requires us to eliminate the silos. She went on to say that the topics are those of importance to the employees who will hear the same message, get the same training at the same time. She stated that the team looked at other models, but none offered the unity being sought – we want them to understand not just what it means to be a public employee but what it means to be a public employee at Wasco County.

Vice-Chair Hege agreed that it is important and asked if we are planning a tool to measure our success or produce an after-action report. Ms. Biechler said that the team is planning a follow-up survey to gauge success and inform future trainings. She added that there will be a sign up for the afternoon sessions so we can identify where we need to add and contract the training.

Commissioner Schwartz asked what will be available to the citizen that comes in on the day that we are closed – will there be noticing on the door or a phone number to call. Ms. Gambee replied that there will be a fair amount of outreach –

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newspaper, radio and website; signage is a must. She said that the cell phone number is a great idea but will be disruptive – we will have to designate someone to take those calls. Commissioner Schwartz noted that it has been her experience that no matter how much outreach you do, people do not always get the message.

Chair Kramer asked what buy-in we have from the staff. Mr. Smith replied that the initial reaction was shocked that the County would invest in them this way – they see the online training as a negative. He said that they saw the County investing in Senior Management but not staff – they are glad to see that we are investing in them.

Sheriff Magill commented that he believes line staff will participate. He said that he is supportive and believes it is a great deliverable; he will just have to figure out the balance.

Chair Kramer asked that the Team come back after having reached out to partners, developed signage and dialed in attendance numbers. Commissioner Schwartz asked that the team also determine how they will reach staff that is unable to attend.

Ms. Biechler observed that a large part of the value of the all-staff training is being there – that cannot be recreated. She added that the keynote speaker may not give permission to be filmed.

Ms. Gambee said that the Team has not had a lot of conversation with staff because we did not have Board permission to move forward and did not want to disappoint the employees if the training was not approved. Vice-Chair Hege said that considering the timeline, the Team will need to move forward and come back to the Board for budgeting and the closure.

{{{Vice-Chair Hege moved to direct staff to proceed with plans for all-staff training and to respond to the requests made by the Board. Commissioner Schwartz seconded the motion which passed unanimously.}}}}

Chair Kramer called a recess at 10:22 a.m.

The Session reconvened at 10:29 a.m.

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Agenda Item – City/County/College IGA for Skills Center

Mr. Stone explained that the Columbia Gorge Community College has had funding available through the State of Oregon; to be accessed, that funding requires a match in funding. They have had the state funding since 2010 and are now asking the enterprise zone partners to give them \$3.5 million as part of the match for the State funding. The college will be able to leverage \$14.6 million to build a skills center and on-campus housing. The enterprise zone partners are interested in supporting the skill center portion of the project and have been working on that over the last several weeks with many versions of an agreement; changes were made as recently as last night. We are now seeking approval of the agreement to fund the project.

County Counsel Kristen Campbell stated that she drafted the original version and it has been reviewed by all parties. Essentially, the document commits to the funding amount if the project is constructed as planned and on time. The amount is a grant unless it is not completed at which point it will become a loan. She said that the City of The Dalles has approved a previous version; there have been two or three changes which include a listing of anticipated programs for the skills center, a progress reporting requirement and a recognition that funding is dependent on annual budgeting. Mr. Stone added that the time pressure for this has reduced the opportunity for a more public process – he has been working with the Commissioners on an individual basis. Ms. Campbell pointed out that current boards cannot bind future boards and we need the transparency that the County goes through an annual budget process.

Vice-Chair Hege commented that public entities borrow money and sell bonds for long-term projects. He asked if this language is common to those agreements. Ms. Campbell replied that she based her language on that found in other such documents. Mr. Middleton added that the long-term debts are still subject to the budget process; however, were the County to not honor the commitment, their rating would drop.

Ms. Campbell went on to say that we have that obligation as well as making clear that we have to remake this decision annually. There is a risk, however minor, that everyone assumes when doing business with a public entity.

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College President Dr. Marta Cronin said that they need some flexibility as far as the programs are concerned; they want to respond to current market needs and not be tied to some specificity. Commissioner Schwartz pointed out that the language allows for reasonable discretion for those changes. Ms. Campbell said that she can add language to make that more clear. Commissioner Schwartz said that she is looking for reporting on implementation.

CGCC Manager of Marketing and Community Outreach Dan Spatz said he would like to have legal counsel review on the budget issue to make sure that additional language is not needed before taking the agreement to the College Board. Ms. Campbell said that ideally all three entities will sign the same agreement. Assistant City Manager Matthew Klebes said that it may be at the discretion of the City Manager and he will pursue that with City Counsel. Ms. Campbell said that she is confident it can be worked out.

Mr. Stone suggested that the Board of Commissioners can authorize with legal changes. Commissioner Schwartz said she does not want it to fall back to the original agreement with the City. Ms. Campbell said they can adopt this and authorize counsel to work out the language.

Vice-Chair Hege said that the idea that Wasco County is giving the college \$3.5 million is a misconception – the money is not coming from general fund but from enterprise zone funds. The idea behind those funds is economic development which this does.

Commissioner Schwartz said that coming in to this process at this point, she has not had the opportunity to be entirely educated; her focus has been to review the IGA and make sure it meets our needs.

Chair Kramer said that he believes the project has merit and his assumption is that it will result in an asset for the community. He went on to say that, in his opinion, it has been brought to us last minute which is troubling – all the numbers are not hard. He stated that the College Board has struggled with it only making the decision ten days ago to move forward with the project. He stated that his duty is to be responsible and mindful of the use of public funds; future requestors of enterprise zone funds should make sure that their projects are vetted before coming to the enterprise zone sponsors for funding.

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{{{Vice-Chair Hege moved to approve the revised CGCC agreement contingent on County Counsel resolving the non-substantive issues as discussed. Commissioner Schwartz seconded the motion which passed unanimously.}}}

Dr. Cronin thanked the Board saying she thinks they will be pleased with the result.

Consent Agenda – Minutes/Reappointments

Chair Kramer removed from the Consent Agenda Order 19-007 reappointing Jeff Handley to the Planning Commissioner; he explained that Mr. Handley has notified the County that he will be unable to continue in that position.

{{{Vice-Chair Hege moved to approve the revised consent agenda. Chair Kramer seconded the motion. Commissioner Schwartz abstained from the vote on the December minutes and voted yay to the remainder of the consent agenda. Chair Kramer and Vice-Chair Hege voted yay on the complete revised consent agenda.}}}}

Chair Kramer recessed the meeting at 11:00 a.m.

The Session reconvened in the Celilo Room at 11:21 a.m. for a work session.

Work Session

Commissioner Schwartz asked for a definition of a work session.

Ms. White explained that like all sessions with the exception of an executive session, it is a public meeting at which the Board can make decisions. However, the intent is to not make decisions but rather allow for more relaxed dialogue regarding county business and items that are on the horizon but not immediately pressing. It is an opportunity for the individual commissioners to express their position to one another on a variety of issues and hear concerns and plans from department directors.

BUILDING CODES TRANSITION

Mr. Stone said that since the Board last met, staff has been moving forward to transition the Building Codes program to County management. At the last phone

WASCO COUNTY BOARD OF COMMISSIONERS

REGULAR SESSION

JANUARY 16, 2019

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conference with the State, they said they wanted us to take the program in 90 days; he advised them that that would not be possible – they understand that. He said his target date is July 1st; the State understands that we will need their help through this process as we may not have adequate staffing by then. The State would like for us to take on the two permit techs now to maintain the local office as they will move all of their inspections to be out of Salem and Pendleton before July 1st. We are negotiating with them regarding the office furniture.

Vice-Chair Hege said he wants to make sure we are not paying Building Codes staff out of general fund. Mr. Stone replied that the program has earned approximately \$400,000 since the state has been running it – those funds will transfer with the program and will be more than enough to pay for staffing. He said that staff is dividing the transition process into pieces – Human Resources is working on the personnel issues, Finance the funding issues and he is working on the IGA, along with Vice-Chair Hege, to secure back-up services. In addition, Information Services is working on tracking software for inspectors so they can hard code their time and give us the ability to track.

Mr. Stone went on to say that we are struggling with the compensation model and met with HR Answers yesterday to work on how to classify those positions. We are currently significantly below comparator data and there is a statewide shortage of inspectors and building officials. It will be a difficult issue.

Commissioner Schwartz asked what the structure will be for the program. Mr. Stone replied that the long-term vision is for it to be in the Planning Department. In the short term, he plans to move it into the existing space with a conversation to follow about how to combine it with Planning. We just don't have enough data or know what the front-counter impact will be for intake staff. We will keep them separate for now and get a sense of what it will look like – there is just not time to do that during the transition period.

Planning Director Angie Brewer noted that there is not a lot of clarity as to who the staff will report to and that makes it difficult for the staff – it will be a tough recruitment. County Assessor Jill Amery suggested that good communication during the hiring process will help alleviate that.

Mr. Stone went on to say that the hires will be Building Codes specific – that won't change unless or until we combine counter staff. He pointed out that while a

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planning tech may be able to process a building codes application the same may not be true in reverse. He said that the lynch pin will be who we get as a building official – if we can hire a high-caliber candidate, that will be a director position. If not, it will be different structure. We can make either decision after the transition. He pointed out that Ms. Brewer is already super busy.

Ms. Amery asked if a one-stop shop is still the long-range plan. Commissioner Schwartz commented that a one-stop shop would be the best long-term vision. Mr. Stone replied that once the program is going, we can talk about the long-term vision. Ms. Amery said that appraisers can help fill the gap – we are challenged by a good economy and a building boom.

Further discussion ensued regarding qualifications for inspectors and the possibility of sharing staff with other counties.

COMMUNITY CARE ORGANIZATION

Youth Services Director Molly Rogers said that the CCO Pacific Source will be asking the Board for a letter of support to reapply for state funding. She said she encourages the Board to support the funding. She said that it is not an exclusive letter and there may be two other entities vying for that funding – GOHBI and ShareCare. She said the Board may want to see presentations from all. She said her main issues are transparency and collaboration for behavioral health.

Commissioner Schwartz said, having been in the audience for the Pacific Source presentation, she was very impressed with their work which will drive change and determine where and how the money is distributed. Ms. Rogers noted that that has been the criticism for the current CCO – we are slower. She said that she wants the tools that measure outcome and that takes a process which slows things down. She said that she is proud of the current CCO's strategic approach.

SCENIC AREA UPDATES

Ms. Brewer said that she would like to send out notification to landowners at the edge of the City of the Dalles and the City of Mosier regarding changes that the Gorge Commission made that impacted their zoning. She said that she asked the Gorge Commission to make those notifications but they declined. She explained that the Gorge Commission did not actually change the zoning but they did

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change the lines which resulted in zoning changes. She said that GIS is currently working on a map to determine how many properties were affected. She said she has already notified the Gorge Commission that she wants to send the letter and they are working with their legal counsel. She added that the County is bound by law to notify landowners of zoning changes; the Gorge Commission does not have that same requirement.

MCCOG UPDATE

Chair Kramer announced that the W-2's for MCCOG are out; retained records will be appropriately boxed and shipped to Salem for retention. Vice-Chair Hege asked if the records will be publicly available. Chair Kramer responded that all electronic files will be available. He said that final checks will be cut and the accounts will be closed; he estimates that Wasco County's portion of that will be a little more than \$100,000. He does not believe there will be a need for further MCCOG Board meetings but he will consult with counsel to confirm.

BOARD ASSIGNMENTS/APPOINTMENTS

The group reviewed current assignments/appointments for the Commissioners as well as those previously held by Commissioner Runyon. They also discussed the level of time commitment needed for each position. Commissioner Schwartz expressed an interest in serving on the boards of the Housing Authority, NORCOR, Mid-Columbia Community Action Council, Central and Eastern Oregon Juvenile Justice Consortium (CEOJCC), and the Lower John Day Area Commission on Transportation. She would also be interested in future participation on the North Central Public Health District Board and the Mid-Columbia Center for Living Board. Appointment orders will be drafted by staff and presented to the Board at the February 6th session. Commissioner Schwartz added that although there is not an appointment for the Veterans Services Advisory Committee, she plans to attend their meetings as a liaison to the Board.

LEGISLATIVE PRIORITIES

Commissioner Schwartz asked how we determine our priorities. Mr. Stone replied that we rely on our department directors and their associations to bring us the most important issues. We also advocate for AOC initiatives that are important to us; we also advocate for projects happening in our County. The Board will take a

WASCO COUNTY BOARD OF COMMISSIONERS

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position but that does not preclude individual commissioners from voicing their own opinion – ideally, we will all be on the same page. Vice-Chair Hege suggested that a work session be set that will help Commissioner Schwartz become familiar with the current issues.

PUBLIC INFORMATION OFFICER

Human Resources Director Nichole Biechler said that with the resignation of the Emergency Manager/Public Information Officer we have an opportunity to more clearly define the responsibilities of that position as we seek to fill it. She is working on the job description and would like guidance on what the PIO portion of the job will encompass – just law enforcement information or a broader county perspective . . . will it be a position that reports to both law enforcement and administrative services?

Vice-Chair Hege said that he does not want to make work. Commissioner Schwartz responded that she thinks it is important that the public understand what we do at the County. Chair Kramer concurred. Mr. Stone said that the discussion through the budget process will be what else we can do if we have a public spokesperson for non-emergency activities.

Commissioner Schwartz said that she wants more information pushed out to the public. She said she wonders if the skill set meshes for the two parts of the job. She said she would like to see the job description. Ms. Biechler stated that we have an applicant with the right skill set.

The session was adjourned at 1:30 p.m.

Summary of Actions

MOTIONS

- **To approve FHWA Agreement DTFH7015E00026 Amendment 1 for the Rail Hollow Overlay Project and FHWA Agreement DTFH701400012 Amendment 3 for the Wamic Market Grade Reconstruction Project.**
- **To approve Emergency Management Performance Grant #18-533 for \$48,351.**
- **To approve the extension for Mid-Columbia Center for Living's lease for Annex C located at 419 East 7th Street, The Dalles, Oregon.**

WASCO COUNTY BOARD OF COMMISSIONERS

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- To approve the slate of appointments included in the discussion list as follows:
 - Rita Rathkey to Special Transportation Funds Advisory Committee
 - Tyler Stone to NORCOR Budget Committee
 - Megan Thompson to Economic Development Commission
 - Les Kipper to LPSCC
 - Appointing Jack Morris to LPSCC
 - Appointing Jeff Justesen to LPSCC
 - Appointing Dan Lindhorst to LPSCC
 - Appointing Steve Kramer to LPSCC
 - Appointing Candy Armstrong to LPSCC
- To approve Ordinance 19-001 In the matter of the Wasco County Planning Commission's request to approve proposed Periodic Review legislative amendments to Update the Land Use and Development Ordinance related to Land Planning Goals 2, 3, 6 and 9 in Chapters 2, 3, 6 and 9 of Wasco County 2040, The Comprehensive Plan – File Numbers 921-18-000098, 921-18-000099, 921-18-000100, 921-18-000108.
- To direct staff to proceed with plans for all-staff training and to respond to the requests made by the Board.
- To approve the revised CGCC agreement contingent on County Counsel resolving the non-substantive issues as discussed.
- To approve the revised consent agenda.
 - 12.12.2018 Work Session Minutes
 - 12.19.2018 Regular Session Minutes
 - 1.7.2019 Special Session Minutes
 - Reappointment orders as follows:
 - Veterans Services Advisory Committee
 - Robert Larsell
 - Museum Commission
 - Marvin Polehn
 - Michael Wacker
 - Planning Commission

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- **Brad DeHart**
- **Special Transportation Funds Advisory Committee**
 - **Kris Boler**
 - **Maria Pena**
- **County Surveyor**
 - **Bradley Cross**
- **The Dalles Watershed Council**
 - **Gary Wade**
 - **Dan Richardson**
 - **Ken Bailey**
- **White River Watershed Council**
 - **Pat Davis**
 - **Robert Larsell**
 - **Herb Snodgrass**
- **Mosier Watershed Council**
 - **Bryce Molesworth**
 - **Philip Evans**
 - **Karen Bailey**
 - **Mike Igo**
- **Wasco County Forest Collaborative Group Steering Committee**
 - **Pat Davis**
 - **Rich Thurman**
 - **Harvey Long**
 - **Jeremy Grose**
 - **BARK Representative**
- **Wasco County Budget Committee**
 - **John Carter**
- **Local Public Safety Coordinating Council**
 - **Barbara Seatter**
 - **Donna McClung**
 - **Molly Rogers**
 - **Teri Thalhofer**
 - **Janet Stauffer**
 - **Lane Magill**
 - **Pat Ashmore**
 - **Eric Nisley**

WASCO COUNTY BOARD OF COMMISSIONERS

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- **Tara Koch**
- **Frank Kay**
- **Fritz Bachman**
- **Andrew Carter**
- **Lower John Day Area Commission on Transportation**
 - **Dave Anderson**
 - **Dale McCabe**
- **North Central Public Health District Budget Committee**
 - **Angie Wilson**
- **Hospital Facility Authority Board**
 - **David Griffith**
 - **William Marick**
 - **John Mabry**
 - **Sidney Rowe**
- **Economic Development Commission**
 - **Kathy Ursprung**

CONSENSUS ITEMS

- **To sign a letter of support for the Oregon Investment Board's efforts to secure the remaining authorized funding for their loan program.**
- **To direct County Counsel to research and provide an opinion on the legality of having a public employee appointed to the budget committee of an entity of which the County is a member.**

Wasco County
Board of Commissioners

Steven D. Kramer, Board Chair

Scott C. Hege, Vice-Chair

Kathleen B. Schwartz, County Commissioner



CONSENT ITEM

Reappointments

[MT. HOOD ECONOMIC ALLIANCE](#)

[ORDER 19-065 REAPPOINTING STEVE KRAMER](#)

[ORDER 19-066 REAPPOINTING KEN BAILEY](#)



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF STEVEN KRAMER TO THE MT. HOOD ECONOMIC ALLIANCE

ORDER #19-065

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 Steven Kramer's term on the Mt. Hood Economic Alliance has expired; and

IT FURTHER APPEARING TO THE BOARD: That Commissioner Steven Kramer is willing and is qualified to be reappointed to the Mt. Hood Economic Alliance.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Commissioner Steven Kramer be and is hereby reappointed to the Mt. Hood Economic Alliance; said term to expire December 31, 2020.

DATED this 6th day of February, 2019.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS

Kristen Campbell, County Counsel

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice-Chair

Kathleen B. Schwartz, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF KEN BAILEY TO THE MT. HOOD ECONOMIC ALLIANCE

ORDER #19-066

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 Ken Bailey's term on the Mt. Hood Economic Alliance has expired; and

IT FURTHER APPEARING TO THE BOARD: That Commissioner Ken Bailey is willing and is qualified to be reappointed to the Mt. Hood Economic Alliance.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Commissioner Ken Bailey be and is hereby reappointed to the Mt. Hood Economic Alliance; said term to expire December 31, 2020.

DATED this 6th day of February, 2019.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS

Kristen Campbell, County Counsel

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice-Chair

Kathleen B. Schwartz, County Commissioner

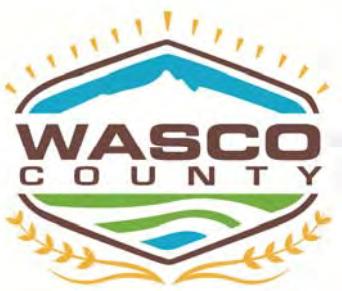


AGENDA ITEM

Audit Report

[STAFF MEMO](#)

[2017-2018 FISCAL YEAR AUDIT FOR WASCO COUNTY](#)

**FINANCE**

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

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1/29/2019

To: Board of County Commissioners
From: Mike Middleton – Finance Director
Re: Audit Presentations

The audits have been completed for Wasco County, 4-H/OSU Extension District and the Library District. This year the County had a new accounting firm, Pauly, Rogers and Co. P.C., auditing the County and the two component units. The partner in charge of these audits, Kenneth Allen, CPA, will be presenting the three audits to the Board.

The audits were completed timely and are clean. There are no findings this year. Staff worked hard and strove to ensure a smooth audit process. This was met with similar effort from the auditors. The auditor staff and County staff communicated well and this facilitated a timely completion. It is important to note, the effort of the Finance staff through the year to correctly and consistently record transactions built the base for a smooth audit. This effort extends past the Finance office to the staff in other departments and component units recording transactions and managing grants and budgets. Without everyone working to correctly and consistently record transactions, the difficulty of the audit increases dramatically.

There was one comment on one of the component units – not a finding – and steps are in place to prevent this from occurring in the future.

Overall, I am proud of the effort the Finance team put in through the year and on the audit; I am pleased with the professionalism from County staff in other departments regarding the financial transactions; I am appreciative of the professional, knowledgeable and helpful approach of the auditors; and I am looking forward to further improvements in the process for the next audit. The positive audit truly reflects on the effort and dedication of all County staff.

**WASCO COUNTY
WASCO COUNTY, OREGON**

**COMMUNICATION TO THE GOVERNING BODY
FOR THE YEAR ENDED JUNE 30, 2018**



**12700 SW 72nd Ave.
Tigard, OR 97223**



PAULY, ROGERS AND CO., P.C.
12700 SW 72nd Ave. ♦ Tigard, OR 97223
(503) 620-2632 ♦ (503) 684-7523 FAX
www.paulyrogersandcocpas.com

January 7, 2019

To the Board of Commissioners
Wasco County

We have audited the basic financial statements of the governmental activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of Wasco County for the year ended June 30, 2018. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards and *Government Auditing Standards and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*, as well as certain information related to the planned scope and timing of our audit. Professional standards also require that we communicate to you the following information related to our audit.

Purpose of the Audit

Our audit was conducted using sampling, inquiries and analytical work to opine on the fair presentation of the basic financial statements and compliance with:

- generally accepted accounting principles and auditing standards
- the Oregon Municipal Audit Law and the related administrative rules
- federal, state and other agency rules and regulations related to expenditures of federal awards

Our Responsibility under U.S. Generally Accepted Auditing Standards and the Uniform Guidance

As stated in our engagement letter, our responsibility, as described by professional standards, is to express opinions about whether the basic financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the basic financial statements does not relieve you or management of your responsibilities.

In planning and performing our audit, we considered internal control over financial reporting in order to determine our auditing procedures for the purpose of expressing our opinions on the financial statements and not to provide assurance on the internal control over financial reporting. We also considered internal control over compliance with requirements that could have a direct and material effect on a major federal program in order to determine our auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with the Uniform Guidance.

As part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grants, noncompliance with which could have a direct and material effect on the determination of the basic financial statement amounts. However, providing an opinion on compliance with those provisions is not an objective of our audit. Also in accordance with the Uniform Guidance, we examined, on a test basis, evidence about compliance with the types of compliance requirements described in the OMB's Compliance Supplement applicable to each of the major federal programs for the purpose of expressing an opinion on compliance with those requirements. While our audit provided a reasonable basis for our opinion, it does not provide a legal determination on compliance with those requirements.

Our responsibility for the supplementary information accompanying the basic financial statements, as described by professional standards, is to evaluate the presentation of the supplementary information in relation to the basic financial statements as a whole and to report on whether the supplementary information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Planned Scope and Timing of the Audit

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the basic financial statements; therefore, our audit involved judgment about the number of transactions examined and the areas to be tested.

Our audit included obtaining an understanding of the County and its environment, including internal control, sufficient to assess the risks of material misstatement of the basic financial statements and to design the nature, timing, and extent of further audit procedures. Material misstatements may result from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the County or to acts by management or employees acting on behalf of the County. We also communicated any internal control related matters that are required to be communicated under professional standards.

Results of Audit

1. Audit opinion letter - an unmodified opinion on the basic financial statements has been issued. This means we have given a "clean" opinion with no reservations.
2. State minimum standards – We found no exceptions or issues requiring comment.
3. Federal Awards - We found no issues of non-compliance and no questioned costs. We have responsibility to review these programs and give our opinion on the schedule of expenditures of federal awards, and tests of the internal control system, compliance with laws and regulations, and general and specific requirements mandated by the various awards.
4. Management letter – No separate management letter was issued.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used are described in Note 1 to the basic financial statements. No new accounting policies were adopted and the application of existing policies was not changed during 2018, except for the implementation of GASB Statement 75 that was described in the notes to the financial statements. We noted no transactions entered into during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the basic financial statements in the proper period.

Accounting estimates are an integral part of the basic financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the basic financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimate(s) affecting the basic financial statements were Management's estimate of Accounts Receivable and Capital Asset Depreciation. These estimates are based on the estimated collectability of receivables and the estimated useful lives of assets respectively. We evaluated the key factors and assumptions used to develop these estimates in determining that they are reasonable in relation to the basic financial statements taken as a whole.

Pauly, Rogers and Co., P.C.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The disclosures in the basic financial statements are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no difficulties in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements or determined that their effects are immaterial. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, taken as a whole. There were immaterial uncorrected misstatements noted during the audit which were discussed with management.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the basic financial statements or the auditors' report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the basic financial statements or a determination of the type of auditors' opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards with management each year prior to our retention as the auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Required Supplementary Information

We applied certain limited procedures to the required supplementary information that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the required supplementary information and do not express an opinion or provide any assurance on it.

Pauly, Rogers and Co., P.C.

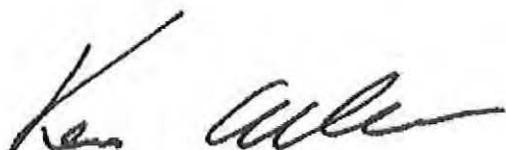
Supplementary Information

With respect to the supplementary information accompanying the basic financial statements, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the basic financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the basic financial statements or to the basic financial statements themselves.

Other Information

With respect to the other information accompanying the basic financial statements, we read the information to identify if any material inconsistencies or misstatement of facts existed with the audited basic financial statements. Our results noted no material inconsistencies or misstatement of facts.

This information is intended solely for the use of the Board of Commissioners and management and is not intended to be and should not be used by anyone other than these specified parties.



Kenny Allen, CPA
PAULY, ROGERS AND CO., P.C.

WASCO COUNTY, OREGON

FINANCIAL REPORT

FOR THE YEAR ENDED JUNE 30, 2018



**12700 SW 72nd Ave.
Tigard, OR 97223**

Wasco County, Oregon
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For the Year Ended June 30, 2018

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Wasco County, Oregon
Elected Officials and Agent of Record
For the year ended June 30, 2018

WASCO COUNTY BOARD OF COMMISSIONERS

Commissioner Scott Hege
The Dalles, Oregon 97058

Commissioner Rod Runyon
The Dalles, Oregon 97058

Commissioner Steve Kramer
Dufur, Oregon 97058

OTHER ELECTED OFFICIALS:

Treasurer Elijah Preston
The Dalles, Oregon 97058

Clerk Lisa Gambee
The Dalles, Oregon 97058

District Attorney Eric Nisley
The Dalles, Oregon 97058

OTHER:



PAULY, ROGERS AND CO., P.C.
12700 SW 72nd Ave. ♦ Tigard, OR 97223
(503) 620-2632 ♦ (503) 684-7523 FAX
www.paulyrogersandcocpas.com

January 7, 2019

To the Board of Commissioners
Wasco County

INDEPENDENT AUDITORS' REPORT

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of Wasco County as of and for the year ended June 30, 2018, and the related notes to the financial statements, which collectively comprise the basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We did not audit the financial statements of Qualitylife Intergovernmental Agency, which represent 7%, 9%, and 4%, respectively of the assets, net position and revenues of the County. Those statements were audited by other auditors whose report has been furnished to us, and our opinion, insofar as it relates to the amounts included for the Qualitylife Intergovernmental Agency, is based solely on the report of the other auditors. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. The financial statements of the Wasco County Library Service District and the Wasco County 4H and Extension Service District (component units) were not audited in accordance with Government Auditing Standards.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of Wasco County, as of June 30, 2018, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

The District adopted the provisions of GASB 75 – Accounting and Financial Reporting for Postemployment Benefits Other than Pensions, for the year ended June 30, 2018. Our opinion is not modified with respect to this matter.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and the required supplementary information, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The budgetary comparison schedules presented as Required Supplementary Information, as listed in the table of contents, have been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and in our opinion are fairly stated in all material respects in relation to the basic financial statements taken as a whole.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The supplementary and other information, as listed in the table of contents is presented for purposes of additional analysis and is not a required part of the basic financial statements. The schedule of expenditures of federal expenditures is presented for purposes of additional analysis as required by Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and is not a required part of the basic financial statements.

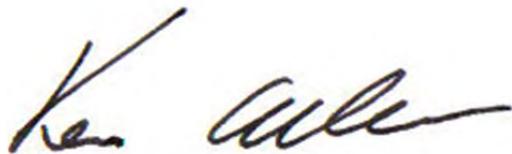
The supplementary information, as listed in the table of contents and the schedule of expenditures of federal expenditures are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplementary information, as listed in the table of contents and the schedule of federal expenditures, is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

The listing of board members containing their term expiration dates, located before the table of contents, and the other information, as listed in the table of contents, have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

Reports on Other Legal and Regulatory Requirements

In accordance with *Government Auditing Standards*, we have also issued our report dated January 7, 2019 on our consideration of the internal control over financial reporting and on our tests of compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting and compliance.

In accordance with Minimum Standards for Audits of Oregon Municipal Corporations, we have issued our report dated January 7, 2019, on our consideration of compliance with certain provisions of laws and regulations, including the provisions of Oregon Revised Statutes as specified in Oregon Administrative Rules. The purpose of that report is to describe the scope of our testing of compliance and the results of that testing and not to provide an opinion on compliance.



Kenneth Allen, CPA
PAULY, ROGERS AND CO., P.C.

Wasco County, Oregon
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended June 30, 2018

This discussion and analysis is intended to be an easily readable analysis of Wasco County's financial activities based on currently known facts, decisions or conditions. This analysis focuses on current year activities and should be read in conjunction with the financial statements in the audit.

REPORT LAYOUT

This discussion and analysis is intended to serve an introduction to Wasco County's basic financial statements. The County's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the basic financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves. The first several statements are highly condensed and present a government-wide view of the County's finances including the Statement of Net Position and the Statement of Activities.

Government-Wide Financial Statements

Statement of Net Position: The focus of the Statement of Net Position is to present the difference between Assets, Liabilities and Deferred Inflows/Outflows divided into three components: net investment in capital assets, restricted and unrestricted. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the County is improving or deteriorating.

Statement of Activities: The focus of the Statement of Activities is to present the major program costs and match major resources with each. To the extent a program's cost is not recovered by grants and direct charges, it is paid from general taxes and other resources. This Statement summarizes and simplifies the user's analysis to determine the extent to which programs are self-supporting and/or subsidized by general revenues.

The government wide financial statements include two service districts as discretely presented component units. Requests for copies of the separately issued financial statements for the service districts should be addressed to Wasco County, 511 Washington Street, Room 207, The Dalles, Oregon 97058.

Fund Financial Statements

Following the government-wide statements is a section containing fund financial statements. The County's major funds are presented in their own column and the remaining funds are combined into a column titled "Non-Major Governmental Funds". For each major fund, a Budgetary Comparison Statement is presented. Readers who wish to obtain information on non-major funds can find it in the Combining Schedules of Non-Major Funds and/or the Supplemental Information-Budgetary Comparison Schedules sections of this report.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the financial

data provided in the government-wide and fund financial statements.

Finally, completing the document is a series of other financial and statistical schedules, and the reports by the independent certified public accountants, as required by statute.

The MD&A is intended to explain the significant changes in financial position and differences in operations between the current and prior years.

COUNTY AS A WHOLE

GOVERNMENT-WIDE FINANCIAL STATEMENTS

This section discusses and analyzes significant difference between fiscal year 2018 and fiscal year 2017. A condensed version of the Primary Government Statement of Net Position at June 30, 2018 and 2017 follows:

TABLE 1
NET POSITION AS OF YEAR END

	<u>June 30, 2018</u>	<u>June 30, 2017</u>
ASSETS		
Cash and Investments	29,144,693	26,489,808
Other Assets	4,906,386	3,729,875
Capital Assets	<u>11,117,847</u>	<u>11,548,578</u>
TOTAL ASSETS	<u>45,168,926</u>	<u>41,768,261</u>
 DEFERRED OUTFLOW OF RESOURCES		
Related to Pensions & OPEB	3,285,771	5,207,959
TOTAL DEFERRED OUTFLOW OF RESOURCES	<u>3,285,771</u>	<u>5,207,959</u>
 LIABILITIES		
Other Liabilities	1,745,116	1,084,869
Long Term Liabilities	765,252	932,009
Net Pensions Liabilities	<u>8,542,153</u>	<u>9,892,441</u>
TOTAL LIABILITIES	<u>11,052,521</u>	<u>11,909,319</u>
 DEFERRED INFLOW OF RESOURCES		
Related to Pensions & OPEB	1,030,681	1,133,787
TOTAL DEFERRED INFLOW OF RESOURCES	<u>1,030,681</u>	<u>1,133,787</u>
 NET POSITION		
Investing in Capital Assets Net of Related Debt	11,117,847	11,548,578
Restricted	11,308,853	2,225,560
Unrestricted	<u>13,944,795</u>	<u>20,158,974</u>
TOTAL NET POSITION	<u>36,371,495</u>	<u>33,933,112</u>

Governmental Activities

As noted earlier, net position may serve over time as a useful indicator of the County's financial position. The County's assets exceeded liabilities by \$36,371,495 at the close of fiscal year 2018.

A large portion of the County's net position reflects investment in capital assets (land, buildings, improvements, machinery and equipment, bridges and infrastructure), net of accumulated depreciation and the debt used to acquire the assets. Fixed Assets account for almost 31% of the total Net Assets of the County.

The total net position increased by \$2,317,601 or 6.8%. There is a significant increase in cash and investments from FY17 to FY18 of \$2,654,885 – an increase for cash and investments of 10%.

TABLE 2
STATEMENT OF ACTIVITIES
For fiscal years ending June 30th

	<u>FY2018</u>	<u>FY2017</u>
Program revenues		
Charges for Services	4,050,694	3,719,895
Operating Grants and Contributions	7,526,440	6,890,874
Capital Grants and Contributions	694,773	693,795
General Revenues		
Taxes for General Purpose	9,151,991	8,728,823
Other Taxes	1,023,713	653,589
Interest	201,797	245,942
Miscellaneous	542,473	165,635
Gain (Loss) on joint venture	271,863	132,675
Gain (Loss) on Sale of Capital Assets	-	(10,654)
Total Program and General Revenues	23,463,744	21,220,574
Expenses		
General Government	10,772,728	7,122,946
Public Safety	5,346,561	7,715,983
Highways and Streets	3,871,642	3,344,097
Health and Welfare	807,962	438,260
Culture and Recreation	347,250	353,526
Total Expenses	21,146,143	18,974,812
Change in Net Assets	2,317,601	2,245,762
Net position, beginning	33,933,112	30,429,223
Restatement of Beginning Net Position	120,782	1,258,128
Net Position, ending	36,371,495	33,933,113

Governmental Activities

The ending net position is an increase of \$2,317,601 or 6.8%. This is due to additional funding received for Public Works with the new funding legislations. Additionally, marijuana receipts started and were not included in the budget plan so just increased the net position. Additionally, not utilizing contingency funds allows for growth of the net position.

BUDGETARY HIGHLIGHTS

The General Fund revenue exceeded the budgeted amount by \$691,607. This was primarily due to License, Fees & Permits generating \$403,652 more than budgeted. \$256,132 of this was due to the Solid Waste Host Fee. The General Fund Departments controlled costs and managed to come in under budget by 6.9% (\$789,456).

Combining the revenue exceeding budget with the expenses under the budget amount, the County had revenues exceeding expenditures by \$2,363,383 instead of the budgeted expense exceeding the revenue by \$(319,652). Part of the difference is due to only using \$79,028 of the Contingencies budget leaving \$1,201,972 unexpended.

The Public Works fund was budgeted for expenditures to exceed revenues resulting in the planned use of fund balance. Revenues Due to budgetary savings of \$420,000 by not using contingency funds and savings of operation expenditures of \$288,636 (7.9%), expenditures ended up being \$708,636 under budget which resulted in actual excess revenue over expenditure of \$260,272 instead of the \$(1,206,338) revenues under expenditures as budgeted.

CAPITAL ASSETS AND DEBT ADMINISTRATION

As of June 30, 2018 the County had invested over \$25.9 million in capital assets, after depreciation the net value of the assets is \$11.1 million.

TABLE 3
CAPITAL ASSETS SUMMARY

	Beginning Balance	Additions	Deletions	Ending Balance
Land	1,523,041	-	-	1,523,041
<i>Depreciable Assets</i>				
Buildings	8,117,432			8,117,432
Furniture & Equipment	10,257,004	474,771		10,731,775
Infrastructure	5,433,139			5,433,139
	<u>23,807,575</u>	<u>474,771</u>	<u>-</u>	<u>24,282,346</u>
<i>Accumulated Depreciation</i>				
Buildings	4,050,893	115,423		4,166,316
Furniture & Equipment	7,708,271	581,272		8,289,543
Infrastructure	2,022,874	208,807		2,231,681
	<u>13,782,038</u>	<u>905,502</u>	<u>-</u>	<u>14,687,540</u>
Depreciable Assets - Net	<u>10,025,537</u>	<u>(430,731)</u>	<u>-</u>	<u>9,594,806</u>
Net Fixed Assets	<u>11,548,578</u>	<u>(430,731)</u>	<u>-</u>	<u>11,117,847</u>

While the net value of the fixed assets decreased, this is due to the additions being less than the depreciation for the fiscal year.

DEBT OUTSTANDING

At the close of the fiscal year, the only long term liabilities (debt) for the County consisted of Compensated Absences, OPEB obligation and the Net Pension Liability.

TABLE 4
DEBT OUTSTANDING

	Beginning Balance	Additions	Deletions	Ending Balance	Due in One Year
<i>Governmental Activities</i>					
Compensated Absences	196,582	-	(17,985)	178,597	178,597
<i>OPEB Obligation</i>	735,427		(148,772)	586,655	
Net Pension Liability	9,892,441		(1,350,288)	8,542,153	
Total Long Term Liabilities	<u>10,824,450</u>	<u>-</u>	<u>(1,517,045)</u>	<u>9,307,405</u>	<u>-</u>

ECONOMIC FACTORS

Wasco County's permanent rate is \$4.2523 per thousand. This absolute limitation on tax revenues and the County's dependence on property taxes do not allow it to keep pace with increased demands for services. Counties are highly susceptible to economic pressures given the large reliance on property taxes to fund County services. This creates a certain amount of financial uncertainty for Counties as we move through economic cycles. Budgeting in this type of an environment where such a large percent of a county's budget can be impacted by market conditions creates challenges for forecasting budgets into the future. Property taxes represent

approximately 68% of total General Fund revenues. The County does monitor all of its resources and determines the need for program adjustments or fee increases accordingly.

2018 – 2019 YEAR BUDGET

The budget for fiscal year 2019 is starting to be compiled. The major guideline is to maintain the current service levels. Any additional service must be supported by a sustainable revenue source. The retirement fund contribution rate will remain stable and the rate will not increase for fiscal year 2019, a sizable increase is expected in fiscal year 2020 though. At this point in time, there is a possibility the County will take over the Building Codes function and add an additional department to the County along with the additional required funds.

FINANCIAL CONTACT

The County's financial statements are designed to be presented to users (citizens, taxpayers, customers, investors and creditors) with a general overview of the County's finances and to demonstrate the County's accountability. If you have questions about the report or need additional financial information, please contact the County's Finance Director at 511 Washington Street, Room 207, The Dalles Oregon 90758.

Wasco County, Oregon
Statement of Net Position
June 30, 2018
(all amounts are in dollars)

	Primary Government Governmental Activities	Component Units
Assets		
Cash and investments	\$ 29,144,693	\$ 1,867,607
Receivables, net of allowances for uncollectibles		
Property taxes	587,211	123,550
Other	2,046,972	-
Inventory	425,750	-
Prepays	183,788	-
Investment in joint venture	1,662,665	-
Capital assets:		
Non-depreciable capital assets	1,523,041	-
Depreciable capital assets, net of depreciation	9,594,806	-
Total assets	45,168,926	1,991,157
Deferred Outflows of Resources		
Deferred outflow of resources - pension	3,230,431	-
Deferred outflow of resources - OPEB	55,340	-
Total deferred outflows of resources	3,285,771	-
Liabilities		
Accounts payable	1,242,049	-
Accrued liabilities	503,067	-
Non-current liabilities		
Compensated absences	178,597	-
OPEB obligation	586,655	-
Net pension liability	8,542,153	-
Total liabilities	11,052,521	-
Deferred Inflows of Resources		
Deferred inflow of resources - pension	1,001,582	
Deferred inflow of resources - OPEB	29,099	-
Total deferred inflows of resources	1,030,681	
Net Position		
Net investment in capital assets	11,117,847	-
Restricted for:		
General government	32,758	-
Public safety	2,040,895	-
Highways and streets	8,645,784	-
Health and welfare	99,803	-
Culture and recreation	489,613	-
Unrestricted	13,944,795	-
Total net position	\$ 36,371,495	1,991,157

Wasco County, Oregon
Statement of Activities
For the year ended June 30, 2018
(all amounts are in dollars)

Functions/Programs	Expenses	Program Revenues			Net (Expense) Revenue and Changes in Net Position	
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Total Governmental Activities	Component Units
Primary Government						
General government	\$ 10,772,728	\$ 2,003,129	\$ 1,399,889	\$ 694,773	\$ (6,674,937)	\$ -
Public Safety	5,346,561	771,321	2,463,221	-	(2,112,019)	-
Highways and streets	3,871,642	687,666	2,995,704	-	(188,272)	-
Health and welfare	807,962	420,202	499,228	-	111,468	-
Culture and recreation	347,250	168,376	168,398	-	(10,476)	-
Total primary government	21,146,143	4,050,694	7,526,440	694,773	(8,874,236)	-
Component Unit						
Component units	\$ 1,831,304	\$ -	\$ -	\$ -	\$ (1,831,304)	
General Revenues:						
Property taxes				\$ 9,151,991		1,909,652
Other taxes				1,023,713		-
Interest and investment earnings				201,797		25,751
Miscellaneous				542,473		36,340
Gain (loss) on joint venture				271,863		-
Gain (loss) on sale of fixed assets				-		-
Total general revenues				11,191,837		1,971,743
Change in net position				2,317,601		140,439
Net position - beginning				33,933,112		1,750,718
Restatement (see Note 4.D.)				120,782		100,000
Net position - beginning as restated				34,053,894		1,850,718
Net position - ending				\$ 36,371,495	\$ 1,991,157	

Wasco County, Oregon
Balance Sheet - Governmental Funds
June 30, 2018
(all amounts are in dollars)

	General	Public Works	Total Non-Major Governmental Funds	Total Governmental Funds
Assets				
Cash and investments	14,767,743	7,737,153	6,639,797	29,144,693
Receivables:				
Taxes	587,211	-	-	587,211
Other	347,139	557,827	1,142,006	2,046,972
Prepays	157,200	26,588	-	183,788
Inventories	-	425,750	-	425,750
Total assets	15,859,293	8,747,318	7,781,803	32,388,414
Liabilities				
Accounts payable	241,272	107,051	893,726	1,242,049
Accrued liabilities	376,517	57,360	69,190	503,067
Total Liabilities	617,789	164,411	962,916	1,745,116
Deferred inflows of resources:				
Unavailable revenue	549,439	-	-	549,439
Total deferred inflows of resources	549,439	-	-	549,439
Fund Balances				
Nonspendable	157,200	452,338	-	609,538
Restricted	-	8,130,569	3,086,734	11,217,303
Committed	7,063,615	-	602,024	7,665,639
Assigned	-	-	3,130,129	3,130,129
Unassigned	7,471,250	-	-	7,471,250
Total fund balances	14,692,065	8,582,907	6,818,887	30,093,859
Total liabilities, deferred inflows of resources and fund balances	15,859,293	8,747,318	7,781,803	32,388,414

Wasco County, Oregon
Reconciliation of the Balance Sheet of Governmental Funds
to the Statement of Net Position
June 30, 2018
(all amounts are in dollars)

Total fund balances - governmental funds		\$ 30,093,859
Amounts reported for governmental activities in the statement of net position are different because:		
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds:		
Capital assets	\$ 25,805,367	
Accumulated depreciation	<u>(14,687,520)</u>	11,117,847
Investments in joint ventures are not financial resources and, therefore are not reported in the funds		
		1,662,665
Certain non-current assets and deferred outflows of resources recorded in the Statement of Net Position expended in the governmental funds:		
Deferred outflows of resources - pension	3,230,431	
Deferred outflows of resources - OPEB	<u>55,340</u>	3,285,771
Long-term liabilities are not due and payable in the current period and, therefore, are not reported in the funds:		
Net pension liability	(8,542,153)	
Other post employment benefits payable	(586,655)	
Compensated absences payable	<u>(178,597)</u>	(9,307,405)
Deferred inflows of resources on the Statement of Net Position represent amounts that were not available to fund current expenditures, and therefore are not reported in the governmental funds. However unavailable revenue in the governmental funds is considered available in the Statement of Activities:		
Deferred inflows of resources - pension	(1,001,582)	
Deferred inflows of resources - OPEB	(29,099)	
Unavailable revenue	<u>549,439</u>	(481,242)
Total net position - governmental activities		<u>\$ 36,371,495</u>

Wasco County, Oregon
Statement of Revenues, Expenditures and Changes in Fund Balance
Governmental Funds
For the year ended June 30, 2018
(all amounts are in dollars)

	General	Public Works	Non-Major Governmental Funds	Total Governmental Funds
Revenues				
Property taxes	\$ 9,105,789	\$ -	\$ -	\$ 9,105,789
Licenses, fees and permits	1,786,000	14,208	747,241	2,547,449
Intergovernmental	1,455,941	2,956,204	3,044,135	7,456,280
Federal revenues	-	-	-	-
Charges for services	83,052	619,736	475,829	1,178,617
Fines and restitution	53,070	-	27,537	80,607
Investment earnings	128,982	25,163	47,652	201,797
Rents	234,978	-	-	234,978
Internal services	-	-	-	-
Grants and donations	-	-	1,797,688	1,797,688
Miscellaneous	508,254	21,269	10,461	539,984
Pass-through payments	2,490	-	-	2,490
Total revenues	<u>13,358,556</u>	<u>3,636,580</u>	<u>6,150,543</u>	<u>23,145,679</u>
Expenditures				
Current:				
Assessor	757,201	-	-	757,201
Clerk	310,637	-	11,488	322,125
Sheriff	2,448,427	-	2,829,752	5,278,179
Employee and administrative services	2,586,921	-	-	2,586,921
Administration	2,987,171	-	2,328,500	5,315,671
District attorney	624,999	-	30,120	655,119
Planning	692,864	-	327,843	1,020,707
Public works	45,158	3,366,368	18,439	3,429,965
Youth services	615,316	-	122,785	738,101
Total expenditures	<u>11,068,694</u>	<u>3,366,368</u>	<u>5,668,927</u>	<u>20,103,989</u>
Excess (deficiency) of revenues over (under) expenditures	<u>2,289,862</u>	<u>270,212</u>	<u>481,616</u>	<u>3,041,690</u>
Other Financing Sources (Uses)				
Transfers from other funds	2,030,843	2,195,153	997,529	5,223,525
Transfers to other funds	(2,713,549)	(2,000,000)	(509,976)	(5,223,525)
Gain/loss on the sale of fixed assets	-	-	-	-
Total other financing sources (uses)	<u>(682,706)</u>	<u>195,153</u>	<u>487,553</u>	<u>-</u>
Net change in fund balances	1,607,156	465,365	969,169	3,041,690
Fund balances - beginning	13,084,909	8,117,542	5,849,718	27,052,169
Fund balances - ending	<u>\$ 14,692,065</u>	<u>\$ 8,582,907</u>	<u>\$ 6,818,887</u>	<u>\$ 30,093,859</u>

Wasco County, Oregon
Reconciliation of the Statement of Revenues, Expenditures, and Changes
in Fund Balances of Governmental Funds to the Statement of Activities
For the year ended June 30, 2018
(all amounts are in dollars)

Net change in fund balances - governmental funds \$ 3,041,690

Amounts reported for governmental activities in the statement of activities are different because:

Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of these assets is allocated over their estimated useful lives and reported as depreciation expense. This amount is the difference between capital outlays and depreciation in the current period.

Capital asset expenditures	\$ 474,771
Gain/loss on disposal of capital assets	-
Current year depreciation expense	<u>(905,502)</u> (430,731)

The County has an equity interest in a joint venture. The allocated gain or (loss) from this investment is not a current financial resource and therefore is not reported in the governmental funds.

271,863

Revenues in the funds that do not provide current financial resources are not reported as revenues in the Statement of Activities as follows:

Change in unavailable revenues	(46,202)
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Changes in deferred inflows of resources not available to fund current expenditures and therefore not reported in the governmental funds

Related to pensions	869,437
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Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.

Change in compensated absences	(17,985)
Change in other post employment benefits	(20,183)
Change in pension liability	<u>(1,350,288)</u> <u>(1,388,456)</u>

Change in net position - governmental activities \$ 2,317,601

Wasco County, Oregon
Statement of Fiduciary Net Position

June 30, 2018

(all amounts are in dollars)

	Trust Fund	Agency Funds
Assets		
Cash with treasurer	74,748	1,230,003
Taxes receivable		
Accounts receivable		1,727,179
Total assets	<u>74,748</u>	<u>2,957,182</u>
Liabilities		
Accounts payable	93	-
Due to other governments	<u>-</u>	<u>2,957,182</u>
Total Liabilities	<u>93</u>	<u>2,957,182</u>
Net Position	<u><u>74,655</u></u>	

Wasco County, Oregon
Statement of Changes in Fiduciary Net Position - Trust Only
MINT Trust Fund
For the year ended June 30, 2018
(all amounts are in dollars)

Additions:

Investment earnings	857
Miscellaneous	<u>52,161</u>
Total Additions	<u><u>53,018</u></u>

Deductions

Materials and services	<u>36,380</u>
Change in net position	16,638
Net position held for MINT-beginning	<u>58,017</u>
Net Position held for MINT-ending	<u><u>74,655</u></u>

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES:

The accounting policies of Wasco County, Oregon conform to the generally accepted accounting principles (GAAP) as applicable to governments. The following is a summary of the more significant policies:

A. REPORTING ENTITY:

Wasco County, Oregon is a non-home rule county governed by an elected Board of County Commissioners consisting of three County Commissioners, one of whom serves as County Chair. Other elected officials include the County Clerk, County Treasurer, County Sheriff, County Assessor and County District Attorney.

As required by GAAP, these financial statements present the County and its component units – legally separate entities for which the County is considered to be financially accountable. Financial accountability is defined by GASB 61, as appointment of a voting majority of the component unit's board and either a) the ability to impose its will on the organization, or b) the possibility that the component unit will provide a financial benefit or impose a financial burden on the primary government.

Wasco County reports two component units. These are the Wasco County 4-H and Extension Service District and the Wasco County Library Service District. These Districts began operations July 1, 2008 and are included in the County's statements as discretely presented component units. Each District has separate audited financial statements available upon request through Wasco County.

B. GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS:

The statement of net position and the statement of activities display information about the primary government (the County) and its component unit. These statements include the financial activities of the overall government, except for fiduciary activities. Eliminations have been made to minimize the double-counting of internal activities. These statements distinguish between the governmental and business-type activities of the County. Governmental activities generally are financed through taxes, intergovernmental revenues and other non-exchange transactions. Business-type activities are financed in whole or in part by fees charged to external parties.

The statement of activities presents a comparison between direct expenses and program revenues for the different business-type activities of the County and for each function of the County's governmental activities. Direct expenses are those that are specifically associated with a program or function and, therefore, are clearly identifiable to a particular function. Program revenues include (a) fees, fines and charges paid by the recipients of goods or services offered by the programs and (b) grants and contributions that are restricted to meeting the operational or capital requirements of a particular program. Revenues that are not classified as program revenues, including all taxes, are presented as general revenues.

The fund financial statements provide information about the County's funds, including its fiduciary funds and blended component units. Separate statements for each fund category governmental, proprietary and fiduciary are presented. The emphasis of fund financial statements is on major governmental and enterprise funds, each displayed in a separate column. All remaining governmental and enterprise funds are aggregated and reported as non-major funds.

C. MEASUREMENT FOCUS, BASIS OF ACCOUNTING AND FINANCIAL STATEMENT PREPARATION:

The government-wide, and fiduciary fund financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded at the time liabilities are incurred, regardless of when the related cash flows take place. Non exchange transactions, in which the County gives (or receives) value without directly receiving (or giving) equal value in exchange, include property taxes, grants, entitlements and donations. On an accrual basis, revenue from property taxes is recognized in the fiscal year for which the taxes are levied. Revenue from grants, entitlements and donations is recognized in the fiscal year in which all eligibility requirements have been satisfied.

Governmental funds are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized when measurable and available. The County considers all revenues reported in the governmental funds to be available if the revenues are collected within sixty days after year-end. Property taxes, sales taxes, franchise taxes, licenses and interest are considered to be susceptible to accrual. Expenditures are recorded when the related fund liability is incurred, except for principal and interest on general long-term debt, claims and judgments, and compensated absences, which are recognized as expenditures to the extent they have matured. Capital asset acquisitions are reported as expenditures in governmental funds. Proceeds of general long-term debt and financing from capital leases are reported as other financing sources.

Property taxes, franchise taxes, licenses, and interest associated with the current period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Only the portion of special assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period. All other revenue items are considered to be measurable and available only when cash is received by the County.

GASB 34 establishes criteria (percentage of the assets, liabilities, revenues or expenditure/expense of either fund category or the governmental and enterprise funds combined) for the determination of major funds. Nonmajor funds are combined in a single column in the fund financial statements. The County reports the following major governmental funds:

GENERAL FUND: This is the County's primary operating fund and is always considered a major fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

PUBLIC WORKS FUND: This fund accounts for revenues and expenditures used in constructing and maintaining County roads.

Additionally, the County reports the following fund types:

SPECIAL REVENUE FUNDS: These funds are primarily operating funds that account for revenue derived from specific taxes or other revenue sources, which are legally restricted to finance particular functions or activities. When a special revenue fund is not an operating fund, transfers are made from the special revenue fund to the operating funds authorized to make the expenditures.

CAPITAL PROJECTS FUNDS: Expenditures for major construction projects or equipment acquisitions are accounted for in the capital projects funds.

FIDUCIARY FUNDS: Trust and Agency funds are used to account for assets held by the County in a trustee capacity. Agency funds are custodial in nature and do not involve measurement of result of operations.

D. ASSETS, LIABILITIES AND NET POSITION:

1. *Cash, Cash Equivalents, and Investments:* State statutes authorize the County to invest in obligations of the U.S. Treasury, certificates of deposit, U.S. government agency securities, instrumentalities of U.S. government-sponsored corporations, commercial paper, bankers' acceptances, repurchase agreements and the State of Oregon Treasurer's Local Government Investment Pool (LGIP). Additionally, Oregon Revised Statutes require that deposits be made with approved depository banks. Local Government Investment Pool balances are backed by the full faith and credit of the State of Oregon.

The County maintains a cash and investment pool for all of the County's funds. Monies within the cash and investment pool are identified by fund and by type. Interest earned on the cash and investment pool is allocated to the individual funds based on the individual fund's average cash balance for the period in which the interest was earned. The cash and investment pool possesses the general characteristics of a demand deposit account since the cash and investment pool has sufficient liquidity in that any fund may deposit or withdraw cash at any time without notice or penalty.

2. *Inventories and Prepaid Expenses:* Inventory-type items are considered to be an expenditure when purchased. Except for the Public Works Fund, the amount of inventory at year end was not considered significant and is not reported on the balance sheet. The Public Works Fund inventory is recorded at valued at cost using the first-in/first-out (FIFO) method.. Certain payments to vendors reflect costs applicable to future accounting periods and are reported as prepaid expenses.
3. *Fund Balance:* In the fund financial statements, Government Accounting Standards Board Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions* (GASB 54) defines the different type of fund balances a government entity must use for financial reporting purposes. GASB 54 requires the fund balance amounts be properly reported within one of the five fund balance components below:

Nonspendable – Includes amounts that cannot be spent because of either 1) not in spendable form or 2) legally or contractually required to be maintained intact.

Restricted – Consists of amounts that can only be spent for specific purpose stipulated by external resource providers, constitutional provisions or enabling legislation.

Committed – Consists of amounts that can only be used for the specific purposes determined by a formal action of the County's highest level of decision-making authority, which includes resolutions. Those committed amounts cannot be used for any other purpose unless the County removes or changes the specified use by taking the same type of action (resolution) it employed previously to commit the amounts.

Assigned – Consists of amounts intended to be used by the government for specific purposes but do not meet the criteria to be classified as restricted or committed. The authority for assigning fund balance is expressed by the Board of Commissioners, or their designee as established in the County's Fund Balance Policy.

Unassigned – The residual classification of fund balance includes all spendable amounts that have not been restricted, committed or assigned.

When both restricted and unrestricted resources are available for use, it is the County's policy to use restricted resources first, then unrestricted resources (committed, assigned and unassigned) as they are needed. When unrestricted resources (committed, assigned and unassigned) are available for use, it is the County's policy to use committed resources first, then assigned and then unassigned as needed.

Below is a schedule of ending fund balances, based on the standards in GASB 54:

Fund Balances	General Fund	Public Works Fund	Nonmajor Funds	Total all Funds
Total Nonspendable	157,200	452,338	-	609,538
Restricted:				
Public Works Fund	-	3,267,555	-	3,267,555
Road Reserve Fund	-	4,863,014	-	4,863,014
County Fair Fund	-	-	97,384	97,384
County School Fund	-	-	7	7
Land Corner Preservation Fund	-	-	62,877	62,877
Forest Health Fund	-	-	315,422	315,422
Law Library Fund	-	-	135,585	135,585
Parks Fund	-	-	256,637	256,637
Community Corrections Fund	-	-	1,509,857	1,509,857
Court Facilities Fund	-	-	145,873	145,873
CCFC Fund	-	-	99,803	99,803
CDBG Fund	-	-	18,706	18,706
Clerk Records Fund	-	-	32,758	32,758
Economic Development Fund	-	-	343,695	343,695
911 Communications	-	-	68,130	68,130
Total Restricted	-	8,130,569	3,086,734	11,217,303
Committed:				
Household Hazardous Waste	-	-	346,162	346,162
District Attorney's Fund	-	-	13,242	13,242
Museum Fund	-	-	242,620	242,620
Kramer Field Fund	33,694	-	-	33,694
Equipment Reserve Fund	1,613	-	-	1,613
Facility Reserve Fund	3,392,712	-	-	3,392,712
General Operating Reserve	3,635,596	-	-	3,635,596
Total Committed	7,063,615	-	602,024	7,665,639
Assigned:				
Capital Acquisitions Fund	-	-	3,130,129	3,130,129
Total Assigned	-	-	3,130,129	3,130,129
Total Unassigned	7,471,250	-	-	7,471,250
Fund Balances	14,692,065	8,582,907	6,818,887	30,093,859

4. *Capital Assets:* Include property and equipment, infrastructure and land, and are reported in the government-wide financial statements. Capital assets (other than infrastructure) are defined by the County as assets with an initial individual cost of more than \$5,000 and an estimated useful life of more than one year. Infrastructure assets are defined by the County as assets with an initial, individual cost of more than \$50,000. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation. The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

Property, plant and equipment of the County, are depreciated using the straight-line method over the following estimated useful lives:

Equipment and Software	5 to 45 years
Buildings and Improvements	45 to 100 years
Infrastructure	25 to 100 years

5. *Compensated Absences:* Vacation time for employees who are members of bargaining units accumulates based on the number of years of service, ranging from 10 to twenty working days per year. Vacation pay is vested when earned.

Vacation time for employees who are not members of bargaining units is awarded based on the number of years of service, ranging from 10 to 20 working days per year. Vacation is awarded January 1, of any given year for all employees hired before August 1st, 2017. Vacation is awarded on the anniversary date of any given year for all employees hired after August 1st, 2017. The liability for compensated absences reported in the government-wide consists of unpaid, accumulated annual and sick leave balances. The liability has been calculated using the vesting method, in which leave amounts for both employees who currently are eligible to receive termination payments and other employees who are expected to become eligible in the future to receive such payments upon termination are included.

Sick leave accumulates at the rate of twelve (12) days per year for full time employees. There is no limit on accumulation, and it is not compensable upon termination of employment.

