



AGENDA: REGULAR SESSION

WEDNESDAY, NOVEMBER 6, 2019

WASCO COUNTY BOARD OF COMMISSIONERS

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

PUBLIC COMMENT: Individuals wishing to address the Commission on items not already listed on the Agenda may do so 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> (Items of general Commission discussion, not otherwise listed on the Agenda) <u>CGCAC Agreement</u> ; <u>Refund Credits</u> ; <u>ASI Agreement and Exemption Request</u> ; <u>County Surveyor</u> ; <u>Hearings Officer Recommendation</u> ; <u>Finance Report</u> <u>Consent Agenda</u> : <u>Minutes: 10.2.2019 Regular Session</u> ; <u>10.16.2019 Regular Session</u> (Items of a routine nature: minutes, documents, items previously discussed.)
9:30 a.m.	<u>Public Hearing – Fee Schedule Ordinance</u> – Lisa Gamber
9:45 a.m.	<u>Planning</u> <ul style="list-style-type: none"> <u>ODOE IGA</u> <u>Urban Growth Expansion</u> <u>DEQ Implementation Reports</u> Angie Brewer/Kelly Howsley-Glover
10:15 a.m.	<u>Youth Services</u> <ul style="list-style-type: none"> <u>OYA JCP IGA</u> <u>Youth Empowerment Shelter</u> <u>Youth Services Updates</u> Molly Rogers/Gary Casady
10:40 a.m.	<u>Treatment Contract</u> – Fritz Bachman
10:50 a.m.	<u>Riverfront Trail Discussion</u>
	COMMISSION CALL
	NEW/OLD BUSINESS
	ADJOURN

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



**WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
NOVEMBER 6, 2019**

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

STAFF: Stephanie Krell, Office Manager
Tyler Stone, Administrative Officer

At 9:00 a.m. Chair Kramer opens the Regular Session with the Pledge of Allegiance. Additions to the agenda:

- Dare to Lead® Training
- U.S. Forest Service Grant – Request for Letter of Support

Public Comment

Phil Swain of Mosier asks why he is unable to pay property taxes in person and believes that the tax statements require payments be sent via mail. Chair Kramer suggests that he meet with Jill Amery, Tax Collector, following the Board session to clarify his payment options.

Ms. Amery notes that the tax office does accept in-person payments and have had many citizens pay in the office. She does not believe the statements include any language requiring payments by mail. Chair Kramer adds that if there is an error on the tax statements, that it will be corrected.

Discussion Item – Refund Credits

Ms. Amery informs the Board that Wasco County has been setting aside tax funds specifically for Charter Communications for the last several years. Charter and other cable companies remain in the appeals process and it is her recommendation that \$49,355.07 be transferred again as a potential refund credit for the 2019-20 tax year. This amount has been slightly reduced from prior year's transfers.

Burlington Northern Santa Fe Railway Company is also in the appeals process and

it is Ms. Amery's recommendation that \$177,228.75 be set aside as a potential refund credit for 2019-20 tax year.

Vice-Chair Hege asks if Ms. Amery has any sense of when the appeals will be resolved. Ms. Amery explains that it is hard to know exactly when but that the courts are backed up with appeals at this time.

Commissioner Schwartz asks who will receive the interest and Ms. Amery notes that if Burlington Northern wins the appeal that they will receive the interest. If Burlington Northern does not win the appeal, the interest will come back to the districts.

{{Vice-Chair Hege moves to approve setting aside \$49,355.07 for Charter Communications and \$177,228.75 for Burlington Northern Railroad as Potential Refund Credits for the 2019-2020 tax year in accordance with Chapter 541, Oregon Laws 2017 House Bills 2407. Commissioner Schwartz seconds the motion which passes unanimously.}}

Discussion Item – CGCAC Agreement

Leslie Wolf, Chief Deputy District Attorney, begins by thanking the Board for their support in the past for the Columbia Gorge Children's Advocacy Center and encourages them to see the facility in person. Ms. Wolf continues by describing the process in which children go through when they arrive at the CGCAC and explains that the alternative to the CGCAC would mean that those children would be taken to providers or emergency rooms which are not trained in this medically sensitive area.

The grant amount detailed in the agreement will remain the same as previous years and Ms. Wolf asks the Board to continue support of the new agreement contingent on the legal parties agreeing to the addendums included in the Board Packet.

Commissioner Schwartz wonders if there is a cap to the amount of children the grant will help serve and Ms. Wolf notes that there is a cap of 50, but we historically have exceeded those numbers. Ms. Wolf continues by noting that the District Attorneys office is always looking for additional grants and have been successful in the past so she is confident that they will be again.

{{Vice-Chair Hege moves to approve the agreement between Wasco County and Columbia Gorge Children's Advocacy Center contingent on both legal

parties agreeing to Addendum A and B. Chair Kramer seconded the motion and the motion passes unanimously.}}

Discussion Item – ASI Agreement and Exemption Request

Paul Ferguson, Information Services Director, reviews the agreement included in the Board Packet for the AS400 Data Conversion to MS-SQL for tax and assessment data. He explains that the MS-SQL database is easier to maintain and store historical data. Mr. Stone adds that we utilize this data and it is not solely for archiving. Ms. Amery and Ms. Brewer also concur that their departments actively use the data.

Vice-Chair Hege asks if this will allow the data to be more readily available for the public's use and Mr. Ferguson confirms that to be true.

{{Vice-Chair Hege moves to approve an exemption for the A Systems Integrator Proposal and Addendum A under section 25 of the Wasco County Local Contracting Rules and approve the A Systems Integrator Proposal and Addendum A for AS400 data conversion to MS-SQL for Tax and Assessment Data. Commissioner Schwartz seconds the motion which passes unanimously.}}

Discussion Item – County Surveyor

Chair Kramer announces that Brad Cross, Wasco County Surveyor, has been awarded Surveyor of the year from the OACES organization and the Board congratulates him on this exciting accomplishment.

Commissioner Schwartz adds that she was in attendance for Mr. Cross' surveying presentation at County College and it was very well presented.

Discussion Item – Hearings Officer Recommendation

Meredith Barnes, legal counsel, updates the Board on a code compliance issue and requests that a hearings officer be hired to resolve the issue. Laurie Craighead is County Counsel's recommendation and refers to her resume included in the Board Packet.

Vice-Chair Hege asks if Ms. Craighead will only be hired for this individual case and Ms. Barnes confirms that to be true. Vice-Chair Hege asks how long Ms. Barnes expects the case to last and Ms. Barnes informs the Board that she expects it to take a few hours.

{{{Vice-Chair Hege moves to approve Order 19-121 appointing Laurie Craighead as hearings officer for the Filbin Code Compliance Appeal. Commissioner Schwartz seconds the motion which passes unanimously.}}}

Consent Agenda – Minutes: 10.2.2019 and 10.16.2019 Regular Sessions

{{{Commissioner Schwartz moves to approve the Consent Agenda. Vice-Chair Hege seconds the motion which passes unanimously.}}}

Agenda Item – U.S. Forest Service Grant Letter of Support

Chair Kramer notes that he received an email from Kameron Sam of the United States Forest Service requesting a letter of support from the Board for a grant to improve and expand a staging area in the Mount Hood National Forest.

Commissioner Schwartz asks if there are existing trails and Chair Kramer confirms that there are but the grant will allow for additional trails and services for those trails.

*****The Board is in consensus to provide a letter of support to the United State Forest Service grant.*****

Agenda Item – Public Hearing - Fee Schedule Ordinance

Chair Kramer opens the public hearing at 9:31 AM regarding Ordinance 19-006.

Lisa Gambée, Wasco County Clerk, presents the 2020 Amended Fee Schedule included in the Board Packet for Assessment and Taxation, Clerk and Youth Services Departments.

Fritz Bachman, Wasco County Community Corrections Director, presents the amended fee schedule for his department.

Chair Kramer opens the floor for public questions or comments but there are none.

Vice-Chair Hege asks if the amended schedule is exclusively for those fees that are changing and Ms. Gambée confirms. Vice-Chair Hege asks for more clarification on the fee increases for Youth Services and Molly Rogers, Youth Services Director, explains that the fees cover staff time spent on downloading content which is recorded on body cameras worn by The Dalles City Police.

Chair Kramer closes the public hearing at 9:42 AM.

Agenda Item – Dare to Lead® Training Cost

Ms. Gambee presents a memo to the Board detailing the preparations for the 2020 Strategic Summit and Leadership Development session. The planning committee has reviewed various leadership training options and is requesting the Board approve for the hiring of Amy Leneker of the Dare to Lead® program. The program is a two-day course and the Management Team has also committed to quarterly training to reinforce these skills following the 2020 Summit session.

Ms. Gambee notes that the total cost of training is \$14,400 for the 22 participants and covers room and board as well. Arthur Smith, Public Works Director, adds that he was skeptical of the training at first but believes it is a significant investment for the County and equates it to the “100% Love” movement.

Mr. Stone also adds that this new training program will allow the Management Team to focus on and do a deeper drive into particular topics. He believes this is also a wise investment for the County.

Commissioner Schwartz asks if the training has been discussed with the Management Team, which Ms. Gambee replies that it has not yet. Ms. Gambee remarks that the Management Team has discussed topics surrounding the 2020 Summit session but the committee would like to have approval on a trainer prior to discussing the training with the Management Team.

Chair Kramer states he believes it is important to train the Wasco County staff and supports moving forward with Ms. Leneker.

{{{Commissioner Schwartz moves to approve hiring Amy Ledeker of Compass Consulting to facilitate a two-day training on the Dare to Lead® Program at the 2020 Strategic Summit and Leadership Development session. Vice-Chair Hege seconds the motion which passes unanimously.}}}

Agenda Item – ODOE - IGA

Angie Brewer, Wasco County Planning Director, reviews the IGA in the Board Packet and notes that the agreement is reworked every couple of years. The previous agreement was not renewed before the deadline so it is coming before the Board as a new agreement. The agreement details reimbursement of staff time spent on commercial energy projects. Ms. Brewer adds that County Counsel has reviewed the agreement and has no concerns.

Vice-Chair Hege wonders if the \$5,000 reimbursement limit is less than in previous agreements but Ms. Brewer does not believe so. She comments that she would review past agreements to be certain.

{{{Commissioner Schwartz moves to approve IGA 19-003 between the Department of Energy and Wasco County to establish collaboration to perform services relate to the review of Energy Facility Siting Counsel project-related documents and to identify the procedures related to authorizing work invoicing and payment. Vice-Chair Hege seconds the motion which passes unanimously.}}}

Agenda Item – DEQ Implementation Reports

Dr. Kelly Howsley-Glover, Wasco County Long Range Planner, reviews the DEQ Implementation Plans included in the Board Packet and notes that the plans would counteract pollution sources. She adds that Wasco County is already doing a lot to protect water sources and plans to create a list to educate the public on how they can help to protect water sources as well.

Vice-Chair Hege says that when DEQ contacted him previously, he recalled them mentioning the John Day Basin but not the Subbasin in the Miles Creek Area. He wonders if Wasco County started these plans but never completed them. Dr. Howsley-Glover says that the project started in 2012, but staff turnover left the final draft in limbo. Ms. Brewer adds that she reached out to DEQ to see if we had anything outstanding but the position to verify that was vacant at the time so it was believed that there were no outstanding requirements.

Vice-Chair Hege wonders what the impact on surrounding property owners might be and Dr. Howsley-Glover replies that the only impact will be positive education and outreach.

Agenda Item – Urban Growth Expansion

Ms. Brewer informs the Board that the Gorge Commission has requested information from agencies in the Gorge Area regarding the need to expand the urban growth boundary. She and Mr. Stone have been attending Gorge Commission meetings regularly and request the Board's feedback on how to respond to the questions from the Gorge Commission included in the Board Packet.

Mr. Stone notes that he is not comfortable responding because there are many moving parts that this time. Although our response is solely evaluating the need

for an expansion, he is unsure if we would be able to submit an application before 2023. Ms. Brewer expresses concern that if we do not apply, the Gorge Commission will assume that there is no need for an expansion and allocate those funds elsewhere.

Commissioner Schwartz asks when the studies will be completed and Ms. Brewer replies that they will be complete by the third quarter of 2020.

Vice-Chair Hege wonders if City of The Dalles has applied in the past and Ms. Brewer confirms that they city did submit an application a few years ago but was unsure as to why it was never completed.

Vice-Chair Hege believes that the expansion is critical for both Wasco County and estimates only 750 acres of deployment land remaining within the city and. He also adds that when he was employed by The Port of The Dalles, only an estimated twenty acres of usable industrial land remained and The Port alone used five to seven acres a year for growth.

Chair Kramer brings attention to the language from the Gorge Commission letter stating that answers are “non-binding.” He wonders if we should trust that and Mr. Stone is not confident as to how to answers will be used.

Mr. Stone suggests that we respond to the first question and possibly the second question but not the third or fourth questions.

Commissioner Schwartz wonders if we have had any feedback from leadership in Mosier and Ms. Brewer states that she has not heard anything from Mosier but that they are generally supportive of the scenic area act. Commissioner Schwartz believes we should follow the lead of The Dalles and Ms. Brewer adds that The Dalles has been doing a great job working with the Gorge Commission.

*****The Board is in consensus for Ms. Brewer to answer questions 1 and 2 of the request for information from the Gorge Commission.*****

Agenda Item – OYA JCP IGA

Ms. Rogers presents the IGA included in the Board Packet and notes that it includes an increase from last biennium to offset the costs at NORCOR.

{{{Commissioner Schwartz moves to approve the Juvenile Crime Prevention Base Services IGA #14292 between Oregon Youth Authority and Wasco

County. Chair Kramer seconds the motion which passes unanimously.}}

Agenda Item – Youth Empowerment Shelter

Ms. Rogers reminds the Board that Wasco County has been supporting the shelter for the last few years and adds that data included in the Board Packet is quite impressive. Gary Cassidy, Executive Director of the Youth Empowerment Shelter (YES) presents the data to the Board and explains that when youth are removed from their home, the shelter is able to accept them and give them the community and support that they need.

YES youths, Elizabeth and Ryan, share their stories and positive experiences with the YES shelter. Ms. Rogers continues by adding that the shelter has also offered numerous programs for parents and the bilingual community.

Mr. Stone comments that at the startup of the program, he did not see it as sustainable but looking at the data, he is extremely impressed and says that their success should be the model for similar programs. Vice-Chair Hege also adds how impressed he was with the presentation at the Ford Foundation meeting.

Agenda Item – Youth Services Update

Ms. Rogers updates the Board on the current state of the Youth Services Department, and highlights that the wood lock program is in full operation. They have completed two wood giveaways and have more planned soon.

Chair Kramer calls for a recess at 10:45 AM and reconvened Regular Session at 10:48 AM.

Agenda Item – Treatment Contract

Mr. Bachman reviews the treatment contract included in the Board Packet and notes that the contract largely relates to housekeeping and establishing an existing relationship with Community Counseling Solutions.

Commissioner Schwartz wonders if this is a private firm and Mr. Bachman notes that they are similar to Center for Living. Mr. Stone wonders why we do not utilize Center for Living and Mr. Bachman explains that those counselors do not work with sex offenders. Mr. Bachman adds that there is a concern for liability if we do not follow the state mandates and requirements when a sex offender is in our care.

{{Commissioner Schwartz moves to approve the Clinical Sex Offender Therapy Personal Services Contract between Wasco County and Community

Counseling Solutions, Inc. Vice-Chair Hege seconds the motion which passes unanimously.}}}

Agenda Item –Riverfront Trail Discussion

Mr. Stone reminds the Board that he previously discussed allocating \$50,000 for the Riverfront project and reviewed the budget with Finance to take a deeper look at where those funds would come from. Mr. Stone's believes these dollars would most align with Enterprise Zone funds and Mike Middleton, Finance Director, adds that there is \$69,000 available but it has already been designated to MCEDD projects.

Mr. Stone also expresses concern that if we contribute to the project now, then we may have to contribute again for future repairs and maintenance. Vice-Chair Hege states that he would like to find a way to support to the project.

Dan Durow, Chair of the Riverfront Trail non-profit, details the project plan and the areas that need attention. Mr. Stone mentions that the Wasco County public works department reviewed the project to see if they could assist in-kind but it was determined that their equipment would cause damage to the trail.

Chair Kramer asks Mr. Durow if there is any discussion on a sustainability plan moving forward and Mr. Durow responds that there have been discussions around establishing a foundation through Wasco County Parks and Recreation.

*****The Board is in consensus to continue researching ways to support the Riverfront Trail project.*****

Commission Call

Vice-Chair Hege reports that he has been serving on the Wasco County Compensation Committee which has been discussing performance evaluations. He also adds that the new pay equity law has made compensation a challenging topic.

Commissioner Schwartz replies that she has not seen any other entities going through a compensation process like Wasco County and Mr. Stone concurs.

Commissioner Schwartz states that the museum has cleaned up the garage, the antique vehicles and updated gravel pathways.

Discussion Item –Finance

Mr. Middleton presents the finance report included in the Board Report. He remarks that property taxes are starting to arrive and 911 will have about \$65,000 of new funding coming in in January. Mr. Stone states that members of the 911 group meeting wondered where the excess will go but Mr. Middleton does not have an answer on that yet.

Mr. Middleton continues by informing the Board that not all expenses for the Building Codes general fund have arrived and we are still waiting on some outstanding bills. Mr. Stone expresses concern over electrical expenses and says that costs are not being covered by Building Codes at this time.

Vice-Chair Hege asks about a resolution for the outstanding reserve funds for Building Codes and Mr. Stone replies that it has not been resolved yet because a fee structure must be set for Sherman County first.

The session is adjourned at 11:49 AM.

Summary of Actions

MOTIONS

- **To approve setting aside \$49,355.07 for Charter Communications and \$177,228.75 for Burlington Northern Railroad as Potential Refund Credits for the 2019-2020 tax year.**
- **To approve the agreement between Wasco County and Columbia Gorge Children's Advocacy Center.**
- **To approve an exemption for the A Systems Integrator Proposal and Addendum A and approve the A Systems Integrator Proposal and Addendum A for AS400 data conversion to MS-SQL.**
- **To approve Order 19-121 appointing Laurie Craighead as hearings officer for the Filbin Code Compliance Appeal.**
- **To approve hiring Amy Ledeker to facilitate a two-day training at the 2020 Strategic Summit and Leadership Development session.**
- **To approve IGA 19-003 between the Department of Energy and Wasco County to establish collaboration to perform services and to identify the procedures related to authorizing work invoicing and payment.**
- **To approve the Juvenile Crime Prevention Base Services IGA #14292 between Oregon Youth Authority and Wasco County.**
- **To approve the Clinical Sex Offender Therapy Personal Services Contract between Wasco County and Community Counseling**

Solutions, Inc.


CONSENSUS ITEMS

- **To provide a letter of support to the United State Forest Service grant.**
- **To provide a letter of approval to the State for the Wasco County Community Corrections Biennial Plan.**
- **For Ms. Brewer to answer questions 1 and 2 of the request for information from the Gorge Commission.**
- **To continue researching ways to support the Riverfront Trail project.**

Wasco County
Board of Commissioners



Steven D. Kramer, Board Chair



Scott C. Hege, Vice-Chair



Kathleen B. Schwartz, County Commissioner



DISCUSSION LIST

[CGCAC](#) – Leslie Wolf

[REFUND CREDITS](#) – Jill Amery

[ASI PROPOSAL & EXEMPTION REQUEST](#) – Paul Ferguson

[SURVEYOR OF THE YEAR](#)

[HEARINGS OFFICER RECOMMENDATION](#) – Meredith Barnes

[FINANCE REPORT](#) – Mike Middleton



DISCUSSION ITEM

CGCAC Agreement

[COLUMBIA GORGE CHILDREN'S ADVOCACY CENTER AGREEMENT](#)

[MOTION LANGUAGE](#)

COLUMBIA GORGE CHILDREN'S ADVOCACY CENTER
WASCO COUNTY on behalf of
THE WASCO COUNTY CHILD ABUSE MULTI-DISCIPLINARY TEAM

AGREEMENT

THIS AGREEMENT is entered into between the Columbia Gorge Children's Advocacy Center (CGCAC) and Wasco County through the Wasco County District Attorney's Office on behalf of the Wasco County Child Abuse Multi-Disciplinary Team this 1st day of July, 2019.

WHEREAS, CGCAC is desirous of providing medical assessments and forensic interviews of alleged child abuse victims in the Columbia Gorge region; and

WHEREAS, the Wasco County Multi-Disciplinary Team recognizes the need for child abuse assessments of children residing in Wasco County and believes it to be desirable to establish and maintain a cooperate relationship with CGCAC;

THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. ACCESS TO MEDICAL ASSESSMENT SERVICES

CGCAC will allow access to medical assessment services to children referred by the following members of the Wasco County Multi-Disciplinary Team: Wasco County Branch of Department of Human Services and Wasco County law enforcement agencies (includes District Attorney). Wasco County has agreed to cap the number of children to 50 cases for a one (1) year period. Referrals may be made for scheduled (non-emergency) assessments during regular business hours, Monday through Friday, 9:00a.m. to 5:00p.m.

CGCAC will determine if client referred by Wasco County will receive medical assessment services at the CGCAC.

Wasco County is responsible for arranging transportation for clients referred to CGCAC.

CGCAC may collect any client insurance coverage for services received at the CGCAC.

2. CONSIDERATION

Wasco County agrees to pay CGCAC \$8,750.00 each quarter for the period 07/01/2019-06/30/2020. At the end of the one-year period the contract will be reevaluated. CGCAC will provide the above-mentioned services for all children in need of a child abuse assessment.

Wasco County will broaden fundraising efforts for the benefit of CGCAC and will inquire of other funding sources, grants and donations for the benefit of CGCAC.

Wasco County has an in-kind contribution in the form of a forensic interviewer. Brenda Borders, Office Manager for Wasco County Sheriff's Office, has committed to becoming certified as a forensic interviewer to meet the standards set forth by CGCAC.

Wasco County will seek restitution for all cases involving child abuse where assessments by the CGCAC were done.

3. MODIFICATION

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

4. TERMINATION

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

5. TERM AND RENEWAL

This AGREEMENT shall be effective for one (1) year commencing July 1, 2019, and ending June 30, 2020. This AGREEMENT may be renewed in whole or in part by mutual consent of both parties, in writing.

6. Addendum "A" and Addendum "B" are incorporated herein

COLUMBIA GORGE
CHILDREN'S ADVOCACY
CENTER



Beatriz Lynch, Executive Director

Date: 7.1.2019

WASCO COUNTY
BOARD OF
COMMISSIONERS

Steven D. Kramer, Chair BOCC

Date 11.6.2019

ADDENDUM “A” – GENERAL PROVISIONS
to
WASCO COUNTY PERSONAL SERVICES AGREEMENT

THIS ADDENDUM “A” is made a part of that certain agreement between Wasco County, an Oregon political subdivision (“County”), and Columbia Gorge Children’s Advocacy Center (“Contractor”) dated July 1, 2019 (the “Agreement”). The following terms are hereby incorporated into the Agreement:

1. Qualifications. Contractor represents that Contractor has the training, ability, knowledge, and experience to provide the Services described in the Agreement.
2. Public Contracting Rules. County selected Contractor to provide the Services described in the Agreement pursuant to a solicitation process consistent with its public contracting rules.
3. Non-Assignability. Neither party shall assign or transfer any interest in or duty under the Agreement without the written consent of the other.
4. 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 the 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 the 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.
5. Notices. 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:

Wasco County
Attention: Administrative Officer
511 Washington Street, Suite 101
The Dalles, OR 97058
Business Phone: 541-506-2550

Contractor:

Columbia Gorge Children’s Advocacy Center
1625 Woods Court, #102
Hood River, OR 97031
Business Phone: 541-436-2960

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.

ADDENDUM “A” – GENERAL PROVISIONS
to
WASCO COUNTY PERSONAL SERVICES AGREEMENT

6. Modifications in Writing. The Agreement 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 the Agreement shall be effective unless and until it is made in writing and signed by both parties.

7. Ownership of Work Documents. All work performed by Contractor and compensated by County pursuant to the Agreement 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.

8. 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 the Agreement.

9. Termination for Convenience. The Agreement may be terminated by County for convenience by giving seven (7) days’ prior written notice of intent to terminate, without waiving any claims or remedies it may have against the Contractor. Upon termination under this paragraph, Contractor shall be entitled to payment in accordance with the terms of the Agreement 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.

10. Termination for Cause. County may terminate the Agreement 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 Agreement may be modified to accommodate a reduction in funds.
- b. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the Services are no longer allowable or appropriate for purchase under the Agreement or are no longer eligible for the funding proposed for payments authorized by the Agreement.
- c. If any license or certificate required by law or regulation to be held by Contractor to provide the Services required by the Agreement is for any reason denied, revoked, or not renewed.

11. Termination for Default. If Contractor fails to perform in the manner called for in the Agreement or if Contractor fails to comply with any other provisions of the Agreement, County may terminate the Agreement 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 the Agreement.

12. Remedies. In the event of breach of the Agreement the parties shall have the following remedies:

- a. If terminated under paragraph 11 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.

ADDENDUM “A” – GENERAL PROVISIONS
to
WASCO COUNTY PERSONAL SERVICES AGREEMENT

- c. If County breaches the Agreement, Contractor’s remedy shall be limited to termination of the Agreement 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 Agreement or any damages arising solely from terminating the Agreement 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 the Agreement. As directed by County, Contractor shall, upon termination, deliver to County all then existing work product that, if the Agreement had been completed, would be required to be delivered to County.

13. Nondiscrimination. During the term of the Agreement, Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin.

14. Governing Law; Jurisdiction; Venue. The 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 County and Contractor that arises from or relates to the Agreement 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.

15. Compliance with Laws and Regulations. Contractor shall comply with all state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the delivery of Services hereunder.

16. Experience, Capabilities and Resources. By execution of the Agreement, the Contractor agrees that Contractor has the skill, legal capacity, and professional ability necessary to perform all the Services required under the Agreement, and Contractor has the capabilities and resources necessary to perform the obligations of the Agreement.

17. Access to Records. For not less than three (3) years after the expiration of the Agreement 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 the Agreement. If, for any reason, any part of the Agreement 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.

18. Representations and Warranties. Contractor represents and warrants to County that (1) Contractor has the power and authority to enter into and perform the Agreement, (2) when executed and delivered, the Agreement 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 the Agreement, 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 the Agreement shall be performed in accordance with the professional skill, care and standards of other professionals performing similar services under similar conditions, and (5) the Contractor is not in violation of any Oregon tax laws. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

19. Attorney Fees. In case a suit or action is instituted to enforce the provisions of the Agreement, 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.

ADDENDUM “A” – GENERAL PROVISIONS
to
WASCO COUNTY PERSONAL SERVICES AGREEMENT

20. 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.

21. 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.

22. Waivers. No waiver by County of any provision of the Agreement 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.

23. Severability. Any provisions of the Agreement 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.

24. Headings. The captions contained in the Agreement are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.

25. Integration. The Agreement, 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 the Agreement.

26. Amendments. The Agreement shall not be waived, altered, modified, supplemented, or amended in any manner without a duly executed Amendment. Any amendments to the Agreement shall be effective only when reducing to writing and signed by both parties as below.

27. Authority. The representatives signing on behalf of the parties certify that they are duly authorized by the party for which they sign to make the Agreement.

ADDENDUM “B” – INSURANCE PROVISIONS
to
WASCO COUNTY PERSONAL SERVICES AGREEMENT

THIS ADDENDUM “B” is made a part of that certain agreement between Wasco County, an Oregon political subdivision (“County”), and Columbia Gorge Children’s Advocacy Center (“Contractor”) dated July 1, 2019 (the “Agreement”). The following terms are hereby incorporated into the Agreement:

1. 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 the 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.

2. Insurance. Contractor shall provide all insurance called for below under the heading “Insurance Coverage Required.” As evidence of the insurance coverages required by the Agreement, the Contractor shall furnish a certificate of insurance to County. The certificate will specify parties who are Additional Insured and must include a notice provision regarding cancellations. Insurance coverages required under the Agreement shall be obtained from insurance companies authorized to do business in the State of Oregon.

3. Insurance Coverage Required. Contractor shall not commence any work until Contractor obtains, at Contractor’s own expense, all required insurance as specified below. Such insurance must have the approval of Wasco County as to limits, form and amount. The types of insurance Contractor is required to obtain or maintain for the full period of the Agreement will be:

- a. **COMMERCIAL GENERAL LIABILITY** insurance coverage with a combined single limit of not less than \$2,000,000 for personal injury, bodily injury, advertising injury, property damage, premises, operations, products, completed operations and contractual liability. The insurance coverages provided for herein must be endorsed as primary and non-contributory to any insurance of County, its officers, employees or agents. Each such policy obtained by Contractor shall provide that the insurer shall defend any suit against the named insured and the additional insureds, their officers, agents, or employees, even if such suit is frivolous or fraudulent. Such insurance shall provide County with the right, but not the obligation, to engage its own attorney for the purpose of defending any legal action against County, its officers, agents, or employees, and that Contractor shall indemnify County for costs and expenses, including reasonable attorneys’ fees, incurred or arising out of the defense of such action. The policy shall be endorsed to name Wasco County, its officers, agents, employees and volunteers as an additional insured. The additional insured endorsement shall not include declarations that reduce any per occurrence or aggregate insurance limit. The Contractor shall provide additional coverage based on any outstanding claim(s) made against policy limits to ensure that minimum insurance limits required by the County are maintained. Construction contracts may include aggregate limits that apply on a “per location” or “per project” basis. The additional insurance protection shall extend equal protection to County as to Contractor or subcontractors and shall not be limited to vicarious liability only or any similar limitation. To the extent any aspect of this Paragraph shall be deemed unenforceable, then the additional insurance protection to County shall be narrowed to the maximum amount of protection allowed by law.
- b. **AUTOMOBILE LIABILITY** insurance coverage with a combined single limit of not less than \$500,000 for bodily injury and property damage resulting from operation of a motor

ADDENDUM “B” – INSURANCE PROVISIONS
to
WASCO COUNTY PERSONAL SERVICES AGREEMENT

- vehicle. Commercial Automobile Liability Insurance shall provide coverage for any motor vehicle driven by or on behalf of Contractor during the course of providing Services under the Agreement. Commercial Automobile Liability is required for contractors that own business vehicles registered to the business. Examples include: plumbers, electricians or construction contractors. An example of an acceptable personal automobile policy is a contractor who is a sole proprietor that does not own vehicles registered to the business.
- c. **WORKERS’ COMPENSATION AND EMPLOYER’S LIABILITY** as statutorily required for persons performing work under the Agreement. Any subcontractor hired by Contractor shall also carry Workers’ Compensation and Employers’ Liability coverage.
 - d. **ADDITIONAL INSURED PROVISIONS.** The Commercial General Liability Insurance and other policies the County deems necessary shall include the County as an additional insured with respect to the 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 the Agreement. A renewal certificate will be sent to the above address no less than 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.

The procuring of required insurance shall not be construed to limit Contractor’s liability under the 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 the Agreement.



MOTION

SUBJECT: Columbia Gorge Children's Advocacy Center Agreement

I move to approve the Columbia Gorge Children's Advocacy Center Wasco County District Attorney on behalf of the Wasco County Child Abuse Multi-Disciplinary Team for access to medical assessment services.



DISCUSSION ITEM

Refund Credits

[ASSESSOR'S MEMO](#)

[BNSF NOTICE OF POTENTIAL REFUND](#)

[BNSF POTENTIAL REFUND CREDIT](#)

[CHARTER COMMUNICATIONS NOTICE OF POTENTIAL REFUND](#)

[CHARTER COMMUNICATIONS POTENTIAL REFUND](#)

[MOTION LANGUAGE](#)



MEMORANDUM

SUBJECT: Charter Communications & Burlington Northern Santa Fe Railroad

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JILL AMERY

DATE: 10/17/2019

BACKGROUND INFORMATION:

Wasco County has been setting tax funds aside for Charter Communication for several prior years. Charter Communications and other small cable company appeals remain held in abeyance. The decision for Comcast was specific to that company while the other small cable companies await further clarification.

It is my recommendation that \$49,355.07, be transferred again this year as a Potential Refund Credit in alignment with Chapter 541, Oregon Laws 2017 (HB 2407). The contested amount has been reduced to 23.79% of the total tax liability of the company for the 2019-20 tax-year. This is due to the Supreme Court ruling that cable companies should be centrally assessed; it is very unlikely that the cable companies' value will be reduced to zero.

Burlington Northern Santa Fe Railway Company filed an appeal October 27, 2017 in Oregon Tax Court and in the U.S. District Court of the District of Oregon. They are appealing the addition of intangible value to their Measure 50 value. A nearly 27% increase in exception value state wide results in an increase to their maximum assessed value. For Wasco County this was a 29% increase.

Further communication with BNSF revealed the portion of "uncontested" value. As a result, I am recommending a reduction in the percentage withheld this year at 24.38% of their total tax charged be set aside for the current tax year as a Potential Refund Credit – Chapter 541, Oregon Laws 2017 (HB 2407). The amount for 2019-20 tax year amounts to \$177,228.75.

Thank you.



NOTICE OF POTENTIAL REFUND CREDIT

October 17, 2019

Burlington Northern Santa Fe Railway Co
PO Box 961089
Fort Worth, TX 76161-0089

Re: Oregon Tax Court and US District Court of the District of Oregon (Docket No.
3;17-cv-01716-MO)
2017-18 Tax Year
Account Numbers 80008, 80305, 80171, 80208, 80224

In accordance with Oregon Revised Statutes (ORS 305.286), the Oregon State Legislature enacted into law effective for fiscal year 2017-18, a Potential Refund Credit – Chapter 541, Oregon Laws 2017 (HB 2407) to replace the former Deferred Billing Credit – Chapter 112, 2011 Oregon Laws (HB2569).

This is notification that the Wasco County Assessor has ordered potential refund credits be issued for the 2019-20 tax year in the amount of \$ 177,228.75, as itemized in the attached page.

The Wasco County Treasurer per Oregon Law will place these potential refund credits in an investment account. Upon final resolution of the appeal, interest will be computed based on the amount of interest earned by the money in this investment account.

If you have any questions about this notice or tax related questions please contact Jill Amery, Wasco County Assessor/Tax Collector at 541-506-2512.

Sincerely,

Jill Amery
Wasco County Assessor/Tax Collector

Cc: Wasco County Treasurer
Wasco County Finance Director
Wasco County Board of Commissioners

2019-20

BNSF - Burlington Northern Sante Fe Railway Company
Potential Refund Credit

TCA	Account	RMV	TAV	Taxes	24.38 % Tax
0.1	80008	\$ 4,559,596.00	\$ 2,488,000.00	\$ 32,537.07	\$ 7,932.54
1.3	80305	\$ 44,545,678.00	\$ 24,306,900.00	\$ 289,222.94	\$ 70,512.55
14.1	80171	\$ 25,581,753.00	\$ 13,959,000.00	\$ 179,579.74	\$ 43,781.54
29.2	80208	\$ 1,042,769.00	\$ 569,000.00	\$ 7,689.98	\$ 1,874.82
29.3	80224	\$ 29,116,905.00	\$ 15,888,000.00	\$ 217,913.45	\$ 53,127.30
Totals		\$ 104,846,701.00	\$ 57,210,900.00	\$ 726,943.18	\$ 177,228.75



ASSESSMENT & TAX

511 Washington St., Ste. 208 • The Dalles, OR 97058 • www.co.wasco.or.us
assessment: [541] 506-2510 • tax: [541] 506-2540 • fax: [541] 506-2511

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NOTICE OF POTENTIAL REFUND CREDIT

October 17, 2019

Charter Communications
ATTN - Property Tax Department
7820 Crescent Executive Drive
Charlotte, NC 28217

Re: Notice of Potential Refund Credit for Tax Year 2019-20
Account Numbers 82045, 82046, 82047, 82048

In accordance with Oregon Revised Statutes (ORS 305.286), the Oregon State Legislature enacted into law effective for fiscal year 2017-18, a Potential Refund Credit – Chapter 541, Oregon Laws 2017 (HB 2407) to replace the former Deferred Billing Credit – Chapter 112, 2011 Oregon Laws (HB2569).