6. *Investment in Joint Ventures:* Investment in joint ventures with other governments is reported at cost plus or minus the County's share of operating income or loss utilizing the equity method of accounting for investments.
7. *Long-Term Obligations:* In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the Statement of Net Position. Bond premiums and discounts are deferred and amortized over the life of the bonds. Bonds payable are reported net of the applicable bond premium or discount. Bond issuance costs are treated as period costs in the year of issue and are shown as other financial uses. In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs during the current period. The face amount of debt issued is reported as debt service expenditures..

8. *Property tax revenues and receivables:* Property taxes are collected by the Wasco County Tax Collector and distributed to County Funds monthly. The fund financial statements reflect property taxes as revenue when collected by the Tax Collector and available to the County to pay current period expenditures. The government-wide financial statements reflect property taxes as revenue in the year levied.

Property taxes receivable at year end have been reported on the balance sheet. No allowance has been made for uncollectible taxes since past history has shown losses to be minimal. In the fund financial statements, taxes receivable considered not available for payment of current year expenditures have been offset as deferred inflows of resources – unavailable revenue.

Property taxes are levied on July 1st pursuant to Oregon Revised Statute 310.030. Taxes are payable in full on November 15th or are payable in installments the last of which is due on May 15th of the year following the year in which imposed. Taxes become delinquent on real property if not paid by May 15th. On January 1st and July 1st, tax liens attach to person and real property respectively to secure payment of all taxes, penalties and interest ultimately imposed. Personal property is subject to summary seizure and the responsible taxpayer is subject to warrant service 30 days after the delinquency date. Foreclosure proceedings begin on real property after three years from the date taxes become delinquent.

9. *Deferred outflows/inflows of resources:* In addition to assets, the Statement of Net Position will sometimes report a separate section for deferred outflow of resources. This separate financial statement element represents a consumption of net position that applies to a future period and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the Statement of Net Position will sometime report a separate section for deferred inflows of resources. This separate financial statement element represents an acquisition of net position that applies to a future period and so will not be recognized as an inflow of resources (revenue) until that time.

10. *Pensions:* Substantially all of the District's employees are participants in the State of Oregon Public Employees Retirement System (PERS). For the purpose of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about fiduciary net position of PERS and additions to/deductions from PERS's fiduciary net position have been determined on the same basis as they are reported by PERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

11. *Interfund Activity:*

Transfers – Transactions that constitute reimbursements to a fund for expenditures initially made from it that are properly applicable to another fund, are recorded as expenditures in the reimbursing fund and as reductions of expenditures in the fund that is reimbursed. Operating interfund transactions are reported as transfers. Nonrecurring or nonroutine permanent transfers of equity are reported as residual equity transfers.

Receivables and Payables – Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as “due to/from other funds” (i.e., current portion of interfund loans).

12. *Use of Estimates:* the financial statements and related disclosures are prepared in conformity with accounting principles generally accepted in the United States. Management is required to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements, and revenues and expenses during the period reported. These estimates include assessing the collectability of accounts receivable, use and recoverability of inventory and the useful lives and impairment of tangible and intangible assets, among others. Estimates and assumptions are reviewed periodically and the effects of revisions are reflected in the financial statements in the period determined to be necessary. Actual results could differ from the estimates.
13. *Other Post-Employment Benefits (OPEB) Obligations:* The County's net OPEB obligation is recognized as a liability and the Annual Required Contribution (ARC) is expensed, as determined by the County's actuary, in the government-wide financial statements.
14. *Fair Value Inputs and Methodologies and Hierarchy:* Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Observable inputs are developed based on market data obtained from sources independent of the reporting entity. Unobservable inputs are developed based on the best information available about the assumptions market participants would use in pricing the asset. The classification of securities within the fair value hierarchy is based up on the activity level in the market for the security type and the inputs used to determine their fair value, as follows:
 - Level 1 – unadjusted price quotations in active markets/exchanges for identical assets or liabilities that each Fund has the ability to access
 - Level 2 – other observable inputs (including, but not limited to, quoted prices for similar assets or liabilities in markets that are active, quoted prices for identical or similar assets or liabilities in markets that are not active, inputs other than quoted prices that are observable for the assets or liabilities (such as interest rates, yield curves, volatilities, loss severities, credit risks and default rates) or other market–corroborated inputs)
 - Level 3 – unobservable inputs based on the best information available in the circumstances, to the extent observable inputs are not available (including each Fund's own assumptions used in determining the fair value of investments)
15. *Net Position:* Net position is comprised of the various net earnings from operations, nonoperating revenues, expenses and contributions of capital. Net position is classified in the following three categories:

Net Investment in Capital Assets – consists of all capital assets, net of accumulated depreciation and reduced by any outstanding balances of any bonds or other borrowings that are attributable to the acquisition, construction, or improvement of those assets.

Restricted – consists of external constraints placed on asset use by creditors, grantors, contributors, or laws or regulations of other governments or constraints imposed by law through constitutional provisions or enabling legislation. A portion of Net Position is restricted for Debt Service and for System Development.

Unrestricted net position – consists of all other assets that are not included in the other categories previously mentioned.

Sometimes the County will fund outlays for a particular purpose from both restricted and unrestricted resources. In order to calculate the amounts to report as restricted net position and unrestricted net position in the government-wide financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the County's policy to consider restricted net position to have been depleted before unrestricted net position is applied.

NOTE 2 – STEWARDSHIP, COMPLIANCE AND ACCOUNTABILITY:

A. BUDGETS AND BUDGETARY ACCOUNTING:

Budgets are prepared on the modified accrual basis for all funds. Except for the Fiduciary Fund, all of which are agency funds that account for "pass-through" transactions, the County adopts annual budgets for each of its funds, and sub-funds as determined appropriate, as required by state law. The resolution, authorizing appropriations for each fund, sets the level by which expenditures cannot lawfully exceed appropriations. The levels of control established by the resolution are: personnel services, materials and services, debt service, capital outlay and transfers out. The County's published budget contains more specific detailed information for the above mentioned expenditure categories. Unexpected additional resources may be added to the budget through the use of a supplemental budget and appropriation resolution. Original and supplemental budgets may be modified by the use of appropriation transfers between the levels of control. Such transfers require approval of the Board of County Commissioners. Appropriations lapse at year-end.

The County adopted resolutions for appropriation transfers which adjusted the fiscal year 2017-2018 original Budget, as well as several appropriation transfers. Expenditures of the various funds were within authorized appropriations.

NOTE 3 – DETAILED NOTES ON ALL FUNDS:

A. CASH AND INVESTMENTS:

The County maintains a pool of cash and investments that are available for use by all funds. Each fund's portion of this pool is displayed on the financial statements as cash and investments. Interest earned on pooled cash and investments is allocated to participating funds based upon their combined cash and investment balances. Cash and Investments (recorded at cost) for the County, its discretely presented component units and fiduciary funds, are as follows:

Deposits with Financial Institutions:

Petty Cash	\$ 3,208
Demand Deposits	3,680,825
Investments	<u>28,633,017</u>
Total cash and Investments	<u>\$ 32,317,050</u>

The County Investment of cash funds is regulated by Oregon Revised Statutes. Under these guidelines, cash funds may be invested in bank accounts, general obligation issues of the United States and its agencies, certain states and certain guaranteed investments issued by banks. During the year, the County purchased investment instruments, but did not participate in any repurchase or reverse repurchase agreements.

DEPOSITS:

Custodial Credit Risk is the risk that, in the event of a bank failure, the County's deposits may not be returned. The Federal Depository Insurance Corporation (FDIC) provides Insurance for the County's deposits with financial institutions up to \$250,000 each for the aggregate of all non-interest bearing accounts and the

aggregate of all interest bearing accounts at each institution. Deposits in excess of FDIC coverage with institutions participating in the Oregon Public Funds Collateralization Program. Oregon Revised Statutes and County policy require depository institutions to maintain on deposit, with the collateral pool manager, securities having a value not less than 10% of their quarter-end public fund deposits if they are well capitalized, 25% of their quarter-end public fund deposits if they are adequately capitalized, or 110% of their quarter-end public fund deposits if they are undercapitalized or assigned to pledge 110% by the Office of the State Treasurer. As of June 30, 2018, the total bank balance per the bank statements was \$4,249,917. Of these deposits, \$250,000 was covered by federal depository insurance. The remainder, if any, is collateralized the Oregon Public Funds Collateralization Program (PFCP).

INVESTMENTS:

State statutes authorize investment primarily in general obligations of the U.S. Government and its agencies, certain bonded obligations of Oregon municipalities, bank repurchase agreements, bankers' acceptances, certain commercial papers and the State Treasurer's Investment Pool, among others. Investments are valued at fair value as required by GASB 72. The categorization of a value determined for investments is based on the pricing transparency of the investments and is not necessarily an indication of the risks associated with investing in those securities. Security pricing is provided by a third-party, and is reported monthly to the County by its custodian bank. US Government agencies fall into level 1 of the fair value hierarchy. Banker's acceptances and LGIP fall under level 2 of the fair value hierarchy.

Investment Type	Maturity	Cost
Local Government Investment Pool	1 Day	19,922,569
US Government Agency Securities	Less than 1 Year	996,831
US Government Agency Securities	Under 3 years	1,875,371
US Government Agency Securities	Under 5 years	5,838,246
		<hr/> 28,633,017
Less amounts classified as cash equivalents		<hr/> 19,922,569
Total Investments		<hr/> 8,710,448

Investment Pool: Investments in the Local Government Investment Pool (LGIP) are included in the Oregon Short-Term Fund, which is an external investment pool that is not a 2a-7-like external investment pool, and is not registered with the U.S. Securities and Exchange Commission as an investment company. Fair value of the LGIP is calculated at the same value as the number of pool shares owned. The unit of account is each share held, and the value of the position would be the fair value of the pool's share price multiplied by the number of shares held. Investments in the Short-Term Fund are governed by ORS 294.135, Oregon Investment Council, and portfolio guidelines issued by the Oregon Short-Term Fund Board, which establish diversification percentages and specify the types and maturities of investments. The portfolio guidelines permit securities lending transactions as well as investments in repurchase agreements and reverse repurchase agreements. The fund appears to be in compliance with all portfolio guidelines at June 30, 2018. The LGIP seeks to exchange shares at \$1.00 per share; an investment in the LGIP is neither insured nor guaranteed by the FDIC or any other government agency. Although the LGIP seeks to maintain the value of share investments at \$1.00 per share, it is possible to lose money by investing in the pool.

We intend to measure these investments at book value since it approximates fair value. The pool is comprised of a variety of investments. These investments are characterized as a level 2 fair value measurement in the

Oregon Short Term Fund's audited financial report. As of June 30, 2018, the fair value of the position in the LGIP is 100.13% of the value of the pool shares as reported in the Oregon Short Term Fund audited financial statements. Amounts in the State Treasurer's Local Government Investment Pool are not required to be collateralized. The County's position in the Pool at June 30, 2018 is stated at cost which approximates the fair value.

Custodial Credit Risk – Investments is the risk that, in the event of failure of the counterparty (e.g., broker dealer) to a transaction, a government will not be able to recover the value of its investment of collateral securities that are in the possession of another party. The County's investment policy provides that broker/dealers and financial institutions meet certain qualifications which are reviewed annually.

Credit Risk – Investments is the risk an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. The State of Oregon Local Government Investments Pool is unrated. The minimum weighted average credit rating of the portfolio's rated investments shall be Aa/AA/AA.

Concentration of Credit Risk – Investments is the risk of loss attributed to the magnitude of an entity's investment in a single issuer. The County diversifies the investment portfolio to avoid incurring unreasonable risks, both credit and interest rate risk, inherent in the over-investing in specific instruments, individual financial institutions or maturities.

Interest Rate Risk – Investments is the risk interest rates will increase after investments are purchased. The County mitigates this risk by matching investment maturities to expected cash outflows. Unless matched to a specific cash flow requirement, the County does not invest in securities maturing more than five years from the date of settlement. The maximum average maturity of the County's portfolio cannot exceed 2.5 years at any time.

Foreign Currency Risk – Investment is the risk of loss caused by investing in foreign currencies. The County's investment policy mitigates this risk by prohibiting investments not U.S. dollar denominated. Therefore, the County is not exposed to this risk.

Issue Type	Maximum % Holdings	Minimum Ratings Moody's / S&P / Fitch
US Treasury Obligations	100%	None
US Agency Securities Per Agency (Senior Obligations Only)	100% 33%	- -
Oregon Short Term Fund	Maximum allowed per ORS 294.810	-
Bankers' Acceptances	25% ⁽¹⁾	A1+/P1/F1+
Time Deposits/Savings Accounts/Certificates of Deposit ⁽²⁾ Per Institution	50% 25%	-
Repurchase Agreements	5%	-
Corporate Debt (Total) Corporate Commercial Paper Per Issuer	15% ⁽³⁾ 15% ⁽³⁾ 2.5% ⁽⁴⁾	- A1/P1/F1
Corporate Bonds Per Issuer	10% ⁽³⁾ 2.5% ⁽⁴⁾	Aa2/AA/AA
Municipal Debt (Total) Municipal Commercial Paper Municipal Bonds	10% 10% 10%	- A1/P1/F 1

⁽¹⁾ 25% Maximum per ORS 294.035(D)

⁽²⁾ As authorized by ORS 294.035(3)(d)

⁽³⁾ 35% Maximum per ORS 294.035(D)

⁽⁴⁾ 5% Maximum per ORS 294.035(D)

B. CAPITAL ASSETS:

The following schedule shows the changes in the Capital Assets for the year ended June 30, 2018:

	Beginning Balance	Additions	Deletions	Corrections	Ending Balance
Land	1,523,041				1,523,041
<i>Depreciable Assets</i>					-
Buildings	8,117,432				8,117,432
Furniture & Equipment	10,257,004	474,771			10,731,775
Infrastructure	5,433,139				5,433,139
	23,807,575	474,771	-	-	24,282,346
<i>Accumulated Depreciation</i>					
Buildings	4,050,893	115,423			4,166,316
Furniture & Equipment	7,708,271	581,272			8,289,543
Infrastructure	2,022,874	208,807			2,231,681
	13,782,038	905,502	-	-	14,687,540
Depreciable Assets - Net	10,025,537	(430,731)	-	-	9,594,806
Net Fixed Assets	11,548,578	(430,731)	-	-	11,117,847

Depreciation expense for the year was charged to the following programs:

General Government	277,002
Public Safety	229,607
Highways & Streets	346,640
Health & Welfare	35,684
Culture & Recreation	<u>16,569</u>
	<u>905,502</u>

C. INVESTMENT IN JOINT VENTURES:

The QualityLife Intergovernmental Agency (QLife) is jointly owned by the City of The Dalles and Wasco County, Oregon , each party owning 50 percent. QLife operates a fiber optic network to the residents and businesses in The Dalles, Wasco County and the new Maupin Project. The Maupin project started in the fiscal year ended June 30, 2016 and will be a separate operating network from the one that serves the City and Wasco County. Revenues earned by QLife are expended for the continued operations and maintenance of the network. Upon dissolution of QLife, the net position would be shared 50 percent each to the City and Wasco County. QLife is governed by a five-member board compromised of two appointees from the City, two appointees from Wasco County and a fifth member appointed by the other four. The County's net investment and its share of the operation results of QLife are reported in the County's governmental activities. Net position of the County's governmental fund increased \$271,863 from a net gain in fiscal year ended June 30, 2018. The County's investment in QLife of \$1,662,665 can be accounted for using the equity method. Complete financial statements for QLife can be obtained from Wasco County Finance Office, 511 Washington St, The Dalles, OR 97058.

D. LONG-TERM DEBT:

Changes in Long-Term Liabilities:

Long-term liability activity for the year ended June 30, 2018 was as follows:

<i>Governmental Activities</i>	Beginning Balance	Additions	Deletions	Ending Balance	Due in One Year
Compensated Absences	196,582		(17,985)	178,597	178,597
OPEB Obligation (Restated)	606,838		(20,183)	586,655	-
Net Pension Liability	<u>9,892,441</u>		<u>(1,350,288)</u>	<u>8,542,153</u>	<u>-</u>
Total Long-Term Liabilities	<u>10,695,861</u>	<u>-</u>	<u>(1,388,456)</u>	<u>9,307,405</u>	<u>178,597</u>

E. EMPLOYEE PENSION PLANS:

Plan Description – The Oregon Public Employees Retirement System (PERS) consists of a single cost-sharing multiple-employer defined benefit plan. All benefits of the system are established by the legislature pursuant to Oregon Revised Statute (ORS) Chapters 238 and 238A. Oregon PERS produces an independently audited Comprehensive Annual Financial Report which can be found at:

<http://www.oregon.gov/pers/documents/financials/CAFR/2017-CAFR.pdf>

If the link is expired please contact Oregon PERS for this information.

- a. *PERS Pension (Chapter 238).* The ORS Chapter 238 Defined Benefit Plan is closed to new members hired on or after August 29, 2003.
 - i. *Pension Benefits.* The PERS retirement allowance is payable monthly for life. It may be selected from 13 retirement benefit options. These options include survivorship benefits and lump-sum refunds. The basic benefit is based on years of service and final average salary. A percentage (2.0 percent for police and fire employees, and 1.67 percent for general service employees) is multiplied by the number of years of service and the final average salary. Benefits may also be calculated under either a formula plus annuity (for members who were contributing before August 21, 1981) or a money match computation if a greater benefits results. A member is considered vested and will be eligible at minimum retirement age for a service retirement allowance if he or she has had a contribution in each of five calendar years or has reached at least 50 years of age before ceasing employment with a participating employer (age 45 for police and fire members). General service employees may retire after reaching age 55. Police and fire members are eligible after reaching age 50. Tier 1 general service employee benefits are reduced if retirement occurs prior to age 58 with fewer than 30 years of service. Police and fire member benefits are reduced if retirement occurs prior to age 55 with fewer than 25 years of service. Tier 2 members are eligible for full benefits at age 60. The ORS Chapter 238 Defined Benefit Pension Plan is closed to new members hired on or after August 29, 2003.
 - ii. *Death Benefits.* Upon the death of a non-retired member, the beneficiary receives a lump-sum refund of the member's account balance (accumulated contributions and interest). In addition, the beneficiary will receive a lump-sum payment from employer funds equal to the account balance, provided on or more of the following contributions are met:
 - member was employed by PERS employer at the time of death,
 - member died within 120 days after termination of PERS covered employment,
 - member died as a result of injury sustained while employed in a PERS-covered job, or
 - member was on an official leave of absence from a PERS-covered job at the time of death.

- iii. *Disability Benefits.* A member with 10 or more years of creditable service who becomes disabled from other than duty-connected causes may receive a non-duty disability benefit. A disability resulting from a job-incurred injury or illness qualifies a member (including PERS judge members) for disability benefits regardless of the length of PERS-covered service. Upon qualifying for either a non-duty or duty disability, service time is computed to age 58 (55 for police and fire members) when determining the monthly benefit.
 - iv. *Benefit Changes After Retirement.* Members may choose to continue participation in a variable equities investment account after retiring and may experience annual benefit fluctuations due to changes in the market value equity investments. Under ORS 238.360 monthly benefits are adjusted annually through cost-of-living changes. The cap on the COLA will vary based on the amount of the annual benefit.
- b. *OPSRP Pension Program (OPSRP DB).* The ORS Chapter 238A Defined Benefit Pension Program provides benefits to members hired on or after August 29, 2003.
 - i. *Pension Benefits.* This portion of OPSRP provides a life pension funded by employer contributions. Benefits are calculated with the following formula for members who attain normal retirement age:

Police and fire: 1.8 percent is multiplied by the number of years of service and the final average salary. Normal retirement age for police and fire members is age 60 or age 53 with 25 years of retirement credit. To be classified as a police and fire member, the individual must have been employed continuously as a police and fire member for at least five years immediately preceding retirement.

General service: 1.5 percent is multiplied by the number of years of service and the final average salary. Normal retirement age for general service members is age 65, or age 58 with 30 years of retirement credit.

A member of the pension program becomes vested on the earliest of the following dates: the date the member completes 600 hours of service in each of five calendar years, the date the member reaches normal retirement age, and, if the pension program is terminated, the date on which termination becomes effective.
 - ii. *Death Benefits.* Upon the death of a non-retired member, the spouse or other person who is constitutionally required to be treated in the same manner as the spouse, receives for life 50 percent of the pension that would otherwise have been paid to the deceased member.
 - iii. *Disability Benefits.* A member who has accrued 10 or more years of retirement credits before the member becomes disabled or a member who becomes disabled due to job-related injury shall receive a disability benefit of 45 percent of the member's salary determined as of the last full month of employment before the disability occurred.
 - iv. *Benefit Changes After Retirement.* Under ORS 238A.210 monthly benefits are adjusted annually through cost-of-living changes. The cap on the COLA will vary based on the amount of the annual benefit.

Contributions – PERS funding policy provides for monthly employer contributions at actuarially determined rates. These contributions, expressed as a percentage of covered payroll, are intended to accumulate sufficient assets to pay benefits when due. The funding policy applies to the PERS Defined Benefit Plan and the Other Postemployment Benefit Plans. Employer contribution rates during the period were based on the December 31, 2015 actuarial valuation, which became effective July 1, 2017. The state of Oregon and certain schools, community colleges, and political subdivision have made unfunded actuarial liability payments and their rates have been reduced. Employer contributions for the year ended June 30, 2018 were \$1,025,704, excluding amounts to fund employer specific liabilities. In addition approximately \$82,981 in employee contributions were paid or picked up by the City in fiscal 2018. At June 30, 2018, the City reported a net pension liability of \$8,542,153 for its proportionate share of the net pension liability. The pension liability was measured as of June 30, 2017, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation dated December 31, 2015. The City's proportion of the net pension liability was based on a projection of the City's long-term share of contributions to the pension plan relative to the projected contributions of all participating employers, actuarially determined. As of the measurement date of June 30, 2017, the City's proportion was .06 percent. Pension expense for the year ended June 30, 2018 was \$495,035.

The rates in effect for the year ended June 30, 2018 were:

- (1) Tier 1/Tier 2 – 19.8%
- (2) OPSRP general services – 9.69%
- (3) OPSRP police and fire – 16.29%

	Deferred Outflow of Resources	Deferred Inflow of Resources
Difference between expected and actual experience	\$ 413,102	\$ -
Changes in assumptions	1,557,082	-
Net difference between projected and actual earnings on pension plan investments	88,004	-
Net changes in proportionate share	-	830,776
Differences between City contributions and proportionate share of contributions	<u>146,539</u>	<u>170,806</u>
Subtotal - Amortized Deferrals (below)	2,204,727	1,001,582
City contributions subsequent to measuring date	<u>1,025,704</u>	-
Deferred outflow (inflow) of resources	<u><u>\$ 3,230,431</u></u>	<u><u>\$ 1,001,582</u></u>

Deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year ending June 30,	Amount
2019	\$ 98,876
2020	806,095
2021	544,932
2022	(255,409)
2023	8,651
Thereafter	-
Total	<u><u>\$ 1,203,145</u></u>

All assumptions, methods and plan provisions used in these calculations are described in the Oregon PERS system-wide GASB 68 reporting summary dated February 16, 2018. Oregon PERS produces an independently audited CAFR which can be found at:

<http://www.oregon.gov/pers/documents/financials/CAFR/2017-CAFR.pdf>

Actuarial Valuations: The employer contribution rates effective July 1, 2017 through June 30, 2019, were set using the entry age normal actuarial cost method. For the Tier One/Tier Two component of the PERS Defined Benefit Plan, this method produced an employer contribution rate consisting of (1) an amount for normal cost (estimated amount necessary to finance benefits earned by employees during the current service year), (2) an amount for the amortization unfunded actuarial accrued liabilities, which are being amortized over a fixed period with new unfunded actuarial liabilities being amortized over 20 years.

For the OPSRP Pension Program component of the PERS Defined Benefit Plan, this method produced an employer rate consisting of (a) an amount for normal cost (the estimated amount necessary to finance benefits earned by the employees during the current service year), (b) an actuarially determined amount for funding a disability benefit component, and (c) an amount for the amortization of unfunded actuarial accrued liabilities, which are being amortized over a fixed period with new unfunded actuarial accrued liabilities being amortized over 16 years.

Actuarial Methods and Assumptions:

Valuation Date	December 31, 2015 rolled forward to June 30, 2017
Experience Study Report	2014, Published September 23, 2015
Actuarial cost method	Entry Age Normal
Amortization method	Amortized as a level percentage of payroll as layered amortization bases over a closed period; Tier One/Tier Two UAL is amortized over 20 years and OPSRP pension UAL is amortized over 16 years
Asset valuation method	Market value of assets
Inflation rate	2.50 percent
Investment rate of return	7.50 percent
Projected salary increase	3.5 percent overall payroll growth
Cost of Living Adjustment	Blend of 2% COLA and graded COLA (1.25%/15%) in accordance with Moro decision, blend based on service.
Mortality	Healthy retirees and beneficiaries: RP-2000 Sex-distinct, generational per Scale BB, with collar adjustments and setbacks as described in the valuation. Active members: Mortality rates are a percentage of healthy retiree rates that vary by group, as described in the valuation. Disabled retirees: Mortality rates are a percentage (70% for males and 95% for females) of the RP-2000 sex-distinct, generational per scale BB, disabled mortality table.

Actuarial valuations of an ongoing plan involve estimates of value of reported amounts and assumptions about the probability of events far into the future. Actuarially determined amounts are subject to continual revision as actual results are compared to past expectations and new estimates are made about the future. Experience studies are performed as of December 31 of even numbered years. The method and assumptions shown are based on the 2015 Experience Study which is reviewed for the four-year period ending December 31, 2015.

Assumed Asset Allocation:

Asset Class/Strategy	Low Range	High Range	OIC Target
Cash	0.0%	3.0%	0.0%
Debt Securities	15.0%	25.0%	20.0%
Public Equity	32.5%	42.5%	37.5%
Real Estate	9.5%	15.5%	12.5%
Private Equity	14.0%	21.0%	17.5%
Alternative Equity	0.0%	12.5%	12.5%
Opportunity Portfolio	0.0%	3.0%	0.0%
Total			100%

(Source: June 30, 2017 PERS CAFR; p. 92)

Long-Term Expected Rate of Return:

To develop an analytical basis for the selection of the long-term expected rate of return assumption, in July 2015 the PERS Board reviewed long-term assumptions developed by both Milliman's capital market assumptions team and the Oregon Investment Council's (OIC) investment advisors. The table below shows Milliman's assumptions for each of the asset classes in which the plan was invested at that time based on the OIC long-term target asset allocation. The OIC's description of each asset class was used to map the target allocation to the asset classes shown below. Each asset class assumption is based on a consistent set of underlying assumptions, and includes adjustment for the inflation assumption. These assumptions are not based on historical returns, but instead are based on a forward-looking capital market economic model.

Asset Class	Target	Compound Annual Return (Geometric)
Core Fixed Income	8.00%	4.00%
Short-term Bonds	8.00%	3.61%
Bank/Leveraged Loans	3.00%	5.42%
High Yield Bonds	1.00%	6.20%
Large/Mid Cap US Equities	15.75%	6.70%
Small Cap US Equities	1.31%	6.99%
Micro Cap US Equities	1.31%	7.01%
Developed Foreign Equities	13.13%	6.73%
Emerging Market Equities	4.12%	7.25%
Non-US Small Cap Equities	1.88%	7.22%
Private Equity	17.50%	7.97%
Real Estate (Property)	10.00%	5.84%
Real Estate (REITS)	2.50%	6.69%
Hedge Fund of Funds - Diversified	2.50%	4.64%
Hedge Fund - Event-driven	0.63%	6.72%
Timber	1.88%	5.85%
Farmland	1.88%	6.37%
Infrastructure	3.75%	7.13%
Commodities	1.88%	4.58%
Assumed Inflation - Mean		2.50%

(Source: June 30, 2017 PERS CAFR; p. 69)

Discount Rate: The discount rate used to measure the total pension liability was 7.50 percent for the Defined Benefit Pension Plan. The projection of cash flows used to determine the discount rate assumed that contributions from the plan members and those of the contributing employers are made at the contractually required rates, as actuarially determined. Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments for the Defined Benefit Pension Plan was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity of the City's proportionate share of the net pension liability to changes in the discount rate – The following presents the City's proportionate share of the net pension liability calculated using the discount rate of 7.50 percent, as well as what the City's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (6.50 percent) or 1-percentage-point higher (8.50 percent) than the current rate.

	1% Decrease (6.50%)	Discount Rate (7.50%)	1% Increase (8.50%)
County's proportionate share of the net pension liability (asset)	14,557,388	8,542,153	3,512,302

Changes Subsequent to the Measurement Date:

As described above, GASB 67 and GASB 68 require the Total Pension Liability to be determined based on the benefit terms in effect at the Measurement Date. Any changes to benefit terms that occurs after that date are reflected in amounts reported for the subsequent Measurement Date. However, Paragraph 80f of GASB 68 requires employers to briefly describe any changes between the Measurement Date and the employer's reporting date that are expected to have a significant effect on the employer's share of the collective Net Pension Liability, along with an estimate of the resulting change, if available.

At its July 28, 2017 meeting, the PERS Board lowered the assumed rate to 7.2 percent. For member transactions, this rate will take effect January 1, 2018. The current assumed rate is 7.5 percent and has been in effect for member transactions since January 1, 2016.

Deferred Compensation Plan: A deferred compensation plan is available to employees wherein they may execute an individual agreement with the City for amounts earned by them to not be paid until a future date when certain circumstances are met. These circumstances are: termination by reason of death, disability, resignation, or retirement. Payment to the employee will be made over a period not to exceed 15 years. The deferred compensation plan is one which is authorized under IRC Section 457 and has been approved in its specifics by a private ruling from the Internal Revenue Service. The assets of the plan are held by the administrator for the sole benefit of the plan participants and are not considered assets or liabilities of the City.

OPSRP Individual Account Program (OPSRP IAP):

Plan Description: Employees of the City are provided with pensions through OPERS. All the benefits of OPERS are established by the Oregon legislature pursuant to Oregon Revised Statute (ORS) Chapters 238 and 238A. Chapter 238 Defined Benefit Pension Plan is closed to new members hired on or after August 29, 2003. Chapter 238A created the Oregon Public Service Retirement Plan (OPSRP), which consists of the Defined Benefit Pension Program and the Individual Account Program (IAP). Membership includes public employees hired on or after August 29, 2003. PERS members retain their existing defined benefit plan accounts, but member contributions are deposited into the member's IAP account. OPSRP is part of OPERS, and is administered by the OPERS Board.

Pension Benefits: Participants in OPERS defined benefit pension plans also participate in their defined contribution plan. An IAP member becomes vested on the date the employee account is established or on the date the rollover account was established. If the employer makes optional employer contributions for a member, the member becomes vested on the earliest of the following dates: the date the member completes 600 hours of service in each of five calendar years, the date the member reaches normal retirement age, the date the IAP is terminated, the date the active member becomes disabled, or the date the active member dies. Upon retirement, a member of the OPSRP IAP may receive the amounts in his or her employee account, rollover account, and vested employer account as a lump-sum payment or in equal installments over a 5-, 10-, 15-, 20-year period or an anticipated life span option. Each distribution option has a \$200 minimum distribution limit.

Death Benefits: Upon the death of a non-retired member, the beneficiary receives in a lump sum the member's account balance, rollover account balance, and vested employer optional contribution account balance. If a retired member dies before the installment payments are completed, the beneficiary may receive the remaining installment payments or choose a lump-sum payment.

Contributions: Employees of the City pay six (6) percent of their covered payroll. The City paid \$82,981 in contributions to member IAP accounts for the year ended June 30, 2018.

Retirement Health Insurance Account:

Plan Description: As a member of Oregon Public Employees Retirement System (OPERS) the County contributes to the Retirement Health Insurance Account (RHIA) for each of its eligible employees. RHIA is a cost-sharing multiple-employer defined benefit other postemployment benefit plan administered by OPERS. RHIA pays a monthly contribution toward the cost of Medicare companion health insurance premiums of eligible retirees. Oregon Revised Statute (ORS) 238.420 established this trust fund. Authority to establish and amend the benefit provisions of RHIA reside with the Oregon Legislature. The plan is closed to new entrants after January 1, 2004. OPERS issues a publicly available financial report that includes financial statements and required supplementary information. That report may be obtained by writing to Oregon Public Employees Retirement System, PO Box 23700, Tigard, OR 97281-3700.

Funding Policy: Because RHIA was created by enabling legislation (ORS 238.420), contribution requirements of the plan members and the participating employers were established and may be amended only by the Oregon

Legislature. ORS require that an amount equal to \$60 dollars or the total monthly cost of Medicare companion health insurance premiums coverage, whichever is less, shall be paid from the Retirement Health Insurance Account established by the employer, and any monthly cost in excess of \$60 dollars shall be paid by the eligible retired member in the manner provided in ORS 238.410. To be eligible to receive this monthly payment toward the premium cost the member must: (1) have eight years or more of qualifying service in OPERS at the time of retirement or receive a disability allowance as if the member had eight years or more of creditable service in OPERS, (2) receive both Medicare Parts A and B coverage, and (3) enroll in an OPERS-sponsored health plan. A surviving spouse or dependent of a deceased OPERS retiree who was eligible to receive the subsidy is eligible to receive the subsidy if he or she (1) is receiving a retirement benefit or allowance from OPERS or (2) was insured at the time the member died and the member retired before May 1, 1991.

Participating Counties are contractually required to contribute to RHIA at a rate assessed each year by OPERS, and the County currently contributes 0.53% of annual covered OPERF payroll and 0.45% of OPSRP payroll under a contractual requirement in effect until June 30, 2019. The OPERS Board of Trustees sets the employer contribution rates based on the annual required contribution of the employers (ARC), an amount actuarially determined in accordance with the parameters of GASB Statement 45. The ARC represents a level of funding that, if paid on an ongoing basis, is projected to cover normal cost each year and amortize any unfunded actuarial liabilities (or funding excess) of the plan over a period not to exceed thirty years. The County's contributions to RHIA for the years ended June 30, 2018 was \$30,281, which equaled the required contributions each year.

At June 30, 2018, the County's net OPEB liability/(asset) and deferred inflows and outflows were not considered significant by management and were not accrued on the government wide statements.

F. OTHER POST-EMPLOYMENT BENEFITS:

Post-employment Health Insurance Subsidy

Plan Description

The County administers a single-employer defined benefit healthcare plan that covers both active and retired participants. The plan provides post-retirement healthcare benefits for eligible retirees and their dependents through the County's group health insurance plans. The County's post-retirement plan was established in accordance with Oregon Revised Statutes (ORS) 243.303 which states, in part, that for the purposes of establishing healthcare premiums, the calculated rate must be based on the cost of all plan members, including both active employees and retirees. Because claim costs are generally higher for retiree groups than for active members, the premium amount does not represent the full cost of coverage for retirees. The resulting additional cost, or implicit subsidy, is required to be valued under GASB Statement 75 related to Other Post-Employment Benefits (OPEB). Calculations are based on the OPEB benefits provided under the terms of the substantive plan in effect at the time of each valuation and on the pattern of sharing of costs between the employer and plan members to that point. Actuarial valuations for OPEB plans involve estimates of the value of reported amounts and assumptions about the probability of events far into the future, and actuarially determined amounts are subject to continual revision as results are compared to past expectations and new estimates are made about the future. Actuarial calculations of the OPEB plan reflect a long-term perspective. The valuation date was July 1, 2016 and the measurement date was June 30, 2017.

Funding Policy

The County has not established a trust fund to finance the cost of post-employment health care benefits related to implicit rate subsidies. Premiums are paid by retirees based on the rates established for active employees. Additional costs related to an implicit subsidy are paid by the County on a pay-as-you-go basis. There is no obligation on the part of the County to fund these benefits in advance.

Actuarial Methods and Assumptions

The County engaged an actuary to perform a valuation as of June 30, 2017 using the Entry Age Normal, level percent of salary Actuarial Cost Method. Mortality rates were based on the RP-2000 healthy white collar male and female mortality tables, set back one year for males. Mortality is projected on a generational basis using Scale BB for males and females. Demographic assumptions regarding retirement, mortality, and turnover are based on Oregon PERS valuation assumptions as of December 31, 2015. Election rate and lapse assumptions are based on experience implied by valuation data for this and other Oregon public employers.

Changes in the Net OPEB Liability

	CIS Plan Increase/ <u>Decrease</u>
Total OPEB Liability at June 30, 2017	606,838
Changes for the year:	
OPEB Expense (Credit)	57,331
Deferred Inflows:	
Beginning Investment Deferral	-
Ending Investment Deferral	(33,198)
Deferred Outflows:	
Beginning Proportion/Cont Def	-
Ending Proportion/Cont Def	-
Contributions During Measurement Period	<u>(44,316)</u>
Balance as of June 30, 2018	<u>586,655</u>

Sensitivity of the Net OPEB Liability to Changes in the Discount Rate and Trend Rates

The following analysis presents the net OPB liability using a discount rate of 3.58% as well as what the County's net OPEB liability would be if it was calculated using a discount rate that is one percentage point lower (2.58%) or one percentage point higher (4.58%) than the current rate.

	Decrease 2.58%	Discount Rate 3.58%	Increase 4.58%
Total CIS OPEB Liability	631,619	586,655	544,991
	1% Decrease	Current Trend Rate	1% Increase
Total CIS OPEB Liability	529,494	586,655	653,938

Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB Benefits:

	Deferred Outflow of Resources	Deferred Inflow of Resources	Net Deferred Inflow/Outflow of Resources
Changes in assumptions	-	33,198	33,198
County contributions subsequent to measuring date	-	-	-
Deferred outflow (inflow) of resources	-	<u>33,198</u>	<u>33,198</u>

Amounts Reported as deferred outflows or inflows of resources related to pension will be recognized in pension expense as follows:

Year ending June 30,	CIS	RHIA	Total
	Amount	Amount	Amount
2018	4,099	2,702	6,801
2019	4,099	2,702	6,801
2020	4,099	2,795	6,894
2021	4,099	3,015	7,114
2022	4,099	-	4,099
2023	4,099	-	4,099
Thereafter	<u>8,604</u>	-	<u>8,604</u>
Total	<u>33,198</u>	<u>11,214</u>	<u>44,412</u>

The beginning Net Position for governmental funds was restated due to the County's implementation of GASB 75 for the implicit rate subsidy. Net position was decreased by \$128,589

G. INTERFUND TRANSFERS:

The following table reflects the interfund transfers completed during the year ended June 30, 2018.

Fund#	Fund Name	GASB 54 Fund	Transfers In	Transfers Out
101	General Fund	General Fund	504,976	2,456,354
219	Weed & Pest Control Fund	General Fund	-	195,153
324	911 Equipment Reserve Fund	General Fund	-	62,042
326	Facilities Capital Fund	General Fund	700,000	-
327	General Operating Reserve Fund	General Fund	825,867	-
202	Public Works Fund	Public Works Fund	195,153	2,000,000
321	Road Reserve Fund	Public Works Fund	2,000,000	-
203	Fair Fund	Non-Major Governmental Fund	29,000	-
205	Land Corner Preservation Fund	Non-Major Governmental Fund	-	2,500
208	Economic Development Fund	Non-Major Governmental Fund	-	505,676
210	District Attorney Fund	Non-Major Governmental Fund	-	1,800
211	Museum Fund	Non-Major Governmental Fund	22,500	-
220	911 Communications Fund	Non-Major Governmental Fund	246,029	-
322	Capital Acquisitions Fund	Non-Major Governmental Fund	<u>700,000</u>	-
Total All Transfers			5,223,525	5,223,525
Total	General Fund		2,030,843	2,713,549
Total	Public Works Fund		2,195,153	2,000,000
Total	Non-Major Governmental Fund		<u>997,529</u>	<u>509,976</u>
			5,223,525	5,223,525

H. DEFERRED COMPENSATION

The County offers a deferred compensation plan created in accordance with the Internal Revenue Code Section 457. This plan, available to all full time employees, permits employees to defer a portion of their salary until future years. The deferred compensation is not available to employees until termination, retirement, death or unforeseen emergency. All amounts of compensation deferred under the plan are held in trust by the plan administrator for the sole benefit of the participants.

I. TAX ABATEMENTS

Wasco County has authorized tax-exempt status for five qualified firms within the County: Escape The Dalles, Integrated 3D, NuCulture, 15 Mile Ventures LLC, and Design LLC. All properties are required to meet State and Federal funding requirements which include annual physical inspections and an annual audit of financial activity and programmatic compliance. The property tax exemption may be removed if the property is being used for any purpose other than the provisions of low income housing, or if the property is no longer eligible under the stated provisions of ORS 307.540 to 307.548. Section E of the renewal application requires the applicant to acknowledge compliance with the requirements annually. For fiscal year ending June 30, 2018, the foregone property tax revenue is \$12,983,912.

NOTE 4 – OTHER INFORMATION:

A. RISK MANAGEMENT

The County is exposed to various risks of loss related to torts, theft of, damage to and destruction of assets; errors and omissions; and natural disasters for which the County carries commercial insurance with nominal deductible levels. Losses over the past three years have not exceeded the insurance coverage.

Liabilities are reported when it is probable that a loss occurred and the amount of the loss can be reasonably estimated. Any liability for claims or judgements would be reported in the appropriate governmental fund.

The County has elected to finance the liability for unemployment compensation benefits to County employees by reimbursing the State of Oregon Employment Division for the County's actual costs for unemployment benefits.

B. JOINTLY GOVERNED ORGANIZATIONS

Wasco County, Oregon, in conjunction with Sherman County, Hood River County, and Gilliam County, has created a regional jail facility in Wasco County known as Northern Oregon Corrections (NORCOR). The board of NORCOR is composed of five members, one from each of the participating governments, along with one sheriff. Wasco County budgeted expenditures to NORCOR for the year ended June 30, 2018 totaled \$1,941,748 with actual expenditures being \$1,939,756. The difference between budget to actual is based on medical care usage. Financial information for this entity may be obtained from the Administrator, Northern Oregon Corrections, 201 Webber Road, The Dalles, OR 97058.

Wasco County, Oregon, in conjunction with Sherman County and Gilliam County, has created a public health department in Wasco County known as North Central Public Health District (NCPHD). The board of NCPHD is composed of nine members total, one from each of the participating governments along with two other members from each County. Wasco County budgeted expenditures to NCPHD for the year ended June 30, 2018 total \$356,360. Actual expenditures are the same as budgeted. Financial information for this district may be obtained from the Finance Manager, North Central Public Health District, 419 E 7th Street, The Dalles, OR 97058.

C. RELATED PARTIES

During the year, the County had the following related party transactions. Qlife revenues from clerk fees, computer, GIS and administrative services totaled \$70,887 and expenditures totaled \$15,180. At June 30, 2018 the County has a \$1,380 balance to the Agency for services received.

D. RESTATEMENT

The beginning Net position for governmental funds was restated due to the County's implementation of GASB 75 for the implicit rate subsidy. Net position was increased by \$128,589 from \$33,933,112 to \$34,061,701..

Required Supplementary Information

Wasco County, Oregon
Schedule of Changes in Other Post-Employment Benefits and Related Ratios

Total Other Post Employment Benefits Liability at June 30, 2017 \$ **606,828**

Changes for the year:

Service Cost	39,536
Interest	17,795
Changes in Benefit Terms	-
Differences between expected and actual experience	-
Changes in assumptions or other input	(33,198)
Employer Contributions	-
Benefit Payments	<u>(44,306)</u>
Net changes for the year	<u>-20,173</u>

Total Other Post Employment Benefits Liability at June 30, 2018 \$ **586,655**

Fiduciary Net Position - Beginning \$ -

Contributions - Employer	44,306
Contributions - Employee	-
Net Investment Income	-
Benefit Payments	(44,306)
Administrative Expense	<u>-</u>
Net changes for the year	<u>-</u>

Fiduciary Net Position - Ending \$ -

Net Liability for Other Post Employment Benefits - End of Year \$ **586,655**

Fiduciary Net Position as a percentage of the total Single Employer Pension Liabilit 0%

Covered Payroll \$ 6,693,117

Net Single Employer Pension Plan as a Percentage of Covered Payroll 9%

Required Supplementary Information

Wasco County, Oregon
Schedule of the Proportionate Share of the Net Pension Liability
For the last four fiscal years

Year Ended June 30,	Proportion of the net pension liability (asset) (a)	Proportionate share of the net pension liability (asset) (b)	Covered payroll (c)	Proportionate share of the net pension liability (asset) as a percentage of its covered payroll (b/c)	Plan fiduciary net position as a percentage of the total pension liability
2018	0.06238109%	8,542,153	6,924,289	123.37%	83.10%
2017	0.06589545%	9,892,442	6,032,943	163.97%	80.50%
2016	0.06589548%	9,892,442	5,852,439	169.03%	91.90%
2015	0.07752839%	4,451,263	6,480,919	68.68%	103.60%
2014	0.09664647%	4,932,011	7,170,616	68.78%	91.97%

The amounts presented for each fiscal year were actuarially determined at December 31 and rolled forward to the measurement date.

This schedule is presented to illustrate the requirements to show information for 10 years. However, until a full 10-year trend has been compiled, information is presented only for the years for which the required supplementary information is available.

Required Supplementary Information (Continued)

Wasco County, Oregon
Schedule of Contributions
For the last five fiscal years

Year ended June 30,	Contributions in relation to the statutorily required contribution			Contribution deficiency (excess)	Covered payroll	Contributions as a percent of covered payroll
	Statutorily required contribution (a)	(b)	(a-b)			
2018	\$ 1,025,704	\$ 1,025,704	\$ -	\$ 6,605,716		15.53%
2017	774,484	774,484	-	6,924,289		11.19%
2016	686,501	686,501	-	6,032,943		11.38%
2015	604,704	604,704	-	5,852,439		10.33%
2014	692,025	692,025	-	6,480,919		10.68%

The amounts presented for each fiscal year were actuarially determined at December 31 and rolled forward to the measurement date.

This schedule is presented to illustrate the requirements to show information for 10 years. However, until a full 10-year trend has been compiled, information is presented only for the years for which the required supplementary information is available.

Wasco County, Oregon
Schedule of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual - Budgetary Basis
202 Public Works
For the year ended June 30, 2018
(all amounts are in dollars)

	Budgeted Amounts			Variance with Final Budget	
	Original	Final	Actual Amounts		
				Original	Final
Revenues					
Property taxes	\$ 9,120,966	\$ 9,120,966	\$ 9,105,789	\$ (15,177)	
Licenses, fees, and permits	1,382,348	1,382,348	1,786,000	403,652	
Intergovernmental	1,321,518	1,321,518	1,455,941	134,423	
Charges for services	68,215	68,215	83,052	14,837	
Fines and forfeitures	42,000	42,000	53,070	11,070	
Rents	228,549	228,549	234,978	6,429	
Pass-through payments	4,000	4,000	2,490	(1,510)	
Investment earnings	40,200	40,200	48,249	8,049	
Miscellaneous	224,286	224,286	508,254	283,968	
Total revenues	<u>12,432,082</u>	<u>12,432,082</u>	<u>13,277,823</u>	<u>845,741</u>	
Expenditures					
Current by Department:					
Assessor	764,985	764,985	757,201	7,784	
Clerk	322,021	322,021	310,637	11,384	
Sheriff	2,380,273	2,384,773	2,268,674	116,099	
Employee and administrative services	3,012,564	3,012,564	2,586,921	425,643	
Administration	2,907,738	2,943,188	2,858,536	84,652	
District attorney	661,877	700,904	624,999	75,905	
Planning	741,690	752,362	692,864	59,498	
Public works	50,242	50,242	45,158	5,084	
Youth services	542,723	618,723	615,316	3,407	
Contingencies	<u>1,281,000</u>	<u>1,201,972</u>	<u>-</u>	<u>1,201,972</u>	
Total expenditures	<u>12,665,113</u>	<u>12,751,734</u>	<u>10,760,306</u>	<u>1,991,428</u>	
Excess (deficiency) of revenues over (under) expenditures	<u>(233,031)</u>	<u>(319,652)</u>	<u>2,517,517</u>	<u>2,837,169</u>	
Other Financing Sources (Uses)					
Sale of fixed assets	-	-	-	-	
Transfers from other funds	664,300	664,300	504,976	(159,324)	
Transfers to other funds	(2,330,487)	(2,560,487)	(2,456,354)	104,133	
Total other financing sources (uses)	<u>(1,666,187)</u>	<u>(1,896,187)</u>	<u>(1,951,378)</u>	<u>(55,191)</u>	
Net change in fund balances	<u>(1,899,218)</u>	<u>(2,215,839)</u>	<u>566,139</u>	<u>2,781,978</u>	
Fund balances - beginning	<u>6,509,107</u>	<u>6,509,107</u>	<u>7,062,311</u>	<u>553,204</u>	
Fund balances - ending	<u>\$ 4,609,889</u>	<u>\$ 4,293,268</u>	<u>7,628,450</u>	<u>\$ 3,335,182</u>	
Reconciliation to GAAP Fund Balance					
233 Kramer Field Fund			33,694		
324 911 Equipment Reserve Fund			1,613		
326 Facility Capital Reserve Fund			3,392,712		
327 General Operating Reserve Fu			3,635,596		
Total GAAP Fund Balance			<u>14,692,065</u>		

The notes to the financial statements are an integral part of this statement

Wasco County, Oregon
Schedule of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual - Budgetary Basis
202 Public Works
For the year ended June 30, 2018
(all amounts are in dollars)

	Budgeted Amounts			Variance with Final Budget
	Original	Final	Actual Amounts	
Revenues				
Licenses, fees and permits	\$ 8,500	\$ 8,500	\$ 14,208	\$ 5,708
Intergovernmental	2,414,287	2,414,287	2,956,204	541,917
Charges for services	380,000	380,000	619,736	239,736
Internal services	3,180	3,180	3,180	-
Investment earnings	35,000	35,000	(1,477)	(36,477)
Miscellaneous	11,000	11,000	18,089	7,089
Total revenues	<u>2,851,967</u>	<u>2,851,967</u>	<u>3,609,940</u>	<u>757,973</u>
Expenditures				
Current:				
Public Works	3,638,305	3,638,305	3,366,368	271,937
Contingencies	420,000	420,000	-	420,000
Total expenditures	<u>4,058,305</u>	<u>4,058,305</u>	<u>3,366,368</u>	<u>691,937</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(1,206,338)</u>	<u>(1,206,338)</u>	<u>243,572</u>	<u>1,449,910</u>
Other Financing Sources (Uses)				
Transfers from other funds	220,495	220,495	195,153	(25,342)
Transfers to other funds	(2,000,000)	(2,000,000)	(2,000,000)	-
Total other financing sources (uses)	<u>(1,779,505)</u>	<u>(1,779,505)</u>	<u>(1,804,847)</u>	<u>(25,342)</u>
Net change in fund balances	<u>(2,985,843)</u>	<u>(2,985,843)</u>	<u>(1,561,275)</u>	<u>1,424,568</u>
Fund balances, budgetary basis - beginning	<u>5,194,621</u>	<u>5,194,621</u>	<u>5,281,168</u>	<u>86,547</u>
Fund balances, budgetary basis - ending	<u>\$ 2,208,778</u>	<u>\$ 2,208,778</u>	<u>\$ 3,719,893</u>	<u>\$ 1,511,115</u>
Reconciliation to GAAP Fund Balance				
321 Road Reserve Fund			<u>4,863,014</u>	
Total GAAP Fund Balance			<u>\$ 8,582,907</u>	

The notes to the financial statements are an integral part of this statement

Wasco County, Oregon
Combining Balance Sheet
Non-Major Governmental Funds
June 30, 2018
(all amounts are in dollars)

	Special Revenue Funds	Capital Project Funds	Total Nonmajor Governmental Funds
Assets			
Cash and investments	3,456,197	3,183,600	6,639,797
Receivables	629,793	512,213	1,142,006
Total assets	4,085,990	3,695,813	7,781,803
Liabilities			
Accounts payable	346,748	546,978	893,726
Accrued liabilities	69,190	-	69,190
Total liabilities	415,938	546,978	962,916
Fund Balances			
Restricted	3,068,028	18,706	3,086,734
Committed	602,024	-	602,024
Assigned	-	3,130,129	3,130,129
Total fund balances	3,670,052	3,148,835	6,818,887
Total liabilities and fund balances	4,085,990	3,695,813	7,781,803

Wasco County, Oregon
Combining Schedule of Revenues, Expenditures and Changes in Fund Balances
Non-Major Governmental Funds
For the year ended June 30, 2018
(all amounts are in dollars)

	Special Revenue Funds	Capital Project Funds	Total Nonmajor Funds
Revenues			
Licenses, fees, and permits	\$ 747,241	\$ -	\$ 747,241
Intergovernmental	3,044,135	-	3,044,135
Charges for services	475,829	-	475,829
Fines and restitution	27,537	-	27,537
Grants and donations	1,092,848	704,840	1,797,688
Investment Earnings	10,676	36,976	47,652
Miscellaneous	10,461	-	10,461
Total Revenues	<u>5,408,727</u>	<u>741,816</u>	<u>6,150,543</u>
Expenditures			
Current by Department:			
Clerk	11,488	-	11,488
Sheriff	2,829,752	-	2,829,752
Administration	1,269,087	1,059,413	2,328,500
District attorney	30,120	-	30,120
Household hazardous waste	327,843	-	327,843
Public works	18,439	-	18,439
Youth services	122,785	-	122,785
Total expenditures	<u>4,609,514</u>	<u>1,059,413</u>	<u>5,668,927</u>
Excess (deficiency) of revenues over (under) expenditures	<u>799,213</u>	<u>(317,597)</u>	<u>481,616</u>
Other Financing Sources (Uses):			
Transfers from other funds	297,529	700,000	997,529
Transfers to other funds	(509,976)	-	(509,976)
Total other financing sources (Uses)	<u>(212,447)</u>	<u>700,000</u>	<u>487,553</u>
Net change in fund balances	586,766	382,403	969,169
Fund balances - beginning	3,083,286	2,766,432	5,849,718
Fund balances - ending	<u>\$ 3,670,052</u>	<u>\$ 3,148,835</u>	<u>\$ 6,818,887</u>

SPECIAL REVENUE FUNDS
NONMAJOR GOVERNMENTAL FUNDS

** These funds do not meet the GASB 54 definition of Special Revenue Funds and are included in the General Fund in the GAAP-basis financial statements. They are budgeted as Special Revenue Funds under Oregon Budget Law.

COUNTY FAIR FUND: Revenues and expenditures from the operation of the County Fair are recorded in this fund. The primary source of revenue for the Fair is money earned from the annual County Fair operation. Revenues are also received from the State Video Lottery Commission. Expenditures are mainly for the fair and year-round maintenance of the fairgrounds

COUNTY SCHOOL FUND: The County School Fund is used to account for the receipt of forest reserve rental revenues and distributions from the State of Oregon Common School Fund. By law, these funds are distributed to the school districts in Wasco County.

LAND CORNER PRESERVATION FUND: This fund accounts for revenues and expenditures for the surveying of all section corners in Wasco County. Revenues are mainly fees charged for recording and interest on investments.

FOREST HEALTH FUND: The County receives Federal Title III money to be used to maintain the health of forests within County boundaries. Revenues are from grants and interest on investments. Expenditures are for materials and services.

HOUSEHOLD HAZARDOUS WASTE FUND: Income is from the Oregon Department of Environmental Quality grants and surcharges on local garbage services. Monies are expended for the Sanitarian and the Public Health Business Manager to supervise the collection of fees and the contracting of services and building projects relating to the disposal of household hazardous waste

LAW LIBRARY FUND: This fund is used to maintain a law library within the County. Revenues are mainly from filing fees and expenditures are for materials and services.

PARKS FUND: This fund receives RV and campsite fees to pay for a park manager and operations for Hunt Park.

COMMUNITY CORRECTIONS FUND: This fund accounts for revenues from state grants and fees from participants in the community corrections program. Expenditures are for operations of the program.

COURT FACILITIES SECURITY FUND: This fund accounts for revenues from assessments on court fines. Expenditures are for materials and services.

COMMISSION ON CHILDREN AND FAMILIES (CCF): This fund accounts for state and federal grants. The grants are used to redirect state and federal child and family services to the local level.

CLERK RECORDS FUND: Oregon law requires a separate fund to account for a recording fee. The revenue is used to acquire storage and create and maintain a retrieval system for County records.

SPECIAL ECONOMIC DEVELOPMENT PAYMENTS FUND: This fund accounts for Enterprise Zone Tax Abatement Agreement Project fees. Fees are then distributed for local services or infrastructure.

DISTRICT ATTORNEY FUND: This fund accounts for forfeiture proceeds. Victim and Drug Court donation balances in the General Fund are also transferred into this fund. Expenditures are for materials and services and capital expenditures. This fund is included in the General Fund in the GAAP-basis financial statements.

MUSEUM FUND: Revenues are mainly from donations and contributions from the City of The Dalles and Wasco County. Expenditures are for personnel services, materials and services, and capital expenditures.

911 COMMUNICATIONS FUND: The County administers the 911 emergency center for all of the emergency services providers in Wasco County. Revenues are primarily from intergovernmental agreements and phone taxes. Expenditures are for 911 operations. This fund is included in the General Fund in the GAAP-basis financial statements.

**** WEED AND PEST CONTROL FUND:** Revenues and expenditures for the County's weed abatement and pest control are recorded in this fund. Major sources of revenue include federal and state grants and contracts. Expenditures are for personal services, materials and services, and capital outlay. This fund is included in the General Fund in the GAAP-basis financial statements, and was permanently rolled into the General Fund as of the end of fiscal year 2017-2018.

**** KRAMER FIELD FUND:** This fund accounts for monies remaining after the construction of Kramer Field. Revenue is from interest earned on investments. Expenditures are for materials and services. This fund is included in the General Fund in the GAAP-basis financial statements.

Wasco County, Oregon
Combining Balance Sheet
Special Revenue Funds
June 30, 2018
(all amounts are in dollars)

	County Fair Fund	County School Fund	Land Corner Preservation Fund	Forest Health Fund	Household Hazardous Waste Fund	Law Library Fund
Assets						
Cash and investments	\$ 107,036	\$ 230,496	\$ 63,651	\$ 315,422	\$ 361,957 35,212	\$ 136,648
Receivables	-	-	-	-		-
Total assets	<u>\$ 107,036</u>	<u>\$ 230,496</u>	<u>\$ 63,651</u>	<u>\$ 315,422</u>	<u>\$ 397,169</u>	<u>\$ 136,648</u>
Liabilities						
Accounts payable	\$ 7,925	\$ 230,489	\$ 173	\$ -	\$ 46,966	\$ 1,063
Accrued liabilities	1,727	-	601	-	4,041	-
Total liabilities	<u>9,652</u>	<u>230,489</u>	<u>774</u>	<u>-</u>	<u>51,007</u>	<u>1,063</u>
Fund Balances						
Restricted	97,384	7	62,877	315,422	-	135,585
Committed	-	-	-	-	<u>346,162</u>	-
Total fund balances	<u>97,384</u>	<u>7</u>	<u>62,877</u>	<u>315,422</u>	<u>346,162</u>	<u>135,585</u>
Total liabilities and fund balances	<u>\$ 107,036</u>	<u>\$ 230,496</u>	<u>\$ 63,651</u>	<u>\$ 315,422</u>	<u>\$ 397,169</u>	<u>\$ 136,648</u>

Wasco County, Oregon
Combining Balance Sheet
Special Revenue Funds
June 30, 2018
(all amounts are in dollars)

	Parks Fund	Community Corrections Fund	Court Facilities Security Fund	CCF Fund	Clerk Records Fund
Assets					
Cash and investments	\$ 253,575	\$ 1,119,847	\$ 145,873	\$ 105,961	\$ 32,758
Receivables	8,257	455,851	-	-	-
Total assets	<u>\$ 261,832</u>	<u>\$ 1,575,698</u>	<u>\$ 145,873</u>	<u>\$ 105,961</u>	<u>\$ 32,758</u>
Liabilities					
Accounts payable	\$ 4,367	\$ 38,104	\$ -	\$ 3,064	\$ -
Accrued liabilities	828	27,737	-	3,094	-
Total liabilities	<u>5,195</u>	<u>65,841</u>	<u>-</u>	<u>6,158</u>	<u>-</u>
Fund Balances					
Restricted	256,637	1,509,857	145,873	99,803	32,758
Committed	-	-	-	-	-
Total fund balances	<u>256,637</u>	<u>1,509,857</u>	<u>145,873</u>	<u>99,803</u>	<u>32,758</u>
Total liabilities and fund balances	<u>\$ 261,832</u>	<u>\$ 1,575,698</u>	<u>\$ 145,873</u>	<u>\$ 105,961</u>	<u>\$ 32,758</u>

Wasco County, Oregon
Combining Balance Sheet
Special Revenue Funds
June 30, 2018
(all amounts are in dollars)

	Special Economic Development	District Attorney	Museum Fund	911 Communications	Total
Assets					
Cash and investments	\$ 343,695	\$ 13,295	\$ 242,236	\$ (16,253)	\$ 3,456,197
Receivables	-	-	4,332	126,141	629,793
Total assets	<u>\$ 343,695</u>	<u>\$ 13,295</u>	<u>\$ 246,568</u>	<u>\$ 109,888</u>	<u>\$ 4,085,990</u>
Liabilities					
Accounts payable	\$ -	\$ 53	\$ 2,892	\$ 11,652	\$ 346,748
Accrued liabilities	-	-	1,056	30,106	69,190
Total liabilities	-	53	3,948	41,758	415,938
Fund Balances					
Restricted	343,695	-		68,130	3,068,028
Committed	-	13,242	242,620	-	602,024
Total fund balances	<u>343,695</u>	<u>13,242</u>	<u>242,620</u>	<u>68,130</u>	<u>3,670,052</u>
Total liabilities and fund balances	<u>\$ 343,695</u>	<u>\$ 13,295</u>	<u>\$ 246,568</u>	<u>\$ 109,888</u>	<u>\$ 4,085,990</u>

Wasco County, Oregon
Combining Schedule of Revenues, Expenditures and Changes in Fund Balance
Special Revenue Funds
For the year ended June 30, 2018
(all amounts are in dollars)

	County Fair Fund	County School Fund	Land Corner Preservation Fund	Forest Health Fund	Household Hazardous Waste Fund	Law Library Fund
Revenues						
Licenses, fees, and permits	\$ 93,359	\$ -	\$ 33,592	\$ -	\$ 405,807	\$ 23,992
Intergovernmental	53,167	240,693	-	40,267	-	-
Charges for services	-	-	-	-	12,200	-
Fines and restitution	-	-	-	-	-	-
Grants and contributions	26,183	-	-	-	-	-
Investment earnings	36	1,076	696	266	590	615
Miscellaneous	-	-	-	-	10,067	-
Total Revenues	172,745	241,769	34,288	40,533	428,664	24,607
Expenditures						
Current by Department:						
Clerk	-	-	-	-	-	-
Sheriff	-	-	-	-	-	-
Administration	186,939	230,490	-	-	-	-
District attorney	-	-	-	-	-	23,536
Household hazardous waste	-	-	-	-	327,843	-
Public works	-	-	18,439	-	-	-
Youth services	-	-	-	-	-	-
Total expenditures	186,939	230,490	18,439	-	327,843	23,536
Excess (deficiency) of revenues over (under) expenditures	(14,194)	11,279	15,849	40,533	100,821	1,071
Other Financing Sources (Uses):						
Transfers from other funds	29,000	-	-	-	-	-
Transfers to other funds	-	-	(2,500)	-	-	-
Total other financing sources (Uses)	29,000	-	(2,500)	-	-	-
Net change in fund balances	14,806	11,279	13,349	40,533	100,821	1,071
Fund balances - beginning	82,578	(11,272)	49,528	274,889	245,341	134,514
Fund balances - ending	\$ 97,384	\$ 7	\$ 62,877	\$ 315,422	\$ 346,162	\$ 135,585

Wasco County, Oregon
Combining Schedule of Revenues, Expenditures and Changes in Fund Balance
Special Revenue Funds
For the year ended June 30, 2018
(all amounts are in dollars)

	Parks Fund	Community Corrections Fund	Court Facilities Security Fund	CCF Fund	Clerk Records Fund	Special Economic Development
Revenues						
Licenses, fees, and permits	\$ 34,290	\$ 112,847	\$ -	\$ -	\$ 9,827	\$ -
Intergovernmental	59,381	2,006,790	-	118,418	-	155,832
Charges for services	-	-	-	-	-	-
Fines and restitution	-	-	27,537	-	-	-
Grants and contributions	-	-	-	48	-	1,050,000
Investment earnings	1,396	(532)	1,454	1,207	436	925
Miscellaneous	132	41	-	-	-	-
Total Revenues	<u>95,199</u>	<u>2,119,146</u>	<u>28,991</u>	<u>119,673</u>	<u>10,263</u>	<u>1,206,757</u>
Expenditures						
Current by Department:						
Clerk	-	-	-	-	11,488	-
Sheriff	-	1,813,233	-	-	-	-
Administration	66,052	-	11,677	-	-	698,641
District attorney	-	-	-	-	-	-
Household hazardous waste	-	-	-	-	-	-
Public works	-	-	-	-	-	-
Youth services	-	-	-	122,785	-	-
Total expenditures	<u>66,052</u>	<u>1,813,233</u>	<u>11,677</u>	<u>122,785</u>	<u>11,488</u>	<u>698,641</u>
Excess (deficiency) of revenues over (under) expenditures	<u>29,147</u>	<u>305,913</u>	<u>17,314</u>	<u>(3,112)</u>	<u>(1,225)</u>	<u>508,116</u>
Other Financing Sources (Uses):						
Transfers from other funds	-	-	-	-	-	-
Transfers to other funds	-	-	-	-	-	(505,676)
Total other financing sources (Uses)	-	-	-	-	-	(505,676)
Net change in fund balances	<u>29,147</u>	<u>305,913</u>	<u>17,314</u>	<u>(3,112)</u>	<u>(1,225)</u>	<u>2,440</u>
Fund balances - beginning	<u>227,490</u>	<u>1,203,944</u>	<u>128,559</u>	<u>102,915</u>	<u>33,983</u>	<u>341,255</u>
Fund balances - ending	<u>\$ 256,637</u>	<u>\$ 1,509,857</u>	<u>\$ 145,873</u>	<u>\$ 99,803</u>	<u>\$ 32,758</u>	<u>\$ 343,695</u>

Wasco County, Oregon
Combining Schedule of Revenues, Expenditures and Changes in Fund Balance
Special Revenue Funds
For the year ended June 30, 2018
(all amounts are in dollars)

	<u>District Attorney</u>	Museum Fund	911 Communications	<u>Total</u>
Revenues				
Licenses, fees, and permits	\$ -	\$ 33,527	\$ -	\$ 747,241
Intergovernmental	-	24,375	345,212	3,044,135
Charges for services	-	-	463,629	475,829
Fines and restitution	-	-	-	27,537
Grants and contributions	4,126	12,491	-	1,092,848
Investment earnings	166	1,498	847	10,676
Miscellaneous	-	-	221	10,461
Total Revenues	4,292	71,891	809,909	5,408,727
Expenditures				
Current by Department:				
Clerk	-	-	-	11,488
Sheriff	-	-	1,016,519	2,829,752
Administration	-	75,288	-	1,269,087
District attorney	6,584	-	-	30,120
Household hazardous waste	-	-	-	327,843
Public works	-	-	-	18,439
Youth services	-	-	-	122,785
Total expenditures	6,584	75,288	1,016,519	4,609,514
Excess (deficiency) of revenues over (under) expenditures	(2,292)	(3,397)	(206,610)	799,213
Other Financing Sources (Uses):				
Transfers from other funds	-	22,500	246,029	297,529
Transfers to other funds	(1,800)	-	-	(509,976)
Total other financing sources (Uses)	(1,800)	22,500	246,029	(212,447)
Net change in fund balances	(4,092)	19,103	39,419	586,766
Fund balances - beginning	17,334	223,517	28,711	3,083,286
Fund balances - ending	\$ 13,242	\$ 242,620	\$ 68,130	\$ 3,670,052

Wasco County, Oregon
Schedule of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual - Budgetary Basis
203 County Fair Fund
For the year ended June 30, 2018
(all amounts are in dollars)

	Budgeted Amounts			Variance with Final Budget
	Original	Final	Actual Amounts	
Revenues				
Licenses, fees, and permits	\$ 100,480	\$ 100,480	\$ 93,359	\$ (7,121)
Intergovernmental	50,500	50,500	53,167	2,667
Contributions and donations	21,700	21,700	26,183	4,483
Investment earnings	470	470	36	(434)
Total revenues	<u>173,150</u>	<u>173,150</u>	<u>172,745</u>	<u>(405)</u>
Expenditures				
Current:				
Administration	187,313	187,313	186,939	374
Contingencies	20,000	20,000	-	20,000
Total expenditures	<u>207,313</u>	<u>207,313</u>	<u>186,939</u>	<u>20,374</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(34,163)</u>	<u>(34,163)</u>	<u>(14,194)</u>	<u>19,969</u>
Other Financing Sources (Uses)				
Transfers from other funds	29,000	29,000	29,000	-
Total other financing sources (uses)	<u>29,000</u>	<u>29,000</u>	<u>29,000</u>	<u>-</u>
Net change in fund balances	(5,163)	(5,163)	14,806	19,969
Fund balances, budgetary basis - beginning	54,199	54,199	82,578	28,379
Fund balances, budgetary basis - ending	<u>\$ 49,036</u>	<u>\$ 49,036</u>	<u>\$ 97,384</u>	<u>\$ 48,348</u>

Wasco County, Oregon
Schedule of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual - Budgetary Basis
204 County School Fund
For the year ended June 30, 2018
(all amounts are in dollars)

	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final		
Revenues				
Intergovernmental	\$ 287,000	\$ 287,000	\$ 240,693	\$ (46,307)
Investment earnings	200	200	1,076	876
Total revenues	<u>287,200</u>	<u>287,200</u>	<u>241,769</u>	<u>(45,431)</u>
Expenditures				
Current:				
Administration	312,550	312,550	230,490	82,060
Excess (deficiency) of revenues over (under) expenditures	(25,350)	(25,350)	11,279	36,629
Net change in fund balances	(25,350)	(25,350)	11,279	36,629
Fund balances, budgetary basis - beginning	25,350	25,350	(11,272)	(36,622)
Fund balances, budgetary basis - ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 7</u>	<u>\$ 7</u>

Wasco County, Oregon
Schedule of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual - Budgetary Basis
205 Land Corner Preservation Fund
For the year ended June 30, 2018
(all amounts are in dollars)

	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final		
Revenues				
Licenses, fees, and permits	\$ 34,000	\$ 34,000	\$ 33,592	\$ (408)
Investment earnings	500	500	696	196
Total revenues	<u>34,500</u>	<u>34,500</u>	<u>34,288</u>	<u>(212)</u>
Expenditures				
Current:				
Public Works	20,921	20,921	18,439	2,482
Contingency	20,000	20,000	-	20,000
Total expenditures	<u>40,921</u>	<u>40,921</u>	<u>18,439</u>	<u>22,482</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(6,421)</u>	<u>(6,421)</u>	<u>15,849</u>	<u>22,270</u>
Other Financing Sources (Uses)				
Transfers to other funds	(2,500)	(2,500)	(2,500)	-
Total other financing sources (uses)	<u>(2,500)</u>	<u>(2,500)</u>	<u>(2,500)</u>	<u>-</u>
Net change in fund balances	(8,921)	(8,921)	13,349	22,270
Fund balances, budgetary basis - beginning	41,238	41,238	49,528	8,290
Fund balances, budgetary basis - ending	<u>\$ 32,317</u>	<u>\$ 32,317</u>	<u>\$ 62,877</u>	<u>\$ 30,560</u>

Wasco County, Oregon
Schedule of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual - Budgetary Basis
206 Forest Health Fund
For the year ended June 30, 2018
(all amounts are in dollars)

	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final		
Revenues				
Intergovernmental	\$ -	\$ -	\$ 40,267	\$ 40,267
Investment earnings	380	380	266	(114)
Total revenues	<u>380</u>	<u>380</u>	<u>40,533</u>	<u>40,153</u>
Expenditures				
Contingencies	54,211	54,211	-	54,211
Excess (deficiency) of revenues over (under) expenditures	(53,831)	(53,831)	40,533	94,364
Other Financing Sources (Uses)				
Transfers to other funds	(75,000)	(75,000)	-	75,000
Net change in fund balances	(128,831)	(128,831)	40,533	169,364
Fund balances - beginning	128,831	128,831	274,889	146,058
Fund balances - ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 315,422</u>	<u>\$ 315,422</u>

Wasco County, Oregon
Schedule of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual - Budgetary Basis
207 Household Hazardous Waste Fund
For the year ended June 30, 2018
(all amounts are in dollars)

	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final		
Revenues				
Licenses, fees, and permits	\$ 300,000	\$ 300,000	\$ 405,807	\$ 105,807
Charges for services	12,200	12,200	12,200	-
Miscellaneous	8,600	13,600	10,067	(3,533)
Investment earnings	1,500	1,500	590	(910)
Total revenues	<u>322,300</u>	<u>327,300</u>	<u>428,664</u>	<u>101,364</u>
Expenditures				
Current:				
Household hazardous waste	351,801	356,801	327,843	28,958
Contingencies	75,000	75,000	-	75,000
Total expenditures	<u>426,801</u>	<u>431,801</u>	<u>327,843</u>	<u>103,958</u>
Net change in fund balances	(104,501)	(104,501)	100,821	205,322
Fund balances - beginning	192,610	192,610	245,341	52,731
Fund balances - ending	<u>\$ 88,109</u>	<u>\$ 88,109</u>	<u>\$ 346,162</u>	<u>\$ 258,053</u>

Wasco County, Oregon
Schedule of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual - Budgetary Basis
209 Law Library Fund Fund
For the year ended June 30, 2018
(all amounts are in dollars)

	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final		
Revenues				
Licenses, fees, and permits	\$ 30,000	\$ 30,000	\$ 23,992	\$ (6,008)
Investment earnings	700	700	615	(85)
Total revenues	<u>30,700</u>	<u>30,700</u>	<u>24,607</u>	<u>(6,093)</u>
Expenditures				
Current:				
District attorney	46,984	46,984	23,536	23,448
Contingencies	1,822	1,822	-	1,822
Total expenditures	<u>48,806</u>	<u>48,806</u>	<u>23,536</u>	<u>25,270</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(18,106)</u>	<u>(18,106)</u>	<u>1,071</u>	<u>19,177</u>
Other Financing Sources (Uses)				
Transfers to other funds	(110,300)	(110,300)	-	110,300
Total other financing sources (uses)	<u>(110,300)</u>	<u>(110,300)</u>	<u>-</u>	<u>110,300</u>
Net change in fund balances	(128,406)	(128,406)	1,071	129,477
Fund balances, budgetary basis - beginning	<u>128,406</u>	<u>128,406</u>	<u>134,514</u>	<u>6,108</u>
Fund balances, budgetary basis - ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 135,585</u>	<u>\$ 135,585</u>

Wasco County, Oregon
Schedule of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual - Budgetary Basis
223 Parks Fund
For the year ended June 30, 2018
(all amounts are in dollars)

	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final		
Revenues				
Licenses, fees and permits	\$ 27,000	\$ 27,000	\$ 34,290	\$ 7,290
Intergovernmental	55,000	55,000	59,381	4,381
Miscellaneous	-	-	132	132
Investment income	575	575	1,396	821
Total revenues	<u>82,575</u>	<u>82,575</u>	<u>95,199</u>	<u>12,624</u>
Expenditures				
Current:				
Sheriff	74,562	74,562	66,052	8,510
Contingencies	20,000	20,000	-	20,000
Total expenditures	<u>94,562</u>	<u>94,562</u>	<u>66,052</u>	<u>28,510</u>
Net change in fund balances	(11,987)	(11,987)	29,147	41,134
Fund balances, budgetary basis - beginning	180,119	180,119	227,490	47,371
Fund balances, budgetary basis - ending	<u>\$ 168,132</u>	<u>\$ 168,132</u>	<u>\$ 256,637</u>	<u>\$ 88,505</u>

Wasco County, Oregon
Schedule of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual - Budgetary Basis
227 Community Corrections Fund
For the year ended June 30, 2018
(all amounts are in dollars)

	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final		
Revenues				
Licenses and permits	\$ 95,000	\$ 95,000	\$ 112,847	\$ 17,847
Intergovernmental	1,438,000	1,505,324	2,006,790	501,466
Reimbursements	-	-	41	41
Investment income	4,000	4,000	(532)	(4,532)
Total revenues	<u>1,537,000</u>	<u>1,604,324</u>	<u>2,119,146</u>	<u>514,822</u>
Expenditures				
Current:				
Sheriff	1,739,204	1,813,324	1,813,233	91
Contingencies	160,000	153,204	-	153,204
Total expenditures	<u>1,899,204</u>	<u>1,966,528</u>	<u>1,813,233</u>	<u>153,295</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(362,204)</u>	<u>(362,204)</u>	<u>305,913</u>	<u>668,117</u>
Other Financing Sources (Uses)				
Transfers to other funds	-	-	-	-
Total other financing sources (uses)	-	-	-	-
Net change in fund balances	(362,204)	(362,204)	305,913	668,117
Fund balances, budgetary basis - beginning	458,707	458,707	1,203,944	745,237
Fund balances, budgetary basis - ending	<u>\$ 96,503</u>	<u>\$ 96,503</u>	<u>\$ 1,509,857</u>	<u>\$ 1,413,354</u>

Wasco County, Oregon
Schedule of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual - Budgetary Basis
229 Court Facilities Fund
For the year ended June 30, 2018
(all amounts are in dollars)

	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final		
Revenues				
Fines and restitution	\$ 27,200	\$ 27,200	\$ 27,537	\$ 337
Investment income	400	400	1,454	1,054
Total revenues	<u>27,600</u>	<u>27,600</u>	<u>28,991</u>	<u>1,391</u>
Expenditures				
Current:				
Administration	43,000	43,000	11,677	31,323
Contingencies	99,071	99,071	-	99,071
Total expenditures	<u>142,071</u>	<u>142,071</u>	<u>11,677</u>	<u>130,394</u>
Net change in fund balances	(114,471)	(114,471)	17,314	131,785
Fund balances, budgetary basis - beginning	114,471	114,471	128,559	14,088
Fund balances, budgetary basis - ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 145,873</u>	<u>\$ 145,873</u>

Wasco County, Oregon
Schedule of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual - Budgetary Basis
232 Youth Think Fund
For the year ended June 30, 2018
(all amounts are in dollars)

	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final		
Revenues				
Intergovernmental	\$ 139,963	\$ 139,963	\$ 118,418	\$ (21,545)
Investment income	-	-	1,207	1,207
Contributions	21,000	21,000	48	(20,952)
Total revenues	<u>160,963</u>	<u>160,963</u>	<u>119,673</u>	<u>(41,290)</u>
Expenditures				
Current:				
Youth services	163,659	163,659	122,785	40,874
Contingencies	30,000	30,000	-	30,000
Total expenditures	<u>193,659</u>	<u>193,659</u>	<u>122,785</u>	<u>70,874</u>
Net change in fund balances	(32,696)	(32,696)	(3,112)	29,584
Fund balances, budgetary basis - beginning	<u>53,472</u>	<u>53,472</u>	<u>102,915</u>	<u>49,443</u>
Fund balances, budgetary basis - ending	<u>\$ 20,776</u>	<u>\$ 20,776</u>	<u>\$ 99,803</u>	<u>\$ 79,027</u>

Wasco County, Oregon
Schedule of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual - Budgetary Basis
237 Clerk Records Fund
For the year ended June 30, 2018
(all amounts are in dollars)

	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final		
Revenues				
Fees	\$ 7,300	\$ 7,300	\$ 9,827	\$ 2,527
Investment income	175	175	436	261
Total revenues	<u>7,475</u>	<u>7,475</u>	<u>10,263</u>	<u>2,788</u>
Expenditures				
Current:				
County clerk	18,500	18,500	11,488	7,012
Contingencies	26,302	26,302	-	26,302
Total expenditures	<u>44,802</u>	<u>44,802</u>	<u>11,488</u>	<u>33,314</u>
Net change in fund balances	(37,327)	(37,327)	(1,225)	36,102
Fund balances, budgetary basis - beginning	37,327	37,327	33,983	(3,344)
Fund balances, budgetary basis - ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 32,758</u>	<u>\$ 32,758</u>

Wasco County, Oregon
Schedule of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual - Budgetary Basis
208 Special Economic Development Fund
For the year ended June 30, 2018
(all amounts are in dollars)

	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final		
Revenues				
Contributions and donations	\$ 1,050,000	\$ 1,050,000	\$ 1,050,000	\$ -
Intergovernmental	190,000	190,000	155,832	(34,168)
Investment income	2,200	2,200	925	(1,275)
Total revenues	<u>1,242,200</u>	<u>1,242,200</u>	<u>1,206,757</u>	<u>(35,443)</u>
Expenditures				
Current:				
Administration	716,283	716,283	698,641	17,642
Excess (deficiency) of revenues over (under) expenditures	<u>525,917</u>	<u>525,917</u>	<u>508,116</u>	<u>(17,801)</u>
Other Financing Sources (Uses)				
Transfers to other funds	(590,000)	(590,000)	(505,676)	84,324
Total other financing sources (uses)	<u>(590,000)</u>	<u>(590,000)</u>	<u>(505,676)</u>	<u>84,324</u>
Net change in fund balances	(64,083)	(64,083)	2,440	66,523
Fund balances, budgetary basis - beginning	64,083	64,083	341,255	277,172
Fund balances, budgetary basis - ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 343,695</u>	<u>\$ 343,695</u>

Wasco County, Oregon
Schedule of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual - Budgetary Basis
210 District Attorney Fund
For the year ended June 30, 2018
(all amounts are in dollars)

	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final		
Revenues				
Donations and contributions	\$ 4,000	\$ 4,000	\$ 4,126	\$ 126
Investment earnings	100	100	166	66
Total revenues	<u>4,100</u>	<u>4,100</u>	<u>4,292</u>	<u>192</u>
Expenditures				
Current:				
District attorney	15,600	15,600	6,584	9,016
Contingencies	1,000	1,000	-	1,000
Total expenditures	<u>16,600</u>	<u>16,600</u>	<u>6,584</u>	<u>10,016</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(12,500)</u>	<u>(12,500)</u>	<u>(2,292)</u>	<u>10,208</u>
Other Financing Sources (Uses)				
Transfers to other funds	(1,800)	(1,800)	(1,800)	-
Total other financing sources (uses)	<u>(1,800)</u>	<u>(1,800)</u>	<u>(1,800)</u>	<u>-</u>
Net change in fund balances	(14,300)	(14,300)	(4,092)	10,208
Fund balances, budgetary basis - beginning	<u>14,300</u>	<u>14,300</u>	<u>17,334</u>	<u>3,034</u>
Fund balances, budgetary basis - ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 13,242</u>	<u>\$ 13,242</u>

Wasco County, Oregon
Schedule of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual - Budgetary Basis
211 Museum Fund
For the year ended June 30, 2018
(all amounts are in dollars)

	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final		
Revenues				
Licenses, fees, and permits	\$ 31,000	\$ 31,000	\$ 33,527	\$ 2,527
Intergovernmental	22,500	22,500	24,375	1,875
Donations	14,000	14,000	12,491	(1,509)
Miscellaneous	1,500	1,500	-	(1,500)
Investment earnings	1,200	1,200	1,498	298
Total revenues	70,200	70,200	71,891	1,691
Expenditures				
Current:				
Administration	106,230	106,230	75,288	30,942
Contingencies	120,000	120,000	-	120,000
Total expenditures	226,230	226,230	75,288	150,942
Excess (deficiency) of revenues over (under) expenditures	(156,030)	(156,030)	(3,397)	152,633
Other Financing Sources (Uses)				
Transfers from other funds	22,500	22,500	22,500	-
Net change in fund balances	(133,530)	(133,530)	19,103	152,633
Fund balances, budgetary basis - beginning	200,840	200,840	223,517	22,677
Fund balances, budgetary basis - ending	\$ 67,310	\$ 67,310	\$ 242,620	\$ 175,310

Wasco County, Oregon
Schedule of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual - Budgetary Basis
220 911 Communications
For the year ended June 30, 2018
(all amounts are in dollars)

	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final		
Revenues				
Charges for services	\$ 463,614	\$ 463,614	\$ 463,629	\$ 15
Intergovernmental	332,908	332,908	345,212	12,304
Miscellaneous	200	200	221	21
Investment income	155	155	847	692
Total revenues	<u>796,877</u>	<u>796,877</u>	<u>809,909</u>	<u>13,032</u>
Expenditures				
Current:				
Sheriff	1,054,325	1,054,325	1,016,519	37,806
Contingencies	16,100	16,100	-	16,100
Total expenditures	<u>1,070,425</u>	<u>1,070,425</u>	<u>1,016,519</u>	<u>53,906</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(273,548)</u>	<u>(273,548)</u>	<u>(206,610)</u>	<u>66,938</u>
Other Financing Sources (Uses)				
Transfers from other funds	246,029	246,029	246,029	-
Net change in fund balances	(27,519)	(27,519)	39,419	66,938
Fund balances, budgetary basis - beginning	27,519	27,519	28,711	1,192
Fund balances, budgetary basis - ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 68,130</u>	<u>\$ 68,130</u>

Wasco County, Oregon
Schedule of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual - Budgetary Basis
219 Weed and Pest Fund
For the year ended June 30, 2018
(all amounts are in dollars)

	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final		
Other Financing Sources (Uses)				
Transfers to other funds	(220,495)	(220,495)	(195,153)	25,342
Total other financing sources (uses)	(220,495)	(220,495)	(195,153)	25,342
Net change in fund balances	(220,495)	(220,495)	(195,153)	25,342
Fund balances, budgetary basis - beginning	220,495	220,495	195,153	(25,342)
Fund balances, budgetary basis - ending	\$ -	\$ -	\$ -	\$ -

Wasco County, Oregon
Schedule of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual - Budgetary Basis
233 Kramer Field Fund
For the year ended June 30, 2018
(all amounts are in dollars)

	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final		
Revenues				
Investment income	\$ 165	\$ 165	\$ 391	\$ 226
Expenditures				
Current:				
Administration	33,434	33,434	-	33,434
Net change in fund balances	(33,269)	(33,269)	391	33,660
Fund balances, budgetary basis - beginning	33,269	33,269	33,303	34
Fund balances, budgetary basis - ending	\$ -	\$ -	\$ 33,694	\$ 33,694

RESERVE FUNDS

The County has four reserve funds that are used for budgetary purposes only. These funds are combined with the General Fund or the Public Works Fund in the GAAP-basis financial statements.

ROAD RESERVE FUND: This fund is used to accumulate money for future road equipment purchases and construction projects. Resources are from interest on investments and transfers in. Expenditures are for materials and services and capital outlay. This fund is included with the Public Works Fund in the GAAP-basis financial statements.

911 EQUIPMENT RESERVE FUND: This fund accumulates money for the purchase of 911 equipment. Revenues are from interest on investments and transfers in. This fund is included in the General Fund in the GAAP-basis financial statements.

FACILITY CAPITAL RESERVE FUND: This fund accumulates money for capital expenditures required by County facilities. Resources are from interest on investments and transfers in. This fund is included in the General Fund in the GAAP-basis financial statements.

GENERAL OPERATING RESERVE FUND: This fund accumulates money to support operations as determined by the County Commissioners. Resources are from interest on investments and transfers in. This fund is included in the General Fund in GAAP-basis financial statements.

Wasco County, Oregon
Schedule of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual - Budgetary Basis
321 Road Reserve Fund
For the year ended June 30, 2018
(all amounts are in dollars)

	Budgeted Amounts			Variance with Final Budget
	Original	Final	Actual Amounts	
Revenues				
Investment income	\$ 17,000	\$ 17,000	\$ 26,640	\$ 9,640
Expenditures				
Current:				
Public works	4,850,437	4,850,437	-	4,850,437
Excess (deficiency) of revenues over (under) expenditures	(4,833,437)	(4,833,437)	26,640	4,860,077
Other Financing Sources (Uses)				
Transfers from other funds	2,000,000	2,000,000	2,000,000	-
Total other financing sources (uses)	2,000,000	2,000,000	2,000,000	-
Net change in fund balances	(2,833,437)	(2,833,437)	2,026,640	4,860,077
Fund balances, budgetary basis - beginning	2,833,437	2,833,437	2,836,374	2,937
Fund balances, budgetary basis - ending	\$ -	\$ -	\$ 4,863,014	\$ 4,863,014

Wasco County, Oregon
Schedule of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual - Budgetary Basis
324 911 Equipment Reserve Fund
For the year ended June 30, 2018
(all amounts are in dollars)

	Budgeted Amounts			Variance with Final Budget	
	Original	Final	Actual Amounts		
Revenues					
Investment income	\$ 1,500	\$ 1,500	\$ 1,615	\$ 115	
Expenditures					
Current:					
Sheriff	91,795	179,753	179,753		-
Contingencies	-	-	-		-
Total expenditures	91,795	179,753	179,753		-
Excess (deficiency) of revenues over (under) expenditures	(90,295)	(178,253)	(178,138)		115
Other Financing Sources (Uses)					
Transfers to other funds	-	(62,042)	(62,042)		-
Total other financing sources (uses)	-	(62,042)	(62,042)		-
Net change in fund balances	(90,295)	(240,295)	(240,180)		115
Fund balances, budgetary basis - beginning	240,295	240,295	241,793		1,498
Fund balances, budgetary basis - ending	\$ 150,000	\$ -	\$ 1,613	\$	\$ 1,613

Wasco County, Oregon
Schedule of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual - Budgetary Basis
326 Facility Capital Reserve Fund
For the year ended June 30, 2018
(all amounts are in dollars)

	Budgeted Amounts			Variance with Final Budget
	Original	Final	Actual Amounts	
Revenues				
Investment income	\$ 14,000	\$ 14,000	\$ 38,558	\$ 24,558
Expenditures				
Current:				
Administration	3,429,005	3,429,005	-	3,429,005
Excess (deficiency) of revenues over (under) expenditures	(3,415,005)	(3,415,005)	38,558	3,453,563
Other Financing Sources (Uses)				
Transfers from other funds	700,000	700,000	700,000	-
Total other financing sources (uses)	700,000	700,000	700,000	-
Net change in fund balances	(2,715,005)	(2,715,005)	738,558	3,453,563
Fund balances, budgetary basis - beginning	2,715,005	2,715,005	2,654,154	(60,851)
Fund balances, budgetary basis - ending	\$ -	\$ -	\$ 3,392,712	\$ 3,392,712

Wasco County, Oregon
Schedule of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual - Budgetary Basis
327 General Operating Reserve Fund
For the year ended June 30, 2018
(all amounts are in dollars)

	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final		
Revenues				
Investment Income	\$ 14,000	\$ 14,000	\$ 40,169	\$ 26,169
Expenditures				
Current:				
Administration	3,607,552	3,837,552	128,635	3,708,917
Contingencies	-	-	-	-
Total expenditures	3,607,552	3,837,552	128,635	3,708,917
Excess (deficiency) of revenues over (under) expenditures	(3,593,552)	(3,823,552)	(88,466)	3,735,086
Other Financing Sources (Uses)				
Transfers from other funds	700,000	930,000	825,867	(104,133)
Total other financing sources (uses)	700,000	930,000	825,867	(104,133)
Net change in fund balances	(2,893,552)	(2,893,552)	737,401	3,630,953
Fund balances, budgetary basis - beginning	2,893,552	2,893,552	2,898,195	4,643
Fund balances, budgetary basis - ending	\$ -	\$ -	\$ 3,635,596	\$ 3,635,596

CAPITAL PROJECT FUNDS
NONMAJOR GOVERNMENTAL FUNDS

CAPITAL ACQUISITIONS FUND: This fund accumulates money for future capital improvements. Resources are from interest on investments and transfers in.

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG): This fund accounts for a federal grant to be used for construction of a building on behalf of the Mid-Columbia Center for Living.

Wasco County, Oregon
Combining Balance Sheet
Non-Major Capital Project Funds
June 30, 2018
(all amounts are in dollars)

	Capital Acquisitions Fund	CDBG Grant Fund	Total Capital Project Funds
Assets			
Cash and investments	3,146,128	37,472	3,183,600
Receivables	-	512,213	512,213
Total assets	<u>3,146,128</u>	<u>549,685</u>	<u>3,695,813</u>
Liabilities			
Accounts payable	15,999	530,979	546,978
Fund Balances			
Restricted	-	18,706	18,706
Assigned	3,130,129	-	3,130,129
Total fund balances	<u>3,130,129</u>	<u>18,706</u>	<u>3,148,835</u>
Total liabilities and fund balances	<u>3,146,128</u>	<u>549,685</u>	<u>3,695,813</u>

Wasco County, Oregon
Combining Schedule of Revenues, Expenditures and Changes in Fund Balance
Non-Major Capital Project Funds
For the year ended June 30, 2018
(all amounts are in dollars)

	Capital Acquisitions Funds	CDBG Grant Funds	Total Capital Project Funds
Revenues			
Investment Earnings	\$ 36,245	\$ 731	\$ 36,976
Grants and donations	-	10,067	10,067
Contributions	-	694,773	694,773
Total Revenues	<u>36,245</u>	<u>705,571</u>	<u>741,816</u>
Expenditures			
Current:			
Administration	<u>289,837</u>	<u>769,576</u>	<u>1,059,413</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(253,592)</u>	<u>(64,005)</u>	<u>(317,597)</u>
Other Financing Sources:			
Transfers from other funds	700,000	-	700,000
Net change in fund balances	446,408	(64,005)	382,403
Fund balances - beginning	<u>2,683,721</u>	<u>82,711</u>	<u>2,766,432</u>
Fund balances - ending	<u>\$ 3,130,129</u>	<u>\$ 18,706</u>	<u>\$ 3,148,835</u>

Wasco County, Oregon
Schedule of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual - Budgetary Basis
322 Capital Acquisition Fund
For the year ended June 30, 2018
(all amounts are in dollars)

	Budgeted Amounts			Variance with Final Budget
	Original	Final	Actual Amounts	
Revenues				
Investment income	\$ 15,000	\$ 15,000	\$ 36,245	\$ 21,245
Expenditures				
Current:				
Administration	3,709,600	3,709,600	289,837	3,419,763
Excess (deficiency) of revenues over (under) expenditures	(3,694,600)	(3,694,600)	(253,592)	3,441,008
Other Financing Sources (Uses)				
Transfers from other funds	700,000	700,000	700,000	-
Total other financing sources (uses)	700,000	700,000	700,000	-
Net change in fund balances	(2,994,600)	(2,994,600)	446,408	3,441,008
Fund balances, budgetary basis - beginning	2,994,600	2,994,600	2,683,721	(310,879)
Fund balances, budgetary basis - ending	\$ -	\$ -	\$ 3,130,129	\$ 3,130,129

Wasco County, Oregon
Schedule of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual - Budgetary Basis
330 CDBG Grant Fund
For the year ended June 30, 2018
(all amounts are in dollars)

	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final		
Revenues				
Investment income	\$ 200	\$ 200	\$ 731	\$ 531
Grants	1,807,450	1,807,450	10,067	(1,797,383)
Contributions	1,936,022	1,936,022	694,773	(1,241,249)
Total revenues	<u>3,743,672</u>	<u>3,743,672</u>	<u>705,571</u>	<u>(3,038,101)</u>
Expenditures				
Current:				
Administration	5,365,122	5,365,122	769,576	4,595,546
Contingencies	-	-	-	-
Total expenditures	<u>5,365,122</u>	<u>5,365,122</u>	<u>769,576</u>	<u>4,595,546</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(1,621,450)</u>	<u>(1,621,450)</u>	<u>(64,005)</u>	<u>1,557,445</u>
Other Financing Sources (Uses)				
Loan proceeds	1,500,000	1,500,000	-	(1,500,000)
Total other financing sources (uses)	<u>1,500,000</u>	<u>1,500,000</u>	<u>-</u>	<u>(1,500,000)</u>
Net change in fund balances	(121,450)	(121,450)	(64,005)	57,445
Fund balances, budgetary basis - beginning	121,450	121,450	82,711	(38,739)
Fund balances, budgetary basis - ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 18,706</u>	<u>\$ 18,706</u>

Schedule of Changes In Assets and Liabilities**Agency Funds****For the year ended June 30, 2018**

(all amounts in dollars)

	Beginning Balance	Additions	Deductions	Ending Balance
Assets				
Cash with treasurer	1,205,484	50,053,899	50,029,380	1,230,003
Taxes receivable	1,747,740	26,367,300	26,387,861	1,727,179
Total assets	<u>2,953,224</u>	<u>76,421,199</u>	<u>76,417,241</u>	<u>2,957,182</u>
Liabilities				
Due to other governments	<u>2,953,224</u>	<u>76,421,199</u>	<u>76,417,241</u>	<u>2,957,182</u>
Total liabilities	<u>2,953,224</u>	<u>76,421,199</u>	<u>76,417,241</u>	<u>2,957,182</u>

Schedule of Accountabiliy of Elected Officials
For year ended June 30, 2018

	<u>County Treasurer</u>	<u>County Clerk</u>	<u>County Sheriff</u>	<u>Assessor/Tax Collector</u>
Beginning Balance	29,480,396	200	200	150
Receipts	23,145,679	322,125	5,278,179	757,201
Disbursements	<u>(22,532,216)</u>	<u>(322,125)</u>	<u>(5,278,179)</u>	<u>(757,201)</u>
Ending Balance	<u><u>30,093,859</u></u>	<u><u>200</u></u>	<u><u>200</u></u>	<u><u>150</u></u>

Wasco County, Oregon
Schedule of Expenditure of Federal Awards
For the year ended June 30, 2018
(all amounts are in dollars)

FEDERAL GRANTOR/PASS-THROUGH GRANTOR/PROGRAM TITLE	FEDERAL CFDA NUMBER	PASSED THROUGH ENTITY'S IDENTIFYING NUMBER	PROGRAM OR AWARD AMOUNT RECEIVED	PROGRAM OR AWARD AMOUNT EXPENDED	PASSED THROUGH TO SUBRECIPIENTS
<u>U.S. DEPARTMENT OF AGRICULTURE:</u>					
<i>Direct from U.S. Forest Service:</i>					
Water and Waste Disposal Systems for Rural Communities	10.760				
Passed through Oregon Department of Administrative Services:					
Schools and Roads - Grants to States	10.665	ORS 293.560	725,133	744,139	
TOTAL U.S. DEPARTMENT OF AGRICULTURE			<u>725,133</u>	<u>744,139</u>	
<u>U.S. DEPARTMENT OF DEFENSE:</u>					
<i>Passed through Oregon Department of Administrative Services:</i>					
Flood Control Leases	12.106	ORS 293.570	174	174	
TOTAL U.S. DEPARTMENT OF DEFENSE			<u>174</u>	<u>174</u>	
<u>U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT:</u>					
<i>Passed through Oregon Department of Administrative Services:</i>					
Community Development Block Grants	14.228	C15007	10,067	10,067	
TOTAL U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT			<u>10,067</u>	<u>10,067</u>	
<u>U.S. DEPARTMENT OF THE INTERIOR:</u>					
<i>Passed through Oregon Department of Administrative Services:</i>					
Community Development Block Grants	15.227	ORS 293.575	3,262	3,262	
TOTAL U.S. DEPARTMENT OF THE INTERIOR			<u>3,262</u>	<u>3,262</u>	
<u>U.S. DEPARTMENT OF JUSTICE:</u>					
<i>Direct from Office of Justice Programs:</i>					
Bulletproof Vest Partnership Program	16.607		1,694	1,694	
Passed through Oregon Commission on Children and Families:					
Juvenile Justice and Delinquency Prevention - Allocation to States	16.540	13801	34,250	34,250	
Passed through Oregon Department of Justice:					
Crime Victim Assistance	16.575	DAVAP-00058	80,082	80,082	
TOTAL U.S. DEPARTMENT OF JUSTICE			<u>116,026</u>	<u>116,026</u>	
<u>U.S. DEPARTMENT OF TRANSPORTATION:</u>					
<i>Passed through Oregon Department of Transportation:</i>					
Enhanced Mobility of Seniors and Individuals with Disabilities	20.513	320241	67,625	67,625	
TOTAL U.S. DEPARTMENT OF TRANSPORTATION			<u>67,625</u>	<u>67,625</u>	
<u>U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES:</u>					
<i>Passed through Oregon Commission on Children and Families:</i>					
Substance Abuse and Mental Health Services	93.243	CK#23958	4,000	4,000	
Passed through Oregon Department of Administrative Services:					
Child Support Enforcement	93.563	VP354035	13,138	13,138	
TOTAL U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES			<u>17,138</u>	<u>17,138</u>	
<u>U.S. DEPARTMENT OF HOMELAND SECURITY:</u>					
<i>Passed through Oregon State Police:</i>					
Emergency Management Performance Grants	97.042	18-533	50,699	50,699	
TOTAL U.S. DEPARTMENT OF HOMELAND SECURITY			<u>50,699</u>	<u>50,699</u>	
TOTAL FEDERAL AWARDS			990,124	1,009,130	-

Wasco County, Oregon
Notes to the Schedule of Expenditures of Federal Awards
For the Year Ended June 30, 2018

NOTE 1 – Basis of Presentation

The accompanying Schedule of Expenditures of Federal Awards (SEFA) includes the federal grant activity for Wasco County, Oregon under programs of the federal government for the year ended June 30, 2018. The information in the SEFA is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the SEFA presents only a selected portion of the operations of the County, it is not intended to, and does not, present the financial position or changes in net assets of the County.

NOTE 2 – Summary of Significant Accounting Policies

Expenditures reported in the SEFA are reported on the modified accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

NOTE 3 – Indirect Cost Rate

The County has elected not to use the 10 percent de minimis cost rate allowed under the Uniform Guidance.

NOTE 4 – Subrecipients

No amounts were provided to subrecipients.



PAULY, ROGERS AND CO., P.C.
12700 SW 72nd Ave. ♦ Tigard, OR 97223
(503) 620-2632 ♦ (503) 684-7523 FAX
www.paulyrogersandcopas.com

January 7, 2019

To the Board of Commissioners
Wasco County

**Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based
on an Audit of Financial Statements Performed in Accordance With *Government Auditing Standards***

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States, the financial statements of the governmental activities, the discretely presented component units, each major fund, and the aggregate remaining fund information of Wasco County as of and for the year ended June 30, 2018, and the related notes to the financial statements, which collectively comprise the basic financial statements, and have issued our report thereon dated January 7, 2019.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of internal control. Accordingly, we do not express an opinion on the effectiveness of internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the financial statements will not be prevented, or detected and corrected on a timely basis.

A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

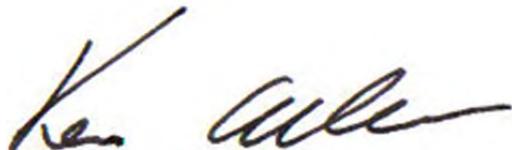
Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the financial statements are free from material misstatement, we performed tests of compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under Government Auditing Standards.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the internal control or on compliance. This report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Kenneth Allen, CPA
PAULY, ROGERS AND CO., P.C.



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www.paulyrogersandco.com

January 7, 2019

To the Board of Commissioners
Wasco County

Independent Auditors' Report on Compliance with Requirements Applicable to Each Major Program and on Internal Control over Compliance by the Uniform Guidance

Report on Compliance for Each Major Federal Program

We have audited Wasco County's compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of the major federal programs for the year ended June 30, 2018. The major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of the major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of compliance.

Opinion on Each Major Federal Program

In our opinion, Wasco County complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2018.

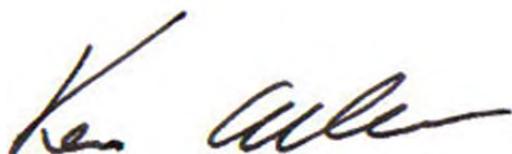
Report on Internal Control Over Compliance

Management is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.



Kenneth Allen, CPA
PAULY, ROGERS AND CO., P.C.

SECTION I – SUMMARY OF AUDITORS’ RESULTS

FINANCIAL STATEMENTS

Type of auditors’ report issued Unmodified

Internal control over financial reporting:

Material weakness(es) identified? yes no

Significant deficiency(s) identified that are not considered to be material weaknesses? yes none reported

Noncompliance material to financial statements noted? yes no

Any GAGAS audit findings disclosed that are required to be reported in accordance with section 515 (d)(2) of the Uniform Guidance? yes no

FEDERAL AWARDS

Internal control over major programs:

Material weakness(es) identified? yes no

Significant deficiency(s) identified that are not considered to be material weaknesses? yes none reported

Type of auditors’ report issued on compliance for major programs: Unmodified

Any audit findings disclosed that are required to be reported in accordance with section 200.516(a) of the Uniform Guidance? yes no

IDENTIFICATION OF MAJOR PROGRAMS

<u>CFDA NUMBER</u>	<u>NAME OF FEDERAL PROGRAM CLUSTER</u>
10.665	Schools and Roads

Dollar threshold used to distinguish between type A and type B programs: \$750,000

Auditee qualified as low-risk auditee? No

SECTION II – FINANCIAL STATEMENT FINDINGS

None

SECTION III – FEDERAL AWARD FINDINGS AND QUESTIONS COSTS:

None

NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

1. BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards includes federal grant activity under programs of the federal government. The information in this schedule is presented in accordance with the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Because the schedule presents only a selected portion of the operations, it is not intended to and does not present the net position, changes in net position, or cash flows of the entity.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the schedule are reported on the modified accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowed or are limited as to reimbursement. Negative amounts shown on the schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years. The entity has elected to use the ten percent de minimus indirect cost rate as allowed under Uniform Guidance when allowed.



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www.paulyrogersandcocpas.com

Independent Auditor's Report Required by Oregon State Regulations

We have audited the basic financial statements of Wasco County as of and for the year ended June 30, 2018, and have issued our report thereon dated January 7, 2019. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and Government Auditing Standards.

Compliance

As part of obtaining reasonable assurance about whether the Wasco County's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grants, including the provisions of Oregon Revised Statutes as specified in Oregon Administrative Rules 162-10-000 through 162-10-320 of the Minimum Standards for Audits of Oregon Municipal Corporations, noncompliance with which could have a direct and material effect on the determination of financial statements amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion.

We performed procedures to the extent we considered necessary to address the required comments and disclosures which included, but were not limited to the following:

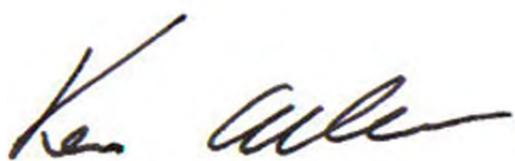
- Deposit of public funds with financial institutions (ORS Chapter 295)
- Indebtedness limitations, restrictions and repayment.
- Budgets legally required (ORS Chapter 294).
- Insurance and fidelity bonds in force or required by law.
- Programs funded from outside sources.
- Highway revenues used for public highways, roads, and streets.
- Authorized investment of surplus funds (ORS Chapter 294).
- Public contracts and purchasing (ORS Chapters 279A, 279B, 279C).

In connection with our testing nothing came to our attention that caused us to believe Wasco County was not in substantial compliance with certain provisions of laws, regulations, contracts, and grants, including the provisions of Oregon Revised Statutes as specified in Oregon Administrative Rules 162-10-000 through 162-10-320 of the Minimum Standards for Audits of Oregon Municipal Corporations.

OAR 162-10-0230 Internal Control

In planning and performing our audit, we considered the internal controls over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the internal controls over financial reporting.

This report is intended solely for the information and use of the Council, Audit Committee, management and the Oregon Secretary of State and is not intended to be and should not be used by anyone other than these parties.

A handwritten signature in black ink, appearing to read "Ken Allen".

Kenneth Allen, CPA
PAULY, ROGERS AND CO., P.C.



AGENDA ITEM

District Meetings

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

[LIBRARY SERVICE DISTRICT BOARD PACKET](#)



AGENDA ITEM

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**Department of Health and Human Services
Substance Abuse and Mental Health Services
Administration**

**Sober Truth on Preventing Underage Drinking Act Grants
(Short Title: STOP Act Grants)**

(Initial Announcement)

Funding Opportunity Announcement (FOA) No. SP-19-003

Catalogue of Federal Domestic Assistance (CFDA) No.: 93.243

Key Dates:

Application Deadline	Applications are due by March 22, 2019.
Intergovernmental Review (E.O. 12372)	Applicants must comply with E.O. 12372 if their state(s) participate(s). Review process recommendations from the State Single Point of Contact (SPOC) are due no later than 60 days after application deadline.
Public Health System Impact Statement (PHSIS)/Single State Agency Coordination	Applicants must send the PHSIS to appropriate state and local health agencies by the administrative deadline. Comments from the Single State Agency are due no later than 60 days after the application deadline.

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EXECUTIVE SUMMARY

The Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Prevention (CSAP), is accepting applications for fiscal year (FY) 2019 Sober Truth on Preventing Underage Drinking Act (STOP Act) grants. The purpose of this program is to prevent and reduce alcohol use among youth and young adults ages 12-20 in communities throughout the United States.

Funding Opportunity Title:	Sober Truth on Preventing Underage Drinking Act Grants (Short Title: STOP Act Grants)
Funding Opportunity Number:	SP-19-003
Due Date for Applications:	March 22, 2019
Anticipated Total Available Funding:	\$1,000,000
Estimated Number of Awards:	20
Estimated Award Amount:	Up to \$50,000 per year
Cost Sharing/Match Required:	No
Anticipated Project Start Date:	6/30/2019
Length of Project Period:	Up to four years
Eligible Applicants:	Domestic public and private nonprofit entities that are current or former Drug-Free Communities Support Program (DFC) recipients. [See <u>Section III-1</u> for complete eligibility information.]

Be sure to check the SAMHSA website periodically for any updates on this program.

All applicants MUST register with NIH's eRA Commons in order to submit an application. This process takes up to six weeks. If you believe you are interested in applying for this opportunity, you MUST start the registration process immediately. Do not wait to start this process.

WARNING: BY THE DEADLINE FOR THIS FOA YOU MUST HAVE SUCCESSFULLY COMPLETED THE FOLLOWING TO SUBMIT AN APPLICATION:

- **The applicant organization MUST be registered in NIH's eRA Commons; AND**
- **The Project Director MUST have an active eRA Commons account (with the PI role) affiliated with the organization in eRA Commons.**

No exceptions will be made.

Applicants also must register with the System for Award Management (SAM) and Grants.gov (see Appendix A for all registration requirements).

I. PROGRAM DESCRIPTION

1. PURPOSE

The Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Prevention (CSAP), is accepting applications for fiscal year (FY) 2019 Sober Truth on Preventing Underage Drinking Act (STOP Act) grants. The goal of this program is to prevent and reduce alcohol use among youth and young adults ages 12-20 in communities throughout the United States.

The activities that are implemented in the project will aim to address community norms regarding alcohol use by youth, reduce opportunities for underage drinking by limiting youth access to alcohol, create changes in underage drinking enforcement efforts, address penalties for underage use, and/or reduce the prevalence of negative consequences associated with underage drinking (e.g., motor vehicle crashes, sexual assaults). In addition, applicants will build on strategic plans that were developed under a DFC grant.

STOP Act grants are authorized under 42 U.S.C. 290bb-25b; Section 519B of the Public Health Service Act, as amended. This announcement addresses Healthy People 2020 Substance Abuse Topic Area HP 2020-SA.

2. EXPECTATIONS

Key Personnel:

Key personnel are staff members who must be part of the project regardless of whether or not they receive a salary or compensation from the project. These staff members must make a substantial contribution to the execution of the project.

The key personnel for this program will be the Project Director and the Project Coordinator. These positions require prior approval by SAMHSA after review of credentials of staff and job descriptions.

Required Activities:

These are the activities that every grant project must implement. STOP Act grant funds must be used primarily to support infrastructure development, including the following types of activities:

Recipients are expected to:

- Enhance intergovernmental cooperation and coordination on the issue of alcohol use among youth.
- Serve as a catalyst for increased citizen participation and greater collaboration among all sectors and organizations of a community to foster a long-term commitment to reducing alcohol use among youth.
- Strengthen collaboration among communities, the federal government, state, local, and tribal governments to reduce alcohol use among youth and young adults.
- Disseminate timely information to communities regarding state-of-the-art practices and initiatives that have proven to be effective in preventing and reducing alcohol use among youth.
- Develop an Action Plan that enhances local community initiatives for preventing and reducing alcohol use among youth. Implement strategies and needed actions identified in the Action Plan.
- Utilize Town Halls to gain feedback from communities on underage drinking issues in the community and utilize this feedback to implement change.
- Work with the Prevention Technology Transfer Centers (PTTC) to ensure best practices are shared between the PTTC and your program to expand the reach of messaging regarding best practice strategies to address underage drinking.

Other Expectations:

If your application is funded, you will be expected to develop a behavioral health disparities impact statement no later than 60 days after your award. (See [Appendix G: Addressing Behavioral Health Disparities](#)).

SAMHSA, working with tribes, the Indian Health Service, and National Indian Health Board developed the first collaborative National Tribal Behavioral Health Agenda (TBHA). Tribal applicants are encouraged to briefly cite the applicable TBHA foundational element(s), priority(ies), and strategies that are addressed by their grant application. The TBHA can be accessed at

<http://nihb.org/docs/12052016/FINAL%20TBHA%2012-4-16.pdf>.

2.1 Data Collection and Performance Measurement

All SAMHSA recipients are required to collect and report certain data so that SAMHSA can meet its obligations under the Government Performance and Results (GPRA) Modernization Act of 2010. You must document your plan for data collection and reporting in Section E: Data Collection and Performance Measurement.

Recipients are required to report performance on measures such as the following:

1. **Past 30-day use** (alcohol only)
2. **Perception of risk or harm** (alcohol only)
3. **Perception of parental disapproval of use** (alcohol only)
4. **Perception of peer disapproval of use** (alcohol only)

This information will be gathered using local surveys determined by the recipient. Data will be collected and reported at least every two years and for at least three grade levels (i.e., 6th through 12th grade) for alcohol use. It is important to note that the size of the data collection must be sufficient to provide an accurate and meaningful statistical representation of the geographic area served by the coalition.

STOP Act grant Project Officers will provide technical assistance related to data collection on these and any other required data elements post award.

The collection of these data enables SAMHSA to report on key outcome measures relating to the grant program. In addition to these outcomes, data collected by recipients will be used to demonstrate how SAMHSA's grant programs are reducing disparities in access, service use, and outcomes nationwide.

Performance data will be reported to the public as part of SAMHSA's Congressional Justification.

2.2 Project Performance Assessment

Recipients must periodically review the performance data they report to SAMHSA (as required above), assess their progress, and use this information to improve the management of their grant project. Recipients are also required to report on their progress addressing the goals and objectives identified in B.1. The assessment should be designed to help you determine whether you are achieving the goals, objectives, and outcomes you intend to achieve and whether adjustments need to be made to your project. Performance assessments should also be used to determine whether your project is having/will have the intended impact on behavioral health disparities. You will be required to submit an annual report on the progress you have achieved, barriers encountered, and efforts to overcome these barriers. Refer to [Section VI.1](#) for any program specific information on the frequency of reporting and any additional requirements.

No more than 10 percent of the total grant award for the budget period may be used for data collection, performance measurement, and performance assessment, e.g., activities required in Sections I-2.1 and 2.2 above.

Note: See [Appendix D](#) and [Appendix E](#) for more information on responding to Sections I-2.1 and 2.2.

II. FEDERAL AWARD INFORMATION

Funding Mechanism:	Grant
Anticipated Total Available Funding:	\$1,000,000
Estimated Number of Awards:	20
Estimated Award Amount:	Up to \$50,000
Length of Project Period:	Up to four years

Proposed budgets cannot exceed \$50,000 in total costs (direct and indirect) in any year of the proposed project. Annual continuation awards will depend on the availability of funds, recipient progress in meeting project goals and objectives, timely submission of required data and reports, and compliance with all terms and conditions of award.

III. ELIGIBILITY INFORMATION

1. ELIGIBLE APPLICANTS

The statutory authority for this program (stated in the STOP Act CFDA: 93.243, Legislative Authority, 42 U.S.C. 290bb–25b, Section 519B of the Public Health Service Act) limits eligibility to domestic public and private nonprofit entities that are current or former Drug-Free Communities Support Program (DFC) recipients. Past STOP Act

recipients are also eligible to apply. **However, recipients who received funding under SP-16-007 are not eligible to apply for funding under this FOA.**

All current and former recipient organizations are required to complete the form in [Appendix M](#) (“Disclosure of Drug-Free Communities Grant”) and submit it in [Attachment 3](#) or the application will be screened out and will not be reviewed. Information submitted in this form will be verified by CSAP staff before awards are made.

2. COST SHARING and MATCHING REQUIREMENTS

Cost sharing/match is not required in this program.

IV. APPLICATION AND SUBMISSION INFORMATION

1. REQUIRED APPLICATION COMPONENTS:

- **Budget Information SF-424** – Fill out all Sections of the SF-424. In **Line #4** (i.e., Applicant Identified), input the Commons Username of the PD/PI. In **Line #17** input the following information: (Proposed Project Date: a. Start Date: 6/30/2019; b. End Date: 6/29/2023).

Budget Information Form – Use **SF-424A**. Fill out all Sections of the SF-424A.

- **Section A – Budget Summary:** Use the first row only (Line 1) to report the total federal funds (e) and non-federal funds (f) requested for the first year of your project only.
- **Section B – Budget Categories:** Use the first column only (Column 1) to report the budget category breakouts (Lines 6a through 6h) and indirect charges (Line 6j) for the total funding requested for the first year of your project only.
- **Section C –** Leave blank if cost sharing/match is not required for this program. Complete if cost sharing/match is required.
- **Section D – Forecasted Cash Needs:** Input the total funds requested, broken down by quarter, only for Year 1 of the project period. Use the first row for federal funds and the second row for non-federal funds.
- **Section E – Budget Estimates of Federal Funds Needed for Balance of the Project:** Input the total funds requested for the out years (e.g., Year 2, Year 3, and Year 4). For example, if you are requesting funds for four years in total, you would input information in columns b, c, and d (i.e., 3 out years).

A sample budget form and justification is included in [Appendix K](#) of this document. **It is highly recommended that you use this sample budget format. This will expedite the review of your application.**

- **Project Narrative and Supporting Documentation** – The Project Narrative describes your project. It consists of Sections A through D. **Sections A-D together may not be longer than 10 pages. (Remember that if your Project Narrative starts on page 5 and ends on page 15, it is 11 pages long, not 10 pages.)** More detailed instructions for completing each section of the Project Narrative are provided in [Section V](#) – Application Review Information.

The Supporting Documentation section provides additional information necessary for the review of your application. This supporting documentation must be attached to your application using the Other Attachments Form if applying with Grants.gov Workspace or Other Narrative Attachments if applying with eRA ASSIST. Additional instructions for completing these sections and page limitations for Biographical Sketches/Position Descriptions are included in [Appendix A: 3.1 Required Application Components](#), and [Appendix F](#), Biographical Sketches and Position Descriptions. Supporting documentation should be submitted in black and white (no color).

- **Budget Justification and Narrative** – The budget justification and narrative must be submitted as a file entitled BNF (Budget Narrative Form) when you submit your application into Grants.gov. (See Appendix A: 3.1 Required Application Components.)
- **Attachments 1 through 6** – Use only the attachments listed below. If your application includes any attachments not required in this document, they will be disregarded. Do not use more than a total of 30 pages for Attachments 2, 3 and 5 combined. There are no page limitations for Attachments 1, 4, and 6. Do not use attachments to extend or replace any of the sections of the Project Narrative. Reviewers will not consider them if you do. Please label the attachments as: Attachment 1, Attachment 2, etc. (Use the Other Attachments Form if applying with Grants.gov Workspace or Other Narrative Attachments if applying with eRA ASSIST.)
 - **Attachment 1:** Data Collection Instruments/Interview Protocols – If you are using standardized data collection instruments/interview protocols, you do not need to include these in your application. Instead, provide a web link to the appropriate instrument/protocol. If the data collection instrument(s) or interview protocol(s) is/are not standardized, you must include a copy in Attachment 2.
 - **Attachment 2:** Sample Consent Forms

- **Attachment 3:** Disclosure of Drug-Free Communities Grant Form included in [Appendix M](#). Applications that do not include this form will be screened out and will not be reviewed.
- **Attachment 4:** Action Plan - for currently funded DFC recipients only – include most recent DFC Action Plan.
- **Attachment 5:** Letter to the SSA (if applicable; see: [Appendix I](#), Intergovernmental Review (E.O. 12372) Requirements).
- **Attachment 6:** Response to [Appendix C](#) - Confidentiality and SAMHSA Participant Protection/Human Subjects Guidelines

2. APPLICATION SUBMISSION REQUIREMENTS

Applications are due by **11:59 PM** (Eastern Time) on **March 22, 2019**.