This is notification that the Wasco County Assessor has ordered potential refund credits be issued for the 2019-20 tax year in the amount of \$49,355.07, as itemized in the attached page.

The Wasco County Treasurer per Oregon Law will place these potential refund credits in a separate investment account. Upon final resolution of the appeal, interest will be computed based on the amount of interest earned by the money in this investment account.

If you have any questions about this notice or tax related questions please contact Jill Amery, Wasco County Assessor/Tax Collector at 541-506-2512.

Sincerely,

Jill Amery
Wasco County Assessor/Tax Collector

Cc: Wasco County Treasurer
Wasco County Finance Director
Wasco County Board of Commissioners

Charter Communications Holding Co. LLC
Oregon Tax Court Magistrate Division #101221D;
Tax year 2019-20

REF	2019-20 TAV	2019-20 TAXES		
82045	9,998,300	172,336.67	23.79%	40,998.89
82046	92,100	1,361.11	23.79%	323.81
82047	1,209,100	19,114.66	23.79%	4,547.38
82048	1,030,000	14,648.97	23.79%	3,484.99
TOTAL	12,329,500	207,461.41		49,355.07

2019-20 AV Apportionment	\$12,329,500
Uncontested Value	\$9,395,700
Value remaining (contested amount)	\$2,933,800
Percentage	23.79%



PROPOSED MOTION LANGUAGE

SUBJECT: Reserves for Potential Refund Credits

I move to approve setting aside \$49,000 for Charter Communications and \$177,228.75 for Burlington Northern Railroad as Potential Refund Credits for the 2019-2020 tax year in accordance with Chapter 541, Oregon Laws 2017 House Bill 2407.



DISCUSSION ITEM

ASI Agreement & Exemption

[STAFF MEMO](#)

[A SYSTEMS INTEGRATOR PROPOSAL & ADDENDUM](#)

[MOTION LANGUAGE](#)



INFORMATION SERVICES

511 Washington St., Ste. 101 • The Dalles, OR 97058
p: [541] 506-2550 • f: [541] 506-2551 • www.co.wasco.or.us

Pioneering pathways to prosperity.

Dear Board of County Commission,

Information Services Department is requesting a Public Contract Exemption, for A Systems Integrator(ASI) to perform the AS400 conversion of its historical Tax and Assessment Data to a MS SQL database, as outlined in our Wasco County Local Contract Review Board and Public Contracting Regulations Exhibit A (8) "Data processing- the materials included within this exemption are specialty items that must be compatible with existing county equipment. Due to the technical complexity of the materials, there are only a limited number of vendors. In addition, the need to rely on the most dependable vendor is critical, thus the purchase of these materials does not lend itself to the competitive process."

ASI has extensive knowledge of our AS400 Tax and Assessment data providing support for this system for over 11 years and qualify under this exemption for the "need to rely on the most dependable vendor is critical" for this conversion. It is vitally important for continuity of County business that this conversion take place as the AS400 server is over 15 years old and has been through 2 water accidents and the technology is no longer available to keep it running. In order to preserve the data and bring to a platform that is maintainable for historical purposes by county personnel. The data is of vital importance for title and deed research. This conversion was approved in this year's budget appropriation.

Thank you for your consideration,

Paul Ferguson, Information Service Director



Proposal for AS400 Data Conversion to MS-SQL for Tax & Assessment Data

Project Overview and Costs

ASI will convert the Data from the County's AS400 system into a Microsoft SQL Format. We will then generate a Program that will provide Read Only Access to the Data for the Assessment Department. They will have access to the Historical Database with Screens Similar to their AWBREY AS400 Screens. The program will provide search functions only of the Historical Data.

1. Convert AS400 Data to Microsoft SQL Database
2. Document Information needed to Search in the SQL Database
3. Write Program for Search Criteria in SQL Database
4. Review Program and Data with County Staff for Approval
5. Install Program and SQL at County Department
6. Train County Department on how to use the Software

Please Note:

We will be using ASP .NET Core the latest available version.

1. Assessment Historical Data - Search Screens
2. All Tax and Appraisal Files will be Converted to Microsoft SQL without Search Screens (Assuming this information is current in your Thomas Reuters System)

Estimated Travel Expense	\$ 350.00
Total Proposed Cost	\$12,350.00

Additional Functionality and Data Updates would be at our normal hourly rate of \$100.00 an hour.

Addendum "A" is incorporated herein.

Accepted By:

WASCO County, Oregon

A Systems Integrator, Inc.

By: 

By: Bradley S Brown

Paul Ferguson IS Director
Type or Print Name and Title

Bradley S Brown
Type or Print Name and Title

9-1-19

Date

9-1-19

Date

Wasco County Board of Commissioners

Steven D. Kramer, Chair

APPROVED AS TO FORM:

Scott C. Hege, Vice-Chair

Bradley V. Timmons
County Counsel

Kathleen B. Schwartz
County Commissioner

9/17/2019

2

ADDENDUM “A” – GENERAL PROVISIONS
to
WASCO COUNTY PERSONAL SERVICES AGREEMENT

THIS ADDENDUM “A” is made a part of that certain agreement between Wasco County, an Oregon political subdivision (“County”), and A Systems Integrator (“Contractor”) dated September 1, 2019 (the “Agreement”). The following terms are hereby incorporated into the Agreement:

1. Qualifications. Contractor represents that Contractor has the training, ability, knowledge, and experience to provide the Services described in the Agreement.
2. Public Contracting Rules. County selected Contractor to provide the Services described in the Agreement pursuant to a solicitation process consistent with its public contracting rules.
3. Non-Assignability. Neither party shall assign or transfer any interest in or duty under the Agreement without the written consent of the other.
4. 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 the 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 the 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.
5. Notices. 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:

Wasco County
Attention: Administrative Officer
511 Washington Street, Suite 101
The Dalles, OR 97058
Business Phone: 541-506-2550

Contractor (See address on Agreement if blank):

A Systems Integrator, Inc.
365 NE Greenwood Ave, Suite #4
Bend, OR 97701
Business Phone: 541-389-6270

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.

ADDENDUM “A” – GENERAL PROVISIONS
to
WASCO COUNTY PERSONAL SERVICES AGREEMENT

6. Modifications in Writing. The Agreement 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 the Agreement shall be effective unless and until it is made in writing and signed by both parties.

7. Ownership of Work Documents. All work performed by Contractor and compensated by County pursuant to the Agreement 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.

8. 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 the Agreement.

9. Termination for Convenience. The Agreement may be terminated by County for convenience by giving seven (7) days’ prior written notice of intent to terminate, without waiving any claims or remedies it may have against the Contractor. Upon termination under this paragraph, Contractor shall be entitled to payment in accordance with the terms of the Agreement 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.

10. Termination for Cause. County may terminate the Agreement 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 Agreement may be modified to accommodate a reduction in funds.
- b. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the Services are no longer allowable or appropriate for purchase under the Agreement or are no longer eligible for the funding proposed for payments authorized by the Agreement.
- c. If any license or certificate required by law or regulation to be held by Contractor to provide the Services required by the Agreement is for any reason denied, revoked, or not renewed.

11. Termination for Default. If Contractor fails to perform in the manner called for in the Agreement or if Contractor fails to comply with any other provisions of the Agreement, County may terminate the Agreement 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 the Agreement.

12. Remedies. In the event of breach of the Agreement the parties shall have the following remedies:

- a. If terminated under paragraph 11 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.

ADDENDUM “A” – GENERAL PROVISIONS
to
WASCO COUNTY PERSONAL SERVICES AGREEMENT

- c. If County breaches the Agreement, Contractor’s remedy shall be limited to termination of the Agreement 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 Agreement or any damages arising solely from terminating the Agreement 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 the Agreement. As directed by County, Contractor shall, upon termination, deliver to County all then existing work product that, if the Agreement had been completed, would be required to be delivered to County.

13. Nondiscrimination. During the term of the Agreement, Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin.

14. Governing Law; Jurisdiction; Venue. The 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 County and Contractor that arises from or relates to the Agreement 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.

15. Compliance with Laws and Regulations. Contractor shall comply with all state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the delivery of Services hereunder.

16. Experience, Capabilities and Resources. By execution of the Agreement, the Contractor agrees that Contractor has the skill, legal capacity, and professional ability necessary to perform all the Services required under the Agreement, and Contractor has the capabilities and resources necessary to perform the obligations of the Agreement.

17. Access to Records. For not less than three (3) years after the expiration of the Agreement 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 the Agreement. If, for any reason, any part of the Agreement 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.

18. Representations and Warranties. Contractor represents and warrants to County that (1) Contractor has the power and authority to enter into and perform the Agreement, (2) when executed and delivered, the Agreement 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 the Agreement, 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 the Agreement shall be performed in accordance with the professional skill, care and standards of other professionals performing similar services under similar conditions, and (5) the Contractor is not in violation of any Oregon tax laws. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

19. Attorney Fees. In case a suit or action is instituted to enforce the provisions of the Agreement, 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.

ADDENDUM “A” – GENERAL PROVISIONS
to
WASCO COUNTY PERSONAL SERVICES AGREEMENT

20. 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.

21. 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.

22. Waivers. No waiver by County of any provision of the Agreement 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.

23. Severability. Any provisions of the Agreement 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.

24. Headings. The captions contained in the Agreement are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.

25. Integration. The Agreement, 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 the Agreement.

26. Amendments. The Agreement shall not be waived, altered, modified, supplemented, or amended in any manner without a duly executed Amendment. Any amendments to the Agreement shall be effective only when reducing to writing and signed by both parties as below.

27. Authority. The representatives signing on behalf of the parties certify that they are duly authorized by the party for which they sign to make the Agreement.



MOTION

SUBJECT: ASI Proposal Motion Language

I move to approve an exemption for the A Systems Integrator Proposal and Addendum A under section 25 of the Wasco County Local Contracting Rules.

I move to approve the A Systems Integrator Proposal and Addendum A for AS400 data conversion to MS-SQL for Tax and Assessment Data.



DISCUSSION ITEM

County Surveyor

[AWARD CERTIFICATE](#)



The Oregon Association of County Engineers and Surveyors
is pleased to present to

Bradley Cross

Hood River/Wasco Counties

COUNTY SURVEYOR OF THE YEAR

in honor of his outstanding contributions to the association.

2019



DISCUSSION ITEM

Hearing Officer

[LAURIE CRAGHEAD RESUME](#)

[ORDER APPOINTING LAURIE CRAGHEAD](#)

[MOTION LANGUAGE](#)

RESUME

LAURIE E. CRAGHEAD

Craghead Law, LLC

PO Box 5833, Bend, OR 97708-5833

Ph. 458.206.6884 / Fx +1.541.833.6426

laurie.craghead@outlook.com

Accomplished and well-respected lawyer knowledgeable in a wide range of legal issues relative to land use and local government law; skilled in working with a large variety of people, individually and in groups, within and without the organization, in a professional and open manner to accomplish the goals of the organization.

- Comprehensive knowledge of the law in land use, real property assessment and taxation, real property recordings, elections, and special district boundary formations and changes; public meetings and records; and ordinance adoption.
- Ability to manage several projects simultaneously and meet the deadlines and goal of each project.
- Committed to providing an open, supportive and encouraging atmosphere within the office and with clients.
- Extensive experience advising, coordinating and cooperating with elected and appointed government officials and staff, colleagues in the legal profession, and members of the public.

Professional Experience

Sole Practitioner

Provide legal advice and prepare legal documents for private and public clients in land use, property tax and local government law; represent clients before state and local decision makers, including the Oregon Tax Court; conduct land use and code enforcement hearings on contract with local governments.

Assistant Legal Counsel

*Deschutes County Legal Counsel Department
Bend, Oregon*

Provide legal advice and presentations to the Board of County Commissioners and several departments in several areas of the law; represent Deschutes County and elected officials in a variety of court and administrative agency proceedings.

-
- Engage in legal research, including consultation with colleagues within and without the county and with members of the public in the areas of land use, real property assessment and taxation, real property recordings, elections, and special district boundary formations and changes; public meetings and records; and ordinance adoption;
 - Prepare court and other legal documents including draft decision findings, ordinances, orders, resolutions and contracts for Board of County Commissioners signature;
 - Participate on committees and in meetings with the public and with staff and elected official of other jurisdictions to negotiate and settle complicated and controversial matters;
 - Work with office staff to complete projects;
 - Prepare and provide oral presentations before the Board of County Commissioners and other boards and commissions, Circuit Court, Court of Appeals and Land Use Board of Appeals;
 - Litigate in court various matters, primarily real property assessment cases.

Sole Practitioner/Contract Attorney

Represented clients in a variety of areas including land use, real property, tax foreclosures, domestic relations and business litigation.

- Conducted legal and factual research;
- Drafted trial and appellate court and administrative agency legal documents;
- Presented oral arguments in court and before the Land Use Board of Appeals
- Conducted client interviews;
- Communicated and coordinated with supervising attorneys, co-counsel and opposing attorneys;
- Drafted zoning code.

Various Additional Positions

Provided various administrative, research and writing assistance to various for profit and non-profit companies legislators

Education, Volunteer Positions and Professional Memberships

Education

Juris Doctor from Northwestern School of Law of Lewis and Clark College,
Earned Certificate in Environmental Law.

Bachelor of Science in Social Science from Warner Pacific College,
Awarded at graduation the A.F. Gray Award for Most Outstanding Student
Awarded the General Studies Department most outstanding student award

Sophomore Class President, Student Counsel Communications Director in Junior year.

Professional Memberships and Volunteer Activities

Oregon State Bar member in good standing 1992-present

Includes volunteering as a member of the Real Estate Land Use Section Executive Committee and speaking at several section continuing legal education conferences, volunteering as a member of the Government Law Section Executive Committee, volunteering with the Mentorship Program.

Oregon Women Lawyers/Oregon Women Lawyers Foundation

Includes serving on both boards, volunteering for several chapter and other activities including as President of the Portland chapter, Queens Bench, organizer of the Central Oregon Chapter and producer and director of the "Ask the Lawyer," live, call-in television show.

Awarded the Katherine O'Neil Award for volunteer service to OWLS and for helping to promote women in the legal profession.

Deschutes County Bar Association

Includes serving on the board as President and other officer positions.

Multnomah County and Gresham Planning Commissions.

Includes serving as Vice-chair of the Multnomah County Planning Commission.



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE APPOINTMENT OF LAURIE CRAGHEAD AS HEARING OFFICER FOR THE FILBIN CODE COMPLIANCE APPEAL

ORDER #19-121

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 Mike and Katherine Filbin have requested an appeal of the Letter of Decision issued by the Wasco County Planning Department on September 9, 2019; and

IT FURTHER APPEARING TO THE BOARD: That it is within the Board's authority to appoint a Hearing Officer to conduct a hearing proceeding on its behalf; and

IT FURTHER APPEARING TO THE BOARD: That said Hearing Officer will be charged with ensuring a full, fair and impartial hearing, facilitation of evidence, maintaining order and complying with applicable statutes/regulations; and

IT FURTHER APPEARING TO THE BOARD: That County Counsel has recommended Laurie Craghead to serve as Hearing Officer in this matter, and counsel for Mike and Katherine Filbin has no objections; and

IT FURTHER APPEARING TO THE BOARD: That Laurie Craghead is qualified and is willing to be appointed, and will enter into a contractual agreement with the County for these services no later than December 18, 2019.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Laurie Craghead be and is hereby appointed as Hearing Officer for the Mike and Katherine Filbin Code Compliance appeal.

DATED this 6th day of November, 2019.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS:

Brad Timmons, County Counsel

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice-Chair

Kathleen B. Schwartz, County Commissioner



MOTION

SUBJECT: Hearing Officer

I move to approve Order 19-121 appointing Laurie Craghead as hearing officer for the Filbin Code Compliance Appeal.



DISCUSSION ITEM

Finance Report

[DIRECTOR'S REPORT](#)

[SEPTEMBER FINANCIALS](#)

[SEPTEMBER RECONCILIATIONS](#)

Wasco County Financial Report – For September 2019

This report is for the 3rd month of the fiscal year – FY20. The statements are not audited and may be changed as transactions, reconciliations and reviews occur. At this point, a straight-line assumption of 25.0% budget execution is a good place for analysis to start. This may not be relevant on all accounts but is a starting point.