All applicants MUST register with NIH's eRA Commons in order to submit an application. This process takes up to six weeks. If you believe you are interested in applying for this opportunity, you **MUST start the registration process immediately. Do not wait to start this process.**

WARNING: BY THE DEADLINE FOR THIS FOA YOU MUST HAVE SUCCESSFULLY COMPLETED THE FOLLOWING TO SUBMIT AN APPLICATION:

- The applicant organization **MUST** be registered in NIH's eRA Commons; AND
- The Project Director **MUST** have an active eRA Commons account (with the PI role) affiliated with the organization in eRA Commons.

No exceptions will be made.

Applicants also must register with the System for Award Management (SAM) and Grants.gov (see Appendix A for all registration requirements).

3. FUNDING LIMITATIONS/RESTRICTIONS

The funding restrictions for this project are as follows:

- No more than 10 percent of the total grant award for the budget period may be used for data collection, performance measurement, and performance

assessment, including incentives for participating in the required data collection follow-up.

- No more than 6 percent of the grant may be used for administrative expenses.

Be sure to identify these expenses in your proposed budget.

SAMHSA recipients must also comply with SAMHSA's standard funding restrictions, which are included in [Appendix H, Standard Funding Restrictions](#).

4. INTERGOVERNMENTAL REVIEW (E.O. 12372) REQUIREMENTS

All SAMHSA grant programs are covered under Executive Order (EO) 12372, as implemented through Department of Health and Human Services (DHHS) regulation at 45 CFR Part 100. Under this Order, states may design their own processes for reviewing and commenting on proposed federal assistance under covered programs. See [Appendix I](#) for additional information on these requirements as well as requirements for the Public Health System Impact Statement (PHSIS).

V. APPLICATION REVIEW INFORMATION

1. EVALUATION CRITERIA

The Project Narrative describes what you intend to do with your project and includes the Evaluation Criteria in Sections A-D below. Your application will be reviewed and scored according to the quality of your response to the requirements in Sections A-D.

In developing the Project Narrative section of your application, use these instructions, which have been tailored to this program.

- The Project Narrative (Sections A-D) together may be no longer than **10 pages**.
- You must use the four sections/headings listed below in developing your Project Narrative. **You must indicate the Section letter and number in your response, i.e., type “A-1”, “A-2”, etc., before your response to each question.** You may not combine two or more questions or refer to another section of the Project Narrative in your response, such as indicating that the response for B.2 is in C.1. **Only information included in the appropriate numbered question will be considered by reviewers.** Your application will be scored according to how well you address the requirements for each section of the Project Narrative.
- The number of points after each heading is the maximum number of points a review committee may assign to that section of your Project Narrative. Although

scoring weights are not assigned to individual questions, each question is assessed in deriving the overall Section score.

Section A: Population of Focus and Statement of Need (15 points – approximately 2 pages)

1. Describe the coalition's accomplishments as a DFC recipient. Identify the population(s) of focus and the geographic catchment area where the project will be implemented.
2. Describe the coalition's current initiatives, including its initiatives addressing underage alcohol use prevention. Describe how this project will enhance, not replace, the capacity the coalition has established with its DFC grant and how that enhanced capacity will increase the coalition's effectiveness addressing underage drinking in the community.

Section B: Proposed Implementation Approach (35 points – approximately 5 pages)

1. Describe the goals and measurable objectives (see [Appendix D](#)) of the proposed project and align them with the Statement of Need described in A.2. State the unduplicated number of individuals you propose to serve (annually and over the entire project period) with grant funds.
2. Describe how you will implement the Required Activities as stated in [Section I.2](#).
3. Provide a chart or graph depicting a realistic timeline for the entire four years of the project period showing dates, key activities, and responsible staff. These key activities must include the requirements outlined in [Section I-2: Expectations](#).
[NOTE: The timeline must be part of the Project Narrative. It must not be placed in an attachment.]

Section C: Staff and Organizational Experience (20 points – approximately 2 page)

1. Describe the experience of your organization with similar projects and/or providing services to the population(s) of focus for this FOA. Identify other organization(s) that you will partner with in the proposed project. Describe their experience providing services to the population(s) of focus, and their specific roles and responsibilities for this project. If you are not partnering with any other organization(s), indicate so in your response.
2. Provide a complete list of staff positions for the project, including the Key Personnel (Project Director and the Project Coordinator) and other significant personnel.

Describe the role of each, their level of effort, and qualifications, to include their experience providing services to the population(s) of focus and familiarity with their culture(s) and language(s).

Section D: Data Collection and Performance Measurement (30 points – approximately 1 page)

1. Provide specific information about how you will collect the required data for this program and how such data will be utilized to manage, monitor and enhance the program.

Budget Justification, Existing Resources, Other Support (other federal and non-federal sources)

You must provide a narrative justification of the items included in your proposed budget, as well as a description of existing resources and other support you expect to receive for the proposed project. Other support is defined as funds or resources, whether federal, non-federal or institutional, in direct support of activities through fellowships, gifts, prizes, in-kind contributions, or non-federal means. (This should correspond to Item #18 on your SF-424, Estimated Funding.) Other sources of funds may be used for unallowable costs, e.g., meals, sporting events, entertainment.

An illustration of a budget and narrative justification is included in [Appendix K](#): Sample Budget and Justification. **It is highly recommended that you use this sample budget format.** Your budget must reflect the funding limitations/restrictions specified in [Section IV-3](#). **Specifically identify the items associated with these costs in your budget.**

1. REQUIRED SUPPORTING DOCUMENTATION

Biographical Sketches and Position Descriptions

See [Appendix F](#) for information on completing biographical sketches and job descriptions.

2. REVIEW AND SELECTION PROCESS

SAMHSA applications are peer-reviewed according to the evaluation criteria listed above.

Decisions to fund a grant are based on:

- The strengths and weaknesses of the application as identified by peer reviewers. The results of the peer review are of an advisory nature. The program office and approving official make the final determination for funding;

- When the individual award is over \$250,000, approval by the CSAP National Advisory Council;
- Availability of funds;
- Equitable distribution of awards in terms of geography (including urban, rural and remote settings) and balance among populations of focus and program size;
- Submission of any required documentation that must be submitted prior to making an award; and
- In accordance with 45 CFR 75.212, SAMHSA reserves the right not to make an award to an entity if that entity does not meet the minimum qualification standards as described in section 75.205(a)(2). If SAMHSA chooses not to award a fundable application, SAMHSA must report that determination to the designated integrity and performance system accessible through the System for Award Management (SAM) [currently the Federal Awardee Performance and Integrity Information System (FAPIIS)].

VI. FEDERAL AWARD ADMINISTRATION INFORMATION

1. REPORTING REQUIREMENTS

Program Specific:

Recipients must comply with the data reporting requirements listed in Section I-2.1 and Section I-2.2.

Progress Reports – recipients will be expected to submit an annual report.

Grants Management:

Successful applicants must also comply with the following standard grants management reporting and schedules at <https://www.samhsa.gov/grants/grants-management/reporting-requirements>, unless otherwise noted in the FOA or Notice of Award.

2. FEDERAL AWARD NOTICES

You will receive an email from SAMHSA, via NIH's eRA Commons, that will describe the process for how you can view the general results of the review of your application, including the score that your application received.

If the application is approved for funding, a Notice of Award (NoA) will be emailed to the following: 1) the Business Official's (BO) email address identified on the HHS Checklist form submitted with the application; and 2) the email associated with the Commons account for the Project Director. Hard copies of the NoA will no longer be mailed via postal service. The NoA is the sole obligating document that allows you to receive federal funding for work on the grant project. Information about what is included in the NoA can be found at: <https://www.samhsa.gov/grants/grants-management/notice-award-noa>.

If the application is not funded, you will receive a notification from SAMHSA, via NIH's eRA Commons.

VII. AGENCY CONTACTS

For questions about program issues contact:

DFC FOA Helpline Team
Division of Community Programs
(240) 276-1270
dfcnew@samhsa.hhs.gov

For questions on grants management and budget issues contact:

Odessa Crocker
Office of Financial Resources, Division of Grants Management
Substance Abuse and Mental Health Services Administration
(240) 276-1400
DGMSSAMHSA@samhsa.hhs.gov

Appendix A – Application and Submission Requirements

WARNING: If your organization is not registered and you do not have an active eRA Commons PD/PI account by the deadline, the application will NOT be accepted. No exceptions will be made.

All applicants must register with NIH's eRA Commons in order to submit an application. This process takes up to six weeks. If you believe you are interested in applying for this opportunity, you MUST start the registration process immediately. Do not wait to start this process.

Applicants also must register with the System for Award Management (SAM) and Grants.gov (see below for all registration requirements).

1. GET REGISTERED

You are required to complete **four (4) registration processes:**

1. Dun & Bradstreet Data Universal Numbering System (to obtain a DUNS number);
2. System for Award Management (SAM);
3. Grants.gov; and
4. eRA Commons.

If this is your first time submitting an application, you must complete all four registration processes. If you have already completed registrations for DUNS, SAM, and Grants.gov, you need to ensure that your accounts are still active, and then register in **eRA Commons**. If you have not registered in Grants.gov, the registration for Grants.gov and eRA Commons can be done concurrently. You must register in eRA Commons and receive a Commons Username in order to have access to electronic submission, receive notifications on the status of your application, and retrieve grant information. **If your organization is not registered and does not have an active eRA Commons PI account by the deadline, the application will not be accepted.**

The organization must maintain an active and up-to-date SAM and DUNS registrations in order for SAMHSA to make an award. If your organization is not compliant when SAMHSA is ready to make an award, SAMHSA may determine that your organization is not qualified to receive an award and use that determination as the basis for making an award to another applicant.

1.1 Dun & Bradstreet Data Universal Numbering System (DUNS) Registration

SAMHSA applicants are required to obtain a valid DUNS Number, also known as the Unique Entity Identifier, and provide that number in the application. Obtaining a DUNS number is easy and there is no charge.

To obtain a DUNS number, access the Dun and Bradstreet website at: <http://www.dnb.com> or call 1-866-705-5711. To expedite the process, let Dun and Bradstreet know that you are a public/private nonprofit organization getting ready to submit a federal grant application. **The DUNS number you use on your application must be registered and active in the System for Award Management (SAM).**

1.2 System for Award Management (SAM) Registration

You must also register with the System for Award Management (SAM) and continue to maintain active SAM registration with current information during the period of time your organization has an active federal award or an application under consideration by an agency (unless you are an individual or federal agency that is exempted from those requirements under 2 CFR § 25.110(b) or (c), has an exception approved by the agency under 2 CFR § 25.110(d)). To create a SAM user account, Register/Update your account, and/or Search Records, go to <https://www.sam.gov>.

It is also highly recommended that you renew your account prior to the expiration date. **SAM information must be active and up-to-date, and should be updated at least every 12 months to remain active (for both recipients and sub-recipients).** Once you update your record in SAM, it will take 48 to 72 hours to complete the validation processes. Grants.gov rejects electronic submissions from applicants with expired registrations.

If your SAM account expires, the renewal process requires the same validation with IRS and DoD (Cage Code) as a new account requires. The renewal process can take up to one month.

1.3 Grants.gov Registration

[Grants.gov](#) is an online portal for submitting federal grant applications. It requires a one-time registration in order to submit applications. While Grants.gov registration is a one-time only registration process, it consists of multiple sub-registration processes (i.e., DUNS number and SAM registrations) before you can submit your application. [Note: eRA Commons registration is separate].

You can register to obtain a Grants.gov username and password at <http://www.grants.gov/web/grants/register.html>.

If you have already completed Grants.gov registration and ensured your **Grants.gov and SAM accounts are up-to-date and/or renewed**, please skip this section and focus on the eRA Commons registration steps noted below. If this is your first time submitting an application through Grants.gov, registration information can be found at the Grants.gov “[Applicants](#)” tab.

The person submitting your application must be properly registered with Grants.gov as the Authorized Organization Representative (AOR) for the specific DUNS number cited on the SF-424 (first page). See the Organization Registration User Guide for details at the following Grants.gov link: <http://www.grants.gov/web/grants/applicants/organization-registration.html>.

1.4 eRA Commons Registration

eRA Commons is an online interface managed by NIH that allows applicants, recipients, and federal staff to securely share, manage, and process grant-related information. Organizations applying for SAMHSA funding must register in eRA Commons. This is a one-time registration, separate from Grants.gov registration. In addition to the organization registration, Business Officials and Program Directors listed as key personnel on SAMHSA applications must have an account in eRA Commons and receive a Commons ID in order to have access to electronic submission and retrieval of application/grant information. It is strongly recommended that you start the eRA Commons registration process **at least six (6) weeks** prior to the application due date. **If your organization is not registered and does not have an active eRA Commons PI account by the deadline, the application will not be accepted.**

For organizations registering with eRA Commons for the first time, either the Authorized Organization Representative (AOR) from the SF-424 or the Business Official (BO) from the HHS Checklist must complete the online [Institution Registration Form](#). Instructions on how to complete the online Institution Registration Form is provided on the eRA Commons Online Registration Page.

[Note: You must have a valid and verifiable DUNS number to complete the eRA Commons registration.]

After the organization's representative (AOR or BO) completes the online Institution Registration Form and clicks Submit, the eRA Commons will send an e-mail notification from era-notify@mail.nih.gov with the link to confirm the email address. Once the e-mail address is verified, the registration request will be reviewed and confirmed via email. If your request is denied, the representative will receive an email detailing the reason for the denial. If the request is approved, the representative will receive an email with a Commons User ID for the Signing Official account ('SO' role). The representative will receive a separate email pertaining to this SO account containing its temporary password used for first-time log in. The representative will need to log into Commons with the temporary password, at which time the system will provide prompts to change the temporary password to one of their choosing. Once the designated contact Signing Official (SO) signs the registration request, the organization will be active in Commons. The Signing Official can then create additional accounts for the organization as needed. Organizations can have multiple user accounts with the SO role, and any user with the SO role will be able to create and maintain additional accounts for the organization's

staff, including accounts for those designated as Program Directors (PI role) and other Business Officials (SO role).

Important: The eRA Commons requires organizations to identify at least one SO, who can be either the AOR from the SF-424 or the BO from the HHS Checklist, and at least one Program Director/Principal Investigator (PD/PI) account in order to submit an application. The primary SO must create the account for the PD/PI listed as the PD/PI role on the HHS Checklist assigning that person the ‘PI’ role in Commons. Note that you must enter the PD/PI’s Commons Username into the ‘Applicant Identifier’ field of the SF-424 document.

You can find additional information about the eRA Commons registration process at https://era.nih.gov/reg_accounts/register_commons.cfm.

2. APPLICATION COMPONENTS

You must complete your application using eRA ASSIST, Grants.gov Workspace or another system to system (S2S) provider. You will also need to go to the SAMHSA website to download the required documents you will need to apply for a SAMHSA grant or cooperative agreement.

2.1 Additional Documents for Submission (SAMHSA Website)

You will find additional materials you will need to complete your application on the SAMHSA website at <http://www.samhsa.gov/grants/applying/forms-resources>.

For a **full list of required application components**, refer to [Section II-3.1, Required Application Components](#).

3. WRITE AND COMPLETE APPLICATION

After downloading and retrieving the required application components and completing the registration processes, it is time to write and complete your application. All files uploaded with the Grants.gov application **MUST** be in **Adobe PDF** file format.

Directions for creating PDF files can be found on the Grants.gov website. Please see [Appendix B](#) for all application formatting and validation requirements. **Applications that do not comply with these requirements will be screened out and will not be reviewed.**

SAMHSA strongly encourages you to sign up for Grants.gov email notifications regarding this FOA. If the FOA is cancelled or modified, individuals who sign up with Grants.gov for updates will be automatically notified.

3.1 Required Application Components

Standard Application Components

Applications must include the following required application components listed in the table below. This table consists of a full list of standard application components, a description of each required component, and its source for application submission.

#	Standard Application Components	Description	Source
1	SF-424 (Application for Federal Assistance) Form	This form must be completed by applicants for all SAMHSA grants and cooperative agreements.	ASSIST, Workspace, or other S2S provider
2	SF-424 A (Budget Information – Non-Construction Programs) Form	Use SF-424A. Fill out Sections A, B, D and E of the SF-424A. Section C should only be completed if applicable. It is highly recommended that you use the sample budget format in the FOA.	ASSIST, Workspace, or other S2S provider
3	HHS Checklist Form	The HHS Checklist ensures that you have obtained the proper signatures, assurances, and certifications. You are not required to complete the entire form, but please include the top portion of the form (Type of Application) indicating if this is a new, noncompeting continuation, competing continuation, or supplemental application; the Business Official and Program Director/Project Director/Principal Investigator contact information (Part C); and your organization's nonprofit status (Part D, if applicable). All SAMHSA Notices of Award (NoAs) will be emailed by SAMHSA via NIH's eRA Commons to the Project Director/Principal Investigator (PD/PI), and Signing Official/Business Official (SO/BO).	ASSIST, Workspace, or other S2S provider
4	Project/Performance Site Location(s) Form	The purpose of this form is to collect location information on the site(s) where work funded under this grant announcement will be performed.	ASSIST, Workspace, or other S2S provider
5	Project Abstract Summary	Your total abstract must not be longer than 35 lines. It should include the project name, population(s) to be served (demographics and clinical characteristics), strategies/interventions, project goals and measurable objectives, including the number of people to be served annually and throughout the lifetime of the project, etc. In the first five lines or less of your abstract, write a summary of your project that can be used, if your project is funded, in publications, reports to Congress,	ASSIST, Workspace, or other S2S provider

#	Standard Application Components	Description	Source
		or press releases.	
6	Project Narrative Attachment	The Project Narrative describes your project. The application must address how your organization will implement and meet the goals and objectives of the program. You must attach the Project Narrative file (Adobe PDF format only) inside the Project Narrative Attachment Form.	ASSIST, Workspace, or other S2S provider
7	Budget Justification and Narrative Attachment	You must include a detailed Budget Narrative in addition to the Budget Form SF-424A. In preparing the budget, adhere to any existing federal grantor agency guidelines which prescribe how and whether budgeted amounts should be separately shown for different functions or activities within the program. The budget justification and narrative must be submitted as file BNF when you submit your application into Grants.gov	ASSIST, Workspace, or other S2S provider
8	SF-424 B (Assurances for Non-Construction) Form	You must read the list of assurances provided on the SAMHSA website and check the box marked 'I Agree' before signing the first page (SF-424) of the application.	SAMHSA Website
9	Disclosure of Lobbying Activities (SF-LLL) Form	Federal law prohibits the use of appropriated funds for publicity or propaganda purposes or for the preparation, distribution, or use of the information designed to support or defeat legislation pending before Congress or state legislatures. You must sign and submit this form, if applicable.	ASSIST, Workspace, or other S2S provider
10	Other Attachments Form	Refer to the Supporting Documents below. Use the Other Attachments Form to attach all required additional/supporting documents listed in the table below.	ASSIST, Workspace, or other S2S provider

Supporting Documents

In addition to the Standard Application Components listed above, the following supporting documents are necessary for the review of your application. Supporting documents must be attached to your application. **For each of the following application components, attach each document (Adobe PDF format only) using the Other Attachments Form in ASSIST, Workspace, or other S2S provider.**

#	Supporting Documents	Description	Source
1	HHS 690 Form	Every grant applicant must have a completed HHS 690 form (PDF 291 KB) on file with the Department of Health and Human Services.	SAMHSA Website
2	Biographical Sketches and Job Descriptions	See Appendix F of this document for additional instructions for completing these sections.	Appendix F of this document.
3	Confidentiality and SAMHSA Participant Protection/Human Subjects	See the FOA or requirements related to confidentiality, participant protection, and the protection of human subject's regulations.	FOA: See Appendix C
4	Additional Documents in the FOA	The FOA will indicate the attachments you need to include in your application.	FOA: Section IV-1.

4. SUBMIT APPLICATION

4.1 Electronic Submission (eRA ASSIST, Grants.gov Workspace, or other S2S provider)

After completing all required registration and application requirements, SAMHSA requires applicants to **electronically submit** using eRA ASSIST, Grants.gov Workspace or another system to system (S2S) provider. Information on each of these options is below:

- 1) **ASSIST** – The Application Submission System and Interface for Submission Tracking (ASSIST) is an NIH sponsored online interface used to prepare applications using the SF424 form set, submit electronically through Grants.gov to SAMHSA and other participating agencies, and track grant applications. [Note: ASSIST requires an eRA Commons ID to access the system.]
- 2) **Grants.gov Workspace** – You can use the shared, online environment of the Grants.gov Workspace to collaboratively work on different forms within the application.

The specific actions you need to take to submit your application will vary by submission method as listed above. The steps to submit your application are as follows:

To submit to Grants.gov using ASSIST: [eRA Modules, User Guides, and Documentation | Electronic Research Administration \(eRA\)](#)

To submit to Grants.gov using the Grants.gov Workspace:

<http://www.grants.gov/web/grants/applicants/workspace-overview.html>

Regardless of the option you use, your application will be subject to the same registration requirements, completed with the same data items, routed through Grants.gov, validated against the same agency business rules, assembled in a consistent format for review consideration, and tracked in eRA Commons. All applications that are successfully submitted must be validated by Grants.gov before proceeding to the NIH eRA Commons system and validations.

On-time submission requires that electronic applications be error-free and made available to SAMHSA for processing from the NIH eRA system on or before the application due date and time. Applications must be submitted to and validated successfully by Grants.gov and eRA Commons no later than **11:59 PM** Eastern Time on the application due date.

You are strongly encouraged to allocate additional time prior to the submission deadline to submit your application and to correct errors identified in the validation process. You are also encouraged to check the status of your application submission to determine if the application is complete and error-free.

If you encounter problems when submitting your application in Grants.gov, you must attempt to resolve them by contacting the Grants.gov Service Desk at the following:

- By e-mail: support@grants.gov
- By phone: (toll-free) 1-800-518-4726 (1-800-518-GRANTS). The Grants.gov Contact Center is available 24 hours a day, 7 days a week, excluding federal holidays.

Make sure you receive a case/ticket/reference number that documents the issues/problems with Grants.gov.

Additional support is also available from the NIH eRA Service desk at:

- By e-mail: <http://grants.nih.gov/support/index.html>
- By phone: 301-402-7469 or (toll-free) 1-866-504-9552. The NIH eRA Service desk is available Monday – Friday, 7 a.m. to 8 p.m. Eastern Time, excluding federal holidays.

If you experience problems accessing or using ASSIST (see below), you can:

- Access the ASSIST Online Help Site at: <https://era.nih.gov/erahelp/assist/>
- Or contact the NIH eRA Service Desk

SAMHSA highly recommends that you submit your application 24-72 hours before the submission deadline. Many submission issues can be fixed within that time and you can attempt to re-submit.

4.2 Waiver of Electronic Submission

SAMHSA will not accept paper applications except under very special circumstances. If you need special consideration, SAMHSA must approve the waiver of this requirement in advance.

If you do not have the technology to apply online, or your physical location has no Internet connection, you may request a waiver of electronic submission. You must send a written request to the Division of Grant Review at least 15 calendar days before the application's due date.

Direct any questions regarding the submission waiver process to the Division of Grant Review at 240-276-1199.

5. AFTER SUBMISSION

5.1 System Validations and Tracking

After you complete and comply with all registration and application requirements and submit your application, the application will be validated by Grants.gov. You will receive a notification that your application is being processed. You will receive two additional e-mails from Grants.gov within the next 24-48 hours (one notification email will confirm receipt of the application in Grants.gov, and the other notification email will indicate that the application was either successfully validated by the Grants.gov system or rejected due to errors). It is important that you retain this Grants.gov tracking number. **Receipt of the Grants.gov tracking number is the only indication that Grants.gov has successfully received and validated your application.** If you do not receive a Grants.gov tracking number, you may want to contact the Grants.gov help desk for assistance (see resources for assistance in [4.1](#)).

If Grants.gov identifies any errors and rejects your application with a “Rejected with Errors” status, you must address all errors and submit again. If no problem is found, Grants.gov will allow the eRA system to retrieve the application and check it against its own agency business rules (eRA Commons Validations). If you use ASSIST to complete your application, you are able to validate your application and fix errors before submission.

After you successfully submit your application through Grants.gov, your application will go through eRA Commons validations. You must check your application status in eRA Commons. You must have an eRA Commons ID in order to have access to electronic submission and retrieval of application/grant information.

If no errors are found, the application will be assembled in the eRA Commons. At this point, you can view your application in eRA commons. It will then be forwarded to SAMHSA as the receiving institution for further review. If errors are found, you will receive a System Error and/or Warning notification regarding the problems found in the application. You must take action to make the required corrections, and re-submit the application through Grants.gov before the application due date and time.

You are responsible for viewing and tracking your applications in the eRA Commons after submission through Grants.gov to ensure accurate and successful submission. Once you are able to access your application in the eRA Commons, be sure to review it carefully as this is what reviewers will see.

5.2 eRA Commons: Warning vs. Error Notifications

You may receive a System Warning and/or Error notification after submitting an application. Take note that there is a distinction between System Errors and System Warnings.

Warnings – If you receive a Warning notification after the application is submitted, you are not required to resubmit the application. The reason for the Warning will be identified in the notification. It is at your discretion to choose to resubmit, but if the application was successfully received, it does not require any additional action.

Errors – If you receive an Error notification after the applications is submitted, you must correct and resubmit the application. The word Error is used to characterize any condition which causes the application to be deemed unacceptable for further consideration.

5.3 System or Technical Issues

If you encounter a system error that prevents you from completing the application submission process on time, the BO from your organization will receive an email notification from eRA Commons. SAMHSA highly recommends contacting the eRA Service Desk and submitting a web ticket to document your good faith attempt to submit your application, and determining next steps. See [4.1](#) for more information on contacting the eRA Service Desk.

5.4 Resubmitting a Changed/Corrected Application

If SAMHSA does not receive your application by the application due date as a result of a failure in the SAM, Grants.gov, or NIH's eRA Commons systems, you must contact the Division of Grant Review within **one business day after the official due date at: dgr.applications@samhsa.hhs.gov** and provide the following:

- A case number or email from SAM, Grants.gov, and/or NIH's eRA system that allows SAMHSA to obtain documentation from the respective entity for the cause of the error.

SAMHSA will consider the documentation to determine **if** you followed Grants.gov and NIH's eRA requirements and instructions, met the deadlines for processing paperwork within the recommended time limits, met FOA requirements for submission of electronic applications, and made no errors that caused submission through Grants.gov or NIH's eRA to fail. No exceptions for submission are allowed when user error is involved. Please note that system errors are extremely rare.

[Note: When resubmitting an application, please ensure that the **Project Title is identical to the Project Title in the originally submitted application** (i.e., no extra spacing) as the Project Title is a free-text form field.]

Appendix B - Formatting Requirements and System Validation

1. SAMHSA FORMATTING REQUIREMENTS

SAMHSA's goal is to review all applications submitted for grant funding. However, this goal must be balanced against SAMHSA's obligation to ensure equitable treatment of applications. For this reason, SAMHSA has established certain formatting requirements for its applications. See below for a list of formatting requirements required by SAMHSA:

- Text must be legible. Pages must be typed in black, single-spaced, using a font of Times New Roman 12, with all margins (left, right, top, bottom) at least one inch each. You may use Times New Roman 10 only for charts or tables.
- You must submit your application and all attached documents in Adobe PDF format or your application will not be forwarded to eRA Commons and will not be reviewed.
- To ensure equity among applications, page limits for the Project Narrative cannot be exceeded.
- Black print should be used throughout your application, including charts and graphs (no color).
- The page limits for Attachments stated in the FOA: Section IV-1 should not be exceeded.

If you are submitting more than one application under the same announcement number, you must ensure that the Project Title in Field 15 of the SF-424 is unique for each submission.

2. GRANTS.GOV FORMATTING AND VALIDATION REQUIREMENTS

- Grants.gov allows the following list of UTF-8 characters when naming your attachments: A-Z, a-z, 0-9, underscore, hyphen, space, and period. Other UTF-8 characters should not be used as they will not be accepted by NIH's eRA Commons, as indicated in item #10 in the table below.
- Scanned images must be scanned at 150-200 dpi/ppi resolution and saved as a PDF file. Using a higher resolution setting or different file type will result in a larger file size, which could result in rejection of your application.

- Any files uploaded or attached to the Grants.gov application must be PDF file format and must contain a valid file format extension in the filename. In addition, the use of compressed file formats such as ZIP, RAR or Adobe Portfolio will not be accepted.

3. eRA COMMONS FORMATTING AND VALIDATION REQUIREMENTS

The following table is a list of formatting requirements and system validations required by eRA Commons and will result in errors if not met. The application must be 'error free' to be processed through the eRA Commons. There may be additional validations which will result in Warnings but these will not prevent the application from processing through the submission process.

If you do not adhere to these requirements, you will receive an email notification from era-notify@mail.nih.gov to take action and adhere to the requirements so that your application can be processed successfully. It is highly recommended that you submit your application 24-72 hours before the submission deadline to allow for sufficient time to correct errors and resubmit the application. If you experience any system validation or technical issues after hours on the application due date, contact the eRA Service Desk and submit a Web ticket to document your good-faith attempt to submit your application.

#	eRA Validations	Action if the Validation is not met
1	Applicant Identifier: The Commons Username provided in the PD/PI Credential field for the PD/PI must be valid and affiliated with the organization (matching on the Org Primary DUNS).	<p>If the PD/PI Credentials are not provided, the applicant will receive the following error message from eRA Commons:</p> <p>"The Commons Username must be provided in the Applicant Identifier field for the PD/PI."</p> <p>If the Username provided is not a valid Commons account, the applicant will receive the following error message from eRA Commons:</p> <p>"The Commons Username provided in the Applicant Identifier is not a recognized Commons account."</p> <p>If the Username is not affiliated with the organization submitting the application and have the PI role, the applicant will receive the following error message from eRA Commons:</p> <p>"The Commons account provided in the Applicant Identifier field for the PD/PI is either not affiliated with the applicant organization or does not hold the PI role. Check with your Commons Account Administrator to make sure your account affiliation and roles are</p>

#	eRA Validations	Action if the Validation is not met
		set-up correctly."
2	DUNS numbers: The DUNS number provided on any forms must have valid characters (9 or 13 numbers with or without dashes).	If the DUNS number provided has invalid characters (other than 9 or 13 numbers) after stripping of dashes, the applicant will receive the following error message from eRA Commons: "The DUNs number for <insert form name > is not in the valid format of DUNS or DUNS+4 number (DUNS should be 9 or 13 digits; no letters or special characters)."
3	Submit required documentation for the FOA.	If you do not submit the documentation (forms) required for the FOA, the applicant will receive the following error message from eRA Commons: "The format of the application does not match the format of the FOA. Please contact the eRA Service Desk for assistance."
4	Check the "Changed/Corrected Application" box in the SF424 form after making changes/corrections to resubmit an application. Refer to <u>Section II-5.4</u> for more information on resubmission criteria.	If you change or correct an error in your application, but do not select "Changed/Corrected", any subsequent submissions for the same FOA will result in an error, and the applicant will receive the following error message from eRA Commons: "This application has been identified as a duplicate of a previous submission. The 'Type of Submission' should be set to Changed/Corrected if you are addressing errors/warnings."
5	Applications cannot be larger than 1.2GB	If the application exceeds 1.2GB, the applicant will receive the following error message from eRA Commons: "The application did not follow the agency-specific size limit of 1.2 GB. Please resize the application to be no larger than 1.2GB before submitting."
6	The Funding Opportunity Announcement (FOA) number must exist.	If you enter an FOA number that does not exist, the applicant will receive the following error message from eRA Commons: "The Funding Opportunity Announcement number does not exist."
7	All documents and attachments must be in PDF format.	If you submit attachments which are not in PDF format, the applicant will receive the following error message from eRA Commons: "The <attachment> attachment is not in PDF format. All attachments must be provided to the agency in PDF format with a .pdf extension. Help with PDF attachments can be found at

#	eRA Validations	Action if the Validation is not met
		http://grants.nih.gov/grants/ElectronicReceipt/pdf_guidelines.htm . "
8	All attachments should comply with the following formatting requirement: <ul style="list-style-type: none"> o PDF attachments cannot be empty (0 bytes). 	If you submit attachments which do not comply with the stated formatting requirement, the applicant will receive the following error message from eRA Commons: "The {attachment} attachment was empty. PDF attachments cannot be empty, password protected or encrypted. Please submit a changed/corrected application with the correct PDF attachment. Help with PDF attachments can be found at http://grants.nih.gov/grants/ElectronicReceipt/pdf_guidelines.htm . "
9	All attachments should comply with the following formatting requirement: <ul style="list-style-type: none"> o PDF attachments cannot have Meta data missing, cannot be encrypted, password protected or secured documents. 	If you submit attachments which do not comply with the stated formatting requirement, the applicant will receive the following error message from eRA Commons: "The <attachment> attachment contained formatting or features not currently supported by NIH: <condition returned>. Help with PDF attachments can be found at http://grants.nih.gov/grants/ElectronicReceipt/pdf_guidelines.htm . "
10	All attachments should comply with the following formatting requirement: <ul style="list-style-type: none"> o Size of PDF attachments cannot be larger than 8.5 x 11 inches (horizontally or vertically). [Note: It is recommended that you limit the size of attachments to 35 MB.] 	If you submit attachments that do not comply with the stated formatting requirement, the applicant will receive the following error message from eRA Commons: "Filename <file> cannot be larger than U.S. standard letter paper size of 8.5 x 11 inches. See the PDF guidelines at http://grants.nih.gov/grants/ElectronicReceipt/pdf_guidelines.htm for additional information."
11	All attachments should comply with the following formatting requirement: <ul style="list-style-type: none"> o PDF attachments should have a valid file name. Valid file names must include the following UTF-8 characters: A-Z, a-z, 0-9, underscore (_), hyphen (-), space, or period. No special characters (including brackets) can be part of the filename. 	If you submit attachments which do not comply with the stated formatting requirement, the applicant will receive the following error message from eRA Commons: "The <attachment> attachment filename is invalid. Valid filenames may only include the following characters: A-Z, a-z, 0-9, underscore (_), hyphen (-), space, or period. No special characters (including brackets) can be part of the filename."

#	eRA Validations	Action if the Validation is not met
	space, period.	
12	The contact person's email in the SF-424 Section F, must contain a '@', with at least 1 and at most 64 chars preceding and following the '@'. Control characters (ASCII 0 through 31 and 127), spaces and special chars < > () [] \, ; : are not valid.	If the contact person's email address does not comply with the stated formatting requirement, the applicant will receive the following error message from eRA Commons: "The submitted e-mail address for the person to be contacted {email address}, is invalid. Must contain a '@', with at least 1 and at most 64 chars preceding and following the '@'. Control characters (ASCII 0 through 31 and 127), spaces and special chars < > () [] \, ; : are not valid."
13	Congressional district code of applicant (after truncating) must be valid. [Note: Applies to form SF-424, items 16a and 16b]	If the Congressional district code of the applicant is not valid, the applicant will receive the following error message from eRA Commons: "Congressional district <Congressional District> is invalid. To locate your district, visit http://www.house.gov/ "
14	Authorized Representative email must contain a '@', with at least 1 and at most 60chars preceding and following the '@'. Control characters (ASCII 0 through 31 and 127), spaces and special chars < > () [] \, ; : are not valid.	If the Authorized Representative email address does not comply with the stated formatting requirement, the applicant will receive the following error message from eRA Commons: "Must contain a '@', with at least 1 and at most 64 chars preceding and following the '@'. Control characters (ASCII 0 through 31 and 127), spaces and special chars < > () [] \, ; : are not valid. The Person to be contacted email address also provided on the SF 424 will be used instead."
15	Budget Validations	If the budget form fields below do not comply with the form guidelines, the applicant will receive the following error message from eRA Commons:
16	SF424-A: Section A – Budget Summary There are total fields at the end of rows or at the bottom of columns that must equal the sum of the elements for that row or column	Ensure that the sum of Grant Program Function or Activity (a) elements entered equals the total amounts in the Total field

#	eRA Validations	Action if the Validation is not met
17	SF424-A: Section B – Budget Categories The TOTALS Total in Column 5 - Row k does not equal to SECTION A – Budget Summary: 5.Totals Total (g).	Ensure that the TOTALS Total (row k, column 5) equals the Budget Summary Totals in section A, row 5 column g.
18	SF424-A: Section D – Forecasted Cash Needs The Federal amount for the 1st Year sum does not equal to Section A Total for 1st Year Federal Totals The Non-Federal Total for 1st Year sum does not equal to Estimated Unobligated Funds Non-Federal Totals (d-5) + New or Revised Budget Non-Federal Totals (f-5) The Total for 1st Year TOTAL in Section D does not equal to the Totals Total (Column 5, Row G) in Section A	Ensure that the Federal Total for 1st year, in Section D- Forecasted Needs equals the Section A, New or Revised Budget Federal Totals (e-5) amount. Ensure that the Non-Federal Total for 1st year equals the sum of Estimated Unobligated Funds Non-Federal Totals (d-5) and New or Revised Budget Non-Federal Totals (f-5) on Section A. Ensure that the Forecasted Cash Needs: 15. TOTAL equals to SECTION A – Budget Summary: 5.Totals Total (g).
19	SF424-A: Section E – Budget Estimates Of Federal Funds Needed For Balance of The project The number of budget years/periods does not match the span of the project	Ensure that the project period years on the SF 424 block 17 matches the provided budget periods in the SF 424 A. Enter data for the first budget period in Section D and enter future budget periods in Section E. Please refer to agency guidance if applicable.

Appendix C – Confidentiality and SAMHSA Participant Protection/Human Subjects Guidelines

Confidentiality and Participant Protection:

It is important to have safeguards protecting individuals from risks associated with their participation in SAMHSA projects. **All applicants (including those who plan to obtain Institutional Review Board (IRB) approval) must address the elements below.** If some elements are not applicable to the proposed project, explain why the element(s) is not applicable. In addition to addressing these elements, you will need to determine if the section below titled “Protection of Human Subjects Regulations” applies to your project. If so, you must submit the required documentation as described below. There are no page limits for this section.

1. Protect Clients and Staff from Potential Risks

- Identify and describe the foreseeable physical, medical, psychological, social and legal risks or potential adverse effects **participants** may be exposed to as a result of the project.
- Identify and describe the foreseeable physical, medical, psychological, social and legal risks or potential adverse effects **staff** may be exposed to as a result, of the project.
- Describe the procedures you will follow to minimize or protect participants and staff against potential risks, including risks to confidentiality.
- Identify your plan to provide guidance and assistance in the event there are adverse effects to participants and staff.

2. Fair Selection of Participants

- Explain how you will recruit and select participants.
- Identify any individuals in the geographic catchment area where services will be delivered who will be excluded from participating in the project and explain the reasons for this exclusion.

3. Absence of Coercion

- If you plan to compensate participants, state how participants will be awarded incentives (e.g., gift cards, bus passes, gifts, etc.) If you have included funding for incentives in your budget, you **must** address this item. (A recipient or treatment or prevention provider may provide up to \$30 non-cash incentive to

individuals to participate in required data collection follow up. This amount may be paid for participation in each required follow up interview.)

- Provide justification that the use of incentives is appropriate, judicious and conservative and that incentives do not provide an “undue inducement” that removes the voluntary nature of participation.
- Describe how you will inform participants that they may receive services even if they chose to not participate in or complete the data collection component of the project.

4. Data Collection

- Identify from whom you will collect data (e.g., from participants themselves, family members, teachers, others).
- Describe the data collection procedures and specify the sources for obtaining data (e.g., school records, interviews, psychological assessments, questionnaires, observation or other sources). Identify what type of specimens (e.g., urine, blood) will be used, if any. State if the specimens will be used for purposes other than evaluation.
- In **Attachment 1**, “Data Collection Instruments/Interview Protocols,” you **must** provide copies of all available data collection instruments and interview protocols that you plan to use (unless you are providing the web link to the instrument(s)/protocol(s)).

5. Privacy and Confidentiality

- Explain how you will ensure privacy and confidentiality. Describe:
 - Where data will be stored;
 - Who will have access to the data collected;
 - How the identity of participants will be kept private, for example, through the use of a coding system on data records, limiting access to records, or storing identifiers separately from data.

NOTE: Recipients must maintain the confidentiality of alcohol and drug abuse client records according to the provisions of **Title 42 of the Code of Federal Regulations, Part II.**

6. Adequate Consent Procedures

- Include, as appropriate, sample consent forms that provide for: (1) informed consent for participation in service intervention; (2) informed consent for

participation in the data collection component of the project; and (3) informed consent for the exchange (releasing or requesting) of confidential information. The sample forms must be included in **Attachment 2, “Sample Consent Forms”**, of your application. If needed, give English translations.

- Explain how you will obtain consent for youth, the elderly, people with limited reading skills, and people who do not use English as their first language. Describe how the consent will be documented. For example: Will you read the consent forms? Will you ask prospective participants questions to be sure they understand the forms? Will you give them copies of what they sign?

NOTE: Never imply that the participant waives or appears to waive any legal rights, may not end involvement with the project, or releases your project or its agents from liability for negligence.

7. Risk/Benefit Discussion

- Discuss why the risks you have identified in element **1. (Protect Clients and Staff from Potential Risks)** are reasonable compared to the anticipated benefits to participants involved in the project.

Protection of Human Subjects Regulations

SAMHSA expects that most recipients funded under this announcement will not have to comply with the Protection of Human Subjects Regulations (45 CFR 46), which requires Institutional Review Board (IRB) approval. However, in some instances, the applicant's proposed project may meet the regulation's criteria for research involving human subjects. Although IRB approval is not required at the time of award, you are required to provide the documentation below prior to enrolling participants into your project.

In addition to the elements above, applicants whose projects must comply with the Human Subjects Regulations must:

- Describe the process for obtaining IRB approval for your project.
- Provide documentation that an Assurance of Compliance is on file with the Office for Human Research Protections (OHRP).
- Provide documentation that IRB approval has been obtained for your project prior to enrolling participants.

General information about Human Subjects Regulations can be obtained through OHRP at <http://www.hhs.gov/ohrp> or (240) 453-6900. SAMHSA-specific questions should be directed to the program contact listed in Section VII of this announcement.

Appendix D – Developing Goals and Measurable Objectives

To be able to effectively evaluate your project, it is critical that you develop realistic goals and measurable objectives. This appendix provides information on developing goals and objectives. It also provides examples of well-written goals and measurable objectives.

GOALS

Definition – a goal is a broad statement about the long-term expectation of what should happen as a result of your program (the desired result). It serves as the foundation for developing your program objectives. Goals should align with the statement of need that is described. Goals should only be one sentence.

The characteristics of effective goals include:

- Goals address outcomes, not how outcomes will be achieved;
- Goals describe the behavior or condition in the community expected to change;
- Goals describe who will be affected by the project;
- Goals lead clearly to one or more measurable results; and
- Goals are concise.

Examples

Unclear Goal	Critique	Improved Goal
Increase the substance abuse and HIV/AIDS prevention capacity of the local school district	This goal could be improved by <i>specifying an expected program effect in reducing a health problem</i>	Increase the capacity of the local school district to reduce high-risk behaviors of students that may contribute to substance abuse and/or HIV/AIDS
Decrease the prevalence of marijuana, alcohol, and prescription drug use among youth in the community by increasing the number of schools that implement effective policies, environmental change, intensive training of teachers, and educational approaches to address high-risk behaviors, peer pressure, and tobacco use.	This goal is not concise	Decrease youth substance use in the community by implementing evidence-based programs within the school district that address behaviors that may lead to the initiation of use.

OBJECTIVES

Definition – Objectives describe the results to be achieved and the manner in which they will be achieved. Multiple objectives are generally needed to address a single goal.

Well-written objectives help set program priorities and targets for progress and accountability. It is recommended that you avoid verbs that may have vague meanings to describe the intended outcomes, like “understand” or “know” because it may prove difficult to measure them. Instead, use verbs that document action, such as: “By the end of 2019, 75% of program participants will be *placed* in permanent housing.”

In order to be effective, objectives should be clear and leave no room for interpretation. **SMART** is a helpful acronym for developing objectives that are ***specific, measurable, achievable, realistic, and time-bound***:

Specific – Includes the “who” and “what” of program activities. Use only one action verb to avoid issues with measuring success. For example, “Outreach workers will administer the HIV risk assessment tool to at least 100 injection drug users in the population of focus” is a more specific objective than “Outreach workers will use their skills to reach out to drug users on the street.”

Measurable – How much change is expected. It must be possible to count or otherwise quantify an activity or its results. It also means that the source of and mechanism for collecting measurement data can be identified and that collection of the data is feasible for your program. A baseline measurement is required to document change (e.g., to measure the percentage of increase or decrease). If you plan to use a specific measurement instrument, it is recommended that you incorporate its use into the objective. Example: By 9/18 increase by 10% the number of 8th, 9th, and 10th grade students who disapprove of marijuana use as measured by the annual school youth survey.

Achievable – Objectives should be attainable within a given time frame and with available program resources. For example, “The new part-time nutritionist will meet with seven teenage mothers each week to design a complete dietary plan” is a more achievable objective than “Teenage mothers will learn about proper nutrition.”

Realistic – Objectives should be within the scope of the project and propose reasonable programmatic steps that can be implemented within a specific time frame. For example, “Two ex-gang members will make one school presentation each week for two months to raise community awareness about the presence of gangs” is a more realistic objective than “Gang-related violence in the community will be eliminated.”

Time-bound – Provide a time frame indicating when the objective will be measured or a time by when the objective will be met. For example, “Five new peer educators will be recruited by the second quarter of the first funding year” is a better objective than “New peer educators will be hired.”

Examples:

Non-SMART Objective	Critique	SMART Objective
Teachers will be trained on the selected evidence-based substance abuse prevention curriculum.	The objective is not SMART because it is not <i>specific</i> , <i>measurable</i> , or <i>time-bound</i> . It can be made SMART by <i>specifically</i> indicating who is responsible for training the teachers, how many will be trained, who they are, and by when the trainings will be conducted.	<i>By June 1, 2019, LEA supervisory staff</i> will have trained <i>75% of health education teachers in the local school district</i> on the selected, evidence-based substance abuse prevention curriculum.
90% of youth will participate in classes on assertive communication skills.	This objective is not SMART because it is not <i>specific</i> or <i>time-bound</i> . It can be made SMART by indicating <i>who</i> will conduct the activity, <i>by when</i> , and <i>who</i> will participate in the lessons on assertive communication skills.	By the <i>end of the 2019 school year, district health educators</i> will have conducted classes on assertive communication skills for 90% of youth <i>in the middle school</i> receiving the <i>substance abuse and HIV prevention curriculum</i> .
Train individuals in the community on the prevention of prescription drug/opioid overdose-related deaths.	This objective is not SMART as it is not <i>specific</i> , <i>measurable</i> or <i>time-bound</i> . It can be made SMART by specifically indicating <i>who</i> is responsible for the training, <i>how many</i> people will be trained, <i>who</i> they are, and by <i>when</i> the training will be conducted.	<i>By the end of year two of the project, the Health Department</i> will have trained <i>75% of EMS staff in the County Government</i> on the selected curriculum addressing the prevention of prescription drug/opioid overdose-related deaths.

Appendix E – Developing the Plan for Data Collection, Performance Assessment, and Quality Improvement

Information in this Appendix should be taken into consideration when developing a response for criteria in Section D.

Data Collection:

In describing your plan for data collection, consider addressing the following points:

- The electronic data collection software that will be used;
- How often data will be collected;
- The organizational processes that will be implemented to ensure the accurate and timely collection and input of data;
- The staff that will be responsible for collecting and recording the data;
- The data source/data collection instruments that will be used to collect the data;
- How well the data collection methods will take into consideration the language, norms and values of the population(s) of focus;
- How will the data be kept secure;
- If applicable, how will the data collection procedures ensure that confidentiality is protected and that informed consent is obtained; and
- If applicable, how data will be collected from partners, sub-awardees.

It is not necessary to provide information related to data collection and performance measurement in a table but the following samples may give you some ideas about how to display the information.

Table 1 provides an example of how information for the required performance measures could be displayed.

Table 1

Performance Measures	Data Source	Data Collection Frequency	Responsible Staff for Data Collection	Method of Data Analysis

Performance Measures	Data Source	Data Collection Frequency	Responsible Staff for Data Collection	Method of Data Analysis

Table 2 provides an example of how information could be displayed for the data that will be collected to measure the objectives that are included in B.1

Table 2

Objective	Data Source	Data Collection Frequency	Responsible Staff for Data Collection	Method of Data Analysis
Objective 1.a				
Objective 1.b				

Data Management, Tracking, Analysis, and Reporting:

Points to consider:

Data management:

- How data will be protected, including information about who will have access to data;
- How will data be stored.

Data tracking:

- The staff member who will be responsible for tracking the performance measures and measurable objectives.

Data analysis:

- Who will be responsible for conducting the data analysis, including the role of the Evaluator;
- What data analysis methods will be used.

Data reporting:

- Who will be responsible for completing the reports;
- How will the data be reported to staff, stakeholders, SAMHSA, Advisory Board, and other relevant project partners.

Performance Assessment:

Points to consider:

- Information on how frequently performance data will be reviewed;
- How you will use this data to monitor and evaluate activities and processes and to assess the progress that has been made achieving the goals and objectives; and
- Who will be responsible for conducting the performance assessment.

Quality Improvement:

Points to consider:

- If applicable, the QI model that will be used;
- How will the QI process be used to track progress;
- The staff members who will be responsible for overseeing these processes;
- How you will implement any needed changes in project implementation and/or project management;
 - What decision-making processes will be used;
 - When and by whom will decisions be made concerning project improvement;
 - What are the thresholds for determining that changes need to be made;
- Will the Advisory Board have a role in the QI process; and
- How will the changes be communicated to staff and/or partners/sub-awardees.

Appendix F – Biographical Sketches and Position Descriptions

Include position descriptions for the Project Director and all key personnel. Position descriptions should be no longer than one page each.

For staff members, who have been identified, include a biographical sketch for the Project Director and other key positions. Each sketch should be two pages or less.

Biographical Sketch

Existing curricula vitae of project staff members may be used if they are updated and contain all items of information requested below. You may add any information items listed below to complete existing documents. For development of new curricula vitae include items below in the most suitable format:

1. Name of staff member
2. Educational background: school(s), location, dates attended, degrees earned (specify year), major field of study
3. Professional experience
4. Honors received and dates
5. Recent relevant publications

Position Description

1. Title of position
2. Description of duties and responsibilities
3. Qualifications for position
4. Supervisory relationships
5. Skills and knowledge required
6. Amount of travel and any other special conditions or requirements
7. Salary range
8. Hours per day or week

Appendix G – Addressing Behavioral Health Disparities

SAMHSA expects recipients to utilize their data to: (1) identify the number of individuals to be served during the grant period and identify subpopulations (i.e., racial, ethnic, sexual, and gender minority groups) vulnerable to behavioral health disparities; (2) implement a quality improvement plan for the use of program data on access, use, and outcomes to support efforts to decrease the differences in access to, use, and outcomes of service activities; and (3) identify methods for the development of policies and procedures to ensure adherence to the National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care.

Definition of Health Disparities:

Healthy People 2020 defines a health disparity as a “particular type of health difference that is closely linked with social, economic, and/or environmental disadvantage. Health disparities adversely affect groups of people who have systematically experienced greater obstacles to health based on their racial or ethnic group; religion; socioeconomic status; gender; age; mental health; cognitive, sensory, or physical disability; sexual orientation or gender identity; geographic location; or other characteristics historically linked to discrimination or exclusion.”

Subpopulations

SAMHSA grant applicants are routinely asked to define the population they intend to serve given the focus of a particular grant program (e.g., adults with serious mental illness [SMI] at risk for chronic health conditions; young adults engaged in underage drinking; populations at risk for contracting HIV/AIDS, etc.). Within these populations of focus are *subpopulations* that may have disparate access to, use of, or outcomes from provided services. These disparities may be the result of differences in language, beliefs, norms, values, and/or socioeconomic factors specific to that subpopulation. For instance, Latino adults with SMI may be at heightened risk for metabolic disorder due to lack of appropriate in-language primary care services; Native American youth may have an increased incidence of underage drinking due to coping patterns related to historical trauma within the Native American community; and African American women may be at greater risk for contracting HIV/AIDS due to lack of access to education on risky sexual behaviors in urban low-income communities. While these factors might not be pervasive among the general population served by a recipient, they may be predominant among subpopulations or groups vulnerable to disparities. It is imperative that recipients understand who is being served within their community in order to provide care that will yield positive outcomes, per the focus of that grant. In order for organizations to attend to the potentially disparate impact of their grant efforts, recipients are asked to address access, use and outcomes for subpopulations, which can be defined by the following factors:

- By race
- By ethnicity
- By gender (including transgender populations)
- By sexual orientation (including lesbian, gay and bisexual populations)

The ability to address the quality of care provided to subpopulations served within SAMHSA's grant programs is enhanced by programmatic alignment with the federal CLAS standards.

National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care

The National CLAS standards were initially published in the Federal Register on December 22, 2000. Culturally and linguistically appropriate health care and services, broadly defined as care and services that are respectful of and responsive to the cultural and linguistic needs of all individuals, is increasingly seen as essential to reducing disparities and improving health care quality. The National CLAS Standards have served as catalyst and conduit for the evolution of the field of cultural and linguistic competency over the course of the last 12 years. In recognition of these changes in the field, the HHS Office of Minority Health undertook the National CLAS Standards Enhancement Initiative from 2010 to 2012.

The enhanced National CLAS Standards seek to set a new bar in improving the quality of health to our nation's ever diversifying communities. Enhancements to the National CLAS Standards include the broadening of the definitions of health and culture, as well as an increased focus on institutional governance and leadership. The enhanced National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care are comprised of 15 Standards that provide a blueprint for health and health care organizations to implement culturally and linguistically appropriate services that will advance health equity, improve quality, and help eliminate health care disparities.

You can learn more about the CLAS mandates, guidelines, and recommendations at: <http://www.ThinkCulturalHealth.hhs.gov>.

Examples of a Behavioral Health Disparity Impact Statement are available on the SAMHSA website at <http://www.samhsa.gov/grants/grants-management/disparity-impact-statement>.

Appendix H – Standard Funding Restrictions

HHS codified the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards*, 45 CFR Part 75. In Subpart E, cost principles are described and allowable and unallowable expenditures for HHS recipients are delineated. 45 CFR Part 75 is available at <http://www.samhsa.gov/grants/grants-management/policies-regulations/requirements-principles>. Unless superseded by program statute or regulation, follow the cost principles in 45 CFR Part 75 and the standard funding restrictions below.

You may also reference the SAMHSA site for grantee guidelines on financial management requirements at <https://www.samhsa.gov/grants/grants-management/policies-regulations/financial-management-requirements>.

SAMHSA grant funds may not be used to:

- Pay for the purchase or construction of any building or structure to house any part of the program. (Applicants may request up to \$75,000 for renovations and alterations of existing facilities, if necessary and appropriate to the project.)
- Provide residential or outpatient treatment services when the facility has not yet been acquired, sited, approved, and met all requirements for human habitation and services provision. (Expansion or enhancement of existing residential services is permissible.)
- Provide inpatient treatment or hospital-based detoxification services. Residential services are not considered to be inpatient or hospital-based services.
- Make direct payments to individuals to enter treatment or continue to participate in prevention or treatment services.

Note: A recipient or treatment or prevention provider may provide up to \$30 non-cash incentive to individuals to participate in required data collection follow up. This amount may be paid for participation in each required follow up interview.

- Meals are generally unallowable unless they are an integral part of a conference grant or specifically stated as an allowable expense in the FOA. Grant funds may be used for light snacks, not to exceed \$3.00 per person.
- Consolidated Appropriations Act, 2017 (Public Law 115-31) Division H, Section 520, notwithstanding any other provision of this Act, no funds appropriated in this Act shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug. Provided, That such limitation does not apply to the use of funds for elements of a program other than making such

purchases if the relevant State or local health department, in consultation with the Centers for Disease Control and Prevention, determines that the State or local jurisdiction, as applicable, is experiencing, or is at risk for, a significant increase in hepatitis infections or an HIV outbreak due to injection drug use, and such program is operating in accordance with state and local law.

- Pay for pharmaceuticals for HIV antiretroviral therapy, sexually transmitted diseases (STD)/sexually transmitted illnesses (STI), tuberculosis (TB), and hepatitis B and C, or for psychotropic drugs.

Appendix I – Intergovernmental Review (E.O. 12372) Requirements

States with SPOCs

All SAMHSA grant programs are covered under Executive Order (EO) 12372, as implemented through Department of Health and Human Services (DHHS) regulation at 45 CFR Part 100. Under this Order, states may design their own processes for reviewing and commenting on proposed federal assistance under covered programs. Certain jurisdictions have elected to participate in the EO process and have established State Single Points of Contact (SPOCs).

You do not need to do this if you are an American Indian/Alaska Native tribe or tribal organization. If your state participates, contact your SPOC as early as possible to alert him/her to the prospective application(s) and to receive any necessary instructions on the state's review process. For proposed projects serving more than one state, you are advised to contact the SPOC of each affiliated state.

The SPOC should send any state review process recommendations to the following address within 60 days of the application deadline: Director, Division of Grants Management, Office of Financial Resources, Substance Abuse and Mental Health Services Administration, Room 17E18, 5600 Fishers Lane, Rockville, MD 20857.
ATTN: SPOC – Funding Announcement No. SP-19-003.

States without SPOCs

If your state does not have a SPOC and you are a community-based, non-governmental service provider, you must submit a Public Health System Impact Statement (PHSIS)¹ to the head(s) of appropriate state and local health agencies in the area(s) to be affected no later than the application deadline. The PHSIS is intended to keep state and local health officials informed of proposed health services grant applications submitted by community-based, non-governmental organizations within their jurisdictions. If you are a state or local government or American Indian/Alaska Native tribe or tribal organization, you are not subject to these requirements.

The PHSIS consists of the following information:

¹ Approved by OMB under control no. 0920-0428; Public reporting burden for the Public Health System Reporting Requirement is estimated to average 10 minutes per response, including the time for copying the first page of SF-424 and the abstract and preparing the letter for mailing. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The OMB control number for this project is 0920-0428. Send comments regarding this burden to CDC Clearance Officer, 1600 Clifton Road, MS D-24, Atlanta, GA 30333, ATTN: PRA (0920-0428).

- A copy of the first page of the application (SF-424); and
- A summary of the project, no longer than one page in length that provides: 1) a description of the population to be served; 2) a summary of the services to be provided; and 3) a description of the coordination planned with appropriate state or local health agencies.

For SAMHSA grants, the appropriate state agencies are the Single State Agencies (SSAs) for substance abuse and mental health. A listing of the SSAs for substance abuse and the SSAs for mental health can be found on SAMHSA's website at <http://www.samhsa.gov/grants/applying/forms-resources>. If the proposed project falls within the jurisdiction of more than one state, you should notify all representative SSAs.

Review the FOA: Section IV-1, carefully to determine if you must include an attachment with a copy of a letter transmitting the PHSIS to the SSA. The letter must notify the state that, if it wishes to comment on the proposal, its comments should be sent no later than 60 days after the application deadline to the following address: Christopher Craft, Director of Grant Review, Office of Financial Resources, Substance Abuse and Mental Health Services Administration, Room 17E06, 5600 Fishers Lane, Rockville, MD 20857. ATTN: SSA – Funding Announcement No. SP-19-003.

In addition, applicants may request that the SSA send them a copy of any state comments. The applicant must notify the SSA within 30 days of receipt of an award.

Appendix J – Administrative and National Policy Requirements

If your application is funded, you must comply with all terms and conditions of the NoA. SAMHSA's standard terms and conditions are available on the SAMHSA website.

HHS Grants Policy Statement (GPS)

If your application is funded, you are subject to the requirements of the HHS Grants Policy Statement (GPS) that are applicable based on recipient type and purpose of award. This includes any requirements in Parts I and II of the HHS GPS that apply to the award. The HHS GPS is available at <http://www.samhsa.gov/grants/grants-management/policies-regulations/hhs-grants-policy-statement>. The general terms and conditions in the HHS GPS will apply as indicated unless there are statutory, regulatory, or award-specific requirements to the contrary (as specified in the NoA).

HHS Grant Regulations

If your application is funded, you must also comply with the administrative requirements outlined in 45 CFR Part 75. For more information see the SAMHSA website at <http://www.samhsa.gov/grants/grants-management/policies-regulations/requirements-principles>.

Additional Terms and Conditions

Depending on the nature of the specific funding opportunity and/or your proposed project as identified during review, SAMHSA may negotiate additional terms and conditions with you prior to grant award. These may include, for example:

- actions required to be in compliance with confidentiality and participant protection/human subjects requirements;
- requirements relating to additional data collection and reporting;
- requirements relating to participation in a cross-site evaluation;
- requirements to address problems identified in review of the application; or revised budget and narrative justification.