Discussion of Revenues

General Fund

- Property Taxes revenues are starting to be reported in the financials as of September as the County is now past the 60-Day Rule window
 - Property Taxes are \$6K less than last year at this time
 - This isn't much due to being collections of the prior tax years
 - Overall execution is 0.4% - the same as last fiscal year
 - Tax Statements went out 10/21/19 – should start seeing payments by 10/25/19
- Licenses, Fees & Permits are on track at 20.8% budget execution – this compares favorably to the 20.5% budget execution at this point last year. The amount has increased by \$37K over last fiscal year which is 16.0%.
- Intergovernmental revenue is up \$57K from last year. The primary reason is the \$63K received from Video Poker. This is due to a change in the financial structure for the county and is as planned – as noted last month.
 - In prior years, these funds were received into the Economic Development Fund and then transferred to the General Fund. This was changed as there was no need to process the transaction this way and it added additional complexity as well as inflating the overall appropriated budget.
- Interest earnings are executing at 50.3% of the budget. This compares to 106.0% budget execution last year. The difference in execution rates is primarily due to better projection amounts.
 - The earnings are over the straight-line execution due to the receipt of the large investment interest payout in July (paid semi-annually).
 - The overall interest is up \$4K despite the nearly \$4M paid out of LGIP for the PERS Side Account.
- No transfers in have occurred yet
 - The Building Codes will be transferring in some funds, but this will be after the Reserve Funds held from MCCOG are distributed
- Assessment & Taxation is executing at 71.8% compared to 69.9% at this time last year. This is on track and is an increase over last year of \$7K.
- County Clerk is over last year by \$103. The amount is in essence equal to last fiscal year.
 - The overall execution percentage (25.9%) is greater than last year's execution percentage (22.2%).

- Sheriff's Office is executing at an overall 17.3% compared to 26.1% last fiscal year. The overall revenue is down \$46K over last year.
 - This is primarily due to Intergovernmental Revenue - Non Single Audit being down \$39K.
 - These are funds for BLM, Forest Patrol & Oregon State Parks and are all reimbursement based grants
 - Due to staffing, the patrols these sources reimburse for were down. No patrol = no reimbursement. The funds are still available, and will be utilized as staffing level increases.
- Administrative Services are executing at 35.7% so this is in line with expectations, the total is \$4K more than last fiscal year.
 - The execution last fiscal year was 28.1%.
- District Attorney's Office has a large jump in revenue. This is due to the \$80K received from The Dalles that was not included in the revenue budget – as discussed last month.
 - There is a down-side to extra funds – there is a catch. There will be a budget change requested to accommodate additional expenses that will be incurred.
 - The department will be gaining a Paralegal to deal with the situation as well as the setup for the office space. These are increased expenses and will require a budget change when the costs are determined.
- Youth Services is executing at 18.2% overall compared to 26.9% last fiscal year. The total revenue has increased \$27K
 - The increase is primarily due to taking on the Youth Think in the General Fund now instead of being a separate fund – this is \$31K of the increase.

Public Works

- Interest Earnings are executing at 53.7% which is \$3K more than last fiscal year. Although the execution last year was 39.66%, the budgeted amount for FY20 is higher.
- All revenues are in line with expectations and comparable to last fiscal year. Overall revenue execution is 14.4%.

Building Codes – General

- New department with no year to year comparison
- \$269K through September year to date – this does not include the \$1.1M from the state for permits paid to the state prior to June 30th – This is being considered beginning fund balance since it was from a prior FY
 - Originally the State was going to send it prior to June 30th but that didn't happen
 - Overall budget execution is 13.7%
- To make the budgeted amount (not including transfers), the fund needs to generate an average of \$164K per month;
 - This average still has not been achieved as of September

- Partially, this could be the department coming up to speed, Finance is continuing to watch the department
 - Structural Permits are on target at an execution rate of 24.3%; the others are not there yet with executions ranging from 0.5% to 2.7%
- Interest is doing well with an execution of 36.0% for \$9K in interest

Building Codes – Electrical

- New department with no year to year comparison
- \$25K for through September year to date – there is no allocation in beginning fund balance yet
 - This is a budget execution of 10.1%.
- To make the budgeted amount (not including transfers), the fund needs to generate \$21K per month
 - This average still has not been achieved as of September
 - Partially, this could be the department coming up to speed, Finance is continuing to watch the department

Reserve Funds

- Minimal revenues as only interest in recorded
- None of the transfers in are recorded yet
 - None planned for most as part of the PERS Side Account Funding plan
 - None to General Operating Reserve yet – will be coming; Not done yet due to managing cash flow
 - This is the same note as the prior 2 months' reports

Special Economic Development Fund

- Execution is down \$51K – this is due to moving the Video Poker revenue directly to the General Fund instead of flowing into this fund and then transferring out.

911 Equipment Reserve

- Revenue is on track as budgeted.

911 Communications

- Performing as expected
 - Related news, funding from the phone taxes will increase approximately \$65K for FY20 due to a phone tax increase. The increase should be another \$100K+ in FY21.
 - Apparently a legislator is proposing additional legislation to take the increase here and apply to a different program. Joe Davit (911 Manager) has more details
 - This was noted in last month's report

CDBG Grant Fund

- This fund will be finishing the project soon so will not be a straight-line nor will it match last year as it is ramping down and finishing up – as planned.

All other funds

- Within budget expectations and historical trends

Discussion of Expense

General Fund

- Overall the budget execution is 16.9% - will under the straight-line 25.0%
- All areas/departments are under the 25.0% straight-line assumption except Information Technology/Systems & Administration
 - Information Technology/Services has Materials & Services of 26.5% budget execution but this is typical based on historical trends – spending is to level through the year
 - Administration also has a non-linear spending pattern and is within historical trend expectations.
- Transfers
 - The transfers to Fair & the Museum have been completed to 100%
 - The transfer to 911 is three (3) months' support as planned
 - Nothing has been transferred to the reserve fund for the PERS side account yet
 - Watching cash flow to select optimal time – will be November as stated last month.

Public Works

- Overall budget execution is 24.3% - less of budget execution than last year at this time
- Personnel is at 24.4% so right on target
- Materials & Supplies executing at 40.3%
 - Primarily due to nearly the full budget for emulsified asphalt being expended
 - Planned by the Public Works department

Building Codes – General

- Personnel Services is executing at 19.3%
- Materials & Services is executing at 79.3%
 - Contracted services have exceeded the budget by \$10K already – this is due to utilizing contractors to work through the backlog created in the transition from the State
- Total expense outlay is executing at 14.1% which is within expectations
- New revenues to date exceed the expense to date by \$86K at this time.
 - This is positive, but there are additional variables – positive and negative to consider

- None of the potential transfers out have been done – this will be to reimburse the General Fund for startup cost
- The State Surcharge of 12% was not built directly into the budget
 - There was a thought at first run it through a liability but that was deemed not transparent enough

Building Codes – Electrical

- Personnel costs are executing at 24.3% so right on target
- Materials & Services are executing at 11.5% so well within budget
- While this looks good, combining it with the results of the revenue review changes the picture
 - New revenues through September total \$25K; Personnel alone is \$56K
 - This means the department is utilizing \$31K of fund balance just to meet payroll
 - Materials & Services is another \$6K – which will reduce fund balance
 - None of the transfers to reimburse the General Fund have been executed yet
 - At the current rate, operating expenses are 2.4 times operating revenue
- The expenses pushing the use of fund balance means the cash for this fund is negative at this point until the allocation from the Building Codes MCCOG Reserve is moved to this fund.

County Fair

- Budget Execution is 65.5% budget execution
 - Expected – similar to last year
 - Last fiscal year was 71.9% at this time; the current amount is \$4K less than last year
- Materials & Services executing at 70.0% compared to 76.2% last year – expense is down \$4K at this point
- Compare revenues up \$6,800 and expenses down \$4,000 equals a fund balance gain of almost \$11K

CDBG Grant Fund

- Expense for the period shows a credit of \$17K
 - This is due to timing and the closeout of the grant is in October – this negative balance works with the closing entries to net out at that time

General Operating Reserve & Road Reserve Fund

- Both made significant planned payments to fund the PERS Side Account
- This was reported in each report since July

All Other Funds

- All funds are within the budget straight-line assumption
- Including the new funds – Building Codes

Summary

- Personnel costs across all funds are 41.4% of the budget
 - This is due to the nearly \$4M paid to fund the PERS Side Account – As reported in prior periods
 - Comes from General Operating Reserve, Road Reserve, Building Codes – General, & Building Codes – Electrical
 - After PERS Side Account is removed, the overall budget execution is within budget
 - PERS rate credit has reduced the rate 4.3% for PERS costs
 - Just the 1st payroll of August (for the period of 8/1/ - 8/15) saved the County +\$13K
 - Annualizing that will be a savings across all funds of \$286K.
- M&S costs across all funds are at 13.4% of budget execution
 - A couple departments have exceeded the straight-line assumption but this is expected due to the spike at the start of the year and/or establishing a new department
- Capital Outlay is at 0.4% budget execution across all funds
 - Only costs is \$2K in CDBG grant – there will be more
- Building Codes
 - Building Codes – General is moving in the right direction
 - Supported primarily by Structural Permits at this time
 - Building Codes – Electrical has challenges
 - Revenues need to increase in relation to expense
 - Operating expense is 2.4 times operating revenue
 - At this point, the Department is working through a backlog of permits from the change over from the state.
 - As this is a new department, the knowledge of any annual cycles are not known,
 - Is this a busy season? Or is this the normal near year round level?
 - There are patterns to learn for this new department which makes analysis a challenge

Reconciliations

The reconciliations for July and August were submitted to the BOCC at the 10/16/19 meeting. The reconciliations for September are attached to this report.



Wasco County Monthly Report

General Fund Revenue - September 2019

Filters

Fd	101
Cat	(Multiple Items)

Data								
				Current Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year	
Account	Current Budget	Current Actual YTD	Prior Year Actual YTD					
Revenue								
GENERAL FUND								
NON-DEPARTMENTAL RESOURCES-R								
GENERAL FUND RESOURCES-R								
PROPERTY TAXES-R								
CURRENT TAXES	9,463,636	-	-	0.0%	0.0%	#DIV/0!	-	
PRIOR YEARS TAXES	280,000	36,204	42,338	12.9%	15.1%	-14.5%	(6,133.42)	
PILT	30,000	-	-	0.0%	0.0%	#DIV/0!	-	
PROPERTY TAXES-R Total	9,773,636	36,204	42,338	0.4%	0.4%	-14.5%	(6,133.42)	
LICENSES FEES & PERMITS-R	1,278,280	266,457	229,656	20.8%	20.5%	16.0%	36,801.28	
INTERGOV'T REV - NON SINGLE AUDIT-R	816,311	231,673	173,864	28.4%	29.3%	33.2%	57,808.81	
INTERGOV'T REV - SINGLE AUDIT-R	3,200	-	-	0.0%	0.0%	#DIV/0!	-	
INVESTMENT EARNINGS-R								
INTEREST EARNED	197,856	94,317	92,627	47.7%	102.9%	1.8%	1,689.89	
UNSEG TAX INTEREST EARNED	200	8	8	4.1%	3.9%	5.2%	0.40	
MARK TO MARKET - UNREALIZED GAIN/LOSS	-	5,372	2,976	#DIV/0!	#DIV/0!	80.5%	2,396.50	
INVESTMENT EARNINGS-R Total	198,056	99,698	95,611	50.3%	106.0%	4.3%	4,086.79	
RENTS-R	11,846	2,200	2,200	18.6%	18.6%	0.0%	-	
MISCELLANEOUS-R	148,026	98,044	80,501	66.2%	54.5%	21.8%	17,542.48	
TRANSFERS IN-R	1,215,271	-	-	0.0%	0.0%	#DIV/0!	-	
GENERAL FUND RESOURCES-R Total	13,444,626	734,276	624,170	5.5%	5.1%	17.6%	110,105.94	
NON-DEPARTMENTAL RESOURCES-R Total	13,444,626	734,276	624,170	5.5%	5.1%	17.6%	110,105.94	
ASSESSMENT & TAXATION-R	28,500	20,468	13,589	71.8%	69.9%	50.6%	6,878.49	
COUNTY CLERK-R								
COUNTY CLERK-R	136,150	39,741	39,694	29.2%	24.3%	0.1%	47.00	
ELECTIONS-R	18,350	200	144	1.1%	0.9%	38.6%	55.68	



Wasco County Monthly Report

General Fund Revenue - September 2019

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year
COUNTY CLERK-R Total	154,500	39,941	39,838	25.9%	22.2%	0.3%	102.68
SHERIFF-R							
EMERGENCY MANAGEMENT-R	58,965	11,500	11,500	19.5%	19.5%	0.0%	-
MARINE PATROL-R	52,536	-	27,910	0.0%	49.7%	-100.0%	(27,909.93)
LAW ENFORCEMENT-R	213,160	44,579	63,069	20.9%	22.7%	-29.3%	(18,490.84)
SHERIFF-R Total	324,661	56,079	102,479	17.3%	26.1%	-45.3%	(46,400.77)
ADMINISTRATIVE SERVICES-R							
INFORMATION TECHNOLOGY-R	99,250	46,412	45,188	46.8%	42.1%	2.7%	1,223.50
EMPLOYEE & ADMINISTRATIVE SERVICES-R	1,150	100	-	8.7%	0.0%	#DIV/0!	100.00
FACILITIES-R	222,525	68,909	65,874	31.0%	22.9%	4.6%	3,034.61
ADMINISTRATIVE SERVICES-R Total	322,925	115,420	111,062	35.7%	28.1%	3.9%	4,358.11
ADMINISTRATION-R	973,310	135,656	56,257	13.9%	8.3%	141.1%	79,399.02
DISTRICT ATTORNEY-R	221,484	127,500	35,012	57.6%	15.8%	264.2%	92,487.50
PLANNING-R	166,600	82,099	88,002	49.3%	28.2%	-6.7%	(5,902.75)
PUBLIC WORKS-R							
SURVEYOR-R	16,200	4,080	4,760	25.2%	33.5%	-14.3%	(680.00)
WATERMASTER-R	1,865	1,865	-	100.0%	0.0%	#DIV/0!	1,865.00
PUBLIC WORKS-R Total	18,065	5,945	4,760	32.9%	29.6%	24.9%	1,185.00
PREVENTION DIVISION-R							
YOUTH SERVICES-R	87,025	7,671	12,154	8.8%	26.9%	-36.9%	(4,482.65)
YOUTHTHINK SERVICES-R	128,500	31,625	-	24.6%	#DIV/0!	#DIV/0!	31,625.34
PREVENTION DIVISION-R Total	215,525	39,296	12,154	18.2%	26.9%	223.3%	27,142.69
GENERAL FUND Total	15,870,196	1,356,680	1,087,324	8.5%	7.5%	24.8%	269,355.91
Revenue Total	15,870,196	1,356,680	1,087,324	8.5%	7.5%	24.8%	269,355.91



Wasco County Monthly Report

General Fund Expense - September 2019

Filters

Fd	101
Cat	(Multiple Items)

Data

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year
Expense							
GENERAL FUND							
ASSESSMENT & TAXATION-E							
ASSESSMENT & TAXATION-E	895,396	219,300	190,166	24.5%	24.0%	15.3%	29,134.67
ASSESSMENT & TAXATION-E Total	895,396	219,300	190,166	24.5%	24.0%	15.3%	29,134.67
COUNTY CLERK-E							
COUNTY CLERK-E	255,245	62,442	57,977	24.5%	24.5%	7.7%	4,465.31
ELECTIONS-E	111,801	17,280	16,900	15.5%	16.7%	2.3%	380.48
COUNTY CLERK-E Total	367,046	79,722	74,876	21.7%	22.1%	6.5%	4,845.79
SHERIFF-E							
EMERGENCY MANAGEMENT-E	102,092	19,689	23,312	19.3%	24.1%	-15.5%	(3,623.53)
MARINE PATROL-E	52,536	5,161	26,618	9.8%	47.4%	-80.6%	(21,456.94)
LAW ENFORCEMENT-E	2,331,364	508,898	523,946	21.8%	24.2%	-2.9%	(15,048.18)
SHERIFF-E Total	2,485,992	533,748	573,877	21.5%	24.8%	-7.0%	(40,128.65)
ADMINISTRATIVE SERVICES-E							
INFORMATION TECHNOLOGY-E	1,024,526	259,420	312,819	25.3%	29.9%	-17.1%	(53,398.44)
COUNTY COMMISSION-E	233,643	57,052	54,760	24.4%	25.4%	4.2%	2,291.73
EMPLOYEE & ADMINISTRATIVE SERVICES-E	1,018,325	238,408	221,603	23.4%	23.3%	7.6%	16,805.11
FACILITIES-E	2,132,849	145,018	149,255	6.8%	9.1%	-2.8%	(4,237.41)
ADMINISTRATIVE SERVICES-E Total	4,409,343	699,898	738,437	15.9%	19.2%	-5.2%	(38,539.01)
ADMINISTRATION-E							
ADMINISTRATION-E	790,520	209,591	196,150	26.5%	30.4%	6.9%	13,441.37
PASS-THROUGH GRANTS-E	825,594	83,404	16,750	10.1%	3.2%	397.9%	66,654.21
NORCOR-E	1,499,390	385,482	366,073	25.7%	27.1%	5.3%	19,408.59
VETERANS-E	157,685	35,205	33,197	22.3%	23.3%	6.0%	2,007.43
SPECIAL PAYMENTS-E	501,993	113,556	109,841	22.6%	23.0%	3.4%	3,714.79



Wasco County Monthly Report

General Fund Expense - September 2019

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current	Prior Year	Year to	Current Year - Prior Year
				Year Budget Executed	Budget Executed	Year % Change	
ADMINISTRATION-E Total	3,775,182	827,238	722,012	21.9%	22.9%	14.6%	105,226.39
DISTRICT ATTORNEY-E	707,147	161,130	150,127	22.8%	22.1%	7.3%	11,002.42
PLANNING-E	899,045	193,149	185,840	21.5%	18.7%	3.9%	7,309.81
PUBLIC WORKS-E							
SURVEYOR-E	52,288	11,968	10,538	22.9%	23.9%	13.6%	1,430.72
WATERMASTER-E	3,730	27	23	0.7%	0.6%	17.7%	4.01
PUBLIC WORKS-E Total	56,018	11,995	10,560	21.4%	22.1%	13.6%	1,434.73
PREVENTION DIVISION-E							
YOUTH SERVICES-E	684,241	158,860	150,720	23.2%	23.7%	5.4%	8,140.00
YOUTHTHINK SERVICES-E							
PERSONAL SERVICES-E	91,036	22,060	-	24.2%	#DIV/0!	#DIV/0!	22,059.60
MATERIALS & SERVICES-E	150,999	20,841	-	13.8%	#DIV/0!	#DIV/0!	20,841.22
YOUTHTHINK SERVICES-E Total	242,035	42,901	-	17.7%	#DIV/0!	#DIV/0!	42,900.82
PREVENTION DIVISION-E Total	926,276	201,761	150,720	21.8%	23.7%	33.9%	51,040.82
NON-DEPARTMENTAL EXPENDITURES-E							
GENERAL FUND EXPENDITURES-E							
TRANSFERS OUT-E							
TRANSFER TO 911 COMMUNICATIONS FUND	253,129	63,282	62,230	25.0%	25.0%	1.7%	1,052.49
TRANSFER TO CAP ACQUISITION FUND	-	-	212,500	#DIV/0!	25.0%	-100.0%	(212,499.99)
TRANSFER TO COUNTY FAIR FUND	29,000	29,000	29,000	100.0%	100.0%	0.0%	-
TRANSFER TO FACILITIES CAPITAL REPLACEME	-	-	212,500	#DIV/0!	18.5%	-100.0%	(212,499.99)
TRANSFER TO OPERATING RESERVE	3,124,533	-	212,500	0.0%	18.5%	-100.0%	(212,499.99)
TRANSFERS TO MUSEUM FUND	17,500	17,500	17,500	100.0%	100.0%	0.0%	-
TRANSFERS OUT-E Total	3,424,162	109,782	746,229	3.2%	21.7%	-85.3%	(636,447.48)
GENERAL FUND EXPENDITURES-E Total	3,424,162	109,782	746,229	3.2%	21.7%	-85.3%	(636,447.48)
NON-DEPARTMENTAL EXPENDITURES-E Total	3,424,162	109,782	746,229	3.2%	21.7%	-85.3%	(636,447.48)
GENERAL FUND Total	17,945,607	3,037,724	3,542,844	16.9%	21.8%	-14.3%	(505,120.51)
Expense Total	17,945,607	3,037,724	3,542,844	16.9%	21.8%	-14.3%	(505,120.51)



Wasco County Monthly Report

Public Works Fund - September 2019

Filters

Fd	202
Cat	(Multiple Items)

Data

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year
Revenue							
PUBLIC WORKS FUND							
NON-DEPARTMENTAL RESOURCES-R							
PUBLIC WORKS RESOURCES-R							
INVESTMENT EARNINGS-R							
INTEREST EARNED	40,000	19,089	11,658	47.7%	41.6%	63.7%	7,431.29
LID INTEREST	-	-	-	#DIV/0!	#DIV/0!	#DIV/0!	-
MARK TO MARKET - UNREALIZED GAIN/LOSS	-	2,377	(562)	#DIV/0!	#DIV/0!	-522.7%	2,938.79
INVESTMENT EARNINGS-R Total	40,000	21,466	11,096	53.7%	39.6%	93.5%	10,370.08
TRANSFERS IN-R	-	-	-	#DIV/0!	#DIV/0!	#DIV/0!	-
INTERNAL SERVICES-R	3,180	-	-	0.0%	0.0%	#DIV/0!	-
PUBLIC WORKS RESOURCES-R Total	43,180	21,466	11,096	49.7%	35.6%	93.5%	10,370.08
NON-DEPARTMENTAL RESOURCES-R Total	43,180	21,466	11,096	49.7%	35.6%	93.5%	10,370.08
PUBLIC WORKS-R							
PUBLIC WORKS-R							
LICENSES FEES & PERMITS-R	12,000	3,655	1,381	30.5%	11.5%	164.8%	2,274.75
INTERGOV'T REV - NON SINGLE AUDIT-R							
MOTOR VEHICLE FUNDS	2,506,144	386,495	392,284	15.4%	16.0%	-1.5%	(5,788.25)
STATE GRANT/REIMBURSEMENT	75,000	-	-	0.0%	0.0%	#DIV/0!	-
STP FUND EXCHANGE	283,225	-	-	0.0%	0.0%	#DIV/0!	-
STATE PERMITS	500	-	838	0.0%	#DIV/0!	-100.0%	(838.00)
INTERGOV'T REV - NON SINGLE AUDIT-R Total	2,864,869	386,495	393,122	13.5%	14.0%	-1.7%	(6,626.25)
INTERGOV'T REV - SINGLE AUDIT-R	151,737	176	175	0.1%	0.0%	0.5%	0.93
MISCELLANEOUS-R	2,500	3,438	3	137.5%	0.3%	137413.6%	3,435.34
SALE OF FIXED ASSETS-R	10,000	-	5,000	0.0%	50.0%	-100.0%	(5,000.00)
CHARGES FOR SERVICES-R	217,000	65,408	61,691	30.1%	29.4%	6.0%	3,716.60
PUBLIC WORKS-R Total	3,258,106	459,172	461,371	14.1%	12.9%	-0.5%	(2,198.63)



Wasco County Monthly Report Public Works Fund - September 2019

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current	Prior Year	Year to Year % Change	Current Year - Prior Year
				Year Budget Executed	Budget Executed		
WEED & PEST-R	232,000	26,741	16,954	11.5%	7.5%	57.7%	9,787.08
PUBLIC WORKS-R Total	3,490,106	485,914	478,325	13.9%	12.5%	1.6%	7,588.45
PUBLIC WORKS FUND Total	3,533,286	507,379	489,421	14.4%	12.7%	3.7%	17,958.53
Revenue Total	3,533,286	507,379	489,421	14.4%	12.7%	3.7%	17,958.53
Expense							
PUBLIC WORKS FUND							
PUBLIC WORKS-E							
PUBLIC WORKS-E							
PERSONAL SERVICES-E	1,890,402	460,371	438,169	24.4%	24.1%	5.1%	22,201.86
MATERIALS & SERVICES-E	1,459,450	588,237	506,046	40.3%	36.9%	16.2%	82,191.40
CAPITAL OUTLAY-E	17,500	-	26,588	0.0%	88.6%	-100.0%	(26,588.00)
PUBLIC WORKS-E Total	3,367,352	1,048,608	970,803	31.1%	30.2%	8.0%	77,805.26
WEED & PEST-E							
PERSONAL SERVICES-E	103,658	32,301	32,118	31.2%	31.6%	0.6%	183.11
MATERIALS & SERVICES-E	135,800	37,194	57,094	27.4%	39.2%	-34.9%	(19,900.22)
CAPITAL OUTLAY-E	-	-	-	#DIV/0!	#DIV/0!	#DIV/0!	-
WEED & PEST-E Total	239,458	69,495	89,212	29.0%	36.1%	-22.1%	(19,717.11)
PUBLIC WORKS-E Total	3,606,810	1,118,104	1,060,016	31.0%	30.6%	5.5%	58,088.15
NON-DEPARTMENTAL EXPENDITURES-E							
PUBLIC WORKS EXPENDITURES-E	1,000,000	-	-	0.0%	0.0%	#DIV/0!	-
NON-DEPARTMENTAL EXPENDITURES-E Total	1,000,000	-	-	0.0%	0.0%	#DIV/0!	-
PUBLIC WORKS FUND Total	4,606,810	1,118,104	1,060,016	24.3%	30.6%	5.5%	58,088.15
Expense Total	4,606,810	1,118,104	1,060,016	24.3%	30.6%	5.5%	58,088.15



Wasco County Monthly Report

Building Codes - September 2019

Filters

Fd	(Multiple Items)
Cat	(Multiple Items)

Data

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year
BUILDING CODES - GENERAL							
Revenue							
NON-DEPARTMENTAL RESOURCES-R							
BEGINNING FUND BALANCE-R	2,621,743	1,165,016	-	44.4%	#DIV/0!	#DIV/0!	1,165,016.00
INVESTMENT EARNINGS-R	25,000	9,007	-	36.0%	#DIV/0!	#DIV/0!	9,007.15
TRANSFERS IN-R	200,000	-	-	0.0%	#DIV/0!	#DIV/0!	-
NON-DEPARTMENTAL RESOURCES-R Total	2,846,743	1,174,023	-	41.2%	#DIV/0!	#DIV/0!	1,174,023.15
BUILDING CODES-R							
LICENSES FEES & PERMITS-R							
STATE 12% SURCHARGE COLLECTION	-	12,866	-	#DIV/0!	#DIV/0!	#DIV/0!	12,865.58
STRUCTURAL PERMIT	589,892	143,199	-	24.3%	#DIV/0!	#DIV/0!	143,198.61
MECHANICAL PERMIT	589,892	13,961	-	2.4%	#DIV/0!	#DIV/0!	13,961.00
MANUFACTURED DWELLING PLACEMENT	196,631	888	-	0.5%	#DIV/0!	#DIV/0!	888.00
PLUMBING PERMIT	589,892	16,146	-	2.7%	#DIV/0!	#DIV/0!	16,146.00
LICENSES FEES & PERMITS-R Total	1,966,307	187,059	-	9.5%	#DIV/0!	#DIV/0!	187,059.19
MISCELLANEOUS-R	-	81,833	-	#DIV/0!	#DIV/0!	#DIV/0!	81,832.90
BUILDING CODES-R Total	1,966,307	268,892	-	13.7%	#DIV/0!	#DIV/0!	268,892.09
Revenue Total	4,813,050	1,442,915	-	30.0%	#DIV/0!	#DIV/0!	1,442,915.24
Expense							
NON-DEPARTMENTAL EXPENDITURES-E							
TRANSFERS OUT-E							
TRANSFER TO GENERAL FUND	250,000	-	-	0.0%	#DIV/0!	#DIV/0!	-
TRANSFER OUT TO BUILD CODES-ELECTRICAL	200,000	-	-	0.0%	#DIV/0!	#DIV/0!	-
TRANSFERS OUT-E Total	450,000	-	-	0.0%	#DIV/0!	#DIV/0!	-



Wasco County Monthly Report Building Codes - September 2019

NON-DEPARTMENTAL EXPENDITURES-E Total	450,000	-	-	0.0%	#DIV/0!	#DIV/0!	-
BUILDING CODES-E							
PERSONAL SERVICES-E	618,637	119,483	-	19.3%	#DIV/0!	#DIV/0!	119,483.02
MATERIALS & SERVICES-E							
ADMINISTRATIVE COST	19,329	6,000	-	31.0%	#DIV/0!	#DIV/0!	6,000.25
CONTRACTED SERVICES	12,000	21,968	-	183.1%	#DIV/0!	#DIV/0!	21,967.75
DUES & SUBSCRIPTIONS	1,200	1,453	-	121.1%	#DIV/0!	#DIV/0!	1,453.15
EQUIPMENT - REPAIR & MAINTENANCE	12,000	626	-	5.2%	#DIV/0!	#DIV/0!	626.37
GAS & OIL	10,800	471	-	4.4%	#DIV/0!	#DIV/0!	471.03
LEGAL NOTICES & PUBLISHING	900	-	-	0.0%	#DIV/0!	#DIV/0!	-
MEALS LODGING & REGISTRATION	7,200	7,909	-	109.9%	#DIV/0!	#DIV/0!	7,909.45
POSTAGE	300	-	-	0.0%	#DIV/0!	#DIV/0!	-
RENT	12,240	3,060	-	25.0%	#DIV/0!	#DIV/0!	3,060.00
SUPPLIES - OFFICE	240	5,326	-	2219.1%	#DIV/0!	#DIV/0!	5,325.84
TELEPHONE	300	613	-	204.2%	#DIV/0!	#DIV/0!	612.67
TRAVEL & MILEAGE	240	5	-	2.1%	#DIV/0!	#DIV/0!	5.00
VEHICLE - REPAIR & MAINTENANCE	3,552	968	-	27.3%	#DIV/0!	#DIV/0!	968.46
STATE 12% SURCHARGE REMIT	-	15,296	-	#DIV/0!	#DIV/0!	#DIV/0!	15,295.93
MATERIALS & SERVICES-E Total	80,301	63,696	-	79.3%	#DIV/0!	#DIV/0!	63,695.90
CAPITAL OUTLAY-E	600,000	-	-	0.0%	#DIV/0!	#DIV/0!	-
BUILDING CODES-E Total	1,298,938	183,179	-	14.1%	#DIV/0!	#DIV/0!	183,178.92
Expense Total	1,748,938	183,179	-	10.5%	#DIV/0!	#DIV/0!	183,178.92
BUILDING CODES - GENERAL Total	6,561,988	1,626,094	-	24.8%	#DIV/0!	#DIV/0!	1,626,094.16
BUILDING CODES - ELECTRICAL							
Revenue							
NON-DEPARTMENTAL RESOURCES-R							
BEGINNING FUND BALANCE-R	655,436	-	-	0.0%	#DIV/0!	#DIV/0!	-
INVESTMENT EARNINGS-R	20,000	8	-	0.0%	#DIV/0!	#DIV/0!	8.24
TRANSFERS IN-R	200,000	-	-	0.0%	#DIV/0!	#DIV/0!	-
NON-DEPARTMENTAL RESOURCES-R Total	875,436	8	-	0.0%	#DIV/0!	#DIV/0!	8.24
BUILDING CODES-R							
LICENSES FEES & PERMITS-R							
STATE 12% SURCHARGE COLLECTION	-	2,439	-	#DIV/0!	#DIV/0!	#DIV/0!	2,439.38
ELECTRICAL PERMIT	247,230	21,056	-	8.5%	#DIV/0!	#DIV/0!	21,055.70
RENEWABLE ELECTRICAL ENERGY	-	526	-	#DIV/0!	#DIV/0!	#DIV/0!	526.00
LICENSES FEES & PERMITS-R Total	247,230	24,021	-	9.7%	#DIV/0!	#DIV/0!	24,021.08
MISCELLANEOUS-R	-	1,065	-	#DIV/0!	#DIV/0!	#DIV/0!	1,065.27
BUILDING CODES-R Total	247,230	25,086	-	10.1%	#DIV/0!	#DIV/0!	25,086.35



Wasco County Monthly Report Building Codes - September 2019

Revenue Total	1,122,666	25,095	-	2.2%	#DIV/0!	#DIV/0!	25,094.59
Expense							
NON-DEPARTMENTAL EXPENDITURES-E							
TRANSFERS OUT-E							
TRANSFER TO GENERAL FUND	250,000	-	-	0.0%	#DIV/0!	#DIV/0!	-
TRANSFER OUT TO BUILDING CODES	200,000	-	-	0.0%	#DIV/0!	#DIV/0!	-
TRANSFERS OUT-E Total	450,000	-	-	0.0%	#DIV/0!	#DIV/0!	-
NON-DEPARTMENTAL EXPENDITURES-E Total	450,000	-	-	0.0%	#DIV/0!	#DIV/0!	-
BUILDING CODES-E							
PERSONAL SERVICES-E	231,906	56,335	-	24.3%	#DIV/0!	#DIV/0!	56,334.91
MATERIALS & SERVICES-E							
ADMINISTRATIVE COST	9,273	2,318	-	25.0%	#DIV/0!	#DIV/0!	2,318.25
CONTRACTED SERVICES	8,000	-	-	0.0%	#DIV/0!	#DIV/0!	-
DUES & SUBSCRIPTIONS	800	-	-	0.0%	#DIV/0!	#DIV/0!	-
EQUIPMENT - REPAIR & MAINTENANCE	8,000	-	-	0.0%	#DIV/0!	#DIV/0!	-
GAS & OIL	7,200	472	-	6.6%	#DIV/0!	#DIV/0!	472.15
LEGAL NOTICES & PUBLISHING	600	-	-	0.0%	#DIV/0!	#DIV/0!	-
MEALS LODGING & REGISTRATION	4,800	-	-	0.0%	#DIV/0!	#DIV/0!	-
POSTAGE	200	-	-	0.0%	#DIV/0!	#DIV/0!	-
RENT	8,160	2,040	-	25.0%	#DIV/0!	#DIV/0!	2,040.00
SUPPLIES - OFFICE	160	367	-	229.5%	#DIV/0!	#DIV/0!	367.18
TELEPHONE	200	189	-	94.7%	#DIV/0!	#DIV/0!	189.34
TRAVEL & MILEAGE	160	-	-	0.0%	#DIV/0!	#DIV/0!	-
VEHICLE - REPAIR & MAINTENANCE	2,368	331	-	14.0%	#DIV/0!	#DIV/0!	331.08
MATERIALS & SERVICES-E Total	49,921	5,718	-	11.5%	#DIV/0!	#DIV/0!	5,718.00
BUILDING CODES-E Total	281,827	62,053	-	22.0%	#DIV/0!	#DIV/0!	62,052.91
Expense Total	731,827	62,053	-	8.5%	#DIV/0!	#DIV/0!	62,052.91
BUILDING CODES - ELECTRICAL Total	1,854,493	87,148	-	4.7%	#DIV/0!	#DIV/0!	87,147.50



Wasco County Monthly Report

All Funds Revenue Expense

September 2019

Filters

Fd	(Multiple Items)
Cat	(Multiple Items)