Performance Goals and Objectives

If your application is funded, you will be held accountable for the information provided in the application relating to performance targets. SAMHSA program officials will consider your progress in meeting goals and objectives, as well as your failures and strategies for overcoming them, when making an annual recommendation to continue the grant and the amount of any continuation award. Failure to meet stated goals and objectives

may result in suspension or termination of the grant award, or in reduction or withholding of continuation awards.

Accessibility Provisions for All Grant Application Packages and Funding Opportunity Announcements

Recipients of federal financial assistance (FFA) from HHS must administer their programs in compliance with federal civil rights law. This means that recipients of HHS funds must ensure equal access to their programs without regard to a person's race, color, national origin, disability, age and, in some circumstances, sex and religion. This includes ensuring your programs are accessible to persons with limited English proficiency. HHS provides guidance to recipients of FFA on meeting their legal obligation to take reasonable steps to provide meaningful access to their programs by persons with limited English proficiency. See <http://www.hhs.gov/civil-rights/for-individuals/special-topics/limited-english-proficiency/index.html>. The HHS Office for Civil Rights also provides guidance on complying with civil rights laws enforced by HHS. See <http://www.hhs.gov/ocr/civilrights/understanding/section1557/index.html>; and <http://www.hhs.gov/civil-rights/for-providers/index.html>. Recipients of FFA also have specific legal obligations for serving qualified individuals with disabilities. See <http://www.hhs.gov/ocr/civilrights/understanding/disability/index.html>. Contact the HHS Office for Civil Rights for more information about obligations and prohibitions under federal civil rights laws at <https://www.hhs.gov/ocr/about-us/contact-us/index.html> or call 1-800-368-1019 or TDD 1-800-537-7697. Also note it is an HHS Departmental goal to ensure access to quality, culturally competent care, including long-term services and supports, for vulnerable populations. For further guidance on providing culturally and linguistically appropriate services, recipients should review the National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care at <https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvid=53>.

Cultural and Linguistic Competence

Recipients of federal financial assistance (FFA) from HHS serve culturally and linguistically diverse communities that are not just defined by race or ethnicity, but also socio-economic status, sexual orientation, gender identity, physical and mental ability, age, and other factors. Organizational behaviors, practices, attitudes, and policies across all SAMHSA-supported entities respect and respond to the cultural diversity of communities, clients and students served.

If your application is funded, you must ensure access to quality health care for all. Quality care means access to services, information, and materials delivered by trained providers in a manner that factor in the language needs, health literacy, culture, and diversity of the populations served. Quality also means that data collection instruments used should adhere to culturally and linguistically appropriate norms. For additional information and guidance, refer to the National Standards for Culturally and Linguistically Appropriate Services (CLAS) published by the U.S. Department of Health

and Human Services at <https://www.thinkculturalhealth.hhs.gov/>. Additional cultural/linguistic competency and health literacy tools, and resources are available online at <http://www.samhsa.gov/capt/applying-strategic-prevention/cultural-competence>

Acknowledgement of Federal Funding

As required by HHS appropriations acts, all HHS recipients must acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds. Recipients are required to state (1) the percentage and dollar amounts of the total program or project costs financed with Federal funds and (2) the percentage and dollar amount of the total costs financed by nongovernmental sources

DOMA: Implementation of United States v. Windsor and Federal Recognition of Same-Sex Spouses/Marriages

A special term of award may be included in the final NoA that states: “On June 26, 2013, in United States v. Windsor, the Supreme Court held that section 3 of the Defense of Marriage Act (DOMA), which prohibited federal recognition of same-sex marriages, was unconstitutional. As a result of that decision and consistent with HHS policy, SAMHSA recognizes same-sex marriages and same-sex spouses on equal terms with opposite sex-marriages and opposite-sex spouses, regardless of where the couple resides. On June 26, 2015, in Obergefell v. Hodges, the Court held that the Fourteenth Amendment requires a State to license a marriage between two people of the same sex and to recognize a marriage between two people of the same sex when their marriage was lawfully licensed and performed out-of-state. Consistent with both of these decisions, you must treat as valid the marriages of same- sex couples. This policy does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under state law as something other than a marriage.”

Supplement Not Supplant

Grant funds may be used to supplement existing activities. Grant funds may not be used to supplant current funding of existing activities. “Supplant” is defined as replacing funding of a recipient’s existing program with funds from a federal grant.

Mandatory Disclosures

A term may be added to the NoA which states: Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the HHS awarding agency, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Sub-recipients must disclose, in a timely manner, in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery,

or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the awarding agency and to the HHS OIG at the following addresses:

SAMHSA
Attention: Office of Financial Advisory Services
5600 Fishers Lane
Rockville, MD 20857

AND

U.S. Department of Health and Human Services Office of Inspector General
ATTN: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW, Cohen Building
Room 5527
Washington, DC 20201

Fax: (202) 205-0604 (Include “Mandatory Grant Disclosures” in subject line) or email:
MandatoryGranteeDisclosures@oig.hhs.gov

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371 Remedies for noncompliance; including suspension or debarment (See 2 CFR parts 180 & 376 and 31 U.S.C. 3321).”

System for Award Management (SAM) Reporting

A term may be added to the NoA that states: “In accordance with the regulatory requirements provided at 45 CFR 75.113 and Appendix XII to 45 CFR Part 75, recipients that have currently active federal grants, cooperative agreements, and procurement contracts with cumulative total value greater than \$10,000,000, must report and maintain information in the System for Award Management (SAM) about civil, criminal, and administrative proceedings in connection with the award or performance of a federal award that reached final disposition within the most recent five-year period. The recipient also must make semiannual disclosures regarding such proceedings. Proceedings information will be made publicly available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)). Full reporting requirements and procedures are found in Appendix XII to 45 CFR Part 75.”

Drug Free Workplace

A term may be added to the NoA that states: “You as the recipient must comply with drug free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of part 382, which adopts the Government-wide implementation (2 CFR part

182) of section 5152-5158 of the Drug Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707)."

Smoke-Free Workplace

The Public Health Service strongly encourages all award recipients to provide a smoke-free workplace and to promote the non-use of all tobacco products. Further, Public Law (P.L.) 103-227, the Pro-Children Act of 1994, prohibits smoking in certain facilities (or in some cases, any portion of a facility) in which regular or routine education, library, day care, health care or early childhood development services are provided to children.

Standards for Financial Management

Recipients are required to meet the standards and requirements for financial management systems set forth in 45 CFR part 75. The financial systems must enable the recipient to maintain records that adequately identify the sources of funds for federally assisted activities and the purposes for which the award was used, including authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and any program income. The system must also enable the recipient to compare actual expenditures or outlays with the approved budget for the award.

SAMHSA funds must retain their award-specific identity – they may not be commingled with state funds or other federal funds. [“Commingling funds” typically means depositing or recording funds in a general account without the ability to identify each specific source of funds for any expenditure.]

Trafficking in Persons

Awards issued by SAMHSA are subject to the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). For the full text of the award term, go to <http://www.samhsa.gov/grants/grants-management/notice-award-noa/standard-terms-conditions>.

NOTE: The signature of the AOR on the application serves as the required certification of compliance for your organization regarding the administrative and national policy requirements.

Publications

Recipients are required to notify the Government Project Officer (GPO) and SAMHSA's Publications Clearance Officer (240-276-2130) of any materials based on the SAMHSA-funded grant project that are accepted for publication. In addition, SAMHSA requests that recipients:

- Provide the GPO and SAMHSA Publications Clearance Officer with advance copies of publications

- Include acknowledgment of the SAMHSA grant program as the source of funding for the project.
- Include a disclaimer stating that the views and opinions contained in the publication do not necessarily reflect those of SAMHSA or the U.S. Department of Health and Human Services, and should not be construed as such.

SAMHSA reserves the right to issue a press release about any publication deemed by SAMHSA to contain information of program or policy significance to the substance abuse treatment/substance abuse prevention/mental health services community.

Appendix K – Sample Budget and Justification (no match required)

All applications must have a detailed budget justification and narrative that explains the federal and the non-federal expenditures broken out by the object class cost categories listed on SF-424A – Section B (Budget Category) for non-construction awards.

- The budget narrative must match the costs identified on the SF-424A form and the total costs on the SF-424.
- The Budget Narrative and justification must be consistent with and support the Project Narrative.
- The Budget Narrative and justification must be concrete and specific. It must provide a justification for the basis of each proposed cost in the budget and how that cost was calculated. Examples to consider when justifying the basis of your estimates can be ongoing activities, market rates, quotations received from vendors, historical records. The proposed costs must be reasonable, allowable, allocable, and necessary for the supported activity.

Refer to the program specific Funding Restrictions/Limitations and the Standard Funding Restrictions in the FOA, as well as to 45 CFR Part 75 (<https://www.ecfr.gov/cgi-bin/text-idx?node=pt45.1.75>, for applicable administrative requirements and cost principles.

A SAMPLE BUDGET AND NARRATIVE JUSTIFICATION ARE PROVIDED AS WELL AS INSTRUCTIONS FOR COMPLETING THE SF-424A. YOU ARE STRONGLY ENCOURAGED TO USE THE SAMPLE BUDGET NARRATIVE STRUCTURE AS APPLICABLE. A SAMPLE OF A COMPLETED SF-424A IS PROVIDED AT THE END OF THIS APPENDIX.

A. Personnel

Provide the following information for the budget narrative and justification:

1. **Position** – Provide the title of the position and an explanation of the roles and responsibilities of the position as it relates to the objectives of the award supported project.
 - a. The position must be relevant and allowable under the project.
 - b. The salaries of facilities and administrative (F&A) administrative and clerical staff are normally treated as indirect costs (45 CFR §75.413c). Direct charging of these costs may be appropriate only if all of the following conditions are met:
 - i. administrative/clerical services are directly integral to a project or activity;

- ii. individuals involved can be specifically identified with the project or activity; and
 - iii. the costs are not also claimed as indirect costs.
2. **Name** – The name of the individual to serve in the position. If the position is vacant, identify the anticipated hire date.
- a. If the position is being performed by someone other than a full-time, part-time, or temporary employee of the applicant organization (e.g., consultant or contractor), the grant-supported position should be listed under the contracts category.
3. **Key Personnel** – Identify if the position is key personnel required by the FOA:
- a. Key staff positions require prior approval by SAMHSA after review of credentials and job descriptions.
4. **Salary/Rate** – The estimated annual salary or rate. If providing a rate, specify the time basis (e.g., hourly, weekly).
- a. Salaries should be comparable to those within your organization.
 - b. If the position is not being charged to the Federal award, but the individual is working on the project identify the salary/rate as an “in-kind” cost.
5. **Level of Effort (LOE)** – The level of effort (percentage of time) that the position contributes to the project.
- a. Personnel cannot exceed 100% of their time on all active projects (including other Federal awards).
 - b. You should ensure the cost of living increase is built into the budget and justified.
6. **Total Salary** – The total salary/amount each position is paid based on their contribution to the project.
- a. If the position is not being charged to the Federal award, identify the cost as \$0.

The key staff positions identified in Section I-2 Expectations must be included in the Personnel section and/or the Contractual Section (F). In addition, the Project Director must be the same as the Project Director listed on the HHS Checklist.

FEDERAL REQUEST – Sample Personnel Narrative

Position (1)	Name (2)	Key Staff (3)	Annual Salary/Rate (4)	Level of Effort (5)	Total Salary Charge to Award (6)
(1) Project Director	Alice Doe	Yes	\$64,890	10%	\$6,489
(2) Program Coordinator	Vacant, to be hired within 60 days of anticipated award date	No	\$46,276	100%	\$46,276
(3) Clinical Director	Jane Doe	No	In-kind cost	20%	0
FEDERAL REQUEST (enter in Section B column 1, line 6a of SF-424A)					\$52,765

FEDERAL REQUEST – Sample Justification for Personnel

1. The Project Director will provide daily oversight of the grant. This position is responsible for overseeing the implementation of the project activities, internal and external coordination, developing materials, and conducting meetings.
2. The Program Coordinator will coordinate project service and activities, including training, communication and information dissemination.

B. Fringe Benefits

Fringe benefits are allowances and services provided to employees as compensation in addition to regular salaries and wages. Fringe benefits charged to an award must comply with HHS regulations at 45 CFR §75.431 (<https://www.ecfr.gov/cgi-bin/text-idx?node=pt45.1.75>).

Provide the following information for the narrative and justification:

1. **Position** – The title of the position being charged to the award to which the fringe rate is being applied.
2. **Name** – The name of the individual associated with the position (note if the position is vacant.)
3. **Rate** – The total fringe benefit rate used and a clear description of how the computation of fringe benefits was done.

- a. The justification must detail the elements that comprise the fringe benefits, e.g., FICA, worker's compensation. If a fringe benefit rate is not used, you should explain how the fringe benefits were computed for each position.
4. **Total Salary Charged to Award** – Use the amount provided under section A. Personnel (6).
5. **Total Fringe Charged to Award** – Provide total fringe amount based on the rate applied to the total salary charted to the award.
- a. Fringe benefits charged to the award can only reflect the percentage of time devoted to the project.
 - b. Do not combine the fringe benefit costs with direct salaries and wages in the personnel category.

FEDERAL REQUEST - Sample Fringe Benefits Narrative

Position (1)	Name (2)	Rate (3)	Total Salary Charged to Award (4)	Total Fringe Charged to Award (5)
Project Director	Alice Doe	29.65%	\$6,489	\$1,924
Program Coordinator	Vacant, to be hired within 60 days of anticipated award date.	29.65%	\$46,276	\$13,720
FEDERAL REQUEST (enter in Section B column 1, line 6b of SF-424A)				\$15,644

FEDERAL REQUEST – Sample Justification for Fringe Benefits

XYZ organization's Fringe benefits are comprised of:

Fringe Category	Rate
Retirement	10%
FICA	7.65%
Insurance	6%
Social Security	6%
Total	29.65%

The fringe benefit rate for full-time employees for years one and two is calculated at 29.65%. For years three, four, and five is anticipated to increase to 31%.

C. Travel

Travel costs charged to an award must comply with HHS regulations at 45 CFR §75.474. If your organization does not have documented travel policies, the federal GSA rates must be used (<https://www.gsa.gov/portal/category/26429>). If specific travel details are unknown, the basis for proposed costs should be explained (e.g., historical information).

Funds requested in the travel category should be only for project staff. Travel for consultants and contractors should be shown in the “Contract” cost category along with consultant/contractor fees. Because these costs are associated with contract-related work, they must be billed under the “Contract” cost category. Travel for training participants, advisory committees, and review panels should be itemized the same way as in this section but listed in the “Other” cost category.

Provide the following information for the narrative and justification:

1. **Purpose** – Briefly note the purpose of the travel, e.g., regional conference, training, site visit.
 - a. The justification must identify the need for the travel if the travel is not specifically required by the FOA.
 - b. The narrative description should include the purpose, why it is necessary and directly relates to the scope of work, number of trips planned, staff that will be making the trip, and approximate dates.
2. **Location** – specify the start and end locations of the trip
3. **Item** – specify the costs associated with travel, e.g., mode of transportation accommodations, per diem.
4. **Rate Calculation** – specify the basis for the travel costs.
 - a. For mileage, specify the number of miles and the cost per mile. For air transportation, specify the cost. For per diem, specify the number of days and daily cost. For lodging, specify the number of nights and daily cost.
 - b. Costs for contingencies and miscellaneous costs are not allowable.
5. **Travel Cost Charged to Award** – provide the total cost of the travel to be charged to the award during the budget period.

FEDERAL REQUEST – Sample Travel Narrative

Purpose (1)	Destination (2)	Item (3)	Calculation (4)	Travel Cost Charged to the Award (5)
Mandatory Recipient Conference	Chicago, IL to Washington D.C.	Airfare	\$200/flight x 2	\$400
		Hotel	\$180/night x 2 persons x 2 nights	\$720

Purpose (1)	Destination (2)	Item (3)	Calculation (4)	Travel Cost Charged to the Award (5)
		Per Diem (meals and incidentals)	\$46/day x 2 persons x 2 days	\$184
Local Travel		Mileage	3,000 miles @ .38/mile	\$1,140
FEDERAL REQUEST - (enter in Section B column 1, line 6c of SF-424A)				\$2,444

FEDERAL REQUEST: Sample Justification for Travel

1. Two staff (Project Director and Evaluator) to attend mandatory recipient meeting in Washington, D.C.
2. Local travel is needed to attend local meetings, project activities, and training events. Local travel rate is based on organization's policies/procedures for privately owned vehicle reimbursement rate.

D. Equipment

Equipment is a single item of tangible, nonexpendable, personal property that has a useful life of more than one year and a value of \$5,000 or more (or a cost capitalization threshold established by the applicant organization that is less). For example, an applicant may classify equipment at \$1,500 with a useful life of a year.

Provide the following information for the narrative and justification:

1. **Item(s)** – Describe the equipment item(s) being purchased. The justification must relate the use of each item to the scope of work and implementation of specific program objectives.
2. **Quantity** – Identify the number of items to be purchased.
3. **Amount** – The total cost of purchase or lease the equipment.
 - a. The justification should include the basis of how costs were estimated, e.g., fair market value, cost quotes.
 - b. The justification should include a lease versus purchase analysis, or a statement addressing if it is feasible and/or cost effective to lease versus purchase.
4. **Percentage Charged to the Award** – The percentage of equipment's value to be charged to the award
5. **Total Charged to the Award** – The total cost of the equipment that will be charged to the award.

FEDERAL REQUEST – Sample Equipment Narrative

Item(s) (1)	Quantity (2)	Amount (3)	% Charged to the Award (4)	Total Cost Charged to the Award (5)
FEDERAL REQUEST – (enter in Section B column 1, line 6d of SF-424A)				\$0

E. Supplies

Supplies are items costing less than \$5,000 per unit (federal definition), often having one-time use.

Provide the following information for the narrative and justification:

1. **Items** – list supplies by type, e.g., office supplies, postage, laptop computers.
 - a. The justification must include an explanation of the type of supplies to be purchased and how it relates back to meeting the project objectives.
2. **Calculation** – describe the basis for the cost, specifically the unit cost of each item, number needed and total amount.
3. **Supply Cost Charged to the Award** – provide the total cost of the supply items to be charged to the award during the budget period.

FEDERAL REQUEST – Sample Supplies Narrative

Item(s)	Rate	Cost
General office supplies	\$50/mo. x 12 mo.	\$600
Postage	\$37/mo. x 8 mo.	\$296
Laptop Computer	1 x \$900	\$900
Printer	1 x \$300	\$300
Projector	1 x \$900	\$900
Copies	8000 copies x .10/copy	\$800
FEDERAL REQUEST – (enter in Section B column 1, line 6e of SF-424A)		\$3,796

FEDERAL REQUEST – Sample Justification for Supplies

1. Office supplies, copies and postage are needed for general operation of the project.
2. The laptop computer and printer are needed for both project work and presentations for Project Director.
3. The projector is needed for presentations and workshops. All costs were based on retail values at the time the application was written.

F. Contract

List the budgets for each sub-award, contract, consultant, or consortium agreement. Please note the differences between sub-awards, contracts, consultants, and consortium agreements:

- **Sub-recipient** means a non-Federal entity that receives a sub-award from a pass-through entity to carry out part of a Federal award, including a portion of the scope of work or objectives. Grant recipients are responsible for ensuring that all sub-recipients comply with the terms and conditions of the award, per 45 CFR §75.101.
- **Contracts** are a legal instrument by which the grant recipient purchases good and services needed to carry out the project or program under a Federal award. Contracts include vendors (dealer, distributor or other sellers) that provide, for example, supplies, expendable materials, or data processing services in support of the project activities. The grant recipient must have established written procurement policies and procedures that are consistently applied. All procurement transactions shall be conducted in a manner to provide to the maximum extent practical, open and free competition. Per 45 CFR §75.2, when the substance of a contract meets the definition of sub-award, it must be treated as a sub-award.
- **Consortium Agreements** are between entities (which may or may not include the grant recipient) working collaboratively on an award supported project. They address the roles, responsibilities, implementation, and rights and responsibilities between entities collaborating on an award.
- **Consultants** are individuals retained to provide professional advice or services for a fee. Travel for consultants and contractors should be shown in this category along with consultant/contractor fees.

Provide the following information for the narrative and justification:

1. **Name** – Provide the name of the entity and identify if it is a sub-recipient, contractor, or consultant.
2. **Service** – Identify the products or services to be obtained.
 - a. As part of the justification provide a summary of the scope of work, the specific tasks to be performed, the necessity of the task for each sub-award or contract as it relates to the Project Narrative. Include the dates/length for

the performance period. NOTE: costs that are outside the period of performance of the award cannot be charged to the award.

3. **Rate** – provide an itemized line item breakdown.
 - a. If applicable, include any indirect costs paid under a sub-award and the indirect cost rate used. Do not incorporate sub-recipient, contract, or consultant indirect costs under the indirect costs line item for the grantee/recipient on the SF-424A and Section J of the budget narrative/justification.
4. **Contract Costs Charged to the Award** – Provide the total of the sub-recipient, consultant, or contract costs to be charged to the award during the budget period.

COSTS FOR CONTRACTS MUST BE BROKEN DOWN IN DETAIL AND A NARRATIVE JUSTIFICATION PROVIDED. IF APPLICABLE, NUMBERS OF CLIENTS SHOULD BE INCLUDED IN THE COSTS.

FEDERAL REQUEST – Sample Contracts Narrative

Name (1)	Service (2)	Rate (3)	Other	Cost (4)
(1) State Department of Human Services	Training	\$250/individual x 3 staff	5 days	\$ 750
(2) Treatment Services	1040 Clients	\$27/client per year		\$28,080
(3) John Smith (Case Manager)	Treatment Client Services	1FTE @ \$27,000 + Fringe Benefits of \$6,750 = \$33,750	*Travel at 3,126 @ .50 per mile = \$1,563 *Training course \$175 *Supplies @ \$47.54 x 12 months or \$570 *Telephone @ \$60 x 12 months = \$720 *Indirect costs = \$9,390 (negotiated with contractor)	\$46,168

Name (1)	Service (2)	Rate (3)	Other	Cost (4)
(4) Jane Smith	Evaluator	\$40 per hour x 225 hours	12 month period	\$9,000
(5) To Be Announced	Marketing Coordinator	Annual salary of \$30,000 x 10% level of effort		\$3,000
FEDERAL REQUEST – (enter in Section B column 1, line 6f of-424A)				\$86,998

*Represents separate/distinct requested funds by cost category

FEDERAL REQUEST – Sample Justification for Contracts

1. Certified trainers are necessary to carry out the purpose of the statewide Consumer Network by providing recovery and wellness training, preparing consumer leaders statewide, and educating the public on mental health recovery.
2. Client treatment services to be provided are based on organizational history of expenses.
3. The Case Manager is vital to providing client services related to the program and leading to successful outcomes.
4. The Evaluator is an experienced individual (Ph.D. level) with expertise in substance abuse, research and evaluation, is knowledgeable about the population of focus, and will be responsible for all data collection and reporting.
5. The Marketing Coordinator will develop a plan for public education and outreach efforts to engage clients in the community about recipient activities; and provide presentations at public meetings and community events to stakeholders, community civic organizations, churches, agencies, family groups and schools.

G. Construction

Construction or major alteration and renovation are not authorized under this program. Leave this section blank on line 6g of the SF-424A. Such activities are allowable only when program legislation includes specific authority for construction. If requesting consideration of minor alteration and renovation, provide those costs under the “Other” cost category (line 6h of the SF-424A and Section H of the budget narrative/justification).

H. Other

This category addresses any costs not included in of the other cost categories. Costs that fall under “Other” would include:

- Minor alteration and renovation (Minor A & R)
 - Minor A & R is defined as work that changes the interior arrangement or other physical characteristics of an existing facility or installed equipment so that it can be used more effectively for its currently designed purpose or adapted to an alternative use to meet a programmatic requirement. Alteration and renovation may include work referred to as improvements, conversion, rehabilitation, or remodeling, but is distinguished from new facility construction, facility expansion, or major alterations and renovation where the total Federal and non-Federal costs, excluding moveable equipment (equipment that is not permanently affixed), exceeds \$500,000.
 - No more than \$75,000 in Federal funds over the total period of performance may be used to support minor A&R activities, and such requested must be submitted to the GMS for formal prior approval. SAMHSA grant funds cannot be used to support the construction, expansion or major alternation and renovation of facilities. If the proposed project is part of a larger overall project that exceeds \$500,000, it may not be artificially segmented to achieve the cost threshold.
- Rent
- Client incentives
- Telephone
- Travel for training participants, advisory committees, and review panels
- Training activities (except costs for consultant and/or contractual).

Provide the following information for the narrative and justification:

1. **Item** – List items by type of material or nature of expense. In the justification, explain the necessity of each cost for successful implementation and completion of the project.
2. **Rate** – Break down costs by quantity and cost per unit as applicable.
NOTE: Rent costs must be submitted with the following information:
 - The individual cost items that make up the total cost of the building
 - The methodology used to allocate the costs to the programs or activities operating in the building
 - Rent Questions Worksheet
<https://www.samhsa.gov/sites/default/files/rentquestionsworksheet.docx>
 - Supporting documentation
3. **Costs Charged to the Award** – provide the costs charged to the award.

FEDERAL REQUEST – Sample Narrative for “Other”

Item	Rate	Cost
(1) Rent*	\$15/sq. ft. x 700 sq. feet	\$10,500
(2) Telephone	\$100/mo. x 12 mo.	\$1,200
(3) Client Incentives	\$10/client follow-up x 278 clients	\$2,780
(4) Brochures	.89/brochure X 1500 brochures	\$1,335
FEDERAL REQUEST (enter in Section B column 1, line 6h of SF-424A)		\$15,815

FEDERAL REQUEST – Sample Justification for Other

1. Costs related to office space are typically included in the indirect cost rate agreement. However, if other rental costs for service site(s) are necessary for the project, they may be requested as a direct charge. The rent is calculated by square footage or FTE and reflects SAMHSA's fair share of the space.

***If rent is requested (direct or indirect), provide the name of the owner(s) of the space/facility. Additionally, the lease and floor plan (including common areas) are required for all projects allocating rent costs.**

2. The monthly telephone costs reflect the percent of effort for the personnel listed in this application for the SAMHSA project only.
3. The \$10 incentive is needed to meet program goals in order to encourage attendance and follow-up with 278 clients.
Brochures will be used at various community functions, such as health fairs and exhibits.

I. Total Direct Charges

FEDERAL REQUEST – TOTAL DIRECT CHARGES - Section B column 1, line 6i of SF-424A (The Total Direct Charges will sum automatically on the form)	\$177,462
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J. Indirect Cost Rate

Indirect costs are those costs incurred for common or joint objectives which cannot be readily identified with an individual project or program but are necessary to the operations of the organization. Indirect costs may be charged to the award if:

- The applicant has a Federally approved indirect cost rate

- The applicant has never received a negotiated indirect cost rate and elects to charge a de minimis rate of 10 percent of modified total direct costs (MTDC) which can be used indefinitely for all awards until an indirect cost rate is approved. If the de minimis rate is proposed the applicant must clearly state in their justification that they have never received a negotiated IDC rate and are electing to charge a de minimis rate of 10% of modified total direct costs (MTDC).

The MTDC indirect cost rate may be applied to:

- All direct salaries and wages charged to the award;
- Applicable fringe benefits;
- Materials and supplies;
- Services;
- Travel; and
- Sub-contracts (first \$25,000 of each sub-contract)

The MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition reimbursement, scholarships and fellowships, participant support costs, and the portion of each sub-award in excess of \$25,000.

- If the FOA is for a training grant or cooperative agreement, the indirect cost rate is limited to **8 percent**. Please refer to 45 CFR §75.414 at https://www.ecfr.gov/cgi-bin/text-idx?node=pt45.1.75#se45.1.75_12, for more information about indirect costs and facilities and administrative costs.

Provide the following information for the narrative and justification:

- Calculation** – Briefly summarize type of indirect cost rate.
 - Attach a copy of the current fully executed, negotiated agreement indirect cost rate agreement. The applicable indirect cost rate(s) negotiated by the organization with the cognizant negotiating agency must be used in computing indirect costs (F&A) for a proposal (2 CFR §200.414). The amount for indirect costs should be calculated by applying the current negotiated indirect cost rate(s) to the approved base(s).
- Indirect Cost Charged to the Award** – list the total indirect costs that will be charged to the award. Costs must be calculated using the correct indirect cost base award (the categories of costs to which the indirect cost rate is applied).

Calculation (1)	Indirect Cost Charged to the Award (2)
Organization's Indirect Cost Rate of 10% (10% of personnel and fringe - .10 x \$68,409)	\$6,841

FEDERAL REQUEST – (enter in Section B column 1, line 6j of-SF-424A)	\$6,841
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FEDERAL REQUEST – TOTALS (6k) will sum automatically on the SF-424A
ADDITIONAL INSTRUCTIONS ON COMPLETING THE SF- 424A
In Section A , Use the first row only (Line 1) to report the total federal (e) funds and non-federal (f) funds requested for the <u>first year</u> of your project only.
In Section B , Use the first column only (Column 1) to report the budget category breakouts (Lines 6a through 6h) and indirect charges (Line 6j) for the total funding requested for the <u>first year</u> of your project only. This total amount in 6k should be the same as the Total Federal Request for Year 1 entered on Line 1, Column (e) of Section A.
In Section C , if applicable, enter the funding/resources that your organization will contribute (Applicant) as well as support you expect to receive from the State or other sources. Other support is defined as funds or resources, whether federal, non-federal or institutional, in direct support of activities through fellowships, gifts, prizes, in-kind contributions or non-federal means. [See Appendix H – Standard Funding Restrictions for information on allowable costs.]
In Section D Line 13, the funds needed for each quarter should be entered. The amount entered in “Total for First Year” should be the same as the amount entered in Column 1, Line 6k in Section B. Enter the amount for each quarter. The total in column 1 will sum automatically. Use the first row for federal funds and the second row for non-federal funds.
In Section E , the funds being requested for Years 2, 3, and 4 should be entered. For example, Year 2 will be entered in column (b), Year 3 in column (c), etc.
A sample of a completed SF-424A is included at the end of this appendix.

Provide the total proposed project period and federal funding as follows:

Proposed Project Period

- a. Start Date: 06/30/2019 b. End Date: 06/29/2023

BUDGET SUMMARY (should include future years and projected total)

Category	Year 1	Year 2*	Year 3*	Year 4*	Year 5*	Total Project Costs
Personnel	\$52,765	\$54,348	\$55,978	\$57,658	\$59,387	\$280,136

Category	Year 1	Year 2*	Year 3*	Year 4*	Year 5*	Total Project Costs
Fringe	\$15,644	\$16,114	\$17,353	\$17,873	\$18,409	\$85,393
Travel	\$2,444	\$1,140	\$2,444	\$1,140	\$1,375	\$8,543
Equipment	0	0	0	0	0	0
Supplies	\$3,796	\$3,796	\$3,796	\$3,796	\$3,796	\$18,980
Contractual	\$86,998	\$86,998	\$86,998	\$86,998	\$86,998	\$434,990
Other	\$15,815	\$13,752	\$11,629	\$9,440	\$7,187	\$57,823
Total Direct Charges	\$177,462	\$176,148	\$178,198	\$176,905	\$177,152	\$885,865
Indirect Charges	\$6,841	\$7,046	\$7,333	\$7,553	\$7,780	\$36,553
Total Project Costs	\$184,303	\$183,194	\$185,531	\$184,458	\$184,932	\$922,418

***FOR REQUESTED FUTURE YEARS:**

1. Justify and explain any changes to the budget that differ from the amounts reported in the Year 1 Budget Summary.
2. If a cost of living adjustment (COLA) is included in future years, provide your organization's personnel policy and procedures which states that all employees within the organization will receive a COLA.

In Section IV-3 of the FOA, any funding limitations or restrictions for the project will be specified. If there are limitations, include a narrative and separate budget for each year of the grant that shows the percent of the total grant award that will be used in the area where there is a limitation. For example, most FOAs include funding limitations for data collection and performance assessment. A sample budget for this area is shown below.

Data Collection & Performance Measurement	Year 1	Year 2	Year 3	Year 4	Year 5	Total Data Collection & Performance Measurement Costs
Personnel	\$6,700	\$6,700	\$6,700	\$6,700	\$6,700	\$33,500
Fringe	\$2,400	\$2,400	\$2,400	\$2,400	\$2,400	\$12,000
Travel	\$100	\$100	\$100	\$100	\$100	\$500
Equipment	0	0	0	0	0	0
Supplies	\$750	\$750	\$750	\$750	\$750	\$3,750
Contractual	\$24,000	\$24,000	\$24,000	\$24,000	\$24,000	\$120,000
Other	0	0	0	0	0	0
Total Direct Charges	\$33,950	\$33,950	\$33,950	\$33,950	\$33,950	\$169,750
Indirect Charges	\$910	\$910	\$910	\$910	\$910	\$4,550
Total Data Collection & Performance Measurement Charges	\$34,860	\$34,860	\$34,860	\$34,860	\$34,860	\$174,300

The percentage of the budget that will be spent on data collection and performance measurement does not exceed 20% for any budget period. Maximum percentage for any budget period is 18.9% (\$34,860/\$184,303 – Year 1).

A sample budget for funding limitations related to infrastructure development is shown below.

Infrastructure Development	Year 1	Year 2	Year 3	Year 4	Year 5	Total Infrastructure Costs

Infrastructure Development	Year 1	Year 2	Year 3	Year 4	Year 5	Total Infrastructure Costs
Personnel	\$2,250	\$2,250	\$2,250	\$2,250	\$2,250	\$11,250
Fringe	\$558	\$558	\$558	\$558	\$558	\$2,790
Travel	0	0	0	0	0	0
Equipment	\$15,000	0	0	0	0	\$15,000
Supplies	\$1,575	\$1,575	\$1,575	\$1,575	\$1,575	\$7,875
Contractual	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$25,000
Other	\$1,617	\$2,375	\$2,375	\$2,375	\$2,375	\$11,117
Total Direct Charges	\$26,000	\$11,758	\$11,758	\$11,758	\$11,758	\$73,032
Indirect Charges	\$280	\$280	\$280	\$280	\$280	\$1,400
Total Infrastructure Costs	\$26,280	\$12,038	\$12,038	\$12,038	\$12,038	\$74,432

The maximum percentage of the budget that will be spent on infrastructure development for any budget period is 14.2% (\$26,280/\$184,303 – Year 1).

SAMPLE OF COMPLETED SF-424A

SECTION A – BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non- Federal (f)	Total (g)
1. Title of FOA	93.243			\$184,303		\$184,303
2.						
3.						
4.						
5. Totals				\$184,303		\$184,303

Standard Form 424A

SECTION B – BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM FUNCTION OR ACTIVITY				Total (5)
	(1) Title of FOA	(2)	(3)	(4)	
a. Personnel	\$52,765				\$52,765
b. Fringe Benefits	\$15,644				\$15,644
c. Travel	\$2,444				\$2,444
d. Equipment	\$0				\$0
e. Supplies	\$3,796				\$3,796
f. Contractual	\$86,998				\$86,998
g. Construction	\$0				\$0

6. Object Class Categories	GRANT PROGRAM FUNCTION OR ACTIVITY				Total (5)
h. Other	\$15,815				\$15,815
i. Total Direct Charges (sum 6a-6h)	\$177,462				\$177,462
j. Indirect Charges	\$6,841				\$5,6,841
k. TOTALS (sum of 6i and 6j)	\$184,303				\$184,303
7. Program Income					

Standard Form 424A

SECTION C – NON-FEDERAL RESOURCES					
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS	
8. Title of FOA					
9.					
10.					
11.					
12. TOTAL (sum of lines 8-11)	\$	\$	\$	\$	
SECTION D – FORECASTED CASH NEEDS					
13. Federal	Totals for 1 st Year	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter
	\$184,303	\$46,075	\$46,076	\$46.076	\$46,076
14. Non-Federal					
15.TOTAL (sum of lines 13 and 14)	\$184,303	\$46,075	\$46,076	\$46,076	\$46,076

SECTION C – NON-FEDERAL RESOURCES				
SECTION E – BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT				
(a) Grant Program	FUTURE FUNDING PERIODS			
	(b) First	(c) Second	(d) Third	(e) Fourth
16. Title of FOA	\$184,498	\$185,531	\$185,762	\$186,001
17.				
18.				
19.				
20. TOTAL (Sum of lines 16-19)	\$184,194	\$185,531	\$184,458	\$184,932
SECTION F – OTHER BUDGET INFORMATION				
21. Direct Charges:	22. Indirect Charges:			
23. Remarks:				

Appendix L – Background Information

According to the Surgeon General's Call to Action to Prevent and Reduce Underage Drinking available at

<http://www.surgeongeneral.gov/topics/underagedrinking/calltoaction.pdf>, cultural change is necessary to prevent and reduce underage drinking. The Call to Action points out that culture is complex, however, and changing it requires sustained efforts on the part of multiple segments of society. In addition, the culture around underage drinking is especially difficult to change because alcohol use is embedded in American society. The responsibility for preventing and reducing underage alcohol use belongs to everyone in the United States. Successfully addressing the public health problem of underage drinking will require cooperation, coordination and collaboration among various community sectors including local government, criminal justice, education, business, religious or fraternal organizations, civic or volunteer organizations, healthcare professionals, media, parents, youth, and other organizations involved in reducing substance abuse.

Prevention research indicates that community organizations are best suited to implement environmental-level strategies which address the broader culture and context within which decisions are made about underage drinking, and to create wide-scale community change, rather than implementing strategies that are designed to effect individual level change. Therefore, recipients must focus on environmental strategies for preventing and reducing underage drinking, and recipients and member organizations should continue to seek other funding sources to implement individual (non-environmental) change strategies that are a part of a comprehensive community plan.

The promotion of positive mental health and prevention of mental and substance use disorders are key parts of the Substance Abuse and Mental Health Services Administration's (SAMHSA's) mission to reduce the impact of substance use and mental disorders on America's communities. SAMHSA plans to promote health by placing a national priority on healthy mental, emotional, and behavioral development, especially in children, youth, and young adults.

Appendix M – Disclosure of Drug-Free Communities Grant

1. Check the box identifying the category that represents your organization:
 Former DFC Recipient
 Current DFC Recipient
2. Identify the name of fiscal agent (a) and name of the coalition (b) funded by the DFC grant.
 - a) _____
 - b) _____
3. If the DFC grant award is/was issued to a funding organization or agency representing the organization, identify the name of the agency to which the DFC is or was awarded.

4. Check the box identifying which of the following represents the DFC funding for the organization.
 DFC Grant funded through Department of Justice
 DFC Grant funded through Department of Justice and SAMHSA
 DFC Grant funded through SAMHSA
5. Provide the grant number(s) that correspond with the information provided above.

6. Provide the years of DFC funding (e.g., 2014-2019) awarded to the organization.

Signature:

Date

**Department of Health and Human Services
Substance Abuse and Mental Health Services
Administration**

**Strategic Prevention Framework - Partnerships for Success
(SPF-PFS)**

(Initial Announcement)

Funding Opportunity Announcement (FOA) No. SP-19-004

Catalogue of Federal Domestic Assistance (CFDA) No.: 93.243

Key Dates:

Application Deadline	Applications are due by March 29, 2019.
Intergovernmental Review (E.O. 12372)	Applicants must comply with E.O. 12372 if their state(s) participates. Review process recommendations from the State Single Point of Contact (SPOC) are due no later than 60 days after application deadline.
Public Health System Impact Statement (PHSIS)/Single State Agency Coordination	Applicants must send the PHSIS to appropriate state and local health agencies by the application deadline. Comments from the Single State Agency are due no later than 60 days after the application deadline.

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EXECUTIVE SUMMARY

The Substance Abuse and Mental Health Services Administration (SAMHSA), Center for Substance Abuse Prevention (CSAP) is accepting applications for fiscal year (FY) 2019 Strategic Prevention Framework - Partnerships for Success grants. The purpose of this grant program is to prevent the onset and reduce the progression of substance abuse and its related problems while strengthening prevention capacity and infrastructure at the community level. The program is intended to address one of the nation's top substance abuse prevention priorities - underage drinking among persons aged 9 to 20. At their discretion, recipients may also use grant funds to target up to two additional, data-driven substance abuse prevention priorities, such as the use of marijuana, cocaine, opioids, or methamphetamine, etc. by individuals ages 9 and above.

Funding Opportunity Title:	Strategic Prevention Framework - Partnerships for Success (Short Title: SPF-PFS)
Funding Opportunity Number:	SP-19-004
Due Date for Applications:	March 29, 2019
Anticipated Total Available Funding:	Approximately \$38,000,000
Estimated Number of Awards:	127 (At least 25 awards will be made to tribes/tribal organizations pending adequate application volume).
Estimated Award Amount:	Up to \$300,000 per year
Cost Sharing/Match Required	No
Anticipated Project Start Date:	9/30/2019
Length of Project Period:	Up to five years
Eligible Applicants:	Domestic public and private non-profit organizations. American Indian/Alaska Native (AI/AN) tribes, tribal organizations, consortia of tribes or tribal organizations, or Urban Indian Organizations. [See Section III-1 for complete eligibility information.]

Be sure to check the SAMHSA website periodically for any updates on this program.

. All applicants **MUST** register with NIH's eRA Commons in order to submit an application. This process takes up to six weeks. If you believe you are interested in applying for this opportunity, you **MUST** start the registration process immediately. Do not wait to start this process.

WARNING: BY THE DEADLINE FOR THIS FOA YOU MUST HAVE SUCCESSFULLY COMPLETED THE FOLLOWING TO SUBMIT AN APPLICATION:

- The applicant organization **MUST** be registered in NIH's eRA Commons; AND
- The project director **MUST** have an active eRA Commons account (with the PI role) affiliated with the organization in eRA Commons.

No exceptions will be made.

Applicants also must register with the System for Award Management (SAM) and Grants.gov (see Appendix A for all registration requirements).

I. PROGRAM DESCRIPTION

1. PURPOSE

The Substance Abuse and Mental Health Services Administration (SAMHSA), Center for Substance Abuse Prevention (CSAP) is accepting applications for fiscal year (FY) 2019 Strategic Prevention Framework - Partnerships for Success grants. The purpose of this grant program is to prevent the onset and reduce the progression of substance abuse and its related problems while strengthening prevention capacity and infrastructure at the community level. The program is intended to address one of the nation's top substance abuse prevention priorities - underage drinking among persons aged 9 to 20. At their discretion, recipients may also use grant funds to target up to two additional, data-driven substance abuse prevention priorities, such as the use of marijuana, cocaine, opioids, or methamphetamine, etc. by individuals ages 9 and above.

The grant program focuses on community-driven efforts to advance substance abuse prevention. By working collaboratively, communities of high need can more effectively begin to overcome the challenges underlying their substance abuse prevention priorities. Additionally, the SPF-PFS grant program seeks to address behavioral health disparities among racial and ethnic minorities and other populations by encouraging the implementation of strategies to decrease the differences in access, service use, and

outcomes among the populations served. (See [Appendix G](#) – Addressing Behavioral Health Disparities.)

Strategic Prevention Framework - Partnerships for Success grants are authorized under Section 516 of the Public Health Service Act, as amended. This announcement addresses Healthy People 2020 Substance Abuse Topic Area HP 2020-SA. This grant program is consistent with the Substance Abuse and Mental Health Services Administration Strategic Plan FY 2019-FY 2023 Priority 3 Advancing Prevention, Treatment and Recovery Support Services for Substance Use.

2. EXPECTATIONS

To meet the goals of the SPF-PFS grant program, SAMHSA expects recipients to use the SPF process: <https://www.samhsa.gov/capt/applying-strategic-prevention-framework>.

Recipients must utilize a data-driven approach to identify communities of high need and at-risk populations of focus.

Key Personnel:

Key personnel are staff members who must be part of the project regardless of whether or not they receive a salary or compensation from the project. These staff members must make a substantial contribution to the execution of the project.

The key staff for this grant program will be the Project Director and the Lead Epidemiologist. These positions require prior approval by SAMHSA after review of credentials of staff and job descriptions.

Required Activities

SPF-PFS grant funds must be used primarily to support infrastructure development, including the following types of activities:

- Use the SPF to identify and select comprehensive, data-driven substance abuse prevention strategies to continue to accomplish the following goals:
 - 1) preventing the onset and reducing the progression of substance abuse;
 - 2) reducing substance abuse-related problems;
 - 3) strengthening prevention capacity/infrastructure at the community level;
 - 4) leveraging other funding streams and resources for prevention;

- 5) implementing a comprehensive prevention approach, including a mix of evidence-based programs, policies, and/or practices that best address the selected prevention priority(ies); and
 - 6) identifying TA and training needs and the development of responsive activities.
- Build capacity to address underage drinking among persons aged 9 to 20 and up to two additional, data-driven substance abuse prevention priorities in the community.
 - Collect and report community-level data to determine progress toward addressing SPF-PFS prevention priority(ies).
 - Utilize community coalition building strategies to advance substance abuse prevention efforts across the community.
 - Develop prevention messaging and other prevention strategies and ensure dissemination of these messages and strategies.
 - Utilize and share effective resources with the Prevention Technology Transfer Centers (PTTCs) to enhance the wide dissemination and adoption of best practices in substance abuse prevention

Allowable Activities:

SAMHSA's SPF-PFS grants may also support the following types of activities:

- Coordinate to identify entities serving the selected communities and at-risk populations, such as substance abuse treatment providers, emergency medical services agencies, departments of justice, child protective agencies, mental health agencies and organizations serving at-risk youth.

Other Expectations:

If your application is funded, you will be expected to develop a behavioral health disparities impact statement no later than 60 days after your award (See [Appendix G](#), Addressing Behavioral Health Disparities).

SAMHSA, working with tribes, the Indian Health Service, and National Indian Health Board developed the first collaborative National Tribal Behavioral Health Agenda (TBHA). Tribal applicants are encouraged to briefly cite the applicable TBHA foundational element(s), priority(ies), and strategies that are addressed by their grant

application. The TBHA can be accessed at <http://nihb.org/docs/12052016/FINAL%20TBHA%2012-4-16.pdf>.

2.1 Using Evidence-Based Practices

Recipients are expected to use the successful prevention systems and structures put in place through their completed SPF-PFS grants. All recipients must therefore use a SPF-based, comprehensive prevention approach, including a mix of evidence-based programs, policies, and practices, that best address their selected prevention priority(ies) at the community level. For further guidance on evidence-based approaches, see [SAMHSA's Evidence-Based Practices Resource Center](#).

If applicants decide to use grant funds to address the misuse of prescription drugs or opioids, they are encouraged to use SAMHSA's *Opioid Overdose Prevention Toolkit: Facts for Community Members* to educate members of their community(ies) about opioid use and opioid-related overdoses and death.

<https://store.samhsa.gov/product/Opioid-Overdose-Prevention-Toolkit/SMA18-4742>.

The *Opioid Overdose Prevention Toolkit* educates community members, first responders, opioid prescribers, patients, family members, and overdose survivors on ways to prevent and intervene in an opioid overdose situation.

2.2 Data Collection and Performance Measurement

All SAMHSA recipients are required to collect and report certain data so that SAMHSA can meet its obligations under the Government Performance and Results (GPRA) Modernization Act of 2010. You must document your plan for data collection and reporting in Section D: Data Collection and Performance Measurement.

The required performance measures to be collected on an annual basis include, but are not limited to, the following: number of community prevention activities conducted; number of individuals participating in such activities; extent to which National Outcome Measures, including abstinence from substance use, employment, housing, criminal justice status, have improved in the community.

In addition to the annual outcomes above, recipients will be required to submit their semiannual progress reports in the Division of State Programs-Management Reporting Tool (DSP-MRT) via SAMHSA's Performance Assessment and Reporting System (SPARS). This is the same report used for the current PFS program. The link to the DSP MRT can be found here: <https://www.samhsa.gov/grants/gpra-measurement-tools/csap-gpra>

The collection of these data will enable SAMHSA to report on key outcome measures relating to substance use. In addition, data collected by recipients will be used to demonstrate how SAMHSA's grant programs are reducing behavioral health disparities nationwide.

Performance data will be reported to the public as part of SAMHSA's Congressional Justification submitted as part of the President's budget.

2.3 Project Performance Assessment

Recipients must periodically review the performance data they report to SAMHSA (as required above), assess their progress, and use this information to improve management of their grant project. Recipients are also required to report on their progress addressing the goals and objectives identified in B.1. The assessment should be designed to help you determine whether you are achieving the goals, objectives, and outcomes you intend to achieve and whether adjustments need to be made to your project. Performance assessments should also be used to determine whether your project is having/will have the intended impact on behavioral health disparities. You will be required to submit an annual report on progress you have achieved, barriers encountered, and efforts to overcome these barriers. Refer to [Section VI.1](#) for any program specific information on the frequency of reporting and any additional requirements.

SPF-PFS information will be gathered using SAMHSA's Performance Accountability and Reporting System (SPARS). Access to SPARS will be provided upon award. Recipients are required to report process data and outcome data through SAMHSA's online reporting platform as follows: progress report data (i.e., recipient-specific process data) must be updated quarterly; community level process data must be updated semi-annually (in May and November); outcome data at the recipient and community levels must be updated annually, unless otherwise instructed.

No more than 20 percent of the remaining grant award may be used for data collection, performance measurement, and performance assessment expenses.

Note: See [Appendix D](#) and [Appendix E](#) for more information on responding to Sections I-2.2 and 2.3.

2.4 Grantee Meetings

Grantee meetings for this program will be held virtually. Full participation in the virtual meeting is required. If SAMHSA elects to hold an in-person meeting during the performance period of the grant, budget revisions will be permitted.

II. FEDERAL AWARD INFORMATION

Funding Mechanism: Grant

Anticipated Total Available Funding: \$38,000,000

Estimated Number of Awards: 127 (At least 25 awards will be made to tribes/tribal organizations pending adequate application volume)

Estimated Award Amount: Up to \$300,000

Length of Project Period: Up to 5 years

Proposed budgets cannot exceed \$300,000 in total costs (direct and indirect) in any year of the proposed project. Annual continuation awards will depend on the availability of funds, recipient progress in meeting project goals and objectives, timely submission of required data and reports, and compliance with all terms and conditions of award.

III. ELIGIBILITY INFORMATION

1. ELIGIBLE APPLICANTS

Eligibility is limited to 1) federally recognized American Indian/Alaska Native (AI/AN) tribes, tribal organizations, Urban Indian Organizations, or consortia of tribes or tribal organizations and 2) domestic public or private non-profit entities.

Tribal organization means the recognized body of any AI/AN tribe; any legally established organization of AI/ANs which is controlled, sanctioned, or chartered by such governing body, or which is democratically elected by the adult members of the Indian community to be served by such organization, and which includes the maximum participation of AI/ANs in all phases of its activities. Consortia of tribes or tribal organizations are eligible to apply, but each participating entity must indicate its approval. A single tribe in the consortium must be the legal applicant, the recipient of the award, and the entity legally responsible for satisfying the grant requirements.

Urban Indian Organization (UIO) (as identified by the Office of Indian Health Service Urban Indian Health Programs through active Title V grants/contracts) means a non-profit corporate body situated in an urban center governed by an urban Indian-controlled board of directors, and providing for the maximum participation of all interested individuals and groups, which body is capable of legally cooperating with other public and private entities for the purpose of performing the activities described in 503(a) of 25 U.S.C. § 1603. UIOs are not tribes or tribal governments and do not have the same consultation rights or trust relationship with the federal government.

Recipients who have received funding under SP-16-003 and SP-18-008 are not eligible to apply for funding under this FOA.

2. COST SHARING and MATCH REQUIREMENTS

Cost sharing/match is not required in this program.

IV. APPLICATION AND SUBMISSION INFORMATION

1. REQUIRED APPLICATION COMPONENTS:

- **Budget Information SF-424** – Fill out all Sections of the SF-424. In **Line #4** (i.e., Applicant Identified), input the Commons Username of the PD/PI. In **Line #17** input the following information: (Proposed Project Date: a. Start Date: 9/30/2019; b. End Date: 9/29/2024).

Budget Information Form – Use **SF-424A**. Fill out all Sections of the SF-424A.

- **Section A** – Budget Summary: Use the first row only (Line 1) to report the total federal funds (e) and non-federal funds (f) requested for the first year of your project only.
- **Section B** – Budget Categories: Use the first column only (Column 1) to report the budget category breakouts (Lines 6a through 6h) and indirect charges (Line 6j) for the total funding requested for the first year of your project only.
- **Section C** – Leave blank if cost sharing/match is not required for this program. Complete if cost sharing/match is required.
- **Section D** – Forecasted Cash Needs: Input the total funds requested, broken down by quarter, only for Year 1 of the project period. Use the first row for federal funds and the second row for non-federal funds.
- **Section E** – Budget Estimates of Federal Funds Needed for Balance of the Project: Input the total funds requested for the out years (e.g., Year 2, Year 3, Year 4 and Year 5). For example, if you are requesting funding for four years in total, you would input information in columns b, c, d, and e (i.e., 4 out years).

A sample budget and justification is included in [Appendix J](#) of this document. **It is highly recommended that you use this sample budget format. This will expedite review of your application**

- **Project Narrative and Supporting Documentation** – The Project Narrative describes your project. It consists of Sections A through D. Sections A-D together may not be longer than **10 pages**. (Remember that if your Project Narrative starts on page 5 and ends on page 15, it is 11 pages long, not 10 pages.) More detailed instructions for completing each section of the Project Narrative are provided in [Section V](#) – Application Review Information.

The Supporting Documentation section provides additional information necessary for the review of your application. This supporting documentation must be attached to your application using the Other Attachments Form if applying with Grants.gov Workspace or Other Narrative Attachments if applying with eRA ASSIST. Additional instructions for completing these sections and page limitations for Biographical Sketches/Position Descriptions are included in [Appendix A: 3.1 Required Application Components](#), and [Appendix F](#), Biographical Sketches and Position Descriptions. Supporting documentation should be submitted in black and white (no color).

- **Budget Justification and Narrative** – The budget justification and narrative must be submitted as a file entitled BNF (Budget Narrative File) when you submit your application into Grants.gov. ([See Appendix A: 3.1 Required Application Components](#))
- **Attachments 1 through 4** – Use only the attachments listed below. If your application includes any attachments not required in this document, they will be disregarded. Do not use more than a total of 30 pages for Attachments 1 and 3 combined. There are no page limitations for Attachments 2 and 4. Do not use attachments to extend or replace any of the sections of the Project Narrative. Reviewers will not consider them if you do. Label the attachments as: Attachment 1, Attachment 2, etc. Use the Other Attachments Form if applying with Grants.gov Workspace or Other Narrative Attachments if applying with eRA ASSIST).
- **Attachment 1:** Letters of Commitment from any organization(s) participating in the proposed project. (**Do not include any letters of support.**
Reviewers will not consider them if you do.)
- **Attachment 2:** Data Collection Instruments/Interview Protocols – if you are using standardized data collection instruments/interview protocols, you do not need to include these in your application. Instead, provide a web link to the appropriate instrument/protocol. If the data collection instrument(s) or interview protocol(s) is/are not standardized, you must include a copy in Attachment 2.
- **Attachment 3:** Sample Consent Forms
- **Attachment 4:** Response to [Appendix C](#) - Confidentiality and SAMHSA Participant Protection/Human Subjects Guidelines

2. APPLICATION SUBMISSION REQUIREMENTS

Applications are due by **11:59 PM** (Eastern Time) on **March 29, 2019**.

All applicants MUST register with NIH's eRA Commons in order to submit an application. This process takes up to six weeks. If you believe you are interested in applying for this opportunity, you MUST start the registration process immediately. Do not wait to start this process.

WARNING: BY THE DEADLINE FOR THIS FOA YOU MUST HAVE SUCCESSFULLY COMPLETED THE FOLLOWING TO SUBMIT AN APPLICATION:

- The applicant organization **MUST** be registered in NIH's eRA Commons; AND
- The project director **MUST** have an active eRA Commons account (with the PI role) affiliated with the organization in eRA Commons.

No exceptions will be made.

Applicants also must register with the System for Award Management (SAM) and Grants.gov (see Appendix A for all registration requirements).

3. FUNDING LIMITATIONS/RESTRICTIONS

- No more than 20 percent of the remaining grant award may be used for data collection, performance measurement, and performance assessment expenses.
- Recipients may use up to 15 percent of their remaining funds for infrastructure development activities.
- Naloxone may not be purchased with SPF-PFS funds.
- Recipients must use funding to supplement and not supplant existing prevention activities.

Be sure to identify these expenses in your proposed budget.

SAMHSA recipients must also comply with SAMHSA's standard funding restrictions, which are included in [Appendix H, Standard Funding Restrictions](#).

4. INTERGOVERNMENTAL REVIEW (E.O. 12372) REQUIREMENTS

All SAMHSA grant programs are covered under Executive Order (EO) 12372, as implemented through Department of Health and Human Services (DHHS) regulation at 45 CFR Part 100. Under this Order, states may design their own processes for reviewing and commenting on proposed federal assistance under covered programs.

See [Appendix I](#) for additional information on these requirements as well as requirements for the Public Health System Impact Statement (PHSIS).

V. APPLICATION REVIEW INFORMATION

1. EVALUATION CRITERIA

The Project Narrative describes what you intend to do with your project and includes the Evaluation Criteria in Sections A-D below. Your application will be reviewed and scored according to the quality of your response to the requirements in Sections A-D.

- In developing the Project Narrative section of your application, use these instructions, which have been tailored to this program.
- The Project Narrative (Sections A-D) together may be no longer than **10 pages**.
- You must use the four sections/headings listed below in developing your Project Narrative. **You must indicate the Section letter and number in your response, i.e., type “A-1”, “A-2”, etc., before your response to each question.** You may not combine two or more questions or refer to another section of the Project Narrative in your response, such as indicating that the response for B.2 is in C.7. **Only information included in the appropriate numbered question will be considered by reviewers.** Your application will be scored according to how well you address the requirements for each section of the Project Narrative.
- The number of points after each heading is the maximum number of points a review committee may assign to that section of your Project Narrative. Although scoring weights are not assigned to individual bullets, each bullet is assessed in deriving the overall Section score.

Section A: Statement of Need (15 points – approximately 2 pages)

1. Identify the proposed catchment areas where the project will be implemented and the population(s) that will be impacted by the infrastructure development in the targeted systems or agencies.
2. Document the need for an enhanced infrastructure to increase the capacity to implement, sustain, and improve effective substance abuse prevention services in the proposed catchment areas that is consistent with the purpose of the FOA. Identify any substances other than alcohol that you will address in the project. Include information on the service gaps and other problems related to the need for infrastructure development. Identify the source of the data.

Section B: Proposed Approach (35 points – approximately 5 pages)

1. Describe the goals and measurable objectives (see [Appendix D](#)) of your proposed project and align them with the Statement of Need outlined in Section A.2.
2. Describe how you will implement the Required Activities as stated in Section I.2.
3. Provide a chart or graph depicting a realistic time line for the entire **5** years of the project period, showing dates, key activities, and responsible staff. These key activities should include the requirements outlined in [Section I-2: Expectations](#). [Note: The timeline should be part of the Project Narrative. It should not be placed in an attachment.]

Section C: Staff, Management, and Relevant Experience (20 points – approximately 1 page)

1. Describe the experience of your organization with similar projects and providing services to the population(s) of focus for this FOA. Identify any other organization(s) that will partner in the proposed project.
2. Provide a complete list of staff positions for the project, including the Key Personnel (Project Director and Lead Epidemiologist) and other significant staff members. Describe the role of each, their level of effort, and qualifications, including their experience providing services to the population (s) of focus and familiarity with their culture(s) and language(s).

Section D: Data Collection and Performance Assessment (30 points – approximately 2 pages)

1. Provide specific information about how you will collect the required data for this program and how such data will be utilized to manage, monitor, and enhance the program.

Budget Justification, Existing Resources, Other Support (other federal and non-federal sources)

You must provide a narrative justification for the items included in your proposed budget, as well as a description of existing resources and other support you expect to receive for the proposed project. Other support is defined as funds or resources, whether federal, non-federal, or institutional, in direct support of activities through fellowships, gifts, prizes, in-kind contributions, or non-federal means. (This should correspond to Item #18 on your SF-424, Estimated Funding.) Other sources of funds may be used for unallowable costs, e.g., meals, sporting events, entertainment.

An illustration of a budget and narrative justification is included in [Appendix J – Sample Budget and Justification](#). It is highly recommended that you use the sample budget format. Your proposed budget must reflect the funding limitations/restrictions specified in [Section IV-3](#). Specifically identify the items associated with these costs in your budget.

The budget justification and narrative must be submitted as file BNF when you submit your application into Grants.gov.

1. REQUIRED SUPPORTING DOCUMENTATION

Biographical Sketches and Job Descriptions

See [Appendix F](#), Biographical Sketches and Job Descriptions, for instructions on completing this section.

2. REVIEW AND SELECTION PROCESS

SAMHSA applications are peer-reviewed according to the evaluation criteria listed above.

Decisions to fund a grant are based on:

- The strengths and weaknesses of the application as identified by peer reviewers. The results of the peer review are of an advisory nature. The program office and approving official make the final determination for funding;
- When the individual award is over \$250,000, approval by the CSAP National Advisory Council;
- Availability of funds;
- Equitable distribution of awards in terms of geography (including urban, rural, and remote settings) and balance among populations of focus and program size; and
- In accordance with 45 CFR 75.212, SAMHSA reserves the right not to make an award to an entity if that entity does not meet the minimum qualification standards as described in section 75.205(a)(2). If SAMHSA chooses not to award a fundable application, SAMHSA must report that determination to the designated integrity and performance system accessible through the System for Award Management (SAM) [currently the Federal Awardee Performance and Integrity Information System (FAPIIS)].

VI. FEDERAL AWARD ADMINISTRATION INFORMATION

1. REPORTING REQUIREMENTS

Program Specific:

Recipients must comply with the data reporting requirements listed in Section I-2.2 and Section I-2.3.

Data Collection – The required performance measures to be collected on an annual basis include, but are not limited to, the following: number of community prevention activities conducted; number of individuals participating in such activities; extent to which National Outcome Measures, including abstinence from substance use, employment, housing, criminal justice status, have improved in the community.

Progress Reports – Recipients will be expected to submit an annual performance assessment report. Please refer to [Section I-2.3](#).

Grants Management:

Successful applicants must also comply with the following standard grants management reporting and schedules at <https://www.samhsa.gov/grants/grants-management/reporting-requirements>, unless otherwise noted in the FOA or Notice of Award.

2. FEDERAL AWARD NOTICES

You will receive an email from SAMHSA, via NIH's eRA Commons, that will describe the process for how you can view the general results of the review of your application, including the score that your application received.

If the application is approved for funding, a Notice of Award (NoA) will be emailed to the following: 1) the Business Official's (BO) email address identified on the HHS Checklist form submitted with the application; and 2) the email associated with the Commons account for the Project Director. Hard copies of the NoA will no longer be mailed via postal service. The NoA is the sole obligating document that allows you to receive federal funding for work on the grant project. Information about what is included in the NoA can be found at: <https://www.samhsa.gov/grants/grants-management/notice-award-noa>.

If the application is not funded, you will receive a notification from SAMHSA, via NIH's eRA Commons.

VII. AGENCY CONTACTS

For questions about program issues contact:

Tonia F. Gray, MPH
Division of State Programs
Center for Substance Abuse Prevention
Substance Abuse and Mental Health Services Administration
240-276-2492
tonia.gray@samhsa.hhs.gov

Kameisha Bennett
Division of State Programs
Center for Substance Abuse Prevention
Substance Abuse and Mental Health Services Administration
240-276-2586
Kameisha.bennett@samhsa.hhs.gov

For questions on grants management and budget issues contact:

Eileen Bermudez
Office of Financial Resources, Division of Grants Management
Substance Abuse and Mental Health Services Administration
(240) 276-1412
FOACSA@samhsa.hhs.gov

Appendix A – Application and Submission Requirements

WARNING: If your organization is not registered and you do not have an active eRA Commons PD/PI account by the deadline, the application will NOT be accepted. No exceptions will be made.

All applicants must register with NIH's eRA Commons in order to submit an application. This process takes up to six weeks. If you believe you are interested in applying for this opportunity, you MUST start the registration process immediately. Do not wait to start this process.

Applicants also must register with the System for Award Management (SAM) and Grants.gov (see below for all registration requirements).

1. GET REGISTERED

You are required to complete **four (4) registration processes:**

1. Dun & Bradstreet Data Universal Numbering System (to obtain a DUNS number);
2. System for Award Management (SAM);
3. Grants.gov; and
4. eRA Commons.

If this is your first time submitting an application, you must complete all four registration processes. If you have already completed registrations for DUNS, SAM, and Grants.gov, you need to ensure that your accounts are still active, and then register in **eRA Commons**. If you have not registered in Grants.gov, the registration for Grants.gov and eRA Commons can be done concurrently. You must register in eRA Commons and receive a Commons Username in order to have access to electronic submission, receive notifications on the status of your application, and retrieve grant information. **If your organization is not registered and does not have an active eRA Commons PI account by the deadline, the application will not be accepted.**

The organization must maintain an active and up-to-date SAM and DUNS registrations in order for SAMHSA to make an award. If your organization is not compliant when SAMHSA is ready to make an award, SAMHSA may determine that your organization is not qualified to receive an award and use that determination as the basis for making an award to another applicant.

1.1 Dun & Bradstreet Data Universal Numbering System (DUNS) Registration

SAMHSA applicants are required to obtain a valid DUNS Number, also known as the Unique Entity Identifier, and provide that number in the application. Obtaining a DUNS number is easy and there is no charge.

To obtain a DUNS number, access the Dun and Bradstreet website at: <http://www.dnb.com> or call 1-866-705-5711. To expedite the process, let Dun and Bradstreet know that you are a public/private nonprofit organization getting ready to submit a federal grant application. **The DUNS number you use on your application must be registered and active in the System for Award Management (SAM).**

1.2 System for Award Management (SAM) Registration

You must also register with the System for Award Management (SAM) and continue to maintain active SAM registration with current information during the period of time your organization has an active federal award or an application under consideration by an agency (unless you are an individual or federal agency that is exempted from those requirements under 2 CFR § 25.110(b) or (c), has an exception approved by the agency under 2 CFR § 25.110(d)). To create a SAM user account, Register/Update your account, and/or Search Records, go to <https://www.sam.gov>.

It is also highly recommended that you renew your account prior to the expiration date. **SAM information must be active and up-to-date, and should be updated at least every 12 months to remain active (for both recipients and sub-recipients).** Once you update your record in SAM, it will take 48 to 72 hours to complete the validation processes. **Grants.gov rejects electronic submissions from applicants with expired registrations.**

If your SAM account expires, the renewal process requires the same validation with IRS and DoD (Cage Code) as a new account requires. The renewal process can take up to one month.

1.3 Grants.gov Registration

[Grants.gov](#) is an online portal for submitting federal grant applications. It requires a one-time registration in order to submit applications. While Grants.gov registration is a one-time only registration process, it consists of multiple sub-registration processes (i.e., DUNS number and SAM registrations) before you can submit your application. [Note: eRA Commons registration is separate].

You can register to obtain a Grants.gov username and password at <http://www.grants.gov/web/grants/register.html>.

If you have already completed Grants.gov registration and ensured your Grants.gov and SAM accounts are up-to-date and/or renewed, please skip this section and focus on the eRA Commons registration steps noted below. If this is your first time submitting an application through Grants.gov, registration information can be found at the Grants.gov “[Applicants](#)” tab.

The person submitting your application must be properly registered with Grants.gov as the Authorized Organization Representative (AOR) for the specific DUNS number cited on the SF-424 (first page). See the Organization Registration User Guide for details at the following Grants.gov link: <http://www.grants.gov/web/grants/applicants/organization-registration.html>.

1.4 eRA Commons Registration

eRA Commons is an online interface managed by NIH that allows applicants, recipients, and federal staff to securely share, manage, and process grant-related information. Organizations applying for SAMHSA funding must register in eRA Commons. This is a one-time registration, separate from Grants.gov registration. In addition to the organization registration, Business Officials and Program Directors listed as key personnel on SAMHSA applications must have an account in eRA Commons and receive a Commons ID in order to have access to electronic submission and retrieval of application/grant information. It is strongly recommended that you start the eRA Commons registration process **at least six (6) weeks** prior to the application due date. **If your organization is not registered and does not have an active eRA Commons PI account by the deadline, the application will not be accepted.**

For organizations registering with eRA Commons for the first time, either the Authorized Organization Representative (AOR) from the SF-424 or the Business Official (BO) from the HHS Checklist must complete the online [Institution Registration Form](#). Instructions on how to complete the online Institution Registration Form is provided on the eRA Commons Online Registration Page.

[Note: You must have a valid and verifiable DUNS number to complete the eRA Commons registration.]

After the organization's representative (AOR or BO) completes the online Institution Registration Form and clicks Submit, the eRA Commons will send an e-mail notification from era-notify@mail.nih.gov with the link to confirm the email address. Once the e-mail address is verified, the registration request will be reviewed and confirmed via email. If your request is denied, the representative will receive an email detailing the reason for the denial. If the request is approved, the representative will receive an email with a Commons User ID for the Signing Official account ('SO' role). The representative will receive a separate email pertaining to this SO account containing its temporary password used for first-time log in. The representative will need to log into Commons with the temporary password, at which time the system will provide prompts to change the temporary password to one of their choosing. Once the designated contact Signing Official (SO) signs the registration request, the organization will be active in Commons. The Signing Official can then create additional accounts for the organization as needed. Organizations can have multiple user accounts with the SO role, and any user with the SO role will be able to create and maintain additional accounts for the organization's staff, including accounts for those designated as Program Directors (PI role) and other Business Officials (SO role).

Important: The eRA Commons requires organizations to identify at least one SO, who can be either the AOR from the SF-424 or the BO from the HHS Checklist, and at least one Program Director/Principal Investigator (PD/PI) account in order to submit an application. The primary SO must create the account for the PD/PI listed as the PD/PI role on the HHS Checklist assigning that person the ‘PI’ role in Commons. Note that you must enter the PD/PI’s Commons Username into the ‘Applicant Identifier’ field of the SF-424 document.

You can find additional information about the eRA Commons registration process at https://era.nih.gov/reg_accounts/register_commons.cfm.

2. APPLICATION COMPONENTS

You must complete your application using eRA ASSIST, Grants.gov Workspace or another system to system (S2S) provider. You will also need to go to the SAMHSA website to download the required documents you will need to apply for a SAMHSA grant or cooperative agreement.

2.1 Additional Documents for Submission (SAMHSA Website)

You will find additional materials you will need to complete your application on the SAMHSA website at <http://www.samhsa.gov/grants/applying/forms-resources>.

For a **full list of required application components**, refer to [Section II-3.1, Required Application Components](#).

3. WRITE AND COMPLETE APPLICATION

After downloading and retrieving the required application components and completing the registration processes, it is time to write and complete your application. All files uploaded with the Grants.gov application **MUST** be in **Adobe PDF** file format. Directions for creating PDF files can be found on the Grants.gov website. Please see [Appendix B](#) for all application formatting and validation requirements. **Applications that do not comply with these requirements will be screened out and will not be reviewed.**

SAMHSA strongly encourages you to sign up for Grants.gov email notifications regarding this FOA. If the FOA is cancelled or modified, individuals who sign up with Grants.gov for updates will be automatically notified.

3.1 Required Application Components

Standard Application Components

Applications must include the following required application components listed in the table below. This table consists of a full list of standard application components, a description of each required component, and its source for application submission.

#	Standard Application Components	Description	Source
1	SF-424 (Application for Federal Assistance) Form	This form must be completed by applicants for all SAMHSA grants and cooperative agreements.	ASSIST, Workspace, or other S2S provider
2	SF-424 A (Budget Information – Non-Construction Programs) Form	Use SF-424A. Fill out Sections A, B, D and E of the SF-424A. Section C should only be completed if applicable. It is highly recommended that you use the sample budget format in the FOA.	ASSIST, Workspace, or other S2S provider
3	HHS Checklist Form	The HHS Checklist ensures that you have obtained the proper signatures, assurances, and certifications. You are not required to complete the entire form, but please include the top portion of the form (Type of Application) indicating if this is a new, noncompeting continuation, competing continuation, or supplemental application; the Business Official and Program Director/Project Director/Principal Investigator contact information (Part C); and your organization's nonprofit status (Part D, if applicable). All SAMHSA Notices of Award (NoAs) will be emailed by SAMHSA via NIH's eRA Commons to the Project Director/Principal Investigator (PD/PI), and Signing Official/Business Official (SO/BO).	ASSIST, Workspace, or other S2S provider
4	Project/Performance Site Location(s) Form	The purpose of this form is to collect location information on the site(s) where work funded under this grant announcement will be performed.	ASSIST, Workspace, or other S2S provider
5	Project Abstract Summary	Your total abstract must not be longer than 35 lines. It should include the project name, population(s) to be served (demographics and clinical characteristics), strategies/interventions, project goals and measurable objectives, including the number of people to be served annually and throughout the lifetime of the project, etc. In the first five lines or less of your abstract, write a summary of your project that can be used, if your project is funded, in publications, reports to Congress, or press releases.	ASSIST, Workspace, or other S2S provider
6	Project Narrative Attachment	The Project Narrative describes your project. The application must address how your organization will implement and meet the goals and objectives of the program. You must attach the Project Narrative file (Adobe PDF format only) inside the Project Narrative	ASSIST, Workspace, or other S2S provider

#	Standard Application Components	Description	Source
		Attachment Form.	
7	Budget Justification and Narrative Attachment	You must include a detailed Budget Narrative in addition to the Budget Form SF-424A. In preparing the budget, adhere to any existing federal grantor agency guidelines which prescribe how and whether budgeted amounts should be separately shown for different functions or activities within the program. The budget justification and narrative must be submitted as file BNF when you submit your application into Grants.gov	ASSIST, Workspace, or other S2S provider
8	SF-424 B (Assurances for Non-Construction) Form	You must read the list of assurances provided on the SAMHSA website and check the box marked 'I Agree' before signing the first page (SF-424) of the application.	SAMHSA Website
9	Disclosure of Lobbying Activities (SF-LLL) Form	Federal law prohibits the use of appropriated funds for publicity or propaganda purposes or for the preparation, distribution, or use of the information designed to support or defeat legislation pending before Congress or state legislatures. You must sign and submit this form, if applicable.	ASSIST, Workspace, or other S2S provider
10	Other Attachments Form	Refer to the Supporting Documents below. Use the Other Attachments Form to attach all required additional/supporting documents listed in the table below.	ASSIST, Workspace, or other S2S provider

Supporting Documents

In addition to the Standard Application Components listed above, the following supporting documents are necessary for the review of your application. Supporting documents must be attached to your application. **For each of the following application components, attach each document (Adobe PDF format only) using the Other Attachments Form in ASSIST, Workspace, or other S2S provider.**

#	Supporting Documents	Description	Source
1	HHS 690 Form	Every grant applicant must have a completed HHS 690 form (PDF 291 KB) on file with the Department of Health and Human Services.	SAMHSA Website

2	Charitable Choice Form SMA 170	See Section IV-1 of the FOA to determine if you are required to submit Charitable Choice Form SMA 170. If you are, you can upload this form to Grants.gov when you submit your application.	SAMHSA Website
3	Biographical Sketches and Job Descriptions	See Appendix F of this document for additional instructions for completing these sections.	Appendix F of this document.
4	Confidentiality and SAMHSA Participant Protection/Human Subjects	See the FOA or requirements related to confidentiality, participant protection, and the protection of human subject's regulations.	FOA: See Appendix C
5	Additional Documents in the FOA	The FOA will indicate the attachments you need to include in your application.	FOA: Section IV-1.

4. SUBMIT APPLICATION

4.1 Electronic Submission (eRA ASSIST, Grants.gov Workspace, or other S2S provider)

After completing all required registration and application requirements, SAMHSA requires applicants to **electronically submit** using eRA ASSIST, Grants.gov Workspace or another system to system (S2S) provider. Information on each of these options is below:

- 1) **ASSIST** – The Application Submission System and Interface for Submission Tracking (ASSIST) is an NIH sponsored online interface used to prepare applications using the SF424 form set, submit electronically through Grants.gov to SAMHSA and other participating agencies, and track grant applications.
[Note: ASSIST requires an eRA Commons ID to access the system]
- 2) **Grants.gov Workspace** – You can use the shared, online environment of the Grants.gov Workspace to collaboratively work on different forms within the application.

The specific actions you need to take to submit your application will vary by submission method as listed above. The steps to submit your application are as follows:

To submit to Grants.gov using ASSIST: [eRA Modules, User Guides, and Documentation | Electronic Research Administration \(eRA\)](#)

To submit to Grants.gov using the Grants.gov Workspace:

<http://www.grants.gov/web/grants/applicants/workspace-overview.html>

Regardless of the option you use, your application will be subject to the same registration requirements, completed with the same data items, routed through Grants.gov, validated against the same agency business rules, assembled in a consistent format for review consideration, and tracked in eRA Commons. All applications that are successfully submitted must be validated by Grants.gov before proceeding to the NIH eRA Commons system and validations.

On-time submission requires that electronic applications be error-free and made available to SAMHSA for processing from the NIH eRA system on or before the application due date and time. Applications must be submitted to and validated successfully by Grants.gov and eRA Commons no later than **11:59 PM** Eastern Time on the application due date.

You are strongly encouraged to allocate additional time prior to the submission deadline to submit your application and to correct errors identified in the validation process. You are also encouraged to check the status of your application submission to determine if the application is complete and error-free.

If you encounter problems when submitting your application in Grants.gov, you must attempt to resolve them by contacting the Grants.gov Service Desk at the following:

- By e-mail: support@grants.gov
- By phone: (toll-free) 1-800-518-4726 (1-800-518-GRANTS). The Grants.gov Contact Center is available 24 hours a day, 7 days a week, excluding federal holidays.

Make sure you receive a case/ticket/reference number that documents the issues/problems with Grants.gov.

Additional support is also available from the NIH eRA Service desk at:

- By e-mail: <http://grants.nih.gov/support/index.html>
- By phone: 301-402-7469 or (toll-free) 1-866-504-9552. The NIH eRA Service desk is available Monday – Friday, 7 a.m. to 8 p.m. Eastern Time, excluding federal holidays.

If you experience problems accessing or using ASSIST (see below), you can:

- Access the ASSIST Online Help Site at: <https://era.nih.gov/erahelp/assist/>
- Or contact the NIH eRA Service Desk

SAMHSA highly recommends that you submit your application 24-72 hours before the submission deadline. Many submission issues can be fixed within that time and you can attempt to re-submit.

4.2 Waiver of Electronic Submission

SAMHSA will not accept paper applications except under very special circumstances. If you need special consideration, SAMHSA must approve the waiver of this requirement in advance.

If you do not have the technology to apply online, or your physical location has no Internet connection, you may request a waiver of electronic submission. You must send a written request to the Division of Grant Review at least 15 calendar days before the application's due date.

Direct any questions regarding the submission waiver process to the Division of Grant Review at 240-276-1199.

5. AFTER SUBMISSION

5.1 System Validations and Tracking

After you complete and comply with all registration and application requirements and submit your application, the application will be validated by Grants.gov. You will receive a notification that your application is being processed. You will receive two additional e-mails from Grants.gov within the next 24-48 hours (one notification email will confirm receipt of the application in Grants.gov, and the other notification email will indicate that the application was either successfully validated by the Grants.gov system or rejected due to errors). It is important that you retain this Grants.gov tracking number. **Receipt of the Grants.gov tracking number is the only indication that Grants.gov has successfully received and validated your application. If you do not receive a Grants.gov tracking number, you may want to contact the Grants.gov help desk for assistance (see resources for assistance in [4.1](#)).**

If Grants.gov identifies any errors and rejects your application with a “Rejected with Errors” status, you must address all errors and submit again. If no problem is found, Grants.gov will allow the eRA system to retrieve the application and check it against its own agency business rules (eRA Commons Validations). If you use ASSIST to complete your application, you are able to validate your application and fix errors before submission.

After you successfully submit your application through Grants.gov, your application will go through eRA Commons validations. You must check your application status in eRA Commons. You must have an eRA Commons ID in order to have access to electronic submission and retrieval of application/grant information.

If no errors are found, the application will be assembled in the eRA Commons. At this point, you can view your application in eRA commons. It will then be forwarded to SAMHSA as the receiving institution for further review. If errors are found, you will receive a System Error and/or Warning notification regarding the problems found in the application. You must take action to make the required corrections, and re-submit the application through Grants.gov before the application due date and time.

You are responsible for viewing and tracking your applications in the eRA Commons after submission through Grants.gov to ensure accurate and successful submission. Once you are able to access your application in the eRA Commons, be sure to review it carefully as this is what reviewers will see.

5.2 eRA Commons: Warning vs. Error Notifications

You may receive a System Warning and/or Error notification after submitting an application. Take note that there is a distinction between System Errors and System Warnings.

Warnings – If you receive a Warning notification after the application is submitted, you are not required to resubmit the application. The reason for the Warning will be identified in the notification. It is at your discretion to choose to resubmit, but if the application was successfully received, it does not require any additional action.

Errors – If you receive an Error notification after the applications is submitted, you must correct and resubmit the application. The word Error is used to characterize any condition which causes the application to be deemed unacceptable for further consideration.

5.3 System or Technical Issues

If you encounter a system error that prevents you from completing the application submission process on time, the BO from your organization will receive an email notification from eRA Commons. SAMHSA highly recommends contacting the eRA Service Desk and submitting a web ticket to document your good faith attempt to submit your application, and determining next steps. See [4.1](#) for more information on contacting the eRA Service Desk.

5.4 Resubmitting a Changed/Corrected Application

If SAMHSA does not receive your application by the application due date as a result of a failure in the SAM, Grants.gov, or NIH's eRA Commons systems, you must contact the Division of Grant Review within **one business day after the official due date at: dgr.applications@samhsa.hhs.gov** and provide the following:

- A case number or email from SAM, Grants.gov, and/or NIH's eRA system that allows SAMHSA to obtain documentation from the respective entity for the cause of the error.

SAMHSA will consider the documentation to determine if you followed Grants.gov and NIH's eRA requirements and instructions, met the deadlines for processing paperwork within the recommended time limits, met FOA requirements for submission of electronic applications, and made no errors that caused submission through Grants.gov or NIH's eRA to fail. No exceptions for submission are allowed when user error is involved. Please note that system errors are extremely rare.

[Note: When resubmitting an application, please ensure that the **Project Title is identical to the Project Title in the originally submitted application** (i.e., no extra spacing) as the Project Title is a free-text form field.]

Appendix B - Formatting Requirements and System Validation

1. SAMHSA FORMATTING REQUIREMENTS

SAMHSA's goal is to review all applications submitted for grant funding. However, this goal must be balanced against SAMHSA's obligation to ensure equitable treatment of applications. For this reason, SAMHSA has established certain formatting requirements for its applications. See below for a list of formatting requirements required by SAMHSA:

- Text must be legible. Pages must be typed in black, single-spaced, using a font of Times New Roman 12, with all margins (left, right, top, bottom) at least one inch each. You may use Times New Roman 10 only for charts or tables.
- You must submit your application and all attached documents in Adobe PDF format or your application will not be forwarded to eRA Commons and will not be reviewed.
- To ensure equity among applications, page limits for the Project Narrative cannot be exceeded.
- Black print should be used throughout your application, including charts and graphs (no color).
- The page limits for Attachments stated in the FOA: Section IV-1 should not be exceeded.

If you are submitting more than one application under the same announcement number, you must ensure that the Project Title in Field 15 of the SF-424 is unique for each submission.

2. GRANTS.GOV FORMATTING AND VALIDATION REQUIREMENTS

- Grants.gov allows the following list of UTF-8 characters when naming your attachments: A-Z, a-z, 0-9, underscore, hyphen, space, and period. Other UTF-8 characters should not be used as they will not be accepted by NIH's eRA Commons, as indicated in item #10 in the table below.
- Scanned images must be scanned at 150-200 dpi/ppi resolution and saved as a PDF file. Using a higher resolution setting or different file type will result in a larger file size, which could result in rejection of your application.
- Any files uploaded or attached to the Grants.gov application must be PDF file format and must contain a valid file format extension in the filename. In

addition, the use of compressed file formats such as ZIP, RAR or Adobe Portfolio will not be accepted.

3. eRA COMMONS FORMATTING AND VALIDATION REQUIREMENTS

The following table is a list of formatting requirements and system validations required by eRA Commons and will result in errors if not met. The application must be 'error free' to be processed through the eRA Commons. There may be additional validations which will result in Warnings but these will not prevent the application from processing through the submission process.

If you do not adhere to these requirements, you will receive an email notification from era-notify@mail.nih.gov to take action and adhere to the requirements so that your application can be processed successfully. It is highly recommended that you submit your application 24-72 hours before the submission deadline to allow for sufficient time to correct errors and resubmit the application. If you experience any system validation or technical issues after hours on the application due date, contact the eRA Service Desk and submit a Web ticket to document your good-faith attempt to submit your application.

#	eRA Validations	Action if the Validation is not met
1	Applicant Identifier: The Commons Username provided in the PD/PI Credential field for the PD/PI must be valid and affiliated with the organization (matching on the Org Primary DUNS).	If the PD/PI Credentials are not provided, the applicant will receive the following error message from eRA Commons: "The Commons Username must be provided in the Applicant Identifier field for the PD/PI." If the Username provided is not a valid Commons account, the applicant will receive the following error message from eRA Commons: "The Commons Username provided in the Applicant Identifier is not a recognized Commons account." If the Username is not affiliated with the organization submitting the application and have the PI role, the applicant will receive the following error message from eRA Commons: "The Commons account provided in the Applicant Identifier field for the PD/PI is either not affiliated with the applicant organization or does not hold the PI role. Check with your Commons Account Administrator to make sure your account affiliation and roles are set-up correctly."

#	eRA Validations	Action if the Validation is not met
2	DUNS numbers: The DUNS number provided on any forms must have valid characters (9 or 13 numbers with or without dashes).	If the DUNS number provided has invalid characters (other than 9 or 13 numbers) after stripping of dashes, the applicant will receive the following error message from eRA Commons: “The DUNs number for <insert form name > is not in the valid format of DUNS or DUNS+4 number (DUNS should be 9 or 13 digits; no letters or special characters).”
3	Submit required documentation for the FOA.	If you do not submit the documentation (forms) required for the FOA, the applicant will receive the following error message from eRA Commons: “The format of the application does not match the format of the FOA. Please contact the eRA Service Desk for assistance.”
4	Check the “Changed/Corrected Application” box in the SF424 form after making changes/corrections to resubmit an application. Refer to <u>Section II-5.4</u> for more information on resubmission criteria.	If you change or correct an error in your application, but do not select “Changed/Corrected”, any subsequent submissions for the same FOA will result in an error, and the applicant will receive the following error message from eRA Commons: “This application has been identified as a duplicate of a previous submission. The ‘Type of Submission’ should be set to Changed/Corrected if you are addressing errors/warnings.”
5	Applications cannot be larger than 1.2GB	If the application exceeds 1.2GB, the applicant will receive the following error message from eRA Commons: “The application did not follow the agency-specific size limit of 1.2 GB. Please resize the application to be no larger than 1.2GB before submitting.”
6	The Funding Opportunity Announcement (FOA) number must exist.	If you enter an FOA number that does not exist, the applicant will receive the following error message from eRA Commons: “The Funding Opportunity Announcement number does not exist.”
7	All documents and attachments must be in PDF format.	If you submit attachments which are not in PDF format, the applicant will receive the following error message from eRA Commons: “The <attachment> attachment is not in PDF format. All attachments must be provided to the agency in PDF format with a .pdf extension. Help with PDF attachments can be found at http://grants.nih.gov/grants/ElectronicReceipt/pdf_guidelines.htm .”

#	eRA Validations	Action if the Validation is not met
8	All attachments should comply with the following formatting requirement: <ul style="list-style-type: none"> ○ PDF attachments cannot be empty (0 bytes). 	If you submit attachments which do not comply with the stated formatting requirement, the applicant will receive the following error message from eRA Commons: <p>“The {attachment} attachment was empty. PDF attachments cannot be empty, password protected or encrypted. Please submit a changed/corrected application with the correct PDF attachment. Help with PDF attachments can be found at http://grants.nih.gov/grants/ElectronicReceipt/pdf_guidelines.htm. ”</p>
9	All attachments should comply with the following formatting requirement: <ul style="list-style-type: none"> ○ PDF attachments cannot have Meta data missing, cannot be encrypted, password protected or secured documents. 	If you submit attachments which do not comply with the stated formatting requirement, the applicant will receive the following error message from eRA Commons: <p>“The <attachment> attachment contained formatting or features not currently supported by NIH: <condition returned>. Help with PDF attachments can be found at http://grants.nih.gov/grants/ElectronicReceipt/pdf_guidelines.htm. ”</p>
10	All attachments should comply with the following formatting requirement: <ul style="list-style-type: none"> ○ Size of PDF attachments cannot be larger than 8.5 x 11 inches (horizontally or vertically). <p>[Note: It is recommended that you limit the size of attachments to 35 MB.]</p>	If you submit attachments that do not comply with the stated formatting requirement, the applicant will receive the following error message from eRA Commons: <p>“Filename <file> cannot be larger than U.S. standard letter paper size of 8.5 x 11 inches. See the PDF guidelines at http://grants.nih.gov/grants/ElectronicReceipt/pdf_guidelines.htm for additional information.”</p>
11	All attachments should comply with the following formatting requirement: <ul style="list-style-type: none"> ○ PDF attachments should have a valid file name. Valid file names must include the following UTF-8 characters: A-Z, a-z, 0-9, underscore (_), hyphen (-), space, period. 	If you submit attachments which do not comply with the stated formatting requirement, the applicant will receive the following error message from eRA Commons: <p>“The <attachment> attachment filename is invalid. Valid filenames may only include the following characters: A-Z, a-z, 0-9, underscore (_), hyphen (-), space, or period. No special characters (including brackets) can be part of the filename.”</p>

#	eRA Validations	Action if the Validation is not met
12	The contact person's email in the SF-424 Section F, must contain a '@', with at least 1 and at most 64 chars preceding and following the '@'. Control characters (ASCII 0 through 31 and 127), spaces and special chars < > () [] \ , ; : are not valid.	If the contact person's email address does not comply with the stated formatting requirement, the applicant will receive the following error message from eRA Commons: "The submitted e-mail address for the person to be contacted {email address}, is invalid. Must contain a '@', with at least 1 and at most 64 chars preceding and following the '@'. Control characters (ASCII 0 through 31 and 127), spaces and special chars < > () [] \ , ; : are not valid."
13	Congressional district code of applicant (after truncating) must be valid. [Note: Applies to form SF-424, items 16a and 16b]	If the Congressional district code of the applicant is not valid, the applicant will receive the following error message from eRA Commons: "Congressional district <Congressional District> is invalid. To locate your district, visit http://www.house.gov/ "
14	Authorized Representative email must contain a '@', with at least 1 and at most 60chars preceding and following the '@'. Control characters (ASCII 0 through 31 and 127), spaces and special chars < > () [] \ , ; : are not valid.	If the Authorized Representative email address does not comply with the stated formatting requirement, the applicant will receive the following error message from eRA Commons: "Must contain a '@', with at least 1 and at most 64 chars preceding and following the '@'. Control characters (ASCII 0 through 31 and 127), spaces and special chars < > () [] \ , ; : are not valid. The Person to be contacted email address also provided on the SF 424 will be used instead."
15	Budget Validations	If the budget form fields below do not comply with the form guidelines, the applicant will receive the following error message from eRA Commons:
16	SF424-A: Section A – Budget Summary There are total fields at the end of rows or at the bottom of columns that must equal the sum of the elements for that row or column	Ensure that the sum of Grant Program Function or Activity (a) elements entered equals the total amounts in the Total field
17	SF424-A: Section B – Budget Categories The TOTALS Total in Column 5 - Row k does not equal to SECTION A – Budget Summary: 5.Totals Total (g).	Ensure that the TOTALS Total (row k, column 5) equals the Budget Summary Totals in section A, row 5 column g.
18	SF424-A: Section D – Forecasted	

#	eRA Validations	Action if the Validation is not met
	<p>Cash Needs</p> <p>The Federal amount for the 1st Year sum does not equal to Section A Total for 1st Year Federal Totals</p> <p>The Non-Federal Total for 1st Year sum does not equal to Estimated Unobligated Funds Non-Federal Totals (d-5) + New or Revised Budget Non-Federal Totals (f-5)</p> <p>The Total for 1st Year TOTAL in Section D does not equal to the Totals Total (Column 5, Row G) in Section A</p>	<p>Ensure that the Federal Total for 1st year, in Section D-Forecasted Needs equals the Section A, New or Revised Budget Federal Totals (e-5) amount.</p> <p>Ensure that the Non-Federal Total for 1st year equals the sum of Estimated Unobligated Funds Non-Federal Totals (d-5) and New or Revised Budget Non-Federal Totals (f-5) on Section A.</p> <p>Ensure that the Forecasted Cash Needs: 15. TOTAL equals to SECTION A – Budget Summary: 5.Totals Total (g).</p>
19	<p>SF424-A: Section E – Budget Estimates Of Federal Funds Needed For Balance of The project</p> <p>The number of budget years/periods does not match the span of the project</p>	Ensure that the project period years on the SF 424 block 17 matches the provided budget periods in the SF 424 A. Enter data for the first budget period in Section D and enter future budget periods in Section E. Please refer to agency guidance if applicable.

Appendix C – Confidentiality and SAMHSA Participant Protection/Human Subjects Guidelines

Confidentiality and Participant Protection:

It is important to have safeguards protecting individuals from risks associated with their participation in SAMHSA projects. **All applicants (including those who plan to obtain Institutional Review Board (IRB) approval) must address the elements below.** If some elements are not applicable to the proposed project, explain why the element(s) is not applicable. In addition to addressing these elements, you will need to determine if the section below titled “Protection of Human Subjects Regulations” applies to your project. If so, you must submit the required documentation as described below. There are no page limits for this section.

1. Protect Clients and Staff from Potential Risks

- Identify and describe the foreseeable physical, medical, psychological, social and legal risks or potential adverse effects **participants** may be exposed to as a result of the project.
- Identify and describe the foreseeable physical, medical, psychological, social and legal risks or potential adverse effects **staff** may be exposed to as a result, of the project.
- Describe the procedures you will follow to minimize or protect participants and staff against potential risks, including risks to confidentiality.
- Identify your plan to provide guidance and assistance in the event there are adverse effects to participants and staff.

2. Fair Selection of Participants

- Explain how you will recruit and select participants.
- Identify any individuals in the geographic catchment area where services will be delivered who will be excluded from participating in the project and explain the reasons for this exclusion.

3. Absence of Coercion

- If you plan to compensate participants, state how participants will be awarded incentives (e.g., gift cards, bus passes, gifts, etc.) If you have included funding for incentives in your budget, you **must** address this item. (A recipient or treatment or prevention provider may provide up to \$30 non-cash incentive to individuals to participate in required data collection follow up. This amount may be paid for participation in each required follow up interview.)

- Provide justification that the use of incentives is appropriate, judicious and conservative and that incentives do not provide an “undue inducement” that removes the voluntary nature of participation.
- Describe how you will inform participants that they may receive services even if they chose to not participate in or complete the data collection component of the project.

4. Data Collection

- Identify from whom you will collect data (e.g., from participants themselves, family members, teachers, others).
- Describe the data collection procedures and specify the sources for obtaining data (e.g., school records, interviews, psychological assessments, questionnaires, observation or other sources). Identify what type of specimens (e.g., urine, blood) will be used, if any. State if the specimens will be used for purposes other than evaluation.
- In **Attachment 2**, “Data Collection Instruments/Interview Protocols,” you **must** provide copies of all available data collection instruments and interview protocols that you plan to use (unless you are providing the web link to the instrument(s)/protocol(s)).

5. Privacy and Confidentiality

- Explain how you will ensure privacy and confidentiality. Describe:
 - Where data will be stored.
 - Who will have access to the data collected.
 - How the identity of participants will be kept private, for example, through the use of a coding system on data records, limiting access to records, or storing identifiers separately from data.

NOTE: Recipients must maintain the confidentiality of alcohol and drug abuse client records according to the provisions of **Title 42 of the Code of Federal Regulations, Part II**.

6. Adequate Consent Procedures

- Include, as appropriate, sample consent forms that provide for: (1) informed consent for participation in service intervention; (2) informed consent for participation in the data collection component of the project; and (3) informed consent for the exchange (releasing or requesting) of confidential information. The sample forms must be included in **Attachment 3, “Sample Consent Forms”**, of your application. If needed, give English translations.

- Explain how you will obtain consent for youth, the elderly, people with limited reading skills, and people who do not use English as their first language. Describe how the consent will be documented. For example: Will you read the consent forms? Will you ask prospective participants questions to be sure they understand the forms? Will you give them copies of what they sign?

NOTE: Never imply that the participant waives or appears to waive any legal rights, may not end involvement with the project, or releases your project or its agents from liability for negligence.

7. Risk/Benefit Discussion

- Discuss why the risks you have identified in element **1. (Protect Clients and Staff from Potential Risks)** are reasonable compared to the anticipated benefits to participants involved in the project.

Protection of Human Subjects Regulations

SAMHSA expects that most recipients funded under this announcement will not have to comply with the Protection of Human Subjects Regulations (45 CFR 46), which requires Institutional Review Board (IRB) approval. However, in some instances, the applicant's proposed project may meet the regulation's criteria for research involving human subjects. Although IRB approval is not required at the time of award, you are required to provide the documentation below prior to enrolling participants into your project.

In addition to the elements above, applicants whose projects must comply with the Human Subjects Regulations must:

- Describe the process for obtaining IRB approval for your project.
- Provide documentation that an Assurance of Compliance is on file with the Office for Human Research Protections (OHRP).
- Provide documentation that IRB approval has been obtained for your project prior to enrolling participants.

General information about Human Subjects Regulations can be obtained through OHRP at <http://www.hhs.gov/ohrp> or (240) 453-6900. SAMHSA-specific questions should be directed to the program contact listed in Section VII of this announcement.

Appendix D – Developing Goals and Measurable Objectives

To be able to effectively evaluate your project, it is critical that you develop realistic goals and measurable objectives. This appendix provides information on developing goals and objectives. It also provides examples of well-written goals and measurable objectives.

GOALS

Definition – a goal is a broad statement about the long-term expectation of what should happen as a result of your program (the desired result). It serves as the foundation for developing your program objectives. Goals should align with the statement of need that is described. Goals should only be one sentence.

The characteristics of effective goals include:

- Goals address outcomes, not how outcomes will be achieved;
- Goals describe the behavior or condition in the community expected to change;
- Goals describe who will be affected by the project;
- Goals lead clearly to one or more measurable results; and
- Goals are concise.

Examples

Unclear Goal	Critique	Improved Goal
Increase the substance abuse and HIV/AIDS prevention capacity of the local school district	This goal could be improved by <i>specifying an expected program effect in reducing a health problem</i>	Increase the capacity of the local school district to reduce high-risk behaviors of students that may contribute to substance abuse and/or HIV/AIDS
Decrease the prevalence of marijuana, alcohol, and prescription drug use among youth in the community by increasing the number of schools that implement effective policies, environmental change, intensive training of teachers, and educational approaches to address high-risk behaviors, peer pressure, and tobacco use.	This goal is not concise	Decrease youth substance use in the community by implementing evidence-based programs within the school district that address behaviors that may lead to the initiation of use.

OBJECTIVES

Definition – Objectives describe the results to be achieved and the manner in which they will be achieved. Multiple objectives are generally needed to address a single goal. Well-written objectives help set program priorities and targets for progress and

accountability. It is recommended that you avoid verbs that may have vague meanings to describe the intended outcomes, like “understand” or “know” because it may prove difficult to measure them. Instead, use verbs that document action, such as: “By the end of 2019, 75% of program participants will be *placed* in permanent housing.”

In order to be effective, objectives should be clear and leave no room for interpretation. **SMART** is a helpful acronym for developing objectives that are ***specific, measurable, achievable, realistic, and time-bound***:

Specific – Includes the “who” and “what” of program activities. Use only one action verb to avoid issues with measuring success. For example, “Outreach workers will administer the HIV risk assessment tool to at least 100 injection drug users in the population of focus” is a more specific objective than “Outreach workers will use their skills to reach out to drug users on the street.”

Measurable – How much change is expected. It must be possible to count or otherwise quantify an activity or its results. It also means that the source of and mechanism for collecting measurement data can be identified and that collection of the data is feasible for your program. A baseline measurement is required to document change (e.g., to measure the percentage of increase or decrease). If you plan to use a specific measurement instrument, it is recommended that you incorporate its use into the objective. Example: By 9/18 increase by 10% the number of 8th, 9th, and 10th grade students who disapprove of marijuana use as measured by the annual school youth survey.

Achievable – Objectives should be attainable within a given time frame and with available program resources. For example, “The new part-time nutritionist will meet with seven teenage mothers each week to design a complete dietary plan” is a more achievable objective than “Teenage mothers will learn about proper nutrition.”

Realistic – Objectives should be within the scope of the project and propose reasonable programmatic steps that can be implemented within a specific time frame. For example, “Two ex-gang members will make one school presentation each week for two months to raise community awareness about the presence of gangs” is a more realistic objective than “Gang-related violence in the community will be eliminated.”

Time-bound – Provide a time frame indicating when the objective will be measured or a time by when the objective will be met. For example, “Five new peer educators will be recruited by the second quarter of the first funding year” is a better objective than “New peer educators will be hired.”

Examples:

Non-SMART Objective	Critique	SMART Objective
Teachers will be trained on the selected evidence-based substance abuse prevention curriculum.	The objective is not SMART because it is not <i>specific</i> , <i>measurable</i> , or <i>time-bound</i> . It can be made SMART by <i>specifically</i> indicating who is responsible for training the teachers, how many will be trained, who they are, and by when the trainings will be conducted.	<i>By June 1, 2019, LEA supervisory staff</i> will have trained <i>75% of health education</i> teachers <i>in the local school district</i> on the selected, evidence-based substance abuse prevention curriculum.
90% of youth will participate in classes on assertive communication skills.	This objective is not SMART because it is not <i>specific</i> or <i>time-bound</i> . It can be made SMART by indicating <i>who</i> will conduct the activity, <i>by when</i> , and <i>who</i> will participate in the lessons on assertive communication skills.	By the <i>end of the 2019 school year, district health educators</i> will have conducted classes on assertive communication skills for 90% of youth <i>in the middle school</i> receiving the <i>substance abuse and HIV prevention curriculum</i> .
Train individuals in the community on the prevention of prescription drug/opioid overdose-related deaths.	This objective is not SMART as it is not <i>specific</i> , <i>measurable</i> or <i>time-bound</i> . It can be made SMART by specifically indicating <i>who</i> is responsible for the training, <i>how many</i> people will be trained, <i>who</i> they are, and by <i>when</i> the training will be conducted.	<i>By the end of year two of the project, the Health Department</i> will have trained <i>75% of EMS staff in the County Government</i> on the selected curriculum addressing the prevention of prescription drug/opioid overdose-related deaths.

Appendix E – Developing the Plan for Data Collection, Performance Assessment, and Quality Improvement

Information in this Appendix should be taken into consideration when developing a response for criteria in Section D.

Data Collection:

In describing your plan for data collection, consider addressing the following points:

- The electronic data collection software that will be used;
- How often data will be collected;
- The organizational processes that will be implemented to ensure the accurate and timely collection and input of data;
- The staff that will be responsible for collecting and recording the data;
- The data source/data collection instruments that will be used to collect the data;
- How well the data collection methods will take into consideration the language, norms and values of the population(s) of focus;
- How will the data be kept secure;
- If applicable, how will the data collection procedures ensure that confidentiality is protected and that informed consent is obtained; and
- If applicable, how data will be collected from partners, sub-awardees.

It is not necessary to provide information related to data collection and performance measurement in a table but the following samples may give you some ideas about how to display the information.

Table 1 provides an example of how information for the required performance measures could be displayed.

Table 1

Performance Measures	Data Source	Data Collection Frequency	Responsible Staff for Data Collection	Method of Data Analysis

Table 2 provides an example of how information could be displayed for the data that will be collected to measure the objectives that are included in B.1

Table 2

Objective	Data Source	Data Collection Frequency	Responsible Staff for Data Collection	Method of Data Analysis
Objective 1.a				
Objective 1.b				

Data Management, Tracking, Analysis, and Reporting:

Points to consider:

Data management:

- How data will be protected, including information about who will have access to data;
- How will data be stored.

Data tracking:

- The staff member who will be responsible for tracking the performance measures and measurable objectives.

Data analysis:

- Who will be responsible for conducting the data analysis, including the role of the Evaluator;
- What data analysis methods will be used.

Data reporting:

- Who will be responsible for completing the reports;
- How will the data be reported to staff, stakeholders, SAMHSA, Advisory Board, and other relevant project partners.

Performance Assessment:

Points to consider:

- Information on how frequently performance data will be reviewed;
- How you will use this data to monitor and evaluate activities and processes and to assess the progress that has been made achieving the goals and objectives; and
- Who will be responsible for conducting the performance assessment.

Quality Improvement:

Points to consider:

- If applicable, the QI model that will be used;
- How will the QI process be used to track progress;
- The staff members who will be responsible for overseeing these processes;
- How you will implement any needed changes in project implementation and/or project management;
 - What decision-making processes will be used;
 - When and by whom will decisions be made concerning project improvement;
 - What are the thresholds for determining that changes need to be made;
- Will the Advisory Board have a role in the QI process; and
- How will the changes be communicated to staff and/or partners/sub-awardees.

Appendix F – Biographical Sketches and Position Descriptions

Include position descriptions for the Project Director and all key personnel. Position descriptions should be no longer than one page each.

For staff members, who have been identified, include a biographical sketch for the Project Director and other key positions. Each sketch should be two pages or less.

Biographical Sketch

Existing curricula vitae of project staff members may be used if they are updated and contain all items of information requested below. You may add any information items listed below to complete existing documents. For development of new curricula vitae include items below in the most suitable format:

1. Name of staff member
2. Educational background: school(s), location, dates attended, degrees earned (specify year), major field of study
3. Professional experience
4. Honors received and dates
5. Recent relevant publications

Position Description

1. Title of position
2. Description of duties and responsibilities
3. Qualifications for position
4. Supervisory relationships
5. Skills and knowledge required
6. Amount of travel and any other special conditions or requirements
7. Salary range
8. Hours per day or week

Appendix G – Addressing Behavioral Health Disparities

SAMHSA expects recipients to utilize their data to: (1) identify the number of individuals to be served during the grant period and identify subpopulations (i.e., racial, ethnic, sexual, and gender minority groups) vulnerable to behavioral health disparities; (2) implement a quality improvement plan for the use of program data on access, use, and outcomes to support efforts to decrease the differences in access to, use, and outcomes of service activities; and (3) identify methods for the development of policies and procedures to ensure adherence to the National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care.

Definition of Health Disparities:

Healthy People 2020 defines a health disparity as a “particular type of health difference that is closely linked with social, economic, and/or environmental disadvantage. Health disparities adversely affect groups of people who have systematically experienced greater obstacles to health based on their racial or ethnic group; religion; socioeconomic status; gender; age; mental health; cognitive, sensory, or physical disability; sexual orientation or gender identity; geographic location; or other characteristics historically linked to discrimination or exclusion.”

Subpopulations

SAMHSA grant applicants are routinely asked to define the population they intend to serve given the focus of a particular grant program (e.g., adults with serious mental illness [SMI] at risk for chronic health conditions; young adults engaged in underage drinking; populations at risk for contracting HIV/AIDS, etc.). Within these populations of focus are *subpopulations* that may have disparate access to, use of, or outcomes from provided services. These disparities may be the result of differences in language, beliefs, norms, values, and/or socioeconomic factors specific to that subpopulation. For instance, Latino adults with SMI may be at heightened risk for metabolic disorder due to lack of appropriate in-language primary care services; Native American youth may have an increased incidence of underage drinking due to coping patterns related to historical trauma within the Native American community; and African American women may be at greater risk for contracting HIV/AIDS due to lack of access to education on risky sexual behaviors in urban low-income communities. While these factors might not be pervasive among the general population served by a recipient, they may be predominant among subpopulations or groups vulnerable to disparities. It is imperative that recipients understand who is being served within their community in order to provide care that will yield positive outcomes, per the focus of that grant. In order for organizations to attend to the potentially disparate impact of their grant efforts, recipients are asked to address access, use and outcomes for subpopulations, which can be defined by the following factors:

- By race

- By ethnicity
- By gender (including transgender populations)
- By sexual orientation (including lesbian, gay and bisexual populations)

The ability to address the quality of care provided to subpopulations served within SAMHSA's grant programs is enhanced by programmatic alignment with the federal CLAS standards.

National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care

The National CLAS standards were initially published in the Federal Register on December 22, 2000. Culturally and linguistically appropriate health care and services, broadly defined as care and services that are respectful of and responsive to the cultural and linguistic needs of all individuals, is increasingly seen as essential to reducing disparities and improving health care quality. The National CLAS Standards have served as catalyst and conduit for the evolution of the field of cultural and linguistic competency over the course of the last 12 years. In recognition of these changes in the field, the HHS Office of Minority Health undertook the National CLAS Standards Enhancement Initiative from 2010 to 2012.

The enhanced National CLAS Standards seek to set a new bar in improving the quality of health to our nation's ever diversifying communities. Enhancements to the National CLAS Standards include the broadening of the definitions of health and culture, as well as an increased focus on institutional governance and leadership. The enhanced National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care are comprised of 15 Standards that provide a blueprint for health and health care organizations to implement culturally and linguistically appropriate services that will advance health equity, improve quality, and help eliminate health care disparities.

You can learn more about the CLAS mandates, guidelines, and recommendations at: <http://www.ThinkCulturalHealth.hhs.gov>.

Examples of a Behavioral Health Disparity Impact Statement are available on the SAMHSA website at <http://www.samhsa.gov/grants/grants-management/disparity-impact-statement>.

Appendix H – Standard Funding Restrictions

HHS codified the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards*, 45 CFR Part 75. In Subpart E, cost principles are described and allowable and unallowable expenditures for HHS recipients are delineated. 45 CFR Part 75 is available at <http://www.samhsa.gov/grants/grants-management/policies-regulations/requirements-principles>. Unless superseded by program statute or regulation, follow the cost principles in 45 CFR Part 75 and the standard funding restrictions below.

You may also reference the SAMHSA site for grantee guidelines on financial management requirements at <https://www.samhsa.gov/grants/grants-management/policies-regulations/financial-management-requirements>.

SAMHSA grant funds may not be used to:

- Pay for the purchase or construction of any building or structure to house any part of the program. (Applicants may request up to \$75,000 for renovations and alterations of existing facilities, if necessary and appropriate to the project.)
- Provide residential or outpatient treatment services when the facility has not yet been acquired, sited, approved, and met all requirements for human habitation and services provision. (Expansion or enhancement of existing residential services is permissible.)
- Provide inpatient treatment or hospital-based detoxification services. Residential services are not considered to be inpatient or hospital-based services.
- Make direct payments to individuals to enter treatment or continue to participate in prevention or treatment services.

Note: A recipient or treatment or prevention provider may provide up to \$30 non-cash incentive to individuals to participate in required data collection follow up. This amount may be paid for participation in each required follow up interview.

- Meals are generally unallowable unless they are an integral part of a conference grant or specifically stated as an allowable expense in the FOA. Grant funds may be used for light snacks, not to exceed \$3.00 per person.
- Consolidated Appropriations Act, 2017 (Public Law 115-31) Division H, Section 520, notwithstanding any other provision of this Act, no funds appropriated in this Act shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug. Provided, That such limitation does not apply to the use of funds for elements of a program other than making such purchases if the relevant State or local health department, in consultation with

the Centers for Disease Control and Prevention, determines that the State or local jurisdiction, as applicable, is experiencing, or is at risk for, a significant increase in hepatitis infections or an HIV outbreak due to injection drug use, and such program is operating in accordance with state and local law.

- Pay for pharmaceuticals for HIV antiretroviral therapy, sexually transmitted diseases (STD)/sexually transmitted illnesses (STI), tuberculosis (TB), and hepatitis B and C, or for psychotropic drugs.

Appendix I – Administrative and National Policy Requirements

If your application is funded, you must comply with all terms and conditions of the NoA. SAMHSA's standard terms and conditions are available on the SAMHSA website.

HHS Grants Policy Statement (GPS)

If your application is funded, you are subject to the requirements of the HHS Grants Policy Statement (GPS) that are applicable based on recipient type and purpose of award. This includes any requirements in Parts I and II of the HHS GPS that apply to the award. The HHS GPS is available at <http://www.samhsa.gov/grants/grants-management/policies-regulations/hhs-grants-policy-statement>. The general terms and conditions in the HHS GPS will apply as indicated unless there are statutory, regulatory, or award-specific requirements to the contrary (as specified in the NoA).

HHS Grant Regulations

If your application is funded, you must also comply with the administrative requirements outlined in 45 CFR Part 75. For more information see the SAMHSA website at <http://www.samhsa.gov/grants/grants-management/policies-regulations/requirements-principles>.

Additional Terms and Conditions

Depending on the nature of the specific funding opportunity and/or your proposed project as identified during review, SAMHSA may negotiate additional terms and conditions with you prior to grant award. These may include, for example:

- actions required to be in compliance with confidentiality and participant protection/human subjects requirements;
- requirements relating to additional data collection and reporting;
- requirements relating to participation in a cross-site evaluation;
- requirements to address problems identified in review of the application; or revised budget and narrative justification.

Performance Goals and Objectives

If your application is funded, you will be held accountable for the information provided in the application relating to performance targets. SAMHSA program officials will consider your progress in meeting goals and objectives, as well as your failures and strategies for overcoming them, when making an annual recommendation to continue the grant and the amount of any continuation award. Failure to meet stated goals and objectives may result in suspension or termination of the grant award, or in reduction or withholding of continuation awards.

Accessibility Provisions for All Grant Application Packages and Funding Opportunity Announcements

Recipients of federal financial assistance (FFA) from HHS must administer their programs in compliance with federal civil rights law. This means that recipients of HHS funds must ensure equal access to their programs without regard to a person's race, color, national origin, disability, age and, in some circumstances, sex and religion. This includes ensuring your programs are accessible to persons with limited English proficiency. HHS provides guidance to recipients of FFA on meeting their legal obligation to take reasonable steps to provide meaningful access to their programs by persons with limited English proficiency. See <http://www.hhs.gov/civil-rights/for-individuals/special-topics/limited-english-proficiency/index.html>. The HHS Office for Civil Rights also provides guidance on complying with civil rights laws enforced by HHS. See <http://www.hhs.gov/ocr/civilrights/understanding/section1557/index.html>; and <http://www.hhs.gov/civil-rights/for-providers/index.html>. Recipients of FFA also have specific legal obligations for serving qualified individuals with disabilities. See <http://www.hhs.gov/ocr/civilrights/understanding/disability/index.html>. Contact the HHS Office for Civil Rights for more information about obligations and prohibitions under federal civil rights laws at <https://www.hhs.gov/ocr/about-us/contact-us/index.html> or call 1-800-368-1019 or TDD 1-800-537-7697. Also note it is an HHS Departmental goal to ensure access to quality, culturally competent care, including long-term services and supports, for vulnerable populations. For further guidance on providing culturally and linguistically appropriate services, recipients should review the National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care at <https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=53>.

Cultural and Linguistic Competence

Recipients of federal financial assistance (FFA) from HHS serve culturally and linguistically diverse communities that are not just defined by race or ethnicity, but also socio-economic status, sexual orientation, gender identity, physical and mental ability, age, and other factors. Organizational behaviors, practices, attitudes, and policies across all SAMHSA-supported entities respect and respond to the cultural diversity of communities, clients and students served.

If your application is funded, you must ensure access to quality health care for all. Quality care means access to services, information, and materials delivered by trained providers in a manner that factor in the language needs, health literacy, culture, and diversity of the populations served. Quality also means that data collection instruments used should adhere to culturally and linguistically appropriate norms. For additional information and guidance, refer to the National Standards for Culturally and Linguistically Appropriate Services (CLAS) published by the U.S. Department of Health and Human Services at <https://www.thinkculturalhealth.hhs.gov/>. Additional cultural/linguistic competency and health literacy tools, and resources are available online at <http://www.samhsa.gov/capt/applying-strategic-prevention/cultural-competence>

Acknowledgement of Federal Funding

As required by HHS appropriations acts, all HHS recipients must acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds. Recipients are required to state (1) the percentage and dollar amounts of the total program or project costs financed with Federal funds and (2) the percentage and dollar amount of the total costs financed by nongovernmental sources

DOMA: Implementation of United States v. Windsor and Federal Recognition of Same-Sex Spouses/Marriages

A special term of award may be included in the final NoA that states: "On June 26, 2013, in United States v. Windsor, the Supreme Court held that section 3 of the Defense of Marriage Act (DOMA), which prohibited federal recognition of same-sex marriages, was unconstitutional. As a result of that decision and consistent with HHS policy, SAMHSA recognizes same-sex marriages and same-sex spouses on equal terms with opposite sex-marriages and opposite-sex spouses, regardless of where the couple resides. On June 26, 2015, in Obergefell v. Hodges, the Court held that the Fourteenth Amendment requires a State to license a marriage between two people of the same sex and to recognize a marriage between two people of the same sex when their marriage was lawfully licensed and performed out-of-state. Consistent with both of these decisions, you must treat as valid the marriages of same- sex couples. This policy does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under state law as something other than a marriage."

Supplement Not Supplant

Grant funds may be used to supplement existing activities. Grant funds may not be used to supplant current funding of existing activities. "Supplant" is defined as replacing funding of a recipient's existing program with funds from a federal grant.

Mandatory Disclosures

A term may be added to the NoA which states: Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the HHS awarding agency, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Sub-recipients must disclose, in a timely manner, in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the awarding agency and to the HHS OIG at the following addresses:

SAMHSA
Attention: Office of Financial Advisory Services

5600 Fishers Lane
Rockville, MD 20857

AND

U.S. Department of Health and Human
Services Office of Inspector General
ATTN: Mandatory Grant Disclosures, Intake
Coordinator
330 Independence Avenue, SW, Cohen Building
Room 5527
Washington, DC 20201

Fax: (202) 205-0604 (Include “Mandatory Grant Disclosures” in subject line) or email:
MandatoryGranteeDisclosures@oig.hhs.gov

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371 Remedies for noncompliance; including suspension or debarment (See 2 CFR parts 180 & 376 and 31 U.S.C. 3321).”

System for Award Management (SAM) Reporting

A term may be added to the NoA that states: “In accordance with the regulatory requirements provided at 45 CFR 75.113 and Appendix XII to 45 CFR Part 75, recipients that have currently active federal grants, cooperative agreements, and procurement contracts with cumulative total value greater than \$10,000,000, must report and maintain information in the System for Award Management (SAM) about civil, criminal, and administrative proceedings in connection with the award or performance of a federal award that reached final disposition within the most recent five-year period. The recipient also must make semiannual disclosures regarding such proceedings. Proceedings information will be made publicly available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)). Full reporting requirements and procedures are found in Appendix XII to 45 CFR Part 75.”

Drug-Free Workplace

A term may be added to the NoA that states: “You as the recipient must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of part 382, which adopts the Government-wide implementation (2 CFR part 182) of section 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).”

Smoke-Free Workplace

The Public Health Service strongly encourages all award recipients to provide a smoke-free workplace and to promote the non-use of all tobacco products. Further, Public Law

(P.L.) 103-227, the Pro-Children Act of 1994, prohibits smoking in certain facilities (or in some cases, any portion of a facility) in which regular or routine education, library, day care, health care or early childhood development services are provided to children.

Standards for Financial Management

Recipients are required to meet the standards and requirements for financial management systems set forth in 45 CFR part 75. The financial systems must enable the recipient to maintain records that adequately identify the sources of funds for federally assisted activities and the purposes for which the award was used, including authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and any program income. The system must also enable the recipient to compare actual expenditures or outlays with the approved budget for the award.

SAMHSA funds must retain their award-specific identity – they may not be commingled with state funds or other federal funds. [“Commingling funds” typically means depositing or recording funds in a general account without the ability to identify each specific source of funds for any expenditure.]

Trafficking in Persons

Awards issued by SAMHSA are subject to the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). For the full text of the award term, go to <http://www.samhsa.gov/grants/grants-management/notice-award-noa/standard-terms-conditions>.

NOTE: The signature of the AOR on the application serves as the required certification of compliance for your organization regarding the administrative and national policy requirements.