Data							
Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year
Revenue							
911 COMMUNICATIONS FUND	1,217,090	211,271	163,863	17.4%	13.7%	28.9%	47,407.85
911 EQUIPMENT RESERVE	30,790	7,913	7,500	25.7%	25.0%	5.5%	413.17
CDBG GRANT FUND	560,000	116,499	1,424,222	20.8%	24.8%	-91.8%	(1,307,722.60)
CLERK RECORDS FUND	9,000	2,411	2,391	26.8%	24.7%	0.8%	20.03
COMMUNITY CORRECTIONS FUND	1,775,000	423,250	255,911	23.8%	13.0%	65.4%	167,338.51
COUNTY FAIR FUND	218,210	118,261	110,873	54.2%	57.8%	6.7%	7,387.65
COUNTY SCHOOL FUND	424,240	66,326	66,339	15.6%	15.9%	0.0%	(13.15)
COURT FACILITIES SECURITY FUND	29,000	7,576	7,064	26.1%	25.2%	7.2%	511.81
DISTRICT ATTORNEY	4,160	1,305	2,337	31.4%	56.6%	-44.2%	(1,031.90)
FACILITY CAPITAL RESERVE	50,000	29,822	227,340	59.6%	19.3%	-86.9%	(197,517.89)
FOREST HEALTH PROGRAM FUND	42,967	2,028	1,135	4.7%	42.0%	78.7%	893.30
GENERAL FUND	15,870,196	1,356,680	1,087,324	8.5%	7.5%	24.8%	269,355.91
GENERAL OPERATING RESERVE	3,192,866	10,629	228,192	0.3%	18.6%	-95.3%	(217,562.99)
HOUSEHOLD HAZARDOUS WASTE FUND	445,300	82,975	78,385	18.6%	18.5%	5.9%	4,589.91
KRAMER FIELD FUND	300	206	140	68.6%	46.7%	46.9%	65.69
LAND CORNER PRESERVATION FUND	28,900	7,992	7,994	27.7%	23.1%	0.0%	(1.73)
LAW LIBRARY FUND	31,400	25,885	24,551	82.4%	78.2%	5.4%	1,333.54
MUSEUM	112,665	52,548	36,993	46.6%	43.3%	42.0%	15,555.03
PARKS FUND	93,719	25,450	23,722	27.2%	27.0%	7.3%	1,728.22
PUBLIC WORKS FUND	3,533,286	507,379	489,421	14.4%	12.7%	3.7%	17,958.53
ROAD RESERVE FUND	1,042,000	25,948	18,680	2.5%	44.5%	38.9%	7,268.32
SPECIAL ECON DEV PAYMENTS FUND	2,143,225	1,777	52,527	0.1%	4.2%	-96.6%	(50,750.18)
YOUTH THINK FUND	-	750	1,983	#DIV/0!	1.3%	-62.2%	(1,232.73)
CAPITAL ACQUISITIONS FUND	29,000	23,285	226,235	80.3%	25.7%	-89.7%	(202,949.14)



Wasco County Monthly Report All Funds Revenue Expense

September 2019

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current	Prior Year	Year to	Current Year - Prior Year
				Year Budget Executed	Budget Executed	Year % Change	
BUILDING CODES - GENERAL	2,191,307	277,899	-	12.7%	#DIV/0!	#DIV/0!	277,899.24
BUILDING CODES - ELECTRICAL	467,230	25,095	-	5.4%	#DIV/0!	#DIV/0!	25,094.59
Revenue Total	33,541,851	3,411,161	4,545,122	10.2%	13.7%	-24.9%	(1,133,961.01)
Expense							
911 COMMUNICATIONS FUND	1,209,979	302,816	287,426	25.0%	24.7%	5.4%	15,390.34
911 EQUIPMENT RESERVE	30,000	-	-	0.0%	0.0%	#DIV/0!	-
CDBG GRANT FUND	560,000	(17,018)	1,120,496	-3.0%	19.3%	-101.5%	(1,137,513.90)
CLERK RECORDS FUND	11,550	-	-	0.0%	0.0%	#DIV/0!	-
COMMUNITY CORRECTIONS FUND	2,283,998	441,660	562,022	19.3%	23.0%	-21.4%	(120,361.22)
COUNTY FAIR FUND	195,251	127,914	132,089	65.5%	71.9%	-3.2%	(4,174.72)
COUNTY SCHOOL FUND	424,440	-	-	0.0%	0.0%	#DIV/0!	-
COURT FACILITIES SECURITY FUND	43,000	(19)	-	0.0%	0.0%	#DIV/0!	(18.50)
DISTRICT ATTORNEY	15,323	712	1,141	4.6%	7.1%	-37.6%	(429.34)
FACILITY CAPITAL RESERVE	4,633,223	-	-	0.0%	0.0%	#DIV/0!	-
FOREST HEALTH PROGRAM FUND	169,459	-	-	0.0%	0.0%	#DIV/0!	-
GENERAL FUND	17,945,607	3,037,724	3,542,844	16.9%	21.8%	-14.3%	(505,120.51)
GENERAL OPERATING RESERVE	8,039,125	3,124,533	-	38.9%	0.0%	#DIV/0!	3,124,533.00
HOUSEHOLD HAZARDOUS WASTE FUND	527,028	70,379	41,904	13.4%	8.6%	68.0%	28,474.82
KRAMER FIELD FUND	34,484	-	-	0.0%	0.0%	#DIV/0!	-
LAND CORNER PRESERVATION FUND	24,513	5,459	4,677	22.3%	21.1%	16.7%	781.56
LAW LIBRARY FUND	46,229	4,666	4,812	10.1%	10.4%	-3.0%	(146.10)
MUSEUM	107,338	16,687	31,775	15.5%	27.7%	-47.5%	(15,088.23)
PARKS FUND	144,704	30,524	19,688	21.1%	16.8%	55.0%	10,836.11
PUBLIC WORKS FUND	4,606,810	1,118,104	1,060,016	24.3%	30.6%	5.5%	58,088.15
ROAD RESERVE FUND	5,972,857	801,000	-	13.4%	0.0%	#DIV/0!	801,000.00
SPECIAL ECON DEV PAYMENTS FUND	2,397,924	5,000	24,250	0.2%	1.5%	-79.4%	(19,250.00)
YOUTH THINK FUND	120,000	-	31,913	0.0%	19.0%	-100.0%	(31,912.91)
CAPITAL ACQUISITIONS FUND	3,852,873	29,166	-	0.8%	0.0%	#DIV/0!	29,166.00
BUILDING CODES - GENERAL	1,748,938	183,179	-	10.5%	#DIV/0!	#DIV/0!	183,178.92
BUILDING CODES - ELECTRICAL	731,827	62,053	-	8.5%	#DIV/0!	#DIV/0!	62,052.91
Expense Total	55,876,480	9,344,539	6,865,052	16.7%	13.5%	36.1%	2,479,486.38



Wasco County Monthly Report

Personnel All Funds - September 2019

Filters

Fd	(Multiple Items)
Cat	51000

Data							
Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year
Expense							
GENERAL FUND							
ASSESSMENT & TAXATION-E	783,899	189,477	172,351	24.2%	24.4%	9.9%	17,126.18
COUNTY CLERK-E	308,444	72,995	69,260	23.7%	23.9%	5.4%	3,735.01
SHERIFF-E	2,196,056	466,669	510,549	21.3%	24.6%	-8.6%	(43,879.63)
ADMINISTRATIVE SERVICES-E	1,976,782	466,927	457,537	23.6%	24.7%	2.1%	9,389.79
ADMINISTRATION-E	136,037	32,580	30,859	23.9%	24.8%	5.6%	1,721.79
DISTRICT ATTORNEY-E	608,041	147,507	136,470	24.3%	24.2%	8.1%	11,036.91
PLANNING-E	810,869	177,722	164,690	21.9%	20.8%	7.9%	13,032.43
PUBLIC WORKS-E	42,588	10,102	8,893	23.7%	24.3%	13.6%	1,209.07
PREVENTION DIVISION-E	739,358	172,805	146,100	23.4%	24.2%	18.3%	26,704.82
GENERAL FUND Total	7,602,074	1,736,784	1,696,707	22.8%	24.1%	2.4%	40,076.37
PUBLIC WORKS FUND	1,994,060	492,673	470,288	24.7%	24.5%	4.8%	22,384.97
911 COMMUNICATIONS FUND	890,232	225,768	223,339	25.4%	25.8%	1.1%	2,428.78
COMMUNITY CORRECTIONS FUND	860,560	185,198	175,804	21.5%	22.2%	5.3%	9,394.18
COUNTY FAIR FUND	19,171	4,608	3,625	24.0%	24.0%	27.1%	983.86
GENERAL OPERATING RESERVE							
ADMINISTRATION-E	3,124,533	3,124,533	-	100.0%	#DIV/0!	#DIV/0!	3,124,533.00
GENERAL OPERATING RESERVE Total	3,124,533	3,124,533	-	100.0%	#DIV/0!	#DIV/0!	3,124,533.00
HOUSEHOLD HAZARDOUS WASTE FUND	166,607	23,231	25,239	13.9%	16.6%	-8.0%	(2,007.96)
LAND CORNER PRESERVATION FUND	19,013	4,534	4,052	23.8%	24.4%	11.9%	481.56
MUSEUM	42,773	9,393	8,618	22.0%	22.0%	9.0%	775.85
PARKS FUND	44,734	10,753	8,457	24.0%	24.0%	27.1%	2,295.62
ROAD RESERVE FUND							
PUBLIC WORKS-E	801,000	801,000	-	100.0%	#DIV/0!	#DIV/0!	801,000.00



Wasco County Monthly Report

Personnel All Funds - September 2019

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year
				Year Budget Executed			
ROAD RESERVE FUND Total	801,000	801,000	-	100.0%	#DIV/0!	#DIV/0!	801,000.00
WEED & PEST CONTROL FUND	-	-	-	#DIV/0!	#DIV/0!	#DIV/0!	-
YOUTH THINK FUND	-	-	20,624	#DIV/0!	24.8%	-100.0%	(20,624.13)
BUILDING CODES - GENERAL	618,637	119,483	-	19.3%	#DIV/0!	#DIV/0!	119,483.02
BUILDING CODES - ELECTRICAL	231,906	56,335	-	24.3%	#DIV/0!	#DIV/0!	56,334.91
Expense Total	16,415,300	6,794,292	2,636,752	41.4%	24.0%	157.7%	4,157,540.03



Wasco County Monthly Report

Materials Service All Funds - September 2019

Filters

Fd	(Multiple Items)
Cat	(Multiple Items)

Data

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year
Expense							
GENERAL FUND							
ASSESSMENT & TAXATION-E	111,497	29,824	17,815	26.7%	21.0%	67.4%	12,008.49
COUNTY CLERK-E	58,602	6,728	5,617	11.5%	11.5%	19.8%	1,110.78
SHERIFF-E	289,936	67,079	63,328	23.1%	26.6%	5.9%	3,750.98
ADMINISTRATIVE SERVICES-E							
INFORMATION TECHNOLOGY-E	416,443	142,430	174,480	34.2%	42.5%	-18.4%	(32,050.06)
EMPLOYEE & ADMINISTRATIVE SERVICES-E	99,818	18,970	15,796	19.0%	14.3%	20.1%	3,174.06
FACILITIES-E	401,300	60,173	76,544	15.0%	22.5%	-21.4%	(16,370.80)
ADMINISTRATION-E	3,383,145	794,658	691,124	23.5%	23.8%	15.0%	103,533.60
DISTRICT ATTORNEY-E	99,106	13,623	13,658	13.7%	11.7%	-0.3%	(34.49)
PLANNING-E	88,176	15,427	21,150	17.5%	10.5%	-27.1%	(5,722.62)
PUBLIC WORKS-E	13,430	1,893	1,667	14.1%	14.8%	13.5%	225.66
PREVENTION DIVISION-E	186,918	28,956	4,620	15.5%	14.0%	526.7%	24,336.00
GENERAL FUND Total	5,148,371	1,179,760	1,085,798	22.9%	24.1%	8.7%	93,961.60
PUBLIC WORKS FUND	1,595,250	625,431	563,140	39.2%	37.2%	11.1%	62,291.18
911 COMMUNICATIONS FUND	246,414	69,548	56,586	28.2%	25.0%	22.9%	12,961.56
CLERK RECORDS FUND	6,750	-	-	0.0%	0.0%	#DIV/0!	-
COMMUNITY CORRECTIONS FUND	1,423,438	256,462	386,218	18.0%	23.4%	-33.6%	(129,755.40)
COUNTY FAIR FUND							
ADMINISTRATION-E	176,080	123,306	128,464	70.0%	76.2%	-4.0%	(5,158.58)
COUNTY FAIR FUND Total	176,080	123,306	128,464	70.0%	76.2%	-4.0%	(5,158.58)
COUNTY SCHOOL FUND	424,440	-	-	0.0%	0.0%	#DIV/0!	-
COURT FACILITIES SECURITY FUND	43,000	(19)	-	0.0%	0.0%	#DIV/0!	(18.50)
DISTRICT ATTORNEY	15,323	712	1,141	4.6%	7.1%	-37.6%	(429.34)



Wasco County Monthly Report

Materials Service All Funds - September 2019

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current	Prior Year	Year to	Current Year - Prior Year
				Year Budget Executed	Budget Executed	Year % Change	
FOREST HEALTH PROGRAM FUND	-	-	-	#DIV/0!	#DIV/0!	#DIV/0!	-
GENERAL OPERATING RESERVE	4,914,592	-	-	0.0%	#DIV/0!	#DIV/0!	-
HOUSEHOLD HAZARDOUS WASTE FUND	320,421	19,148	16,665	6.0%	5.6%	14.9%	2,482.78
KRAMER FIELD FUND	34,484	-	-	0.0%	0.0%	#DIV/0!	-
LAND CORNER PRESERVATION FUND	5,500	925	625	16.8%	11.4%	48.0%	300.00
LAW LIBRARY FUND	46,229	4,666	4,812	10.1%	10.4%	-3.0%	(146.10)
MUSEUM	58,065	7,293	23,157	12.6%	33.5%	-68.5%	(15,864.08)
PARKS FUND	69,970	19,771	11,231	28.3%	18.0%	76.0%	8,540.49
ROAD RESERVE FUND	1,171,857	-	-	0.0%	#DIV/0!	#DIV/0!	-
SPECIAL ECON DEV PAYMENTS FUND	1,917,112	-	19,250	0.0%	2.0%	-100.0%	(19,250.00)
WEED & PEST CONTROL FUND	-	-	-	#DIV/0!	#DIV/0!	#DIV/0!	-
YOUTH THINK FUND	-	-	11,289	#DIV/0!	13.3%	-100.0%	(11,288.78)
BUILDING CODES - GENERAL	80,301	63,696	-	79.3%	#DIV/0!	#DIV/0!	63,695.90
BUILDING CODES - ELECTRICAL	49,921	5,718	-	11.5%	#DIV/0!	#DIV/0!	5,718.00
Expense Total	17,747,518	2,376,418	2,308,378	13.4%	22.7%	2.9%	68,040.73



Wasco County Monthly Report

Capital All Funds - September 2019

Filters

Fd	(Multiple Items)
Cat	(Multiple Items)

Data							
Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year
Expense							
GENERAL FUND	1,771,000	11,398	14,109	0.6%	1.1%	-19.2%	(2,711.00)
PUBLIC WORKS FUND	17,500	-	26,588	0.0%	88.6%	-100.0%	(26,588.00)
COUNTY FAIR FUND	-	-	-	#DIV/0!	0.0%	#DIV/0!	-
LAND CORNER PRESERVATION FUND	-	-	-	#DIV/0!	0.0%	#DIV/0!	-
FOREST HEALTH PROGRAM FUND	50,000	-	-	0.0%	#DIV/0!	#DIV/0!	-
HOUSEHOLD HAZARDOUS WASTE FUND	40,000	28,000	-	70.0%	0.0%	#DIV/0!	28,000.00
MUSEUM	6,500	-	-	0.0%	0.0%	#DIV/0!	-
911 COMMUNICATIONS FUND	1,734	-	-	0.0%	0.0%	#DIV/0!	-
PARKS FUND	30,000	-	-	0.0%	0.0%	#DIV/0!	-
COMMUNITY CORRECTIONS FUND	-	-	-	#DIV/0!	#DIV/0!	#DIV/0!	-
CLERK RECORDS FUND	4,800	-	-	0.0%	#DIV/0!	#DIV/0!	-
ROAD RESERVE FUND	4,000,000	-	-	0.0%	0.0%	#DIV/0!	-
CAPITAL ACQUISITIONS FUND	3,852,873	29,166	-	0.8%	0.0%	#DIV/0!	29,166.00
911 EQUIPMENT RESERVE	30,000	-	-	0.0%	0.0%	#DIV/0!	-
FACILITY CAPITAL RESERVE	4,633,223	-	-	0.0%	0.0%	#DIV/0!	-
GENERAL OPERATING RESERVE	-	-	-	#DIV/0!	0.0%	#DIV/0!	-
CDBG GRANT FUND	560,000	(17,018)	1,120,496	-3.0%	19.3%	-101.5%	(1,137,513.90)
BUILDING CODES - GENERAL							
BUILDING CODES-E							
BUILDING CODES ALLOCATED-E							
CAPITAL OUTLAY-E	600,000	-	-	0.0%	#DIV/0!	#DIV/0!	-
BUILDING CODES - GENERAL Total	600,000	-	-	0.0%	#DIV/0!	#DIV/0!	-
Expense Total	15,597,630	51,546	1,161,193	0.3%	4.6%	-95.6%	(1,109,646.90)

Wasco County Monthly Report

Transfers - September 2019

Filters

Fd	(Multiple Items)
Cat	(Multiple Items)