Publications

Recipients are required to notify the Government Project Officer (GPO) and SAMHSA’s Publications Clearance Officer (240-276-2130) of any materials based on the SAMHSA-funded grant project that are accepted for publication. In addition, SAMHSA requests that recipients:

- Provide the GPO and SAMHSA Publications Clearance Officer with advance copies of publications
- Include acknowledgment of the SAMHSA grant program as the source of funding for the project.
- Include a disclaimer stating that the views and opinions contained in the publication do not necessarily reflect those of SAMHSA or the U.S. Department of Health and Human Services, and should not be construed as such.

SAMHSA reserves the right to issue a press release about any publication deemed by SAMHSA to contain information of program or policy significance to the substance abuse treatment/substance abuse prevention/mental health services community.

Appendix J – Sample Budget and Justification (no match required)

All applications must have a detailed budget justification and narrative that explains the federal and the non-federal expenditures broken out by the object class cost categories listed on SF-424A – Section B (Budget Category) for non-construction awards.

- The budget narrative must match the costs identified on the SF-424A form and the total costs on the SF-424.
- The Budget Narrative and justification must be consistent with and support the Project Narrative.
- The Budget Narrative and justification must be concrete and specific. It must provide a justification for the basis of each proposed cost in the budget and how that cost was calculated. Examples to consider when justifying the basis of your estimates can be ongoing activities, market rates, quotations received from vendors, historical records. The proposed costs must be reasonable, allowable, allocable, and necessary for the supported activity.

Refer to the program specific Funding Restrictions/Limitations and the Standard Funding Restrictions in the FOA, as well as to 45 CFR Part 75 (<https://www.ecfr.gov/cgi-bin/text-idx?node=pt45.1.75>), for applicable administrative requirements and cost principles.

A SAMPLE BUDGET AND NARRATIVE JUSTIFICATION ARE PROVIDED AS WELL AS INSTRUCTIONS FOR COMPLETING THE SF-424A. YOU ARE STRONGLY ENCOURAGED TO USE THE SAMPLE BUDGET NARRATIVE STRUCTURE AS APPLICABLE. A SAMPLE OF A COMPLETED SF-424A IS PROVIDED AT THE END OF THIS APPENDIX.

A. Personnel

Provide the following information for the budget narrative and justification:

1. **Position** – Provide the title of the position and an explanation of the roles and responsibilities of the position as it relates to the objectives of the award supported project.
 - a. The position must be relevant and allowable under the project.
 - b. The salaries of facilities and administrative (F&A) administrative and clerical staff are normally treated as indirect costs (45 CFR §75.413c). Direct charging of these costs may be appropriate only if all of the following conditions are met:
 - i. administrative/clerical services are directly integral to a project or activity;
 - ii. individuals involved can be specifically identified with the project or activity; and

- iii. the costs are not also claimed as indirect costs.
2. **Name** – The name of the individual to serve in the position. If the position is vacant, identify the anticipated hire date.
 - a. If the position is being performed by someone other than a full-time, part-time, or temporary employee of the applicant organization (e.g., consultant or contractor), the grant-supported position should be listed under the contracts category.
 3. **Key Personnel** – Identify if the position is key personnel required by the FOA:
 - a. Key staff positions require prior approval by SAMHSA after review of credentials and job descriptions.
 4. **Salary/Rate** – The estimated annual salary or rate. If providing a rate, specify the time basis (e.g., hourly, weekly).
 - a. Salaries should be comparable to those within your organization.
 - b. If the position is not being charged to the Federal award, but the individual is working on the project identify the salary/rate as an “in-kind” cost.
 5. **Level of Effort (LOE)** – The level of effort (percentage of time) that the position contributes to the project.
 - a. Personnel cannot exceed 100% of their time on all active projects (including other Federal awards).
 - b. You should ensure the cost of living increase is built into the budget and justified.
 6. **Total Salary** – The total salary/amount each position is paid based on their contribution to the project.
 - a. If the position is not being charged to the Federal award, identify the cost as \$0.

The key staff positions identified in Section I-2 Expectations must be included in the Personnel section and/or the Contractual Section (F). In addition, the Project Director must be the same as the Project Director listed on the HHS Checklist.

FEDERAL REQUEST – Sample Personnel Narrative

Position (1)	Name (2)	Key Staff (3)	Annual Salary/Rate (4)	Level of Effort (5)	Total Salary Charge to Award (6)

Position (1)	Name (2)	Key Staff (3)	Annual Salary/Rate (4)	Level of Effort (5)	Total Salary Charge to Award (6)
(1) Project Director	Alice Doe	Yes	\$64,890	10%	\$6,489
(2) Program Coordinator	Vacant, to be hired within 60 days of anticipated award date	No	\$46,276	100%	\$46,276
(3) Clinical Director	Jane Doe	No	In-kind cost	20%	0
FEDERAL REQUEST (enter in Section B column 1, line 6a of SF-424A)					\$52,765

FEDERAL REQUEST – Sample Justification for Personnel

1. The Project Director will provide daily oversight of the grant. This position is responsible for overseeing the implementation of the project activities, internal and external coordination, developing materials, and conducting meetings.
2. The Program Coordinator will coordinate project service and activities, including training, communication and information dissemination.

B. Fringe Benefits

Fringe benefits are allowances and services provided to employees as compensation in addition to regular salaries and wages. Fringe benefits charged to an award must comply with HHS regulations at 45 CFR §75.431 (<https://www.ecfr.gov/cgi-bin/text-idx?node=pt45.1.75>).

Provide the following information for the narrative and justification:

1. **Position** – The title of the position being charged to the award to which the fringe rate is being applied.
2. **Name** – The name of the individual associated with the position (note if the position is vacant.)
3. **Rate** – The total fringe benefit rate used and a clear description of how the computation of fringe benefits was done.
 - a. The justification must detail the elements that comprise the fringe benefits, e.g., FICA, worker's compensation. If a fringe benefit rate is not used, you should explain how the fringe benefits were computed for each position.

4. **Total Salary Charged to Award** – Use the amount provided under section A. Personnel (6).
5. **Total Fringe Charged to Award** – Provide total fringe amount based on the rate applied to the total salary charted to the award.
 - a. Fringe benefits charged to the award can only reflect the percentage of time devoted to the project.
 - b. Do not combine the fringe benefit costs with direct salaries and wages in the personnel category.

FEDERAL REQUEST - Sample Fringe Benefits Narrative

Position (1)	Name (2)	Rate (3)	Total Salary Charged to Award (4)	Total Fringe Charged to Award (5)
Project Director	Alice Doe	29.65%	\$6,489	\$1,924
Program Coordinator	Vacant, to be hired within 60 days of anticipated award date.	29.65%	\$46,276	\$13,720
FEDERAL REQUEST (enter in Section B column 1, line 6b of SF-424A)				\$15,644

FEDERAL REQUEST – Sample Justification for Fringe Benefits

XYZ organization's Fringe benefits are comprised of:

Fringe Category	Rate
Retirement	10%
FICA	7.65%
Insurance	6%
Social Security	6%
Total	29.65%

The fringe benefit rate for full-time employees for years one and two is calculated at 29.65%. For years three, four, and five is anticipated to increase to 31%.

C. Travel

Travel costs charged to an award must comply with HHS regulations at 45 CFR §75.474. If your organization does not have documented travel policies, the federal GSA rates must be used (<https://www.gsa.gov/portal/category/26429>). If specific travel details are unknown, the basis for proposed costs should be explained (e.g., historical information).

Funds requested in the travel category should be only for project staff. Travel for consultants and contractors should be shown in the “Contract” cost category along with consultant/contractor fees. Because these costs are associated with contract-related work, they must be billed under the “Contract” cost category. Travel for training participants, advisory committees, and review panels should be itemized the same way as in this section but listed in the “Other” cost category.

Provide the following information for the narrative and justification:

1. **Purpose** – Briefly note the purpose of the travel, e.g., regional conference, training, site visit.
 - a. The justification must identify the need for the travel if the travel is not specifically required by the FOA.
 - b. The narrative description should include the purpose, why it is necessary and directly relates to the scope of work, number of trips planned, staff that will be making the trip, and approximate dates.
2. **Location** – specify the start and end locations of the trip
3. **Item** – specify the costs associated with travel, e.g., mode of transportation accommodations, per diem.
4. **Rate Calculation** – specify the basis for the travel costs.
 - a. For mileage, specify the number of miles and the cost per mile. For air transportation, specify the cost. For per diem, specify the number of days and daily cost. For lodging, specify the number of nights and daily cost.
 - b. Costs for contingencies and miscellaneous costs are not allowable.
5. **Travel Cost Charged to Award** – provide the total cost of the travel to be charged to the award during the budget period.

FEDERAL REQUEST – Sample Travel Narrative

Purpose (1)	Destination (2)	Item (3)	Calculation (4)	Travel Cost Charged to the Award (5)
Mandatory Recipient Conference	Chicago, IL to Washington D.C.	Airfare	\$200/flight x 2	\$400
		Hotel	\$180/night x 2 persons x 2 nights	\$720
		Per Diem (meals and incidentals)	\$46/day x 2 persons x 2 days	\$184
Local Travel		Mileage	3,000 miles @.38/mile	\$1,140

FEDERAL REQUEST - (enter in Section B column 1, line 6c of SF-424A)	\$2,444
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FEDERAL REQUEST: Sample Justification for Travel

1. Two staff (Project Director and Evaluator) to attend mandatory recipient meeting in Washington, D.C.
2. Local travel is needed to attend local meetings, project activities, and training events. Local travel rate is based on organization's policies/procedures for privately owned vehicle reimbursement rate.

D. Equipment

Equipment is a single item of tangible, nonexpendable, personal property that has a useful life of more than one year and a value of \$5,000 or more (or a cost capitalization threshold established by the applicant organization that is less). For example, an applicant may classify equipment at \$1,500 with a useful life of a year.

Provide the following information for the narrative and justification:

1. **Item(s)** – Describe the equipment item(s) being purchased. The justification must relate the use of each item to the scope of work and implementation of specific program objectives.
2. **Quantity** – Identify the number of items to be purchased.
3. **Amount** – The total cost of purchase or lease the equipment.
 - a. The justification should include the basis of how costs were estimated, e.g., fair market value, cost quotes.
 - b. The justification should include a lease versus purchase analysis, or a statement addressing if it is feasible and/or cost effective to lease versus purchase.
4. **Percentage Charged to the Award** – The percentage of equipment's value to be charged to the award
5. **Total Charged to the Award** – The total cost of the equipment to that will be charged to the award.

FEDERAL REQUEST – Sample Equipment Narrative

Item(s) (1)	Quantity (2)	Amount (3)	% Charged to the Award (4)	Total Cost Charged to the Award (5)
FEDERAL REQUEST – (enter in Section B column 1, line 6d of SF-424A)				\$0

E. Supplies

Supplies are items costing less than \$5,000 per unit (federal definition), often having one-time use.

Provide the following information for the narrative and justification:

1. **Items** – list supplies by type, e.g., office supplies, postage, laptop computers.
 - a. The justification must include an explanation of the type of supplies to be purchased and how it relates back to meeting the project objectives.
2. **Calculation** – describe the basis for the cost, specifically the unit cost of each item, number needed and total amount.
3. **Supply Cost Charged to the Award** – provide the total cost of the supply items to be charged to the award during the budget period.

FEDERAL REQUEST – Sample Supplies Narrative

Item(s)	Rate	Cost
General office supplies	\$50/mo. x 12 mo.	\$600
Postage	\$37/mo. x 8 mo.	\$296
Laptop Computer	1 x \$900	\$900
Printer	1 x \$300	\$300
Projector	1 x \$900	\$900
Copies	8000 copies x .10/copy	\$800
FEDERAL REQUEST – (enter in Section B column 1, line 6e of SF-424A)		\$3,796

FEDERAL REQUEST – Sample Justification for Supplies

1. Office supplies, copies and postage are needed for general operation of the project.
2. The laptop computer and printer are needed for both project work and presentations for Project Director.
3. The projector is needed for presentations and workshops. All costs were based on retail values at the time the application was written.

F. Contract

List the budgets for each sub-award, contract, consultant, or consortium agreement. Please note the differences between sub-awards, contracts, consultants, and consortium agreements:

- **Sub-recipient** means a non-Federal entity that receives a sub-award from a pass-through entity to carry out part of a Federal award, including a portion of the scope of work or objectives. Grant recipients are responsible for ensuring that all sub-recipients comply with the terms and conditions of the award, per 45 CFR §75.101.
- **Contracts** are a legal instrument by which the grant recipient purchases good and services needed to carry out the project or program under a Federal award. Contracts include vendors (dealer, distributor or other sellers) that provide, for example, supplies, expendable materials, or data processing services in support of the project activities. The grant recipient must have established written procurement policies and procedures that are consistently applied. All procurement transactions shall be conducted in a manner to provide to the maximum extent practical, open and free competition. Per 45 CFR §75.2, when the substance of a contract meets the definition of sub-award, it must be treated as a sub-award.
- **Consortium Agreements** are between entities (which may or may not include the grant recipient) working collaboratively on an award supported project. They address the roles, responsibilities, implementation, and rights and responsibilities between entities collaborating on an award.
- **Consultants** are individuals retained to provide professional advice or services for a fee. Travel for consultants and contractors should be shown in this category along with consultant/contractor fees.

Provide the following information for the narrative and justification:

1. **Name** – Provide the name of the entity and identify if it is a sub-recipient, contractor, or consultant.
2. **Service** – Identify the products or services to be obtained.
 - a. As part of the justification provide a summary of the scope of work, the specific tasks to be performed, the necessity of the task for each sub-award or contract as it relates to the Project Narrative. Include the dates/length for the performance period. NOTE: costs that are outside the period of performance of the award cannot be charged to the award.
3. **Rate** – provide an itemized line item breakdown.
 - a. If applicable, include any indirect costs paid under a sub-award and the indirect cost rate used. Do not incorporate sub-recipient, contract, or consultant indirect costs under the indirect costs line item for the grantee/recipient on the SF-424A and Section J of the budget narrative/justification.
4. **Contract Costs Charged to the Award** – Provide the total of the sub-recipient, consultant, or contract costs to be charged to the award during the budget period.

COSTS FOR CONTRACTS MUST BE BROKEN DOWN IN DETAIL AND A NARRATIVE JUSTIFICATION PROVIDED. IF APPLICABLE, NUMBERS OF CLIENTS SHOULD BE INCLUDED IN THE COSTS.

FEDERAL REQUEST – Sample Contracts Narrative

Name (1)	Service (2)	Rate (3)	Other	Cost (4)
(1) State Department of Human Services	Training	\$250/individual x 3 staff	5 days	\$ 750
(2) Treatment Services	1040 Clients	\$27/client per year		\$28,080
(3) John Smith (Case Manager)	Treatment Client Services	1FTE @ \$27,000 + Fringe Benefits of \$6,750 = \$33,750	*Travel at 3,126 @ .50 per mile = \$1,563 *Training course \$175 *Supplies @ \$47.54 x 12 months or \$570 *Telephone @ \$60 x 12 months = \$720 *Indirect costs = \$9,390 (negotiated with contractor)	\$46,168
(4) Jane Smith	Evaluator	\$40 per hour x 225 hours	12 month period	\$9,000
(5) To Be Announced	Marketing Coordinator	Annual salary of \$30,000 x 10% level of effort		\$3,000
FEDERAL REQUEST – (enter in Section B column 1, line 6f of-424A)				\$86,998

***Represents separate/distinct requested funds by cost category**

FEDERAL REQUEST – Sample Justification for Contracts

1. Certified trainers are necessary to carry out the purpose of the statewide Consumer Network by providing recovery and wellness training, preparing consumer leaders statewide, and educating the public on mental health recovery.
2. Client treatment services to be provided are based on organizational history of expenses.
3. The Case Manager is vital to providing client services related to the program and leading to successful outcomes.
4. The Evaluator is an experienced individual (Ph.D. level) with expertise in substance abuse, research and evaluation, is knowledgeable about the population of focus, and will be responsible for all data collection and reporting.
5. The Marketing Coordinator will develop a plan for public education and outreach efforts to engage clients in the community about recipient activities; and provide presentations at public meetings and community events to stakeholders, community civic organizations, churches, agencies, family groups and schools.

G. Construction

Construction or major alteration and renovation are not authorized under this program. Leave this section blank on line 6g of the SF-424A. Such activities are allowable only when program legislation includes specific authority for construction. If requesting consideration of minor alteration and renovation, provide those costs under the “Other” cost category (line 6h of the SF-424A and Section H of the budget narrative/justification).

H. Other

This category addresses any costs not included in of the other cost categories. Costs that fall under “Other” would include:

- Minor alteration and renovation (Minor A & R)
 - Minor A & R is defined as work that changes the interior arrangement or other physical characteristics of an existing facility or installed equipment so that it can be used more effectively for its currently designed purpose or adapted to an alternative use to meet a programmatic requirement. Alteration and renovation may include work referred to as improvements, conversion, rehabilitation, or remodeling, but is distinguished from new facility construction, facility expansion, or major alterations and renovation where the total Federal and non-Federal costs, excluding moveable equipment (equipment that is not permanently affixed), exceeds \$500,000.
 - No more than \$75,000 in Federal funds over the total period of performance may be used to support minor A&R activities, and such requested must be submitted to the GMS for formal prior approval. SAMHSA grant funds cannot be used to support the construction, expansion or major alteration and renovation of facilities. If the proposed project is part of a larger overall project that exceeds

\$500,000, it may not be artificially segmented to achieve the cost threshold.

- Rent
- Client incentives
- Telephone
- Travel for training participants, advisory committees, and review panels
- Training activities (except costs for consultant and/or contractual).

Provide the following information for the narrative and justification:

1. **Item** – List items by type of material or nature of expense. In the justification, explain the necessity of each cost for successful implementation and completion of the project.
2. **Rate** – Break down costs by quantity and cost per unit as applicable.

NOTE: Rent costs must be submitted with the following information:

- The individual cost items that make up the total cost of the building
- The methodology used to allocate the costs to the programs or activities operating in the building
- Rent Questions Worksheet
<https://www.samhsa.gov/sites/default/files/rentquestionsworksheet.docx>
- Supporting documentation

3. **Costs Charged to the Award** – provide the costs charged to the award.

FEDERAL REQUEST – Sample Narrative for “Other”

Item	Rate	Cost
(1) Rent*	\$15/sq. ft. x 700 sq. feet	\$10,500
(2) Telephone	\$100/mo. x 12 mo.	\$1,200
(3) Client Incentives	\$10/client follow-up x 278 clients	\$2,780
(4) Brochures	.89/brochure X 1500 brochures	\$1,335
FEDERAL REQUEST (enter in Section B column 1, line 6h of SF-424A)		\$15,815

FEDERAL REQUEST – Sample Justification for Other

1. Costs related to office space are typically included in the indirect cost rate agreement. However, if other rental costs for service site(s) are necessary for the project, they may be requested as a direct charge. The rent is calculated by square footage or FTE and reflects SAMHSA's fair share of the space.

***If rent is requested (direct or indirect), provide the name of the owner(s) of the space/facility. Additionally, the lease and floor plan (including common areas) are required for all projects allocating rent costs.**

2. The monthly telephone costs reflect the percent of effort for the personnel listed in this application for the SAMHSA project only.
3. The \$10 incentive is needed to meet program goals in order to encourage attendance and follow-up with 278 clients.
Brochures will be used at various community functions, such as health fairs and exhibits.

I. Total Direct Charges

FEDERAL REQUEST – TOTAL DIRECT CHARGES - Section B column 1, line 6i of SF-424A (The Total Direct Charges will sum automatically on the form)	\$177,462
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J. Indirect Cost Rate

Indirect costs are those costs incurred for common or joint objectives which cannot be readily identified with an individual project or program but are necessary to the operations of the organization. Indirect costs may be charged to the award if:

- The applicant has a Federally approved indirect cost rate
- The applicant has never received a negotiated indirect cost rate and elects to charge a de minimis rate of 10 percent of modified total direct costs (MTDC) which can be used indefinitely for all awards until an indirect cost rate is approved. If the de minimis rate is proposed the applicant must clearly state in their justification that they have never received a negotiated IDC rate and are electing to charge a de minimis rate of 10% of modified total direct costs (MTDC).

The MTDC indirect cost rate may be applied to:

- All direct salaries and wages charged to the award;
- Applicable fringe benefits;
- Materials and supplies;
- Services;
- Travel; and
- Sub-contracts (first \$25,000 of each sub-contract)

The MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition reimbursement, scholarships and fellowships, participant support costs, and the portion of each sub-award in excess of \$25,000.

- If the FOA is for a training grant or cooperative agreement, the indirect cost rate is limited to **8 percent**. Please refer to 45 CFR §75.414 at https://www.ecfr.gov/cgi-bin/text-idx?node=pt45.1.75#se45.1.75_12, for more information about indirect costs and facilities and administrative costs.

Provide the following information for the narrative and justification:

1. **Calculation** – Briefly summarize type of indirect cost rate.
 - a. Attach a copy of the current fully executed, negotiated agreement indirect cost rate agreement. The applicable indirect cost rate(s) negotiated by the organization with the cognizant negotiating agency must be used in computing indirect costs (F&A) for a proposal (2 CFR §200.414). The amount for indirect costs should be calculated by applying the current negotiated indirect cost rate(s) to the approved base(s).
2. **Indirect Cost Charged to the Award** – list the total indirect costs that will be charged to the award. Costs must be calculated using the correct indirect cost base award (the categories of costs to which the indirect cost rate is applied).

Calculation (1)	Indirect Cost Charged to the Award (2)
Organization's Indirect Cost Rate of 10% (10% of personnel and fringe - .10 x \$68,409)	\$6,841
FEDERAL REQUEST – (enter in Section B column 1, line 6j of-SF-424A)	\$6,841

FEDERAL REQUEST – TOTALS (6k) will sum automatically on the SF-424A

ADDITIONAL INSTRUCTIONS ON COMPLETING THE SF- 424A

In **Section A**, Use the first row only (Line 1) to report the total federal (e) funds and non-federal (f) funds requested for the first year of your project only.

In **Section B**, Use the first column only (Column 1) to report the budget category breakouts (Lines 6a through 6h) and indirect charges (Line 6j) for the total funding requested for the first year of your project only. This total amount in 6k should be the same as the Total Federal Request for Year 1 entered on Line 1, Column (e) of Section A.

In **Section C**, if applicable, enter the funding/resources that your organization will contribute (Applicant) as well as support you expect to receive from the State or other sources. Other support is defined as funds or resources, whether federal, non-federal or institutional, in direct support of activities through fellowships, gifts, prizes, in-kind contributions or non-federal means. [See [Appendix I](#) – Standard Funding Restrictions for information on allowable costs.]

In **Section D** Line 13, the funds needed for each quarter should be entered. The amount entered in “Total for First Year” should be the same as the amount entered in Column 1, Line 6k in Section B. Enter the amount for each quarter. The total in column 1 will sum automatically. Use the first row for federal funds and the second row for non-federal funds.

In **Section E**, the funds being requested for Years 2, 3, 4, and 5 should be entered. For example, Year 2

will be entered in column (b), Year 3 in column (c), etc.

A sample of a completed SF-424A is included at the end of this appendix.

Provide the total proposed project period and federal funding as follows:

Proposed Project Period

a. Start Date: 09/30/2019 b. End Date: 09/29/2024

BUDGET SUMMARY (should include future years and projected total)

Category	Year 1	Year 2*	Year 3*	Year 4*	Year 5*	Total Project Costs
Personnel	\$52,765	\$54,348	\$55,978	\$57,658	\$59,387	\$280,136
Fringe	\$15,644	\$16,114	\$17,353	\$17,873	\$18,409	\$85,393
Travel	\$2,444	\$1,140	\$2,444	\$1,140	\$1,375	\$8,543
Equipment	0	0	0	0	0	0
Supplies	\$3,796	\$3,796	\$3,796	\$3,796	\$3,796	\$18,980
Contractual	\$86,998	\$86,998	\$86,998	\$86,998	\$86,998	\$434,990
Other	\$15,815	\$13,752	\$11,629	\$9,440	\$7,187	\$57,823
Total Direct Charges	\$177,462	\$176,148	\$178,198	\$176,905	\$177,152	\$885,865
Indirect Charges	\$6,841	\$7,046	\$7,333	\$7,553	\$7,780	\$36,553
Total Project Costs	\$184,303	\$183,194	\$185,531	\$184,458	\$184,932	\$922,418

***FOR REQUESTED FUTURE YEARS:**

1. Justify and explain any changes to the budget that differ from the amounts reported in the Year 1 Budget Summary.

2. If a cost of living adjustment (COLA) is included in future years, provide your organization's personnel policy and procedures which states that all employees within the organization will receive a COLA.

In Section IV-3 of the FOA, any funding limitations or restrictions for the project will be specified. If there are limitations, include a narrative and separate budget for each year of the grant that shows the percent of the total grant award that will be used in the area where there is a limitation. For example, most FOAs include funding limitations for data collection and performance assessment. A sample budget for this area is shown below.

Data Collection & Performance Measurement	Year 1	Year 2	Year 3	Year 4	Year 5	Total Data Collection & Performance Measurement Costs
Personnel	\$6,700	\$6,700	\$6,700	\$6,700	\$6,700	\$33,500
Fringe	\$2,400	\$2,400	\$2,400	\$2,400	\$2,400	\$12,000
Travel	\$100	\$100	\$100	\$100	\$100	\$500
Equipment	0	0	0	0	0	0
Supplies	\$750	\$750	\$750	\$750	\$750	\$3,750
Contractual	\$24,000	\$24,000	\$24,000	\$24,000	\$24,000	\$120,000
Other	0	0	0	0	0	0
Total Direct Charges	\$33,950	\$33,950	\$33,950	\$33,950	\$33,950	\$169,750
Indirect Charges	\$910	\$910	\$910	\$910	\$910	\$4,550
Total Data Collection & Performance Measurement Charges	\$34,860	\$34,860	\$34,860	\$34,860	\$34,860	\$174,300

The percentage of the budget that will be spent on data collection and performance measurement does not exceed 20% for any budget period. Maximum percentage for any budget period is 18.9% (\$34,860/\$184,303 – Year 1).

A sample budget for funding limitations related to infrastructure development is shown below.

Infrastructure Development	Year 1	Year 2	Year 3	Year 4	Year 5	Total Infrastructure Costs
Personnel	\$2,250	\$2,250	\$2,250	\$2,250	\$2,250	\$11,250
Fringe	\$558	\$558	\$558	\$558	\$558	\$2,790
Travel	0	0	0	0	0	0
Equipment	\$15,000	0	0	0	0	\$15,000
Supplies	\$1,575	\$1,575	\$1,575	\$1,575	\$1,575	\$7,875
Contractual	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$25,000
Other	\$1,617	\$2,375	\$2,375	\$2,375	\$2,375	\$11,117
Total Direct Charges	\$26,000	\$11,758	\$11,758	\$11,758	\$11,758	\$73,032
Indirect Charges	\$280	\$280	\$280	\$280	\$280	\$1,400
Total Infrastructure Costs	\$26,280	\$12,038	\$12,038	\$12,038	\$12,038	\$74,432

The maximum percentage of the budget that will be spent on infrastructure development for any budget period is 14.2% (\$26,280/\$184,303 – Year 1).

SAMPLE OF COMPLETED SF-424A

SECTION A – BUDGET SUMMARY

Grant Program Function	Catalog of Federal Domestic Assistance	Estimated Unobligated Funds	New or Revised Budget

or Activity (a)	Number (b)	Federal (c)	Non-Federal (d)	Federal (e)	Non- Federal (f)	Total (g)
1. Title of FOA	93.243			\$184,303		\$184,303
2.						
3.						
4.						
5. Totals				\$184,303		\$184,303

Standard Form 424A

SECTION B – BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM FUNCTION OR ACTIVITY				Total (5)
	(1) Title of FOA	(2)	(3)	(4)	
a. Personnel	\$52,765				\$52,765
b. Fringe Benefits	\$15,644				\$15,644
c. Travel	\$2,444				\$2,444
d. Equipment	\$0				\$0
e. Supplies	\$3,796				\$3,796
f. Contractual	\$86,998				\$86,998
g. Construction	\$0				\$0
h. Other	\$15,815				\$15,815
i. Total Direct Charges (sum 6a-6h)	\$177,462				\$177,462

6. Object Class Categories	GRANT PROGRAM FUNCTION OR ACTIVITY				Total (5)
j. Indirect Charges	\$6,841				\$5,6,841
k. TOTALS (sum of 6i and 6j)	\$184,303				\$184,303
7. Program Income					

Standard Form 424A

SECTION C – NON-FEDERAL RESOURCES					
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS	
8. Title of FOA					
9.					
10.					
11.					
12. TOTAL (sum of lines 8-11)	\$	\$	\$	\$	
SECTION D – FORECASTED CASH NEEDS					
13. Federal	Totals for 1 st Year \$184,303	1 st Quarter \$46,075	2 nd Quarter \$46,076	3 rd Quarter \$46,076	4 th Quarter \$46,076
14. Non-Federal					
15. TOTAL (sum of lines 13 and 14)	\$184,303	\$46,075	\$46,076	\$46,076	\$46,076
SECTION E – BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT					
(a) Grant Program	FUTURE FUNDING PERIODS				
	(a) First	(b) Second	(c) Third	(d) Fourth	
16. Title of FOA	\$184,498	\$185,531	\$185,762	\$186,001	
17.					

SECTION C – NON-FEDERAL RESOURCES				
18.				
19.				
20. TOTAL (Sum of lines 16-19)	\$184,194	\$185,531	\$184,458	\$184,932
SECTION F – OTHER BUDGET INFORMATION				
21. Direct Charges:	22. Indirect Charges:			
23. Remarks:				

INTERGOVERNMENTAL GRANT AGREEMENT

Agreement No. **11330**

Informational Cover Page

AGREEMENT INFORMATION	
Project Title:	YouthThink
Effective Date:	July 1, 2017
Expiration Date:	August 16, 2019
Amount:	\$45,336.00
Funding Source:	State General Funds
GRANTEE INFORMATION	
Grantee:	Wasco County
Address:	202 E. 5th St., The Dalles OR 97058
Project Contact:	Debby Jones
Phone:	541-506-2673
eMail:	debbyj@co.wasco.or.us
Fiscal Contact:	Mike Middleton
Phone:	541-506-2770
eMail:	mikem@co.wasco.or.us
AGENCY INFORMATION	
Project Contact:	Abraham Magaña
Phone:	503-378-5176
eMail:	abraham.magana@state.or.us
Procurement Contact:	Jana Hart, CPPB, OPBC, OCAC
Phone:	503-947-5805
eMail:	jana.hart@state.or.us

INTERGOVERNMENTAL GRANT AGREEMENT

Agreement No. 11330

This Intergovernmental Grant Agreement (“Agreement”) is between the State of Oregon acting by and through its Oregon Department of Education, Youth Development Division and its Youth Development Council (“Agency”) and **Wasco County** (“Grantee”), each a “Party” and, collectively, the “Parties.”

SECTION 1: AUTHORITY

This Agreement is authorized by ORS 190.110; Senate Bill 5516 of the 2017 Legislative Session, Chapter 590, 2017 Laws, and ORS 417.847, which authorizes Agency’s Youth Development Council (the “Council”) to determine the availability of funding and to prioritize funding for services to support community-based youth development projects, programs, services, and initiatives with demonstrated outcomes and strategic objectives established by the Youth Development Council by rule.

SECTION 2: PURPOSE

Grantee shall provide or cause to be provided, Project Activities throughout the 2017 – 2019 biennium as identified in Exhibit A. The Project Activities provided by Grantee will support the Council’s mission to enable youth ages 6 – 24 who face barriers to education and the workforce get back on the path to high school graduation, college, and/or career, either directly or through its subcontractors.

SECTION 3: EFFECTIVE DATE AND DURATION

When all Parties have executed this Agreement, and all necessary approvals have been obtained, this Agreement shall be effective as of July 1, 2017 (“Effective Date”), and Grantee shall be eligible for reimbursement of Project Activities incurred on and after July 1, 2017. This Agreement terminates on August 16, 2019, unless terminated earlier in accordance with Section 16.

SECTION 4: AUTHORIZED REPRESENTATIVES

4.1 Agency’s Authorized Representative is:

Sandy Braden
255 Capitol Street NE, Salem OR 97310
503-378-5129
sandy.r.braden@state.or.us

4.2 Grantee’s Authorized Representative is:

Mike Middleton
202 E. 5th St., The Dalles OR 97058
541-506-2770
mikem@co.wasco.or.us

4.3 A Party may designate a new Authorized Representative by written notice to the other Party.

SECTION 5: PROJECT ACTIVITIES

Grantee shall provide the Project Activities set forth on Exhibit A (the “Project”), attached hereto and incorporated herein by this reference.

SECTION 6: GRANT

- a. In accordance with the terms and conditions of this Agreement, Agency shall provide Grantee up to **\$45,336.00** (“Grant Funds”) for cost of the Project Activities described in Exhibit A for the 2017-2019 biennium. Agency shall pay the Grant Funds from moneys available through its State General Fund. Grant Funds may be used only for eligible Project costs authorized by this Agreement.
- b. This amount of Grant Funds is not a firm, fixed amount unconditionally guaranteed to be provided to Grantee, but is the not-to-exceed amount of Grant Funds Agency anticipates will be available for disbursement to Grantee for Project Activities during the 2017 – 2019 biennium.
- c. The Parties understand and agree that the specific amount awarded to Grantee is subject to change as a result of actions taken by the State of Oregon’s Legislative Assembly during the 2017 – 2019 biennium. Agency will notify Grantee of specific funding cuts and award reductions, if any. In the event of such funding cuts at the state level, this Agreement may be amended as provided in Section 19 or terminated as provided in Section 16.
- d. Agency reserves the right to withhold or reduce the second year of funding if, after being offered technical assistance, Agency finds that Grantee is not expending Grant Funds, is not performing the Project Activities, or otherwise not in compliance with the requirements of this Agreement. This remedy is in addition to, and not in lieu of, Agency’s right to exercise its remedies in the event Grantee’s default under Section 13 of this Agreement.
- e. Grantee shall provide any additional information or further detail regarding Project Activities and the expenditure of Grant Funds as Agency may require upon Agency’s request.

6.1 Disbursements.

- a. Upon receipt of Grantee’s claim for reimbursement, Agency shall disburse the Grant Funds, or cause the Grant Funds to be disbursed, quarterly, contingent upon Agency’s receipt and approval of (i) Grantee’s Expenditure, Project Data, and Narrative Reports, or any other reports requested by Agency in Exhibit A, and (ii) determination that the amounts requested conform to Exhibit B, 2017 – 2019 Biennial Project Budget.
- b. To be eligible for Grant Funds disbursement, Grantee shall complete all Project Activities timely, as set forth in Exhibit A, and no later than **June 30, 2019**.
- c. To be processed for payment, reimbursement claims must include the following information:
 - i. Claim date;
 - ii. Agency’s Agreement number, **11330**;
 - iii. Amount being requested;
 - iv. A description of the Project Activities planned or completed during the claim period.

- d. Grantee shall submit reimbursement claims to Agency quarterly, and within fourteen (14) calendar days following delivery of reports and documents required by Exhibit A to Agency. Grantee shall submit invoices electronically to the following Grant Manager identified for each Community Investment Funding Category as set forth in this Section 6.1.d. Quarters are defined as the three (3) calendar month periods between January 1 and March 31, April 1 and June 30, July 1 and September 30, and October 1 and December 31.

Youth & Community Tier III: **Abraham Magaña** at: abraham.magana@state.or.us

6.2 Allowable Costs. The Grant Funds shall only be used to pay for Allowable Costs of the Project. “Allowable Costs” means costs of the Project incurred or to be expended by Grantee that are used only for the purposes set forth in Exhibit A. Any changes to the Project must be approved by Agency by an amendment pursuant to Section 19 herein. Grantee shall not use any Grant Funds for costs that are not Allowable Costs.

6.3 Conditions Precedent to Disbursement. Agency’s obligation to disburse Grant Funds to Grantee under this Agreement is subject to satisfaction of each of the following conditions precedent:

6.3.1 Agency, or, if different than Agency, the source of funding described herein, has received sufficient funding and expenditure authorizations to allow Agency, in the exercise of its reasonable administrative discretion, to make the disbursement.

6.3.2 No default as described in Section 11 has occurred.

6.3.3 Grantee’s representations and warranties set forth in Section 7 are true and correct on the date of disbursement(s) with the same effect as though made on the date this Agreement was executed.

6.3.4 If Agency determines that any required Project Activities, tasks, deliverables, reports, or documentation are not acceptable and that any deficiencies are Grantee’s responsibility, Agency shall prepare a written description of any deficiencies within ten (10) business days of the due date for the deliverable, report, or document or performance of the task or Project Activity, or within such timeframe as the Parties mutually agree in writing, and deliver such notice to Grantee. Grantee shall correct any deficiencies at no cost to Agency within ten (10) calendar days, or within such later timeframe as Agency shall specify in its notice to Grantee. The opportunity to cure a deficiency provided under this section is in addition to, and separate from, the written notice and opportunity to cure provided under Section 16.3 of this Agreement relative to Termination.

6.4 Recovery of Grant Funds. Any Grant Funds disbursed to Grantee under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement (“Misexpended Funds”) or that remain unexpended on the earlier of termination or expiration of this Agreement (“Unexpended Funds”) must be returned to Agency. Grantee shall return all Misexpended Funds and Unexpended Funds to Agency no later than fifteen (15) business days after Agency’s written demand.

6.5 Duplicate Payment. Grantee shall not be compensated for, or receive any other form of, duplicate, overlapping, or multiple payments for the same costs financed by or costs and expenses paid for by Grant Funds from any other agency of the State of Oregon or the United States of America or any other party, organization, or individual.

SECTION 7: REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants to Agency that:

- 7.1** Grantee is a county government, duly organized and validly existing. Grantee has the power and authority to enter into and perform this Agreement;
- 7.2** The making and performance by Grantee of this Agreement (a) have been duly authorized by Grantee, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Grantee's enabling law or other organizational rules or policies and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is a party or by which Grantee may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement, other than those that have already been obtained;
- 7.3** This Agreement has been duly executed and delivered by Grantee and constitutes a legal, valid and binding obligation of Grantee enforceable in accordance with its terms;

The representations and warranties set forth in this section are in addition to, and not in lieu of, any other representations or warranties provided by Grantee.

SECTION 8: GOVERNING LAW, CONSENT TO JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between Agency or any other agency or department of the State of Oregon, or both, and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether 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. GRANTEE, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

SECTION 9: INTELLECTUAL PROPERTY/PERSONAL INFORMATION

- 9.1** As used in this Section 9 and elsewhere in this Agreement, the following terms have the meanings set forth below:
 - 9.1.1** "**Agency Intellectual Property**" means any intellectual property owned by Agency, including Agency Data, and developed independently from any intellectual property in the Project. Agency Intellectual Property includes any derivative works and compilations of any Agency Intellectual Property.
 - 9.1.2** "**Agency Data**" means information created and information stored by Agency, and information collected by Grantee regarding project participants and Agency during the course of providing services under this Grant, including Personal Information.

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- 9.1.3 "Grantee Intellectual Property"** means any intellectual property owned by Grantee and developed independently from the Project funded under this Agreement.
- 9.1.4 "Personal Information"** as that term is used in ORS 646A.602(11), including social security numbers, as well as information protected by FERPA.
- 9.1.5 "Third Party Intellectual Property"** means any intellectual property owned by parties other than Grantee or Agency.
- 9.1.6 "Work Product"** means every invention, discovery, work of authorship, trade secret or other tangible or intangible item that Grantee is required to deliver to Agency under this Agreement and all intellectual property rights therein.
- 9.2** All Work Product created by Grantee under this Agreement, including Agency Data, derivative works and compilations, and whether or not such Work Product is considered a work made for hire or an employment to invent, shall be the exclusive property of Agency. Agency and Grantee agree that any Work Product that is an original work of authorship created by Grantee under this Agreement is a "work made for hire" of which Agency is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created by Grantee under this Agreement is not "work made for hire," Grantee hereby irrevocably assigns to Agency any and all of its rights, title, and interest in all original Work Product created by Grantee under this Agreement, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon Agency's reasonable request, Grantee shall execute such further documents and instruments necessary to fully vest such rights in Agency. Grantee forever waives any and all rights relating to Work Product created by Grantee under this Agreement, including without limitation, any and all rights arising under 17 U.S.C. §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

If the Work Product created by Grantee under this Agreement is a derivative work based on Grantee Intellectual Property, or is a compilation that includes Grantee Intellectual Property, Grantee hereby grants to Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform, and display the pre-existing elements of the Grantee Intellectual Property employed in the Work Product, and to authorize others to do the same on Agency's behalf.

If the Work Product created by Grantee under this Agreement is Grantee Intellectual Property, Grantee hereby grants to Agency an irrevocable, non-exclusive, perpetual royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform, and display the Grantee Intellectual Property, and to authorize others to do the same on Agency's behalf.

- 9.3** If the Work Product created by Grantee under this Agreement is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Grantee shall secure on Agency's behalf and in the name of Agency an irrevocable, non-exclusive, perpetual royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform, and display the pre-existing elements of the Third Party Intellectual Property employed in the Work Product, and to authorize others to do the same on Agency's behalf.
- 9.4** If state or federal law requires that Agency or Grantee grant to the United States a license to any intellectual property in the Work Product, or if state or federal law requires that Agency or the United States own the intellectual property in the Work Product, then Grantee shall execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.

9.5 Reserved

SECTION 10: INDEMNIFICATION

- 10.1** To the extent allowed by law, Grantee shall defend, save, hold harmless, and indemnify the State of Oregon and Agency and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorney's fees, resulting from, arising out of, or relating to the activities of Grantee or its officers, employees, subcontractors, or agents under this Agreement.
- 10.2** Grantee will have control of the defense and settlement of any claim that is subject to this Section. But neither Grantee nor any attorney engaged by Grantee may defend the claim in the name of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from the Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon. Nor may Grantee settle any claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event that the State of Oregon determines that Grantee is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue and the State of Oregon desires to assume its own defense.

SECTION 11: GRANTEE DEFAULT

Grantee will be in default under this Agreement upon the occurrence of any of the following events:

- 11.1** Grantee fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement;
- 11.2** Any representation, warranty or statement made by Grantee in this Agreement or in any documents or reports relied upon by Agency to measure the Project, the expenditure of Grant Funds or the performance by Grantee is untrue in any material respect when made;
- 11.3** If permitted by law, Grantee (a) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) is adjudicated a bankrupt or insolvent, (e) commences a voluntary case under the Federal Bankruptcy Code (if allowed by law), (f) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (g) 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 Bankruptcy Code, or (h) takes any action for the purpose of effecting any of the foregoing; or
- 11.4** If permitted by law, a proceeding or case is commenced, without the application or consent of Grantee, in any court of competent jurisdiction, seeking (a) the liquidation, dissolution or winding-up, or the composition or readjustment of debts of Grantee, (b) the appointment of a trustee, receiver, custodian, liquidator, or the like of Grantee or of all or any substantial part of its assets, or (c) similar relief in respect to Grantee 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 Grantee is entered in an involuntary case under the Federal Bankruptcy Code (if allowed by law).
- 11.5** Grantee uses or expends Grant Funds for any purpose other than that specified in this Agreement.

SECTION 12: AGENCY DEFAULT

Agency will be in default under this Agreement if Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement.

SECTION 13: REMEDIES

- 13.1** In the event Grantee is in default under Section 11, Agency 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: (a) termination of this Agreement under Section 16, (b) reducing or withholding payment for Project activities that Grantee has failed to complete within any scheduled completion dates or has performed inadequately or defectively, (c) requiring Grantee to complete, at Grantee's expense, activities necessary to satisfy its obligations or meet performance standards under this Agreement, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, (e) exercise of its right of recovery of overpayments under Section 14 of this Agreement or setoff, or both, (f) demand the return of Grant Funds under Section 6.4, or (g) declaring Grantee ineligible for the receipt of future awards from Agency. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 13.2** In the event Agency is in default under Section 12 and whether or not Grantee elects to exercise its right to terminate this Agreement under Section 16.3.3, or in the event Agency terminates this Agreement under Sections 16.2.1, 16.2.2, 16.2.3, or 16.2.5, Grantee's sole monetary remedy will be for reimbursement of Project activities completed and accepted by Agency, less any claims Agency has against Grantee. In no event will Agency be liable to Grantee for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Grantee exceed the amount due to Grantee under this Section 13.2, Grantee shall promptly pay any excess to Agency.

SECTION 14: RECOVERY OF OVERPAYMENTS

If payments to Grantee under this Agreement, or any other agreement between Agency and Grantee, exceed the amount to which Grantee is entitled, Agency may, after notifying Grantee in writing, withhold from payments due Grantee under this Agreement, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment.

SECTION 15: CONFIDENTIALITY AND NON-DISCLOSURE.

- 15.1 Confidential Information.** Grantee acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Grant, be exposed to or acquire information, including Personal Information, as that term is used in ORS 646A.602(11), including social security numbers, as well as information protected by FERPA, and that is confidential to Agency or Project participants. Any and all information of any form obtained by Grantee or its employees or agents in the performance of this Agreement shall be deemed to be confidential information of Agency ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Grantee shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Grantee) publicly known; (b) is furnished by Agency to others without restrictions similar to those imposed by this Grant; (c) is rightfully in Grantee's possession without the obligation of nondisclosure prior to the time of its disclosure under this Grant; (d) is obtained from a source other than Agency without the obligation of confidentiality, (e) is disclosed with the written consent of Agency, or; (f) is independently developed by employees or agents of Grantee who can be shown to have had no access to the Confidential Information.

- 15.2** Prior to the receipt of, and during the period in which Grantee has possession of or access to, any Personal Information, Grantee shall have and maintain a formal written information security program that provides safeguards to protect Personal Information from loss, theft, and disclosure to unauthorized persons, as required by the Oregon Consumer Identity Theft Protection Act, ORS 646A.600-646A.628.
- 15.2.1** In addition to and without limiting the generality of Sections 15.1 and 15.2, Grantee shall not breach or permit breach of the security of any Personal Information that is contained in any document, record, compilation of information or other item to which Grantee receives access, possession, custody or control under this Agreement. Grantee shall not disclose, or otherwise permit access of any nature, to any unauthorized person, of any such Personal Information. Grantee shall not use, distribute or dispose of any Personal Information other than expressly permitted by Agency, required by applicable law, or required by an order of a tribunal having competent jurisdiction.
- 15.2.2** Grantee shall promptly report to the Agency any breach of security, use, disclosure, theft, loss, or other unauthorized access of any document, record, compilation of information or other item that contains Personal Information to which the Grantee receives access, possession, custody or control in the performance of this Agreement.
- 15.2.3** Grantee shall require the compliance by Grantee staff and Grantee agents with this Section.
- 15.3** **Notification; Control of Required Notices.** In the event Grantee or Grantee Agents discover or are notified of a Security Breach or potential breach of security relating to Agency Data as that term is defined by ORS 646A.602(1)(a), or a failure to comply with the requirements of ORS 646A.600 – 628, (collectively, “Breach”), Grantee will promptly but in any event within one calendar day (i) notify the Agency Grant Manager of such Breach and (ii) if the applicable Agency Data was in the possession of Grantee or Grantee agents at the time of such Breach, Grantee will (a) investigate and remedy the technical causes and technical effects of the Breach and (b) provide Agency with a written root cause analysis of the Breach and the specific steps that Grantee will take to prevent the recurrence of the Breach or to ensure the potential Breach will not recur. For the avoidance of doubt, in the event that Agency determines that any such Breach or potential Breach of security involving Agency Data for which notification to Agency customers or employees or any other individual or entity is required by law, Agency will have sole control over the timing, content, and method of such notification, subject to Grantee’s obligations under applicable law.
- 15.4** **Non-Disclosure.** Grantee agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Grantee uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties, or use Confidential Information for any purposes whatsoever other than the Project Activities, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Grantee shall use commercially reasonable efforts to assist Agency in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Grantee shall advise Agency immediately in the event Grantee learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Grant and Grantee will at its expense cooperate with Agency in seeking injunctive or other equitable relief in the name of Agency or Grantee against any such person. Grantee agrees that, except as directed by Agency, Grantee will not at any time during or after the term of this Grant disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Grant, and that upon termination of this Grant, Grantee will retain all documents, papers, and other matter in Grantee's possession that embody Confidential Information for a period of three (3) years, subject to the security requirements of this Section 15, and at Agency request, transfer the Agency Data as directed by Agency. The retention requirements of Section 32 do not apply to Confidential Information retained by Grantee under this paragraph.

- 15.5** Injunctive Relief. Grantee acknowledges that breach of this Article 15, including disclosure of any Confidential Information, will give rise to irreparable injury to Agency that is inadequately compensable in damages. Accordingly, Agency may seek and obtain injunctive relief against the Breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Grantee acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Agency and are reasonable in scope and content.
- 15.6** Grantee's employees, agents, subcontractors, and volunteers that will perform Project Activities must agree to submit to a criminal background check. Such background check must occur prior to performance of Project Activities or access of Agency Confidential Information. Background checks will be performed at Grantee's expense. Grantee and Agency, in their discretion have the right to reject any Grantee employee, agent, subcontractors, or volunteers, or limit any such person's authority to engage in Project Activities or to have access to Agency Personal Information or Grantee premises based on the results of the background check. Any employees, agents, subcontractor or volunteers of Grantee that have engaged in Project Activities between July 1, 2017 and the effective date of this Agreement, for whom a criminal background check has not been performed, shall immediately cease such activities until a background check is performed and passed.

15.7 Reserved

SECTION 16: TERMINATION

- 16.1** This Agreement may be terminated at any time by mutual written consent of the Parties.
- 16.2** Agency may terminate this Agreement as follows:
- 16.2.1** Upon thirty (30) calendar days' advance written notice to Grantee;
 - 16.2.2** Immediately upon written notice to Grantee, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Agreement;
 - 16.2.3** Immediately upon written notice to Grantee, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency's performance under this Agreement is prohibited or Agency is prohibited from paying for such performance from the planned funding source;
 - 16.2.4** Immediately upon written notice to Grantee, if Grantee is in default under this Agreement and such default remains uncured fifteen (15) calendar days after written notice thereof to Grantee; or
 - 16.2.5** As otherwise expressly provided in this Agreement.
- 16.3** Grantee may terminate this Agreement as follows:
- 16.3.1** Immediately upon written notice to Agency, if Grantee fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Grantee's reasonable administrative discretion, to perform its obligations under this Agreement;
 - 16.3.2** Immediately upon written notice to Agency, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Grantee's performance under this Agreement is prohibited or Grantee is prohibited from paying for such performance from the planned funding source;
 - 16.3.3** Immediately upon written notice to Agency, if Agency is in default under this Agreement and such default remains uncured fifteen (15) business days after written notice thereof to Agency; or
 - 16.3.4** As otherwise expressly provided in this Agreement.

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- 16.4** Upon receiving a notice of termination of this Agreement, Grantee will immediately cease all activities, unless Agency expressly directs otherwise in such notice. Upon termination, Grantee will deliver to Agency all documents, information, and works-in-progress, and other property that are or would be deliverables under the Agreement. And upon Agency's reasonable request, Grantee will surrender all documents, research or objects or other tangible things needed to complete the Project activities that were to have been performed by Grantee under this Agreement to which Agency will have a license, or such other rights as outlined in Section 9.

SECTION 17: CONFLICT OF INTEREST

If Grantee is currently performing work for the State of Oregon or the federal government, Grantee by signature to this Agreement declares and certifies that Grantee's activities under this Agreement and the Projects activities to be funded by this Agreement create no potential or actual conflict of interest as defined by ORS Chapter 244.

SECTION 18: NONAPPROPRIATION

Agency's obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon Agency, (or if different from Agency, the source of funding described in Section 6) receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of Agency. Grantee understands and agrees that the specific amount awarded to Grantee is subject to change and may be reduced as a result of actions taken by the State of Oregon's Legislative Assembly funding cuts during the 2017 – 2019 biennium. Grantee understands and agrees that Grant Funds disbursement is conditioned on Grantee's completion of all Project Activities timely, as set forth in Exhibit A, and no later than **June 30, 2019**.

SECTION 19: AMENDMENTS

The terms of this Agreement may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.

SECTION 20: NOTICE

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by facsimile, email, personal delivery, or postage prepaid mail, to a Party's Authorized Representative at the physical address, fax number or email address set forth in Section 4 of this Agreement, with a copy of such notice to the respective Grant Manager set forth in Section 6.1.d, or to such other addresses as either Party may indicate pursuant to this Section 20. Any notice so addressed and mailed becomes effective five (5) business days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number.

SECTION 21: SURVIVAL

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under Sections 8, 9, 10, 13, 14, 15 and 21 hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

SECTION 22: SEVERABILITY

The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

SECTION 23: COUNTERPARTS

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

SECTION 24: COMPLIANCE WITH LAW

In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state and local law.

SECTION 25: INDEPENDENT CONTRACTORS

The Parties agree and acknowledge that their relationship is that of independent parties and that Grantee is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

SECTION 26: INTENDED BENEFICIARIES

Agency and Grantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

SECTION 27: FORCE MAJEURE

Neither Party is responsible for any failure to perform nor any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of the Project activities under this Agreement. Agency may terminate this Agreement upon written notice to Grantee after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

SECTION 28: ASSIGNMENT AND SUCCESSORS IN INTEREST

Grantee may not assign or transfer its interest in this Agreement without the prior written consent of Agency and any attempt by Grantee to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. Agency's consent to Grantee's assignment or transfer of its interest in this Agreement will not relieve Grantee of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

SECTION 29: SUBCONTRACTS

Grantee shall not, without Agency's prior written consent, enter into any subcontracts for any of the Project activities required of Grantee under this Agreement. Agency's consent to any subcontract will not relieve Grantee of any of its duties or obligations under this Agreement.

SECTION 30: TIME IS OF THE ESSENCE

Time is of the essence in Grantee's performance of the Project activities under this Agreement.

SECTION 31: MERGER, WAIVER

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. No waiver or consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

SECTION 32: RECORDS MAINTENANCE AND ACCESS

Grantee shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Grantee shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Grantee, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Grantee performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Grantee, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Grantee acknowledges and agrees that Agency, the Oregon Secretary of State's Office and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Grantee shall 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. Subject to foregoing minimum records retention requirement, Grantee shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

SECTION 33: 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 34: ADDITIONAL REQUIREMENTS

Grantee shall report Project progress using the progress report template provided by the Agency.

SECTION 35: AGREEMENT DOCUMENTS

This Agreement consists of the following documents, which are listed in descending order of precedence:

1. this Agreement less all exhibits, attached,
2. Exhibit A, Project Activities;
3. Exhibit A, Schedule 1, Project File;
4. Exhibit A, Schedule 2, Narrative Report;
5. Exhibit A, Schedule 3, Data Report Instruction;
6. Exhibit A, Schedule 4, Data Report;
7. Exhibit B, Biennial Project Budget Instructions;
8. Exhibit B, Schedule 1, Biennial Project Budget;
9. Exhibit B, Schedule 2, Biennial Project Budget Category Definitions;
10. Exhibit B, Schedule 3, Expenditure Report Instructions;
11. Exhibit B, Schedule 4, Expenditure Report/Reimbursement Claim;
12. Exhibit B, Schedule 5, Fiscal Year End Summary Report; and
13. Exhibit C, Insurance Requirements.

SECTION 36: SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

A. Wasco County (Grantee):

Signature: _____

Date: _____

Printed Name: Mike Middleton, or alternate

Alternate: _____

Title: Finance Director

Title: _____

Federal Tax ID Number _____

B. The State of Oregon, acting by and through its Department of Education:

Signature: _____

Date: _____

Printed Name: Jana Hart, CPPB, OPBC, OCAC, or alternate

Alternate: _____

Title: Operations & Policy Analyst

Title: _____

Office of Finance & Information Technology

C. The State of Oregon, acting by and through its Department of Education:

Signature: _____

Date: _____

Printed Name: Sandy Braden, or alternate

Alternate: _____

Title: Chief of Staff, Youth Development Division

Title: _____

D. APPROVED as to LEGAL SUFFICIENCY pursuant to ORS 291.047 and OAR 137.045.0030:

Signature: Approved as to legal sufficiency by CBurnes eMail on record

Date: September 29, 2017

Printed Name: Cynthia Byrnes, or alternate

Title: Senior Assistant Attorney General

EXHIBIT A
PROJECT ACTIVITIES

Overview**I. General Project**

- a. **Outcomes and Activities** Grantee shall use the Grant Funds to carry out the activities and meet the objectives described in the attached grant application, and as further defined in the Project File and Biennial Budget as set forth herein, including Mutually Reinforcing Activities of each collective impact participant as described in Section 4 of Grantee's grant application. Grantee shall reflect all modifications, clarifications, and final tracked activities and outcomes in the Project Data Report and Fiscal Year End Summary Reports. Grantee shall perform all activities, submit all reports or other deliverables and achieve or exceed all outcomes described in this Exhibit A.
- b. **Grantee Reporting Requirements:** Beginning with the first quarter of the 2017-19 biennium, and continuing each quarter thereafter until June 30, 2019, Grantee shall submit the Expenditure Reports, substantially in the form of Exhibit B, Schedule 3; the Narrative Report substantially in the form of Exhibit A, Schedule 2 and the Project Date Report substantially in the form of Exhibit A, Schedules 3 and 4. Each report must be submitted by the end of each of eight (8) biennial quarters. Agency's obligation to disburse Grant Funds is contingent upon its Grant Manager receiving and approving the quarterly reports described in this paragraph. Reimbursement claims may be submitted prior to completion of all required reporting, however claims will not be processed until reporting is completed, submitted, and approved. Within the time specified in paragraph m below, Grantee shall submit a Fiscal Year Roll-up Report substantially in the form of Exhibit B, Schedule 5.
- c. **Expenditure Reports and Documentation:** Grantee shall submit its Expenditure Report simultaneously with its submission of a Reimbursement Claim, substantially in the form of Exhibit B, Schedule 4, through Agency's Electronic Grants Management System (EGMS). Interim and total claim amounts must match the associated amounts as set forth in Exhibits B, and its Schedules 1 and 2, or the claim will be rejected. Purchase backup documentation (such as receipts and invoices) is not required to be submitted with the Expenditure Report, however all back-up shall be retained by the Grantee, and may be requested by Agency in the event questions about an expenditure arise.
- d. **Budget Line Items:** Grantee shall perform the Project Activities in accordance with the Biennial Project Budget set forth in Exhibit B, Schedule 1 unless otherwise approved pursuant to this Exhibit A, Section I.d. Project spending must adhere to the Budget categories and amounts set forth in Exhibit B, Schedule 1. Grantee shall request Agency's Grant Manager's written approval for any spending variance in any Budget line item within a Project year. Budget modifications of more than 10% or \$500 (whichever is greater) on any Budget line item, and those which modify the not-to-exceed Grant Funds amount require written approval and execution of an amendment to the Grant as set forth in Section 19 prior to the submission of an Expenditure Report and Reimbursement Claim. ***Budget modifications may not exceed fifteen (15)% of the Biennial Project Budget in Indirect Funds.***
- e. **Proposed Project Changes:** Any proposed changes made to the Project described in this Exhibit A must be submitted to and approved by Agency's Grant Manager prior to changes being made by Grantee. All forms, communications, and requests for changes to the Project must be submitted as directed by Grant Manager. If the Grant Manager determines a requested change is material to the Project, the Parties must enter into an amendment as provided in Section 19 of this Agreement before the change is effective.

- f. **Participant Data and Services:** Pursuant to Section 15 of this Agreement, Grantee shall maintain data and files on individual Project participants in a confidential manner. quarterly Project Data Reports shall not include participant names, and shall be anonymized utilizing the formatting of the Data Report's numbering convention, or a numbering convention utilized by the Grantee which will protect the identity of participants. Grantee shall maintain individual case files and other documentation on all Project participants. Grantee must ensure that participant data is protected throughout all services provided under the Project, and among any partners participating in the collective impact efforts or providing services in the scope of this Project as provided in Article XV of this Agreement.
- g. Agency may request identifiable participant data during period of this Agreement for the purpose of data analysis, and any identifiable youth information must be transmitted through a secure channel in compliance with all privacy laws.
- h. **Grantee Site Monitoring:** Agency's Grant Manager and Community Engagement Coordinator, shall conduct one (1) or more site visits during the 2017-2019 biennium. Grantee must notify the Grant Manager in advance of special events, project completion ceremonies and other community activities related to Project Activities funded through the Grant, and other related activities and events that may be of interest to the Agency and Youth Development Council.
- i. **Demonstration of Collective Impact:** Grantee must demonstrate the use of collective impact methodology in its quarterly Project Data Reports, including compliance with the Mutually Reinforcing Activity schedule as prescribed in Section 4 of the Collective Impact Model included in Grantee's grant application. Grantee shall meet at least quarterly with other collective impact participants, and include agendas, sign-in sheets and summaries or minutes from those meetings in its Narrative Report as set forth in Exhibit A, Schedule 2.
- j. **Promotional materials:** Grantee must request and receive approval from Agency's Grant Manager (in writing) before using the YDC logo in any promotional materials.
- k. **Media interviews:** Grantee must acknowledge Agency as a funding source when giving interviews regarding the Project and Agency-funded programs.
- l. **Grantee Performance Expectations** Grantee shall perform the Project Activities as described in the Project File and defined in a Project Data Report, including individual-level demographic data and, Project-specific measures linked to targeted outcomes.
- m. **Grant milestones** – Grantee shall submit a Fiscal Year Roll-Up Report as set forth in Exhibit B, Schedule 5 within 14 calendar days of the end of each fiscal year, and a final Fiscal Year Roll-Up Report at the end of biennium.