Data							
Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year
Transfer In							
911 COMMUNICATIONS FUND	253,129.00	63,282.00	62,230	25.0%	25.0%	1.7%	1,052.49
911 EQUIPMENT RESERVE	30,000.00	7,500.00	7,500	25.0%	25.0%	0.0%	-
COUNTY FAIR FUND	29,000.00	29,000.00	29,000	100.0%	100.0%	0.0%	-
FACILITY CAPITAL RESERVE	-	-	212,500	#DIV/0!	18.5%	-100.0%	(212,499.99)
GENERAL FUND	1,215,271.00	-	-	0.0%	0.0%	#DIV/0!	-
GENERAL OPERATING RESERVE	3,167,866.00	-	212,500	0.0%	17.8%	-100.0%	(212,499.99)
MUSEUM	22,500.00	22,500.00	22,500	100.0%	100.0%	0.0%	-
PUBLIC WORKS FUND	-	-	-	#DIV/0!	#DIV/0!	#DIV/0!	-
ROAD RESERVE FUND	1,000,000.00	-	-	0.0%	0.0%	#DIV/0!	-
CAPITAL ACQUISITIONS FUND	-	-	212,500	#DIV/0!	25.0%	-100.0%	(212,499.99)
BUILDING CODES - GENERAL							
NON-DEPARTMENTAL RESOURCES-R	200,000.00	-	-	0.0%	#DIV/0!	#DIV/0!	-
BUILDING CODES - GENERAL Total	200,000.00	-	-	0.0%	#DIV/0!	#DIV/0!	-
BUILDING CODES - ELECTRICAL							
NON-DEPARTMENTAL RESOURCES-R	200,000.00	-	-	0.0%	#DIV/0!	#DIV/0!	-
BUILDING CODES - ELECTRICAL Total	200,000.00	-	-	0.0%	#DIV/0!	#DIV/0!	-
Transfer In Total	6,117,766.00	122,282.00	758,729	2.0%	18.0%	-83.9%	(636,447.48)
Transfer Out							
911 COMMUNICATIONS FUND	73,333.00	7,500.00	7,500	10.2%	10.2%	0.0%	-
911 EQUIPMENT RESERVE	-	-	-	#DIV/0!	#DIV/0!	#DIV/0!	-
COMMUNITY CORRECTIONS FUND	-	-	-	#DIV/0!	#DIV/0!	#DIV/0!	-
DISTRICT ATTORNEY	-	-	-	#DIV/0!	#DIV/0!	#DIV/0!	-
FACILITY CAPITAL RESERVE	-	-	-	#DIV/0!	0.0%	#DIV/0!	-
FOREST HEALTH PROGRAM FUND	119,459.00	-	-	0.0%	0.0%	#DIV/0!	-

Wasco County Monthly Report

Transfers - September 2019

GENERAL FUND	3,424,162.00	109,782.00	746,229	3.2%	21.7%	-85.3%	(636,447.48)
LAND CORNER PRESERVATION FUND	-	-	-	#DIV/0!	#DIV/0!	#DIV/0!	-
LAW LIBRARY FUND	-	-	-	#DIV/0!	#DIV/0!	#DIV/0!	-
PUBLIC WORKS FUND	1,000,000.00	-	-	0.0%	0.0%	#DIV/0!	-
SPECIAL ECON DEV PAYMENTS FUND	480,812.00	5,000.00	5,000	1.0%	0.8%	0.0%	-
WEED & PEST CONTROL FUND	-	-	-	#DIV/0!	#DIV/0!	#DIV/0!	-
YOUTH THINK FUND							
NON-DEPARTMENTAL EXPENDITURES-E	120,000.00	-	-	0.0%	#DIV/0!	#DIV/0!	-
YOUTH THINK FUND Total	120,000.00	-	-	0.0%	#DIV/0!	#DIV/0!	-
BUILDING CODES - GENERAL							
NON-DEPARTMENTAL EXPENDITURES-E	450,000.00	-	-	0.0%	#DIV/0!	#DIV/0!	-
BUILDING CODES - GENERAL Total	450,000.00	-	-	0.0%	#DIV/0!	#DIV/0!	-
BUILDING CODES - ELECTRICAL							
NON-DEPARTMENTAL EXPENDITURES-E	450,000.00	-	-	0.0%	#DIV/0!	#DIV/0!	-
BUILDING CODES - ELECTRICAL Total	450,000.00	-	-	0.0%	#DIV/0!	#DIV/0!	-
Transfer Out Total	6,117,766.00	122,282.00	758,729	2.0%	18.0%	-83.9%	(636,447.48)



Wasco County Monthly Report Reserve Funds - September 2019

Filters

Fd	(Multiple Items)
Cat	(Multiple Items)

Data

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year
Revenue							
911 EQUIPMENT RESERVE	30,790	7,913	7,500	25.7%	25.0%	5.5%	413.17
FACILITY CAPITAL RESERVE	50,000	29,822	227,340	59.6%	19.3%	-86.9%	(197,517.89)
GENERAL OPERATING RESERVE	3,192,866	10,629	228,192	0.3%	18.6%	-95.3%	(217,562.99)
ROAD RESERVE FUND	1,042,000	25,948	18,680	2.5%	44.5%	38.9%	7,268.32
CAPITAL ACQUISITIONS FUND	29,000	23,285	226,235	80.3%	25.7%	-89.7%	(202,949.14)
Revenue Total	4,344,656	97,598	707,946	2.2%	21.1%	-86.2%	(610,348.53)
Expense							
911 EQUIPMENT RESERVE	30,000	-	-	0.0%	0.0%	#DIV/0!	-
FACILITY CAPITAL RESERVE	4,633,223	-	-	0.0%	0.0%	#DIV/0!	-
GENERAL OPERATING RESERVE	8,039,125	3,124,533	-	38.9%	0.0%	#DIV/0!	3,124,533.00
ROAD RESERVE FUND	5,972,857	801,000	-	13.4%	0.0%	#DIV/0!	801,000.00
CAPITAL ACQUISITIONS FUND	3,852,873	29,166	-	0.8%	0.0%	#DIV/0!	29,166.00
Expense Total	22,528,078	3,954,699	-	17.6%	0.0%	#DIV/0!	3,954,699.00



Wasco County Monthly Report

Investment - September 2019

Filters

Fd	(Multiple Items)
Cat	417

Data							
Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year
Revenue							
INTEREST EARNED							
911 COMMUNICATIONS FUND	900	970	73	107.8%	47.4%	1221.4%	896.89
911 EQUIPMENT RESERVE	790	367	-	46.4%	0.0%	#DIV/0!	366.80
CDBG GRANT FUND	300	-	278	0.0%	139.0%	-100.0%	(278.02)
CLERK RECORDS FUND	-	197	131	#DIV/0!	43.6%	50.8%	66.43
COMMUNITY CORRECTIONS FUND	10,000	6,212	4,010	62.1%	40.1%	54.9%	2,201.55
COUNTY FAIR FUND	900	772	252	85.7%	29.2%	206.3%	519.73
COUNTY SCHOOL FUND	200	92	81	45.8%	40.4%	13.3%	10.79
COURT FACILITIES SECURITY FUND	2,000	855	566	42.7%	56.6%	51.2%	289.33
DISTRICT ATTORNEY	160	52	52	32.4%	40.1%	-0.7%	(0.38)
FACILITY CAPITAL RESERVE	50,000	27,991	13,503	56.0%	45.0%	107.3%	14,488.17
FOREST HEALTH PROGRAM FUND	2,700	1,721	1,010	63.7%	37.4%	70.4%	710.82
GENERAL FUND	197,856	94,317	92,627	47.7%	102.9%	1.8%	1,689.89
GENERAL OPERATING RESERVE	25,000	9,261	14,264	37.0%	47.5%	-35.1%	(5,002.65)
HOUSEHOLD HAZARDOUS WASTE FUND	5,000	2,531	1,201	50.6%	48.0%	110.8%	1,330.56
KRAMER FIELD FUND	300	183	129	60.9%	42.9%	41.8%	53.84
LAND CORNER PRESERVATION FUND	900	410	252	45.6%	41.9%	63.0%	158.56
LAW LIBRARY FUND	1,400	793	502	56.6%	35.9%	57.8%	290.55
MUSEUM	3,600	1,317	879	36.6%	43.9%	49.9%	438.55
PARKS FUND	2,000	1,553	900	77.6%	45.0%	72.6%	652.92
PUBLIC WORKS FUND	40,000	19,089	11,658	47.7%	41.6%	63.7%	7,431.29
ROAD RESERVE FUND	42,000	22,121	16,788	52.7%	40.0%	31.8%	5,332.58
SPECIAL ECON DEV PAYMENTS FUND	4,000	1,615	1,137	40.4%	40.6%	42.1%	478.35
WEED & PEST CONTROL FUND	-	-	-	#DIV/0!	#DIV/0!	#DIV/0!	-



Wasco County Monthly Report Investment - September 2019

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current	Prior Year	Year to	Current Year - Prior Year
				Year Budget Executed	Budget Executed	Year % Change	
YOUTH THINK FUND	-	-	339	#DIV/0!	37.6%	-100.0%	(338.74)
CAPITAL ACQUISITIONS FUND	29,000	20,480	12,499	70.6%	43.1%	63.9%	7,981.31
BUILDING CODES - GENERAL							
NON-DEPARTMENTAL RESOURCES-R	25,000	7,903	-	31.6%	#DIV/0!	#DIV/0!	7,903.14
BUILDING CODES - GENERAL Total	25,000	7,903	-	31.6%	#DIV/0!	#DIV/0!	7,903.14
BUILDING CODES - ELECTRICAL							
NON-DEPARTMENTAL RESOURCES-R	20,000	8	-	0.0%	#DIV/0!	#DIV/0!	8.24
BUILDING CODES - ELECTRICAL Total	20,000	8	-	0.0%	#DIV/0!	#DIV/0!	8.24
INTEREST EARNED Total	464,006	220,809	173,129	47.6%	62.5%	27.5%	47,680.50
LID INTEREST	-	-	-	#DIV/0!	#DIV/0!	#DIV/0!	-
UNSEG TAX INTEREST EARNED	200	8	8	4.1%	3.9%	5.2%	0.40
MARK TO MARKET - UNREALIZED GAIN/LOSS	-	21,119	9,810	#DIV/0!	#DIV/0!	115.3%	11,308.37
Revenue Total	464,206	241,936	182,947	52.1%	66.0%	32.2%	58,989.27

Reconciliation Report – September 2019 Reconciliations

Scheduled to review 10/21/19

Wasco County

Wasco County

1. Main Checking
 - a. On banking reconciliation sheet
 - b. All balance
2. Unseg Checking
 - a. On banking reconciliation sheet
 - b. All balance
3. Charter Appeal
 - a. On banking reconciliation sheet
 - b. All balance
4. LGIP – County
 - a. On banking reconciliation sheet
 - b. All balance
 - c. Only the balance for Wasco County
5. LGIP – Building Codes
 - a. On banking reconciliation sheet
 - b. All balance
 - c. Only the balance for the Building Codes
 - d. Held until decision is made on the future of building codes
6. AP GL to Subledger
 - a. Balances – No variances
 - b. Includes the Qlife AP reconciliation
7. AR GL to Subledger
 - a. Balances – No variances
 - b. Includes the Qlife AR reconciliation
 - c. 60-Day accruals included
 - i. Minimal compared to prior years due to using invoicing for most revenues
8. Tax Receivable Eden to Ascend
 - a. Balances – No variances
 - b. Still have the odd 783 CATF trust coded at Interest Receivable in Ascend – this is incorrect and in the queue to be fixed by the vendor
 - i. Though it was done, but the fix caused problems in test – still researching
9. Tax Receipts Eden to Ascend
 - a. Balances – No variances
 - b. Pages 7-9 are September – pages 37-39 are YTD as of 8/31/19
10. Transfers in – Transfers out

- a. Balances; transfers-in = transfers-out
- b. Part of the monthly reporting
- 11. PERS Recap Payroll Register to PERS Invoice
 - a. Balances – No variances
- 12. Investing
 - a. Reviewed with investment committee quarterly – this was sent by email to committee
 - i. Meetings are now quarterly – next will be 10/21/19
 - b. Reconciled and balances
 - c. In compliance with Investment Policy

Qlife

- 1. Checking – Bank of the West
 - a. Balances – no variances
- 2. LGIP
 - a. Balances – no variances
- 3. AP GL to Subledger
 - a. Balances – No Variances
 - b. Included on the County's reconciliation
- 4. AR GL to Subledger
 - a. Balances – No Variances

Included on the County's reconciliation

Reviewed_____ Date_____

Reviewed_____ Date_____

Reconciliation checklist Fiscal Year 2020

[illegible]

Qlife

Checking	x	x	x
LGIP	x	x	x
AP GL to Subledger	x	x	x
AR GL to Subledger	x	x	x

**Bank Reconciliation
September 2019**

Bank

Eden

	LGIP	LGIP - Business Codes	Unseg	Charter Appeal	Main	Total		LGIP - 11401	LGIP - Business Codes - 790.11404	Unseg - 11302	Charter Appeal - 786-11304	Main - 11101	Total
Beginning Balance per Bank	17,557,760.95	4,031,752.89	783,787.11	271,956.90	1,020,523.63	23,665,781.48	Beginning Balance per Eden	17,557,760.95	4,031,752.89	780,564.51	271,956.90	790,573.89	23,432,609.14
						-							-
Deposits			168,206.62		298,074.35	466,280.97	Debits	578,243.51	8,498.54	171,717.57	2.23	1,944,695.58	2,703,157.43
Other Deposits	541,462.66	-	3,098.52		1,421,806.17	1,966,367.35							-
Interest	36,780.85	8,498.54	6.69	2.23		45,288.31							-
Withdrawals	(1,089,622.39)		(131,365.72)		(852,521.98)	(2,073,510.09)	Credits	(1,089,622.99)		(141,960.01)		(1,653,865.75)	(3,085,448.75)
Fees	(0.60)					(0.60)							-
Summary Post (Cleared Checks)			(11,150.94)		(762,062.92)	(773,213.86)							-
Other Checks (not in Summary)						-							-
Ending Balance per Bank	17,046,381.47	4,040,251.43	812,582.28	271,959.13	1,125,819.25	23,296,993.56	Ending Balance per Cash by Fund	17,046,381.47	4,040,251.43	810,322.07	271,959.13	881,403.72	23,050,317.82
						-							-
Outstanding Withdrawals						-							-
Outstanding Checks			(2,260.21)		(240,758.98)	(243,019.19)							-
Outstanding Payroll Checks						-							-
CC & Other Deposits in Transit					(3,656.55)	(3,656.55)							-
Other						-							-
						-							-
Adjusted Balance	17,046,381.47	4,040,251.43	810,322.07	271,959.13	881,403.72	23,050,317.82	Adjusted Balance	17,046,381.47	4,040,251.43	810,322.07	271,959.13	881,403.72	23,050,317.82
							Variance	-	-	-	-	(0.00)	-
							Recon Mike	Recon Mike	Recon Mike	Recon Mike	Recon Mike		
							10/18/19	10/18/19	10/18/19	10/18/19	10/21/19		
							Relevant JV adjustments						

**Bank Reconciliation
September 2019**

Bank							Eden						
	LGIP	LGIP - Business Codes	Unseg	Charter Appeal	Main	Total		LGIP - 11401	LGIP - Business Codes - 790.11404	Unseg - 11302	Charter Appeal - 786-11304	Main - 11101	Total
Beginning Balance per Bank	17,557,760.95	4,031,752.89	783,787.11	271,956.90	1,020,523.63	23,665,781.48	Beginning Balance per Eden	17,557,760.95	4,031,752.89	780,564.51	271,956.90	790,573.89	23,432,609.14
Deposits			168,206.62		298,074.35	466,280.97	Debits	578,243.51	8,498.54	171,717.57	2.23	1,944,695.58	2,703,157.43
Other Deposits	541,462.66	-	3,098.52		1,421,806.17	1,966,367.35							-
Interest	36,780.85	8,498.54	6.69	2.23		45,288.31							-
Withdrawals	(1,089,622.39)		(131,365.72)		(852,521.98)	(2,073,510.09)	Credits	(1,089,622.99)		(141,960.01)		(1,853,865.75)	(3,085,448.75)
Fees	(0.60)					(0.60)							-
Summary Post (Cleared Checks)			(11,150.94)		(762,062.92)	(773,213.86)							-
Other Checks (not in Summary)						-							-
Ending Balance per Bank	17,046,381.47	4,040,251.43	812,582.28	271,959.13	1,125,819.25	23,296,993.56	Ending Balance per Cash by Fund	17,046,381.47	4,040,251.43	810,322.07	271,959.13	881,403.72	23,050,317.82
Outstanding Withdrawals						-							-
Outstanding Checks			(2,260.21)		(240,758.98)	(243,019.19)							-
Outstanding Payroll Checks						-							-
CC & Other Deposits in Transit					(3,656.55)	(3,656.55)							-
Other						-							-
						-							-
Adjusted Balance	17,046,381.47	4,040,251.43	810,322.07	271,959.13	881,403.72	23,050,317.82	Adjusted Balance	17,046,381.47	4,040,251.43	810,322.07	271,959.13	881,403.72	23,050,317.82
Variance							-						
							(0.00)						

**Bank Reconciliation
September 2019**

	Bank							Eden					
	LGIP	LGIP - Business Codes	Unseg	Charter Appeal	Main	Total		LGIP - 11401	LGIP - Business Codes - 790.11404	Unseg - 11302	Charter Appeal - 786-11304	Main - 11101	Total
Beginning Balance per Bank	17,557,760.95	4,031,752.89	783,787.11	271,956.90	1,020,523.63	23,665,781.48	Beginnng Balance per Eden	17,557,760.95	4,031,752.89	780,564.51	271,956.90	790,573.89	23,432,609.14
Deposits			168,206.62		298,074.35	466,280.97	Debits	578,243.51	8,498.54	171,717.57	2.23	1,944,695.58	2,703,157.43
Other Deposits	541,462.66	-	3,098.52		1,421,806.17	1,966,367.35							-
Interest	36,780.85	8,498.54	6.69	2.23		45,288.31							-
Withdrawals	(1,089,622.39)		(131,365.72)		(852,521.98)	(2,073,510.09)	Credits	(1,089,622.99)		(141,960.01)		(1,853,865.75)	(3,085,448.75)
Fees	(0.60)					(0.60)							-
Summary Post (Cleared Checks)			(11,150.94)		(762,062.92)	(773,213.86)							-
Other Checks (not in Summary)						-							-
Ending Balance per Bank	17,046,381.47	4,040,251.43	812,582.28	271,959.13	1,125,819.25	23,296,993.56	Ending Balance per Cash by Fund	17,046,381.47	4,040,251.43	810,322.07	271,959.13	881,403.72	23,050,317.82
Outstanding Withdrawals						-							-
Outstanding Checks			(2,260.21)		(240,758.98)	(243,019.19)							-
Outstanding Payroll Checks						-							-
CC & Other Deposits in Transit					(3,656.55)	(3,656.55)							-
Other						-							-
Adjusted Balance	17,046,381.47	4,040,251.43	810,322.07	271,959.13	881,403.72	23,050,317.82	Adjusted Balance	17,046,381.47	4,040,251.43	810,322.07	271,959.13	881,403.72	23,050,317.82
								Variance					
												(0.00)	-
								Recon Mike 10/18/19	Recon Mike 10/18/19	Recon Mike 10/18/19	Recon Mike 10/18/19	Recon Mike 10/21/19	
Relevant JV adjustments													