EXHIBIT A, SCHEDULE 1

Grant Type
Youth and Community Tier III
Name of Organization
Wasco County
Project Name
YouthThink
Organization Location
202 E. 5th St., The Dalles OR 97058
Amount Requested
\$45,336.00

Grant Staff

Name	Title/Role	Phone Number	eMail
Debby Jones	Program Manager	541-506-2673	debbij@co.wasco.or.us
Mike Middleton	Fiscal Contact	541-506-2770	mikem@co.wasco.or.us
Molly Rogers	Executive Director	541-506-2667	mollyr@co.wasco.or.us

Project Details

Brief Project Overview
Implement SEL training
Address(s) of Primary Service Delivery
YouthThink Office: 660 Court St. The Dalles, OR; The Dalles Middle School / 1100 E. 12th St., The Dalles OR 97058

Project Activities Reporting per Cycle

Please track any co-enrollment in WIOA programs, and note how this funding allows expansion of services and opportunities for participants in that funding.

Outputs
Parent of youth participated in T2T Boot Camp? (Y/N)
Youth participated in Do Something Teen Leader Progam? (Y/N)
How many Do Something Teen Leader Activities has youth participated in?
Pre Assessment Score for Do Something Teen Leaders?

Program Outcomes

Outcomes	Benchmark
Youth parent or guardian completed T2T Boot Camp? (Y/N)	
Days absent from school?	
Number of behavior referrals youth of parent participating in T2T Boot Camp has received?	

Program and Budget Alignment

Line Item Clarity

Additional Notes

--



EXHIBIT A, SCHEDULE 2
NARRATIVE REPORT

YOUTH & YOU
Oregon Youth Development Council

Please enter grant information here:

Grant Type

Youth and Community Tier III

Organization

Wasco County

Project Name

YouthThink

Subgrant #

For YDD Use Only

Grant Manager Name & Contact eMail

Abraham Magaña / abraham.magana@state.or.us

Biennium

2017-2019

The intent of the Narrative Report is to provide a venue for telling the “story” of the Project quarterly activities and outcomes in your own words. The narrative should reflect and provide context for the information shared in your Expenditure Report, Project Data Report, and Collective Impact Reporting. Collective Impact Reporting will include quarterly attachments of the Sign in Sheet, Agenda, and Meeting Summary.

You may answer in the format of your choice:

- short answers to each question, or
- an essay-style narrative that incorporates all of the requested information.

Please provide answers to the following questions in your Narrative Report:

1. Describe activities undertaken as part of this grant during the reporting period. These may include:

- Project development
- Outreach and recruitment
- Services to youth
- Work with partners
- Special events and activities
- Collective impact work

Be sure to include activities reflected in the Expenditure Report. For example, if there is a reported expenditure in the Professional Development category, the narrative should provide information about the training activities.

2. Share one or more participant, project and/or community success story.

3. Share any challenges you have encountered in carrying out your grant-related activities. Have you identified any new approaches or plans to address these?

4. Specifically identify any promising practices or effective approaches you have identified in your grant-related work.

5. Provide additional information about your collective impact effort, organization, program, Project, or any other outcomes and activities that have been identified as part of your Project Narrative Reporting, and anything additional you would like us to know.



**EXHIBIT A, SCHEDULE 3
DATA REPORT INSTRUCTIONS**

YOUTH & YOU
Oregon Youth Development Council

This tab provides general instructions and information for completion of the Data Report, found on a following tab of this workbook. For detailed instructions, see the *Definitions* tab in this workbook. Please complete the information below, and refer to the guidance below to ensure correct completion of the Data Report. The Data Report must be submitted, reviewed, and approved each quarter. Please note, all reporting requirements must be current prior to the approval of any EGMS claim.

Please enter grant information here:

Biennium:

2017-2019

Sub Grant #

For YDD Use

Grant Type:

Youth and Community Tier III

Organization:

Wasco County

Project Name:

YouthThink

Grant Manager Contact Information:

Abraham Magaña / abraham.magana@state.or.us

IMPORTANT: Adhere to all Federal and State regulations concerning privacy of information.

1. This Data Report is required. The Data Report must be submitted quarterly as part of the required quarterly reporting. For detailed definitions and instructions, see the following *Definitions* tab of this workbook.
2. Rows: Each row represents an individual participant in the program. Each row is linked to a single participant by a unique Youth ID.
3. Cells: Each cell of each row captures information pertaining to the individual the row represents. Each cell has three primary data entry options: (1) numeric, (2) date (m/d/yyyy), and (3) selection from a dropdown menu.
4. Data collection begins at the beginning of the biennium or when a new participant starts the program. For each youth starting participation, please enter data in the following categories of the Universal (blue banner) section: (a)*Youth Demographics* (All), (b) *Enrollment* (Start Date), and (c) *Youth Characteristics at Program Exit Date* (All).

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5. **Measures:** Enter agreed upon information in the corresponding column to capture youth participation in programming activities. Measures that are counts should be reported as totals for the reporting period. Data should be entered and updated for all **Measures** when a participant is exited from the program.
6. **Outcomes:** Enter agreed upon information in the corresponding column to capture youth outcomes. Information should be entered or captured elsewhere at time of occurrence and updated for the reporting period. Data should be entered and updated for all **Outcomes** when a participant is exited from the program.
7. Data collection ends when a youth stops participating, the cohort completes programming, or the end of the biennium. For each youth please enter data in the following categories of the Universal (blue banner) section: (a) **Enrollment** (End Date), (b) **Youth Characteristics at Program End Date** (All), (c) **Measures** (All: update) and (d) **Outcomes** (All: update).

PLEASE NOTE:

- a. Drop down menus are provided to ensure consistency of measurement. If you encounter an error in a menu, or find that the option you require is unavailable, choose the best available answer and contact your grant manager for more information.
- b. **ALL** cells in every row within the **Universal** section (blue banner) require an entry. Choose the best answer from the dropdown menu.
- c. The Data Report will be used over the course of the two-year biennium. Participants may continue participation from Year 1 to Year 2 if appropriate within the planned programming; it is not necessary to exit all participants at the end of Year 1 if that does not suit the service delivery model.

EXHIBIT A, SCHEDULE 4
Data Report

PROGRAM SPECIFIC			
MEASUREMENT			
OUTCOMES			
Parent of youth participated in T2T Boot Camp? (Y or N)	Youth participated in Do Something Teen Leader Program? (Y or N)	How many Do Something Teen Leader activities has youth participated in?	Pre-Assessment score for Do Something Teen Leaders?
Youth parent or guardian completed T2T Boot Camp? (Y or N)	Days absent from school?	Number of behavior referrals youth of parent participating in T2T Boot Camp has received?	



EXHIBIT B
2017 – 2019 BIENNIAL PROJECT BUDGET
YOUTH & YOU
Oregon Youth Development Council

This workbook is to be used to develop the biennial budget for your Youth Development Council funded program, and for subsequent quarterly fiscal reporting. The completed budget sheet will automatically populate in the appropriate fiscal reporting sheets, and this workbook will provide a comprehensive view of your program budget and expenditures.

Please follow the instructions below to complete the Biennial Budget form (Tab 2) and return it to your grant manager. If you have any questions or encounter any problems in completing the report, please contact your grant manager.

Please enter grant information here:

Biennium

2017-2019

Sub Grant #

For YDD Use

Grant Type:

Youth and Community Tier III

Organization:

Wasco County

Project Name:

YouthThink

Grant Manager Contact Information:

Abraham Magaña / abraham.magana@state.or.us

1. The first three (purple-shaded) tabs in this workbook are to be used to complete the biennial budget. They are the instructions entitled *Budget Instructions*; the budget worksheet entitled *Biennial Budget*; and definitions of the line items/ budget categories found in the Biennial Budget entitled *Category Definitions*.
2. The *Biennial Budget* worksheet must be completed using the budget submitted with the grant application.
3. The Biennial Budget is intended to account for the Youth Development Council's awarded funds only. Do not include funding from other sources, nor report expenditures beyond the scope of the award.
4. All awarded funds need to be accounted for within the Biennial Budget worksheet. Significant changes to the initial budget submitted with the application need to be authorized by the grant manager.
5. Completing the Biennial Budget worksheet will almost certainly entail re-categorizing the initial budgets line items. Please refer to the *Category Definitions* tab to aid in this process.
6. Use the ***Additional Information*** section at the bottom of the budget worksheet to provide additional clarification on how the initial line items were re-categorized.
7. Any amount entered in the ***Other*** categories require additional specification which needs to be provided in the ***Additional Information*** section. A brief description of the proposed use of these funds should suffice.

PLEASE NOTE:

The Biennial Budget is a necessary component of the contract. Without the Biennial Budget the contract is incomplete. **Therefore, the Biennial Budget worksheet must be completed and approved before a contract can be executed.**

EXHIBIT B, SCHEDULE 1
2017 – 2019 BIENNIAL PROJECT BUDGET

Biennium:	2017-2019		
Sub Grant #	For YDD Use		
Grant Type:	Youth and Community Tier III		
Organization:	Wasco County		
Project Name:	YouthThink		
Grant Manager Contact Information:	Abraham Magaña / abraham.magana@state.or.us		
Category	Year One Budget	Year Two Budget	Biennium Budget
Direct Services			
Personnel	14,795.00	14,795.00	29,590.00
Operating			0.00
Travel & Transportation			0.00
Supplies & Materials	2,500.00	2,250.00	4,750.00
Professional Services & Fees	3,000.00	3,500.00	6,500.00
Professional Development & Training		2,000.00	2,000.00
Equipment			0.00
Client Incentives & Supports			0.00
Other			0.00
Indirect Services	Important: <i>Indirect Services cannot exceed 15% of awarded funds.</i>		
CI Backbone Support			0.00
Administrative		2,500.00	2,500.00
Other:			0.00
TOTAL:	\$20,295.00	\$25,045.00	\$45,340.00
Additional Information:	Use this area to provide clarification on how original line items have been re-categorized		

EXHIBIT B, SCHEDULE 2
BIENNIAL PROJECT BUDGET FUND CATEGORY DEFINITIONS

Category	Definition
Personnel	Salaries, wages, and benefits for in-house staff performing work on an Agency Grant
Operating	Costs for Project operations, <i>not including</i> materials, supplies, and equipment. Includes rent, utilities, and other recurring costs associated with the work site. May include postage, printing, and other costs associated with Project delivery.
Supplies & Materials	Includes all consumable materials required for Project delivery. This may include office supplies, course materials, items for use in youth activities and training, safety and work site materials, and other items with a unit value under \$100.
Equipment	Includes computers, printers, and other devices used for Project delivery, and other non-consumable items with a useable life of one year or more, and/or a per unit value of \$100 or greater.
Travel & Transportation	Costs for staff travel and transportation of Project participants, including fuel, vehicle rental, and transit.
Professional Services & Fees	Includes contracted services, training for Project participants provided by an outside entity, and other program memberships and fees.
Professional Development & Training	Includes staff training, certifications, and other professional development activities. Any training offered by an outside entity that also includes Project participants is considered a Project service, and should be included in the "Professional Services and Fee" category.
Client Incentives & Supports	All direct assistance and supports provided to Project participants. Includes transportation assistance, clothing, license and certificate costs, tuition assistance, and incentives.
Indirect	Administrative and overhead costs not directly associated with the Project.
Collective Impact Backbone Support	Costs that directly support the activities of the Collective Impact initiative guiding the work of the Project, provided to the Collective Impact Backbone organization.
Other	Other costs not described above will be identified in the Biennial Project Budget and tracked accordingly.

EXHIBIT B, SCHEDULE 3
EXPENDITURE REPORT INSTRUCTIONS

This workbook is to be used in reporting all expenditures of Youth Development Division funds in the delivery of Youth & Community, Youth & Innovation, Youth & Workforce and Youth & Innovation Grants. The workbook is designed to fulfill the fiscal reporting requirements for each quarter of the biennium, and will allow review of expenditures against the approved budget on an ongoing basis. Please review the following instructions for the completion of this report. **If you have any questions or encounter any problems in completing the report, please contact your grant manager.**

Please enter program information here:

Biennium

2017-2019

Sub Grant #

For YDD Use

Grant Type:

Youth and Community Tier III

Organization:

Wasco County

Project Name:

YouthThink

Grant Manager Contact Information:

Abraham Magaña / abraham.magana@state.or.us

1. This workbook contains eight total tabs: the **Biennial Budget**, **Category Definitions**, **Expenditure Report Instructions**, four representing worksheets for each respective quarter of the fiscal year, and one that provides a year to date summary of what has been reported.
3. To begin select the appropriately labeled tab (Quarter 1, Quarter 2, etc.) to open the corresponding worksheet for the desired quarterly Expenditure Report. Each quarterly Expenditure Report has the quarter labeled on the tab as well as in the header of each worksheet.
4. Grant expenditures equate with the amount that will be reimbursed. Thus, expenditures are entered in the appropriate category within the green shaded column labeled **Requested Funds**.
5. Expenditure categories are determined by the Biennial Budget and are reflected in the column entitled **Year One Budget**. Quarterly expenditures must be entered within categories that have a budgeted amount in the **Year One Budget** column.
6. Please refer to the "Category Definitions" tab in the Budget section of this workbook, if uncertain as to which category an expense should be assigned to, or consult the grant manager.
7. The **Requested Funds** column is the only column that requires entries in the quarterly Expenditure Report. The **Funds Remaining** and **Expenditures Reported to Date** will update automatically to provide row and column totals based on reported expenditures/request for funds.
8. When all quarterly grant expenditures have been entered, the Requested Funds column total must be an exact match with the corresponding quarterly claim made in the Electronic Grant Management System (EGMS). **Any** discrepancy will prohibit approval of the Expenditure Report and delay processing of the EGMS claim.
9. Budget modifications are possible and encouraged if doing so facilitates the effective use of grant funds in the service youth. Please consult with the grant manager as soon as a modification is anticipated.
10. **All required quarterly reporting must be current and approved before an existing EGMS claim will be processed.**

EXHIBIT B, SCHEDULE 4
EXPENDITURE REPORT / REIMBURSEMENT CLAIM

Biennium:	2017-2019		
Sub Grant #	For YDD Use		
Grant Type:	Youth and Community Tier III		
Organization:	Wasco County		
Project Name:	YouthThink		
Grant Manager Contact Information:	Abraham Magaña / abraham.magana@state.or.us		
Category	Fiscal Year Budget	Grant Expenditures	
	<input type="checkbox"/> Year One <input type="checkbox"/> Year Two	Reported to Date	Requested Funds
Direct Services			
Personnel	\$0.00	\$0.00	
Operating	\$0.00	\$0.00	
Travel & Transportation	\$0.00	\$0.00	
Supplies & Materials	\$0.00	\$0.00	
Professional Services & Fees	\$0.00	\$0.00	
Professional Development & Training	\$0.00	\$0.00	
Equipment	\$0.00	\$0.00	
Client Incentives & Supports	\$0.00	\$0.00	
Other	\$0.00	\$0.00	
Indirect Services			
CI Backbone Support	\$0.00	\$0.00	
Administrative	\$0.00	\$0.00	
Other:	\$0.00	\$0.00	
TOTAL	\$0.00	\$0.00	\$0.00
<p><i>I certify that services, as specified in the current submitted budget, have been provided during this reporting quarter. By entering my name below, I certify that all information provided in this report is accurate.</i></p>			
Staff Member Certifying Report:			
Title:			
Date:			



EXHIBIT B, SCHEDULE 5
Fiscal Year End Summary
Expenditures and Requested Funds
YOUTH & YOU
Oregon Youth Development Council

Biennium: 2017-2019					
Sub Grant # For YDD Use					
Grant Type: Youth and Community Tier III					
Organization: Wasco County					
Project Name: YouthThink					
Grant Manager Contact Information: Abraham Magaña / abraham.magana@state.or.us					
Category	Fiscal Year Budget <input type="checkbox"/> Year One <input type="checkbox"/> Year Two	Grant Expenditures To Date	% Expended	Funds Remaining	% Remaining
Direct Services					
Personnel	0.00			0.00	
Operating	0.00			0.00	
Travel & Transportation	0.00			0.00	
Supplies & Materials	0.00			0.00	
Professional Services & Fees	0.00			0.00	
Professional Development & Training	0.00			0.00	
Equipment	0.00			0.00	
Client Incentives & Supports	0.00			0.00	
Other	0.00			0.00	
Indirect Services					
CI Backbone Support	0.00			0.00	
Administrative	0.00			0.00	
Other:	0.00			0.00	
TOTAL	\$ -	\$ -		\$ -	

EXHIBIT C
INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS:

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

Insurance Reserve Fund. Grantee may establish a Self-Insurance Reserve Fund for the commercial general liability and automobile coverages. In the event the Grantee establishes a Self-Insurance Reserve Fund, the insurance coverages set forth in this Exhibit C may be excess to any sub-recipient insurance. Grantee may pay any liabilities or claims that fall within the insurance policy self-insured retention directly from the Self-Insurance Reserve Fund.

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Grantee, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Grantee shall require and ensure that each of its subcontractors complies with these requirements. If Grantee is a subject employer, as defined in ORS 656.023, Grantee shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Grantee 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.

COMMERCIAL GENERAL LIABILITY:

Required **Not required**

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the Agency. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Agreement, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$3,000,000.

Abuse and Molestation Insurance as an endorsement to the Commercial General Liability policy in a form and with coverage that are satisfactory to the Agency covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Grantee is responsible including but not limited to Grantee and Grantee's employees and volunteers. Policy endorsement's definition of an insured shall include the Grantee, and the Grantee's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000. These limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.

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AUTOMOBILE LIABILITY INSURANCE:

Required **Not required**

Automobile Liability Insurance covering Grantee'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.

EXCESS/UMBRELLA INSURANCE:

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

ADDITIONAL INSURED:

The Commercial General Liability insurance and Automobile liability insurance required under this Agreement must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Grantee's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of Grantee's ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent.

TAIL COVERAGE:

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Grantee shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of (i) Grantee's completion and Agency's acceptance of all Services required under this Agreement, or, (ii) Agency or Grantee termination of Agreement, or, (iii) The expiration of all warranty periods provided under this Agreement.

CERTIFICATE(S) AND PROOF OF INSURANCE:

Grantee shall provide to Agency Certificate(s) of Insurance for all required insurance before performing any Project activities required under this Agreement. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. 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. As proof of insurance Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Agreement. Grantee shall furnish acceptable insurance certificates to the **Oregon Department of Education, Attn: Amy Fowler, 255 Capitol St NE, Salem OR 97310 / amy.fowler@state.or.us** prior to commencing the work.

NOTICE OF CHANGE OR CANCELLATION:

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

INSURANCE REQUIREMENT REVIEW:

Grantee agrees to periodic review of insurance requirements by Agency under this agreement and to provide updated requirements as mutually agreed upon by Grantee and Agency.

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STATE ACCEPTANCE:

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

**COUNTY OF WASCO
PERSONAL SERVICES CONTRACT
Comprehensive Family Services, LLC**

THIS AGREEMENT is between the County of Wasco, an Oregon political subdivision (County), and Comprehensive Family Services, LLC, (Contractor). This Agreement shall be effective when signed by both parties.

RECITALS

- A Contractor has the training, ability, knowledge, and experience to provide services desired by the County.
- B. County selected Contractor to provide services pursuant to a solicitation process consistent with its public contracting rules.
- C. The services described below are to be provided by the Contractor in connection with a project identified as follows: The Contractor will be the program coordinator to implement "What's Strong with You" is a prevention/intervention program developed in partnership with YOUTHINK and The Dalles Middle School. This program will identify students with behaviors that are interfering with their education experience and allow them to access services through Comprehensive Family Services, LLC. See Attachment "A" for details.

AGREEMENT

1. Services to be Provided

Contractor shall begin services on February 11, 2018 payment shall not be made for any other services without the written agreement by the County. The Contractor will provide written invoices outlining the hours worked and details including number of students, and types of intervention.

2. Term

This Agreement shall expire, unless otherwise terminated or extended, on June 30, 2019.

3. Compensation

County agrees to pay Contractor at a billable rate of \$56.00 per hour with a total compensation not to exceed \$17,500 for performance of those services described in Attachment "A" inclusive of all parts, materials and supplies, for which payment shall be based upon the following applicable terms:

- a. County will review Contractor's invoice and within ten (10) days of receipt notify Contractor in writing if there is a disagreement or dispute with the invoice. If there are no such disputes with the invoice, County shall pay the invoice amount in full within thirty (30) days of invoice date.
- b. Payment by County to Contractor for performance of services under this Agreement includes all expenses incurred by Contractor.
- c. Payment by County shall release County from any further obligation for payment to Contractor, for services performed or expenses incurred as of the date of the invoice. Payment shall not be considered acceptance or approval of any work or waiver of any defects therein.

4. Assignment/Delegation

Neither party shall assign or transfer any interest in or duty under this Agreement without the written consent of the other.

5. Status of Contractor as Independent Contractor

Contractor certifies that:

- A. Contractor acknowledges that Contractor is an independent contractor as defined by ORS 670.600 and not an employee of County, shall not be entitled to benefits of any kind to which an employee of County is entitled and shall be solely responsible for all payments and taxes required by law. Furthermore, in the event that Contractor is found by a court of law or any administrative agency to be an employee of County for any purpose, County shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Contractor under the terms of this Agreement, to the full extent of any benefits or other remuneration Contractor receives (from County or third party) as a result of the finding and to the full extent of any payments that County is required to make (to Contractor or to a third party) as a result of the finding.
- B. Contractor represents that no employee of the County, or any partnership or corporation in which a County employee has an interest, has or will receive any remuneration of any description from Contractor, either directly or indirectly, in connection with this Agreement, except as specifically declared in writing.
- C. Contractor is not an officer, employee, or agent of the County as those terms are used in ORS 30.265.

6. Indemnification

Contractor agrees to indemnify and defend the County, its officers, agents, employees and volunteers and hold them harmless from any and all liability, causes of action, claims, losses, damages, judgments or other costs or expenses including attorney's fees and witness costs (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity which in any way arise from, during or in connection with the performance of the work described in this Agreement, except to the extent that the liability arises out of the negligence of the County and its employees. Contractor's indemnification shall also cover claims brought against the County under state or federal workers' compensation laws. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, the illegality or invalidity shall not affect the validity of the remainder of this indemnification.

7. Labor and Materials

If Contractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with this Agreement within thirty (30) days after receipt of payment from County, Contractor shall owe the person the amount due plus interest charges commencing at the end of the ten (10) day period that payment is due and ending up final payment.

8. Insurance

Contractor and its subcontractors shall maintain insurance acceptable to County in full force and effect throughout the term of this Agreement. The insurance shall cover all activities of the contractor arising directly or indirectly out of Contractor's work

performed hereunder, including the operations of its subcontractors of any tier.

The policy or policies of insurance maintained by the Contractor and its subcontractor shall provide at least the following limits and coverages:

A. Commercial General Liability Insurance

Contractor shall obtain, at contractor's expense, and keep in effect during the term of this Agreement, Comprehensive General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. The following insurance will be carried:

Coverage Limit

General Aggregate	2,000,000
Personal & Advertising Injury	1,000,000
Each Occurrence	1,000,000
Professional Liability	1,000,000

B. Commercial Automobile Insurance

Contractor shall also obtain, at contractor's expense, and keep in effect during the term of the Agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$1,000,000.

C. Workers' Compensation Insurance

The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this Contract that are either subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers or employers that are exempt under ORS 656.126. Out-of-state employers must provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year. Contractors who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than \$500,000 each accident.

D. Additional Insured Provision

The Commercial General Liability Insurance and Commercial Automobile Insurance policies and other policies the County deems necessary shall include the County as an additional insured with respect to this Agreement.

E. Notice of Cancellation

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the County. Any failure to comply with this provision will not affect the insurance coverage provided to the County. The certificates of insurance provided to the County shall state that the insurer shall endeavor to provide 30 days' notice of cancellation to the County

F. Certificates of Insurance

As evidence of the insurance coverage required by the Agreement, the Contractor shall furnish a Certificate of Insurance to the County. No contract shall be effected until the required certificates have been received and approved by the County. The certificate will specify and document all provisions within this Agreement. A renewal certificate will be sent to the above address 10 days prior to coverage expiration.

G. Primary Coverage Clarification

The parties agree that Contractor's coverage shall be primary to the extent permitted by law. The parties further agree that other insurance maintained by the County is excess and not contributory insurance with the insurance required in this section.

H. Cross-Liability Clause

A cross-liability clause or separation of insureds clause will be included in all general liability, professional liability, pollution, and errors and omissions policies required by this Agreement.

The procuring of required insurance shall not be construed to limit Contractor's liability under this Agreement. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this Agreement.

9. Method and Place of Submitting Notice, Bills and Payments

All notices, bills and payments shall be made in writing and may be given by personal delivery or mail. Payments may be made by personal delivery, mail, or electronic transfer. The following addresses shall be used to transmit notices and other information:

County:

Debby Jones, Prevention Specialist
202 East Fifth Street
The Dalles, OR 97058
Business Phone: 541.506.2673

Contractor:

Jenise Bryan, Program Director
Comprehensive Family Services, LLC
219 W. 15th Street, The Dalles, OR 97058

Notices mailed to the address provided for notice in this section shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery.

10. Merger

This writing is intended both as a final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both parties.

11. Ownership of Work Documents

All work performed by Contractor and compensated by County pursuant to this Contract shall be the property of County upon full compensation for that work performed or document produced to Contractor, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers and grants to County all rights of reproduction and the copyright to all such documents.

12. Labor and Material

Contractor shall provide and pay for all labor, materials, equipment, tools, transportation, and other facilities and services necessary for the proper execution and completion of all Contract work, all at no cost to County other than the compensation provided in this Contract.

13. Ownership of Work and Documents

All work performed by Contractor and compensated by County pursuant to this Contract shall be the property of County upon full compensation for that work performed or document produced to Contractor, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers and grants to County all rights of reproduction and the copyright to all such documents.

14. Health Insurance Portability and Accountability Act.

- A. If the Services funded in whole or in part with financial assistance provided under this Contract are covered by the Health Insurance Portability and Accountability Act or the federal regulations implementing the Act (collectively referred to as HIPAA), Contractor agrees to deliver the Services in compliance with HIPAA. Without limiting the generality of the foregoing, Services funded in whole or in part with financial assistance provided under this Contract are covered by HIPAA. Contractor shall comply and cause all Contractors to comply with the following:
- B. Privacy and Security of Individually Identifiable Health Information. Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between Contractor and County for purposes directly related to the provision of services to Contractor's clients, which are funded in whole or in part under this Contract. However, Contractor shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate the Oregon Privacy Rules, OAR 410-014-0000 et Seq., or County policy.

15. Termination for Convenience

This Contract may be terminated by mutual consent of the parties upon written notice. In addition, County may terminate all or part of this Contract upon determining that termination is in the best interest of County by giving seven (7) days' prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor. Upon termination under this paragraph, Contractor shall be entitled to payment in accordance with the terms of this Contract for Contract work completed and accepted before termination less previous amounts paid and any claim(s) County has against Contractor. Pursuant to this paragraph, Contractor shall submit an itemized invoice for all unreimbursed Contract work completed before termination and all Contract closeout costs actually incurred by Contractor.

County shall not be liable for any costs invoiced later than thirty (30) days after termination unless Contractor can show good cause beyond its control for the delay.

16. Termination for Cause

County may terminate this Contract effective upon delivery of written notice to Contractor, or at such later date as may be established by County, under any of the following conditions:

- A. If County funding is not obtained and continued at levels sufficient to allow for purchases of the indicated quantity of services. The Contract may be modified to accommodate a reduction in funds.
- B. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.
- C. If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed.

15. Termination for Default

Either County or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within fifteen (15) days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

If Contractor fails to perform in the manner called for in this Contract or if Contractor fails to comply with any other provisions of the Contract, County may terminate this Contract for default. Termination shall be effected by serving a notice of termination on Contractor setting forth the manner in which Contractor is in default. Contractor shall be paid the Contract price only for services performed in accordance with the manner of performance as set forth in this Contract.

16. Remedies

In the event of breach of this Contract the parties shall have the following remedies:

- A. If terminated under paragraph 16 by County due to a breach by Contractor, County may complete the work either itself, by agreement with another contractor, or by a combination thereof.
- B. In addition to the above remedies for a breach by Contractor, County also shall be entitled to any other equitable and legal remedies that are available.
- C. If County breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.
- D. County shall not be liable for any indirect, incidental, consequential, or special damages under the Contract or any damages arising solely from terminating the Contract in accordance with its terms.

- E. Upon receiving a notice of termination, and except as otherwise directed in writing by County, Contractor shall immediately cease all activities related to the services and work under this Contract. As directed by County, Contractor shall, upon termination, deliver to County all then existing work product that, if the Contract had been completed, would be required to be delivered to County.

17. Nondiscrimination

During the term of this Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin.

18. Governing Law; Jurisdiction; Venue

This Contract shall be governed by and construed in accordance with the laws of the state of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between County and Contractor that arises from or relates to this Contract which results in litigation shall be brought and conducted solely and exclusively within the Circuit Court of Wasco County for the state of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States Court for the State of Oregon.

19. Compliance with Laws and Regulations

Contractor shall comply with all state and local laws, regulations, executive orders and ordinances applicable to this Contract or to the delivery of services hereunder. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to this Contract: a) All applicable requirements of state civil rights and rehabilitation statutes, rules, and regulations; b) All state laws governing operation of Addictions and Community Mental Health Programs; c) All state laws requiring reporting of Client abuse; d) ORS 659A.400 to 659A.409, ORS 659A.145, and all regulations and administrative rules established pursuant to those laws. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to this Contract and required by law to be so incorporated.

20. Experience, Capabilities and Resources

By execution of this Contract, the Contractor agrees that: Contractor has the skill, legal capacity, and professional ability necessary to perform all the services required under this Contract. Contractor has the capabilities and resources necessary to perform the obligations of this Contract.

21. Documents

All work in its original form, including, but not limited to, documents, notes, papers, computer programs, diaries, recordings and reports performed or produced by Contractor under this contract shall be the exclusive property of the County and shall be delivered to County prior to final payment.

22. Access to Records

For not less than three (3) years after the Contract expiration and for the purpose of making audit, examination, excerpts, and transcripts, County, and its duly authorized representatives

shall have access to Contractor's books, documents, papers, and records that are pertinent to this Contract. If, for any reason, any part of this Contract, or any resulting construction contract(s) is involved in litigation, Contractor shall retain all pertinent records for not less than three years or until all litigation is resolved, whichever is longer. Contractor shall provide full access to these records to County, and its duly authorized representatives in preparation for and during litigation.

23. Representations and Warranties

Contractor represents and warrants to County that (1) Contractor has the power and authority to enter into and perform this Contract, (2) when executed and delivered, this Contract shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, (3) Contractor shall, at all times during the term of this Contract, be duly licensed to perform the services, and if there is no licensing requirement for the profession or services, be duly qualified and competent, (4) the services under this Contract shall be performed in accordance with the professional skill, care and standards of other professionals performing similar services under similar conditions. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

24. Attorney Fees

In case a suit or action is instituted to enforce the provisions of this Contract, the parties agree that the losing party shall pay such sums as the court may adjudge reasonable for attorney fees and court costs, including attorney fees and costs on appeal.

25. Confidentiality

Contractor shall maintain the confidentiality of any of County's information that has been so marked as confidential, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent Contractor from establishing a claim or defense in an adjudicatory proceeding. Contractor shall require similar agreements from County's and/or Contractor's subcontractors to maintain the confidentiality of information of County.

Contractor shall ensure that patient's privacy is protected and that confidential records are secure from unauthorized disclosure consistent with the HIPPA confidentiality requirements of 45 CFR parts 160 and 164, and consistent with other state or federal regulations governing privacy and confidentiality.

27. Force Majeure

Contractor shall not be deemed in default hereof nor liable for damages arising from its failure to perform its duties or obligations hereunder if such is due to causes beyond its reasonable control, including, but not limited to, acts of God, acts of civil or military authorities, fires, floods, windstorms, earthquakes, strikes or other labor disturbances, civil commotion or war.

28. Waivers

No waiver by County of any provision of this Contract shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by Contractor of the same or any other provision. County's consent to or approval of any act by Contractor requiring County's consent or approval shall not be deemed to render unnecessary the obtaining of County's

consent to or approval of any subsequent act by Contractor, whether or not similar to the act so consented to or approved.

29. Severability

Any provisions of this Contract which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and such remaining provisions shall remain in full force and effect.

30. Headings

The captions contained in this Contract are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.

31. Integration

This Contract, including the attached exhibits contains the entire agreement between the parties regarding the matters referenced herein and supersedes all prior written or oral discussions or agreements regarding the matters addressed by this Contract.

32. Amendments

This Agreement shall not be waived, altered, modified, supplemented, or amended in any manner without a duly executed Amendment. Any amendments to this Agreement shall be effective only when reducing to writing and signed by both parties as below.

33. Authority

The representatives signing on behalf of the parties certify that they are duly authorized by the party for which they sign to make this Contract.

34. Compliance with Oregon Tax Laws

The undersigned is authorized to act on behalf of Contractor and that Contractor is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws.

**WASCO COUNTY
BOARD OF COMMISSIONERS**

Steven Kramer, Commission Chair

Scott C. Hege, County Commissioner

Kathy Schwartz, County Commissioner

Comprehensive Family Counseling

Jensie Bryan, Program Director

APPROVED AS TO FORM:

Kristen Campbell
County Counsel



AGENDA ITEM

GIS Fee Waiver Request

[LAND TRUST FEE WAIVER REQUEST](#)

[STAFF MEMO](#)

HEADQUARTERS
850 OFFICERS' ROW
VANCOUVER, WA 98661



CONTACT
TEL: 360.696.0131
FAX: 360.696.1847

January 16, 2019

Wasco County Board of Commissioners
511 Washington St. Room 302
The Dalles, OR 97058

Subject: Wasco County GIS Fee Waiver Request

The East Cascades Oaks Partnership recently formed in response to broadly-shared interest and enthusiasm among oak conservation partners in the East Cascades. Our partnership's primary goal is to develop a strategic, collaborative, landscape-scale approach to conservation that responds to stakeholder needs while improving the pace, scale, and effectiveness of oak conservation efforts in the East Cascades Ecoregion. The group's efforts are initially being funded by Oregon Watershed Enhancement Board's Focused Investment Program, by the Cornell Lab of Ornithology, Pacific Birds, and the Gray Family Foundation (Advancing Conservation Excellence grant program).

Working with regional partners that range from federal, state, and local government agencies to nonprofits, private landowners, businesses, and local industry, the partnership is focused on developing a strategic action plan to guide oak conservation in the region. We are currently engaged in extensive stakeholder interviews. Central to the development of this action plan, is a GIS based spatial prioritization that will focus on an area that includes Yakima, Klickitat, Skamania, Hood River, and Wasco County. Parcel data along with other spatial information from across this focus area will be used to develop spatially explicit understanding of how people interact with oaks on the landscape and where we can focus our efforts to have a strategic and focused impact. Parcel data provided will not be shared amongst partners without prior arrangement and will be managed by Columbia Land Trust and GIS contractors.

A waiver of the GIS fee for Wasco County would allow the partnership to leverage its limited budget on building a stronger comprehensive strategic action plan and engaging with stakeholders in your community.

The partnership's steering committee includes the following partners:

Robin Dobson, retired USFS
Jeremy Thompson, ODFW
Amber Johnson, WDFW
Ryan Bessette, Wasco SWCD/NRCS
Lindsay Cornelius, Columbia Land Trust
Bruce Taylor, Pacific Birds

Jake Anderson, Klickitat County Natural Resources Dept.
Barbara Robinson, private citizen
Bill Weiler, Sandy Basin Watershed Council & Columbia Gorge Ecology Inst.

LAND TRUST ACCREDITATION COMMISSION ACCREDITED | OFFICES IN: ASTORIA • PORTLAND • HOOD RIVER

HEADQUARTERS
850 OFFICERS' ROW
VANCOUVER, WA 98661



Columbia Land Trust
CONSERVING THE NATURE YOU LOVE

CONTACT
TEL: 360.696.0131
FAX: 360.696.1847

Other at large partners includes:

WA Department of Natural Resources
Oregon State Parks
Wasco County Soil & Water Cons. District
Columbia River Gorge Commission
Yakama Nation
Confederated Tribes of the Warm Springs
Oregon Department of Forestry
White River Wildlife Area

Central Klickitat Conservation District
Eastern Klickitat Conservation District
The Nature Conservancy
Friends of the Gorge
The Native Plant Society
Private landowners.

Please feel free to contact me or our GIS Coordinator, Tanner Scrivens, for more information about how this data would be utilized and managed. We appreciate your consideration.

Sincerely,

Lindsay Cornelius
ECOP Steering Committee Chairperson
(360) 921-1074

Tanner Scrivens
ECOP Technical Committee Chairperson and GIS Coordinator
(541) 968-7010

1/30/2019

Staff memo for Columbia Land Trust fee waiver request of January 2019

I forwarded the fee waiver request from Columbia Land Trust to our GIS partners (City of The Dalles, Mid-Columbia Fire and Rescue, Northern Wasco County PUD, and Sherman County) asking for feedback. On the assumption Columbia Trust is asking only for the tax lot data (their letter was not completely clear on this point) our partners had the following suggestions (full responses are at the bottom of this report):

1. Give a partial discount.
2. Grant the fee waiver but give them a modified version of the tax lot layer (strip out some of the information)
3. Note that if the Board grants the fee waiver to one nonprofit you may need to grant them all to be consistent in your decisions.

This is the first formal request we have received from a non-profit, non-governmental entity. The Board has made past decisions on other fee waiver requests as follows:

January 2013, Washington Surveying, a private insurance company. Request denied.

February 2017, Cascade Utilities, a private company. Request denied.

November 2017, Northern Wasco County Parks and Recreation District working with a private vendor. Request denied.

July 2018, The Dalles Irrigation District working with a private vendor. Request denied.

In the last three cases the partners were unanimous in their opinion that the waivers should be denied. In the 2013 request we had 1 for, two against, and one abstaining.

Thank you for your time, and do you have any questions?

Tycho Granville

Wasco County GIS Coordinator

Have you thought about giving a partial discount. Not sure if they are a non-profit. I really don't like giving full waivers when we are all paying into this to make it work and giving it to another agency for free. Doesn't really make any sense.

Robert F. Palmer

Fire Chief

Mid-Columbia Fire and Rescue

My only comment would be that the parcel shape and some info made available to the requester. Individual information on ownership and mailing address not be made available.

Paul Titus, PE

Principal Engineer & Strategic Asset Planner

Northern Wasco County PUD

I'm OK with the fee waiver, with the caveat raised by Paul (property owner info).

Steven Harris, AICP | Director

Community Development Department

City of The Dalles

Thanks for the reminder, I took a few minutes and searched all of the land conservation groups/organizations in Oregon...and there are a lot of them...I guess from the standpoint of uniformity and equity...If you allow for one, you should allow for all.

On the other hand, if you determine a case-by-case format...that may also be a time devourer.

Ross Turney

Sherman County Assessor



AGENDA ITEM

Updates – All-day Staff Training

[STAFF MEMO](#)



MEMORANDUM

SUBJECT: All Staff Training Update – March 19, 2019

TO: BOARD OF COUNTY COMMISSIONERS

FROM: THE CROSS-TRAINERS TEAM

DATE: 1.23.2019

On January 16, 2019, the Board of County Commissioners voted unanimously to close the County on March 19, 2019 for an all-staff training day (with the exception of essential services). At that time, it was requested that a communications plan be put together and implemented to ensure that the public is informed well in advance of the closure. The plan is outlined below.

COMMUNICATIONS PLAN

The County will use a variety of communication channels to inform the public that the County will be closed on March 19, 2019 for services. These include:

- **Signage** – a sign has already been placed on doors at all County buildings and offices informing citizens of the upcoming closure. A second sign will be posted on department doors the day of the event with a phone number that can be called if a citizen has an emergency.
- **Public Service Announcement** – a public service announcement will be developed and recorded to run on the various radio stations serving Wasco County between now and the event.
- **Press Release** - A press release will be sent out to all local publications, in addition to emailing to all stakeholders and other agencies who do regular business with the County.
- **Web Site Announcement** – a “hero banner” announcement will be placed on the home page of the Wasco County web site, in addition to adding the date to the calendar and news section of the home page.

In addition to these public announcements, an email communication was created and provided to every department head to communicate the all-staff training event to employees. This email should already have been circulated by the time of this meeting.

PURPOSE: The Wasco County Cross Trainers team is requesting to host a one-day all-staff training. This event will reinforce what it means to be a public servant at Wasco County and support our culture of 100% love.

Having a well-trained workforce is a key driver to our success, increasing morale and retention. Too often, training programs are viewed as an expense rather than an investment. In an era of shrinking talent pools, Wasco County needs to consistently upskill our employee base in order to remain competitive.

No organization wants to waste resources, let alone tax payer dollars. Wasco County has been at the forefront of challenging stigmas of local government - we promote, encourage and reward ourselves for it. Now is the time to support and invest in our workforce.

PROPOSED AGENDA

7:30am	Seat Assignments/Breakfast
8:00am	Welcome Message from Commissioners
8:15am	Vision, Mission, Values - Lisa and Tyler
9:00 am	Keynote Speaker (Mark Speckman) on Living Our Values Everyday
10:00 a.m.	Break
10:15 a.m.	Anniversaries
10:30 a.m.	Department overview/Department Accomplishments
10:45 a.m.	Did you know? (Fun facts about employees)
11:00a.m.	Cross the River – Debby Jones
Noon	Lunch

BREAKOUT SESSIONS AFTERNOON

1- 2:00	Emotional Literacy – Debby Jones		
2:00- 2:30	Equity, Diversity and Inclusion - Christa Rude	Public Service: Pride and Pitfalls – Dan Boldt	Accountability - Dennis Knox
2:30- 3:00	Crucial Conversations - Nichole Biechler	Accountability - Dennis Knox	Public Service: Pride and Pitfalls – Dan Boldt
3-3:30	Equity, Diversity and Inclusion - Christa Rude	Generational Dynamics - Heidi Venture	Crucial Conversations – Nichole Biechler
3:30 - 4:30	Department Breakout session		

BUDGET:

Readiness Center

Main Hall	\$400
Classroom	\$175
20 Tables @ \$7 each	\$140
150 Chairs @ \$1 each	\$150
TOTAL	\$1,000

Meals

Breakfast @ \$8 per person	\$1,200
Lunch @ \$11.50 per person	<u>\$1,725</u>
TOTAL	\$2,925

Keynote Speaker (Mark Speckman) \$3,250

Cost for Materials \$1,500

Trainers for Breakout Sessions **NO COST**

TOTAL ESTIMATED COST \$8,675



AGENDA ITEM

Planning

[REIMBURSEMENT AGREEMENT FOR SOLAR FARM PROJECT](#)

[MOTION LANGUAGE](#)

REIMBURSEMENT AGREEMENT

This REIMBURSEMENT AGREEMENT ("Agreement") is dated January 7, 2019, 2018 (the "Effective Date"), and is between WASCO COUNTY, a political subdivision of the State of Oregon (the "County"), and WASCO SOLAR FARM LLC, a Delaware corporation ("Wasco Solar").

RECITALS:

A. Wasco Solar desires to construct no more than 320 acres of solar panels and related appurtenances (the "Wasco Solar Farm") approximately two (2) miles north of Maupin, Wasco County, Oregon, and can be identified more specifically by the application materials provided for Application No. 921-18-000192-PLNG.

B. In advance of Wasco Solar commencing work on the Wasco Solar Farm, the County is required to review Wasco Solar's plan sets for the Wasco Solar Farm, including Wasco Solar's development application (the "Wasco Solar Plans") for compliance with the County's land use development ordinances and permitting needs, and other County requirements for such projects in the State of Oregon.

C. Wasco Solar has agreed to reimburse the County for the cost of reviewing and processing the Wasco Solar Application pursuant to the terms of this Agreement.

D. Pursuant to this Agreement, Wasco Solar submitted the Wasco Solar Application to the County for its review (the "Work") in accordance with the Wasco County Land Use and Development Ordinance ("WC LUDO").

E. The Work is deemed complete when a final decision is rendered by the Land Use process, through and including all potential appeals.

AGREEMENT:

The parties agree as follows.

1. The Wasco Solar Representative's contact information is stated below.

Wasco Solar Farm LLC
Attn: Jake Stephens
3500 S DuPont Highway
Dover, DE 19901
Phone: (541) 714-3541
Email: permitting@newsunenergy.net

2. To the best of its ability, the County shall use process the Wasco Solar Application accurately and efficiently in conformance with the WC LUDO provisions applicable to land use review and decision-making.

3. In consideration of the performance of the Work, Wasco Solar shall reimburse the County for its performance of the Work. The County shall be reimbursed at its hourly rate of \$76.00 for planning services for complex projects (as identified in the Planning Department's 2018 fee schedule)

and an hourly rate of \$225.00 for legal services, billed in one-quarter hour increments for all work performed. Wasco Solar shall also reimburse the County for all actual reasonable out-of-pocket costs incurred by the County in connection with Wasco Solar's Application for consultants, including but not limited to, legal, engineering and planning review and advice from persons or entities not a County employee at the rate of the amount actually paid by the County for such review and advice ("Consultant Fees"). Wasco Solar has paid a \$5,040.00 fee to the County on November 9, 2018, which included a \$116.00 for the Clerk's Recording Fee, leaving \$4,924.00 for the Planning Department deposit ("Deposit"). This accounts for 64.75 hours at the stated hourly rate for planning services; the County will charge against the Deposit until it is exhausted. When the Deposit is exhausted, Wasco Solar has no obligation to make further reimbursement until the Wasco Solar Representative receives copies of invoices supported by such evidence of services provided by the County. These invoices shall be provided to Wasco Solar by the County monthly after the Deposit is exhausted. Upon completion of the Work, the County has ninety (90) days to submit a final invoice with documentation supporting all costs for which Wasco Solar will be reimbursing the County. Wasco Solar shall reimburse the County for proper billing received from the County within thirty (30) days of Wasco Solar's receipt of billing. Except for any amount contested for cause by Wasco Solar in writing, all fees due shall be paid prior to Wasco Solar commencing development.

4. The County agrees to use best efforts to process the Wasco Solar Application pursuant to the process and timelines set forth for a "permit" as that term is defined at ORS 215.402(4). However, Wasco Solar acknowledges and agrees that the County in no way guarantees, assures or otherwise represents to Applicant that the Development Application filed by Applicant will be granted and makes no representations concerning the timing of the review of the Application.

5. Breach. In the event of a breach of any of the terms and conditions of this Agreement by Applicant, the County may take any action necessary or appropriate and allowed by law or equity, including but not limited to: an immediate suspension of the review process by the County including cancellation of any scheduled hearings; the refusal to issue any permit associated with the Property; refusal to allow further development review for the Project o; and any other remedy available in equity or at law including claims for damages or injunction.

6. This Agreement is the only understanding by and between the County and Wasco Solar pertaining to the Wasco Solar Farm or the County's performance of the Work, and stands independent of any other agreements between the parties and/or their affiliates. This Agreement is for the benefit of the parties only and no third-party shall have any rights or recourse under this Agreement.

7. Each party warrants that it has the full right and authority to enter into this Agreement. All necessary approvals and authority to enter into this Agreement have been obtained and the person executing this Agreement on behalf of each party has the express authority to do so and in so doing, to bind such party hereto

8. Collection. In the event the County is forced to pursue collection of any amounts due and unpaid under this Agreement, it shall be entitled to collect attorneys' fees and all costs reasonably incurred in said collection efforts in addition to the amounts due and unpaid hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date above written.

WASCO COUNTY,
A political subdivision of the State of Oregon

By: _____
Printed Name: Steve Kramer
Title: Chair, Wasco County Board of Commissioners

WASCO SOLAR FARM LLC,
A Delaware corporation

By: 
Printed Name: Jake Stephens
Title: Principal/CEO



MOTION

SUBJECT: Reimbursement Agreement

I move to approve the Reimbursement Agreement with Wasco Solar Farm for work done to process and review their application.



AGENDA ITEM

Community Enhancement Projects

ECONOMIC DEVELOPMENT COMMISSION MEMO

WASCO COUNTY ECONOMIC DEVELOPMENT COMMISSION

515 East Second Street The Dalles, OR 97058 ♦ 541-296-2266 ♦

www.co.wasco.or.us/businesses/economic_development_commission/index.php

To: Wasco County Board of Commissioners

From: Carrie Pipinich, Wasco County EDC staff

Date: January 29, 2019

Subject: Prioritized 2019 Wasco County Community Enhancement Projects

Action Requested:

- The Wasco County Economic Development Commission requests input and approval by the Wasco County Board of Commissioners of its prioritized list of 2019 Wasco County Community Enhancement Projects.

Community Enhancement Projects

The Community Enhancement Projects process provides an opportunity for a formal dialogue with communities and organizations as well as providing a platform to highlight key priorities from around the County as they seek funding or support from a variety of agencies. This process also allows the EDC to leverage its capacity and mandate for provision of technical assistance to identify and support projects that enhance the economic competitiveness of Wasco County and its communities.

This year, the EDC shifted this process to incorporate local community prioritization meetings rather than utilizing the Agora Investment Platform for initial information gathering. EDC staff met with representatives of entities in The Dalles through the Community Outreach Team, Dufur, Maupin, and Mosier to discuss community priority projects. Each community developed a list of their top three to five economic development related projects to move forward to the countywide ranking process that took place at the December EDC meeting. Due to a small number of projects from very small and unincorporated communities, meetings were not held but the information provided by local communities was included in the overall process.

Through this process the EDC received information on 32 projects from 16 entities.

The EDC Chair and Staff developed a draft ranking taking into account local prioritization and the following criteria:

- **Address specific economic development challenge or opportunities**—emphasis on supporting communities in projects that support a vibrant local economy, community sustainability, and economic competitiveness
- **Prioritization of Critical Infrastructure**—focus on core infrastructure with a broad definition that includes services that address community viability and vitality into the future.
- **Readiness to Proceed**—the community is supportive of moving the project forward as shown by commitment of financial and/or human capital. The project has a feasible path forward to funding.

- **Impact of Inclusion:** Is the project actively seeking funding? Are their regulatory or political challenges that inclusion can support addressing? Does inclusion in the EDC ranking have an impact on the project's strategy for moving forward this year?

The full EDC then discussed the draft prioritization and shifted the ten ranked projects to further reflect consideration of the criteria noted above. Considerations for revising prioritization included:

- Opportunities to show support for critical projects requiring additional advocacy to move forward with funding or processes. Additional discussion was had about the timing of this advocacy for projects with longer term processes.
- Acknowledging concerns around availability of industrial land for development in The Dalles area and the impact this has on economic opportunities.
- Discussion of equity across Wasco County to ensure that priorities expressed from across the geography of the county are incorporated and represented in the outcome of this process.

Request: Please review the attached list that includes rankings, and make any revisions before acknowledging the list. After acknowledgement, the list will then be included in MCEDD's process for its update of the Regional Comprehensive Economic Development Strategy and regional prioritization.

Attachment: 2019 Community Enhancement Projects Proposed Ranking

Rank	Project Sponsor	Project
1	City of The Dalles	<p><u>Dog River Pipeline Upgrade</u></p> <p>City of The Dalles staff applied for grant funding from Oregon Water Resource Department to help fund the pipeline. The EDC was able to provide a letter of support for the project as well as some support during application development. However, their application is still under review by the Water Resources Commission. The City has continued to move through the permitting process for the project and is still seeking funding.</p>
2	Deschutes Rim Clinic Foundation	<p><u>Medical Clinic Expansion</u></p> <p>Deschutes Rim Clinic Foundation has completed their feasibility study, and are moving forward with fundraising efforts to expand the health clinic in Maupin. The Clinic received \$1 million in funding from the Oregon State Legislature for the project and substantial local donations.</p>
3	City of Mosier/ Mosier Fire District	<p><u>Joint Fire Hall/City Hall Development</u></p> <p>The City of Mosier and the Mosier Fire District received \$500,000 for facility as well as the land the site through their negotiations with Union Pacific Railroad. They were also successful in receiving \$500,000 from the Oregon Legislature for the project. This will provide a strong foundation for continued resource development moving forward.</p>
4	Q-Life Network	<p><u>Cascadia East Interconnection</u></p> <p>Internet provision occurs through interconnection of many networks throughout the world that meet at co-location and exchange facilities. In the Northwest, major locations are in areas threatened by the Cascadia Subduction. This would mean that the internet was largely inaccessible in the event of a subduction event. Q-Life proposes exploration of developing an interconnection point East of the Cascades in The Dalles as well as a connection route east to the next major exchange.</p>
5	City of Dufur	<p><u>Streetscape Improvements</u></p> <p>The City of Dufur is moving forward with improvements for pedestrian safety around Dufur as well as make the main street through town more inviting. The City completed planning efforts for projects around Dufur School this year and the City is seeking additional funds to expand on this initial investment and grow the project scope from a small amount of sidewalk development to create an attractive pedestrian corridor from the School to downtown. Cost estimates for sidewalks are approximately \$700,000. Plans and cost estimates are being developed for decorative street lamps and other street furniture as well. The City has an application into the Small Cities Allotment as well as committed funding from the transportation package to start the project. They are seeking additional funds to expand the scope.</p>
6	City of Maupin/ South Wasco County Library	<p><u>South Wasco County Library and Civic Center</u></p> <p>The City Council in Maupin made an official decision to pursue the joint building and have purchased a site located next to the park in their downtown core for the development. They made a successful legislative request in the 2018 Short Session and are continuing to work toward identifying resources to complete this project.</p>

7	City of Dufur	<u>South Basin Water System Improvements</u> The City is looking to replace the water lines and develop a larger reservoir that will adequately serve the residents needs on this system as well as put into place a dedicated line that connects the South Basin System into the City's in-town water system as a backup water source if needed.
8	City of The Dalles/Northern Wasco County PUD	<u>Downtown Utility Undergrounding-Project Feasibility Study</u> The City of The Dalles has begun a preliminary analysis into a downtown underground utilities plan that would not only update our current infrastructure, but will help pave the way for future development opportunities. Partnering with Northern Wasco County People's Utility District (PUD), the City has held informal meetings discussing the best approach to this project and the entities are exploring the feasibility of this approach.
9	Youth Empowerment Shelter	<u>Fire Suppression System</u> Recently Youth Empowerment Shelter has been required to equip their facility with a fire-suppressant sprinkler system. Without this amendment to the facility they will not be licensed to provide their necessary services. Estimates are that the system would cost \$20,000 including installation, materials and refurbishing (drywall, paint, labor).
10	City of The Dalles	<u>UBG Expansion</u> The City of The Dalles, with support of other local partners, is working to develop a path toward expansion of both the Urban Area Boundary for the National Scenic Area and the Urban Growth Boundary to allow for a land supply to support growth in the community moving forward. Without this opportunity to expand meeting the stringent State requirements, the City is limited in its opportunities in the future.

Additional Project Not Ranked:

Antelope Community Center	City of Antelope
Kaiser Park Improvements	City of Maupin
Legion Hall Improvements	City of Maupin
Sewer and Water System Improvements, including a new reservoir for the Water System and the addition of micro-hydro	City of Maupin
Street Improvements, including pedestrian paths for the Donkey Trail and Riverwalk	City of Maupin
Workforce Housing	City of Maupin
Extension of Mosier Plateau Trail	City of Mosier
Facilities Plan Update and Design of a Tertiary Treatment Wetland	City of Mosier
Mosier Hub (Gorge Hub Trail System)	City of Mosier
Quarry Industrial Area	City of Mosier
Rock Creek Park Derailment Site Restoration	City of Mosier
TSP Project Implementation	City of Mosier
UPRR Land Acquisition	City of Mosier
Mill Creek Greenway	City of The Dalles
West 6th Street Widening	City of The Dalles
Campus Housing and Workforce Training Skills Center	Columbia Gorge Community College
Discovery Center Re-Roofing Project	Columbia Gorge Discovery Center

Airport Terminal Building Design
Schrieber Cabin Rechinking/Re-roofing
Mosier Community School Assessment:
High School Track Improvements
Treatment Pond Enhancement Project (Wamic Water and
Sanitary Authority

Columbia Gorge Regional Airport
Dufur Historical Society
Mosier Community School
South Wasco County School District
Wamic Water & Sanitary Authority



AGENDA ITEM

Budget Adjustment

[STAFF MEMO](#)

[BUDGET RESOLUTION](#)

[MOTION LANGUAGE](#)

**FINANCE**

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

Pioneering pathways to prosperity.

1/28/2019

To: Board of County Commissioners
From: Mike Middleton – Finance Director
Re: Budget Change to prepare for Building Codes

The plan is for the County to resume direct control over Building Codes. The exact date is a matter of negotiations but the assumption is the County will be taking over as of July 1st. This is the target date we are working towards with regards to budgeting.

As part of the transition, the County will need the capacity in the budget appropriation to bring staff on. The intent at this time is for two (2) Permit Techs to be hired possibly 4/1/19 or later. This means the County will need appropriation to cover up to three months for the two individuals. The estimate for this cost is \$33,000. This is fully loaded assuming insurance and PERS.

There will be two (2) new funds set up in the new fiscal year. However, since these do not exist yet, nor does the County have access to the reserve funds, Management is planning on running the two (2) positions under the current Planning Department. The amount spent on the positions will be set up as a liability as of 6/30/19 to be repaid to the General Fund by the Building Code Funds.

To set this up this fiscal year, I am proposing a budget change to use General Fund Contingency funds. This is to allow appropriation authority in the Planning Department to hire for the Permit Tech positions this fiscal year, allowing for a smoother transition.

The proposed budget change resolution is attached. The proposed change is summarized below:

Fund/Department	Amount	Increase/Decrease
General Fund/Planning/Personnel	\$33,000	Increase
General Fund/Contingency	\$33,000	Decrease

Planning has a budget of \$810,905 in the General Fund and General Fund Contingency is \$1,375,110. This means the change of \$33,000 is well below the 10% threshold and a noticed public hearing is not required. This level of change can be approved by the Board of County Commissioners at a regularly scheduled meeting.



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF INCREASING APPROPRIATIONS AND ADDITIONAL REVENUE WITHIN A FUND

RESOLUTION #19-001

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

IT APPEARING TO THE BOARD: That there are requests for an increase in General Fund Planning Department by decreasing the General Fund Contingency budget; and

IT FURTHER APPEARING TO THE BOARD: That the movement of appropriation from Contingency to Planning is necessary for the transition period while assuming direct control of Building Codes; and

IT FURTHER APPEARING TO THE BOARD: That the assumption of direct control of Building Codes was not planned for in the fiscal year 2019.

NOW, THEREFORE, IT IS HEREBY RESOLVED: That \$33,000 in General Fund Planning (personnel) increase in the budget is offset by a decrease in the General Fund Contingency of \$33,000:

Fund	Classification		Increase/Decrease
101	General Fund Planning	\$33,000	Increase
101	General Fund Contingency	\$33,000	Decrease

DATED this 6th day of February, 2019.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS:

Kristen Campbell, County Counsel

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice-Chair

Kathleen B. Schwartz, County Commissioner



MOTION

SUBJECT: *Budget Adjustment*

I move to approve Resolution 19-001 increasing the General Fund Planning and Decreasing the General Fund Contingency by \$33,000 to support the transition to direct control of the Building Codes program.



AGENDA ITEM

Griffith Reversionary Interest

[NO DOCUMENTS HAVE BEEN SUBMITTED FOR THIS ITEM – RETURN TO AGENDA](#)



AGENDA ITEM

Work Session

[NO DOCUMENTS HAVE BEEN SUBMITTED FOR THIS TOPIC – RETURN TO AGENDA](#)