September 2019 Subledger to General Ledger Reconciliation

Open AP invoice Report		21101			
Fund	Fund Name	AP Report	GL	Difference	% Variance
101	General	12,383.51	12,383.51	-	0.0%
150	Building Codes - General	13,132.50	13,132.50	-	0.0%
202	Public Works	54,006.84	54,006.84	-	0.0%
203	County Fair	1,581.12	1,581.12	-	0.0%
205	Land Corner Preservation	-	-	-	#DIV/0!
207	Household Hazardous Waste	-	-	-	#DIV/0!
208	Special Economic Development	-	-	-	#DIV/0!
209	Law Library	-	-	-	#DIV/0!
210	District Attorney	-	-	-	#DIV/0!
211	Museum	-	-	-	#DIV/0!
220	911 Communications	-	-	-	#DIV/0!
223	Parks	-	-	-	#DIV/0!
227	Community Corrections	-	-	-	#DIV/0!
229	Court Facilities Security	-	-	-	#DIV/0!
232	Youth Think	-	-	-	#DIV/0!
330	CDBFG Grant	-	-	-	#DIV/0!
600	Qlife	800.90	800.90	-	0.0%
601	Qlife Capital	-	-	-	#DIV/0!
602	Qlife Maupin	-	-	-	#DIV/0!
704	Mint	-	-	-	#DIV/0!
706	Library District	-	-	-	#DIV/0!
		81,904.87	81,904.87		

Recon Mike M 10/21/19

September 2019 AR General Ledger to AR Subledger Reconciliation

Fund	GL 13201	GL Adj	GL	AR Aging by		AR Adjusted	GL - AR Adjusted
				Fund Report	Not in Subledger		
101	26,508.55	-	26,508.55	26,508.55	-	26,508.55	-
150	-	-	-	-	-	-	-
160	299.69	-	299.69	299.69	-	299.69	-
202	3,021.84	-	3,021.84	3,021.84	-	3,021.84	-
203	1,750.00	-	1,750.00	1,750.00	-	1,750.00	-
205	-	-	-	-	-	-	-
207	-	-	-	-	-	-	-
208	-	-	-	-	-	-	-
210	-	-	-	-	-	-	-
211	-	-	-	-	-	-	-
220	15.00	-	15.00	15.00	-	15.00	-
223	-	-	-	-	-	-	-
227	-	-	-	-	-	-	-
229	-	-	-	-	-	-	-
232	-	-	-	-	-	-	-
237	-	-	-	-	-	-	-
330	-	-	-	-	-	-	-
600	23,255.78	-	23,255.78	23,255.78	-	23,255.78	-
704	-	-	-	-	-	-	-
705	-	-	-	-	-	-	-
706	-	-	-	-	-	-	-
707	-	-	-	-	-	-	-
783	-	-	-	-	-	-	-
Total	54,850.86	-	54,850.86	54,850.86	-	54,850.86	-

Fund	GL 25101	GL Adj	GL	AR Report	Not in Subledger	AR Adjusted	GL - AR Adjusted
101	-	-	-	-	-	-	-
				Detail			

Fund	GL 13301	GL Adj	GL	AR Report	Not in Subledger	AR Adjusted	GL - AR Adjusted
Total	-	-	-	-	-	-	-

September 2019 Ascend to Eden Taxes Receivable Reconciliation

Recon Mike M 10/21/19

Eden Fund & Name	Eden GL & Name	tax_year	Sum of beg_bal	Sum of certs	Sum of receipts	Sum of end_bal	Eden GL	Ascend - Eden
101 - General Fund	101.13101 - Property Taxes Principal Receivable		558,625.35	(661.16)	92,041.91	465,922.28	465,922.28	-
	101.13102 - Property Taxes Interest Receivable		10,565.21	16,692.22	15,452.97	11,804.46	11,804.46	-
	101.13103 - Miscellaneous Receivable		29,043.04	11,374.16	11,819.63	28,597.57	28,597.57	-
706 - Library District	706.13101 - Property Taxes Principal Receivable		85,617.03	(101.71)	14,176.10	71,339.22	71,339.22	-
	706.13102 - Property Taxes Interest Receivable		924.03	1,722.75	1,600.67	1,046.11	1,046.11	-
707 - 4H OSU Extension	707.13101 - Property Taxes Principal Receivable		32,412.80	(38.52)	5,367.61	27,006.67	27,006.67	-
	707.13102 - Property Taxes Interest Receivable		349.46	652.07	605.90	395.63	395.63	-
801 - Central OR CC	801.13101 - Property Taxes Principal Receivable		459.49	(0.54)	75.92	383.03	383.03	-
	801.13102 - Property Taxes Interest Receivable		8.52	13.95	12.83	9.64	9.64	-
802 - CGCC	802.13101 - Property Taxes Principal Receivable		80,639.49	(93.31)	13,226.92	67,319.26	67,319.26	-
	802.13102 - Property Taxes Interest Receivable		1,769.22	2,444.46	2,264.42	1,949.26	1,949.26	-
803 - ESD North Central	803.13101 - Property Taxes Principal Receivable		361.21	(0.44)	58.87	301.90	301.90	-
	803.13102 - Property Taxes Interest Receivable		6.23	10.35	9.39	7.19	7.19	-
804 - Region 9 ESD	804.13101 - Property Taxes Principal Receivable		60,351.49	(71.71)	9,987.07	50,292.71	50,292.71	-
	804.13102 - Property Taxes Interest Receivable		1,223.06	1,813.28	1,678.38	1,357.96	1,357.96	-
806 - Jefferson ESD	806.13101 - Property Taxes Principal Receivable		333.91	(0.39)	54.89	278.63	278.63	-
	806.13102 - Property Taxes Interest Receivable		7.31	10.05	9.28	8.08	8.08	-
807 - School District 12	807.13101 - Property Taxes Principal Receivable		108,950.14	(125.85)	18,039.26	90,785.03	90,785.03	-
	807.13102 - Property Taxes Interest Receivable		3,182.62	3,364.35	3,121.44	3,425.53	3,425.53	-
808 - School District 21	808.13101 - Property Taxes Principal Receivable		495,478.05	(588.94)	82,040.75	412,848.36	412,848.36	-
	808.13102 - Property Taxes Interest Receivable		8,997.36	14,897.82	13,794.93	10,100.25	10,100.25	-
809 - School District 21J	809.13101 - Property Taxes Principal Receivable		491.92	(0.58)	80.74	410.60	410.60	-
	809.13102 - Property Taxes Interest Receivable		7.58	14.93	13.60	8.91	8.91	-
810 - School District 29	810.13101 - Property Taxes Principal Receivable		81,288.24	(78.00)	13,372.73	67,837.51	67,837.51	-
	810.13102 - Property Taxes Interest Receivable		1,964.24	2,873.79	2,643.95	2,194.08	2,194.08	-
812 - School District 59	812.13101 - Property Taxes Principal Receivable		9,965.40	(11.88)	1,662.04	8,291.48	8,291.48	-
	812.13102 - Property Taxes Interest Receivable		198.55	303.03	281.45	220.13	220.13	-
814 - School District 67	814.13101 - Property Taxes Principal Receivable		228.62	(0.28)	36.73	191.61	191.61	-
	814.13102 - Property Taxes Interest Receivable		3.32	5.95	5.42	3.85	3.85	-
817 - School District 9	817.13101 - Property Taxes Principal Receivable		182.83	-	-	182.83	182.83	-
	817.13102 - Property Taxes Interest Receivable		487.60	-	-	487.60	487.60	-
818 - S Wasco SD 1	818.13101 - Property Taxes Principal Receivable		91,705.12	(109.22)	15,180.13	76,415.77	76,415.77	-
	818.13102 - Property Taxes Interest Receivable		1,927.72	2,752.39	2,544.88	2,135.23	2,135.23	-
830 - Antelope	830.13101 - Property Taxes Principal Receivable		235.62	(0.32)	41.28	194.02	194.02	-
	830.13102 - Property Taxes Interest Receivable		7.13	4.03	3.92	7.24	7.24	-
831 - Dufur	831.13101 - Property Taxes Principal Receivable		4,404.30	(4.98)	752.73	3,646.59	3,646.59	-
	831.13102 - Property Taxes Interest Receivable		70.69	98.30	92.18	76.81	76.81	-
832 - Maupin	832.13101 - Property Taxes Principal Receivable		16,912.85	(20.17)	2,773.03	14,119.65	14,119.65	-
	832.13102 - Property Taxes Interest Receivable		191.72	333.41	309.02	216.11	216.11	-
833 - Mosier	833.13101 - Property Taxes Principal Receivable		4,211.87	(5.12)	698.45	3,508.30	3,508.30	-
	833.13102 - Property Taxes Interest Receivable		48.40	82.88	77.00	54.28	54.28	-
835 - Shaniko	835.13101 - Property Taxes Principal Receivable		308.33	(0.41)	44.21	263.71	263.71	-
	835.13102 - Property Taxes Interest Receivable		0.68	3.75	3.30	1.13	1.13	-
836 - The Dalles	836.13101 - Property Taxes Principal Receivable		187,688.68	(223.47)	30,969.78	156,495.43	156,495.43	-
	836.13102 - Property Taxes Interest Receivable		2,359.22	3,743.64	3,481.17	2,621.69	2,621.69	-
850 - The Dalles Assmt	850.13101 - Property Taxes Principal Receivable		4,150.01	(5.17)	671.39	3,473.45	3,473.45	-

September 2019 Ascend to Eden Taxes Receivable Reconciliation

Recon Mike M 10/21/19

Eden Fund & Name	Eden GL & Name	tax_year	Sum of beg_bal	Sum of certs	Sum of receipts	Sum of end_bal	Eden GL	Ascend - Eden
	850.13102 - Property Taxes Interest Receivable		44.11	75.80	69.79	50.12	50.12	-
851 - Dufur Recreation	851.13101 - Property Taxes Principal Receivable		7,105.93	(8.29)	1,180.39	5,917.25	5,917.25	-
	851.13102 - Property Taxes Interest Receivable		89.39	146.44	136.27	99.56	99.56	-
852 - Jefferson Co School	852.13101 - Property Taxes Principal Receivable		622.48	(0.72)	102.98	518.78	518.78	-
	852.13102 - Property Taxes Interest Receivable		7.37	12.73	11.80	8.30	8.30	-
853 - Juniper Flats Fire	853.13101 - Property Taxes Principal Receivable		5,018.49	(5.98)	836.12	4,176.39	4,176.39	-
	853.13102 - Property Taxes Interest Receivable		59.60	102.62	95.23	66.99	66.99	-
854 - Mid-Col Fire Rescue	854.13101 - Property Taxes Principal Receivable		185,467.53	(213.56)	30,640.35	154,613.62	154,613.62	-
	854.13102 - Property Taxes Interest Receivable		2,323.13	3,835.59	3,564.21	2,594.51	2,594.51	-
856 - Mosier Rural Fire	856.13101 - Property Taxes Principal Receivable		12.21	-	-	12.21	12.21	-
	856.13102 - Property Taxes Interest Receivable		4.52	-	-	4.52	4.52	-
857 - N Wasco Parks & Rec	857.13101 - Property Taxes Principal Receivable		69,127.40	(82.35)	11,450.47	57,594.58	57,594.58	-
	857.13102 - Property Taxes Interest Receivable		807.20	1,397.53	1,287.99	916.74	916.74	-
858 - NORCOR	858.13101 - Property Taxes Principal Receivable		3,643.81	-	1,279.80	2,364.01	2,364.01	-
	858.13102 - Property Taxes Interest Receivable		341.64	300.28	299.19	342.73	342.73	-
860 - Port of The Dalles	860.13101 - Property Taxes Principal Receivable		19,781.74	(23.43)	3,262.39	16,495.92	16,495.92	-
	860.13102 - Property Taxes Interest Receivable		307.72	396.00	368.02	335.70	335.70	-
861 - White River Health	861.13101 - Property Taxes Principal Receivable		9,463.58	(5.84)	1,473.97	7,983.77	7,983.77	-
	861.13102 - Property Taxes Interest Receivable		156.04	251.59	233.04	174.59	174.59	-
862 - Wasco Soil Conservation	862.13101 - Property Taxes Principal Receivable		31,892.39	(38.25)	5,295.94	26,558.20	26,558.20	-
	862.13102 - Property Taxes Interest Receivable		327.63	646.35	594.80	379.18	379.18	-
864 - Mosier Fire	864.13101 - Property Taxes Principal Receivable		12,709.35	(15.24)	2,124.02	10,570.09	10,570.09	-
	864.13102 - Property Taxes Interest Receivable		136.07	258.60	240.34	154.33	154.33	-
878 - MH Park Ombud	878.13101 - Property Taxes Principal Receivable		461.94	(0.53)	71.81	389.60	389.60	-
	878.13102 - Property Taxes Interest Receivable		4.53	8.43	7.75	5.21	5.21	-
879 - OR Forest Land Protection	879.13101 - Property Taxes Principal Receivable		6,121.74	(6.98)	1,020.84	5,093.92	5,093.92	-
	879.13102 - Property Taxes Interest Receivable		78.82	129.80	120.98	87.64	87.64	-
880 - State Fire Patrol	880.13101 - Property Taxes Principal Receivable		14,337.87	(15.94)	2,411.08	11,910.85	11,910.85	-
	880.13102 - Property Taxes Interest Receivable		185.32	321.22	296.38	210.16	210.16	-
881 - Urban Renewal	881.13101 - Property Taxes Principal Receivable		94,667.12	(113.55)	15,675.34	78,878.23	78,878.23	-
	881.13102 - Property Taxes Interest Receivable		1,106.45	1,891.62	1,759.30	1,238.77	1,238.77	-
882 - Rock Creek District	882.13101 - Property Taxes Principal Receivable		0.97	-	-	0.97	0.97	-
	882.13102 - Property Taxes Interest Receivable		0.09	-	-	0.09	0.09	-
883 - Mid-Col Fire Rescue	883.13101 - Property Taxes Principal Receivable		7,879.22	(18.70)	1,472.55	6,387.97	6,387.97	-
	883.13102 - Property Taxes Interest Receivable		-	53.20	50.93	2.27	2.27	-
783 - CATF Trust	783.13102 - Property Taxes Interest Receivable		24,689.95	36,406.58	33,460.11	27,636.42		
	Not Interest Rec. so not imported to Eden as this Thought was fixed - but caused system errors. Correction undone are reworking it							

Eden balanced to Ascend, However, in the conversion/cleanup the Assessor has \$1,645.11 that is not identified. This does not show on the Ascend reports
The Assessor is working to address the issue. The variance is 0.07% and is not material. The expectation is to have the issue resolved before the audit.
This is an ongoing issue that has existed for the last several audits at least.

	September	Recon Mike M 10/21/19	September				
Eden Account	Eden	Eden Adj	Eden Total	Ascend	Ascend Adj	Ascend Total	Variance E-A
101.00.1101.410.102	-		-	-		-	-
101.00.1101.410.103	36,204.21		36,204.21	36,204.21		36,204.21	-
706.97.3706.422.114	5,285.83		5,285.83	5,285.83		5,285.83	-
706.97.3706.422.115	-		-	-		-	-
707.97.3707.422.114	2,000.93		2,000.93	2,000.93		2,000.93	-
707.97.3707.422.115	-		-	-		-	-
783.97.3783.422.127	9,773.45		9,773.45	9,773.45		9,773.45	-
783.97.3783.422.128	2,818.23		2,818.23	2,818.23		2,818.23	-
801.98.2801.422.114	29.68		29.68	29.68		29.68	-
801.98.2801.422.115	-		-	-		-	-
802.98.2802.422.114	5,252.57		5,252.57	5,252.57		5,252.57	-
802.98.2802.422.115	-		-	-		-	-
803.98.2803.422.114	22.27		22.27	22.27		22.27	-
803.98.2803.422.115	-		-	-		-	-
804.98.2804.422.114	3,927.01		3,927.01	3,927.01		3,927.01	-
804.98.2804.422.115	-		-	-		-	-
806.98.2806.422.114	21.60		21.60	21.60		21.60	-
806.98.2806.422.115	-		-	-		-	-
807.98.2807.422.114	7,196.79		7,196.79	7,196.79		7,196.79	-
807.98.2807.422.115	-		-	-		-	-
808.98.2808.422.114	32,287.83		32,287.83	32,287.83		32,287.83	-
808.98.2808.422.115	-		-	-		-	-
809.98.2809.422.114	31.44		31.44	31.44		31.44	-
809.98.2809.422.115	-		-	-		-	-
810.98.2810.422.114	5,656.28		5,656.28	5,656.28		5,656.28	-
810.98.2810.422.115	-		-	-		-	-
812.98.2812.422.114	654.54		654.54	654.54		654.54	-
812.98.2812.422.115	-		-	-		-	-
814.98.2814.422.114	13.32		13.32	13.32		13.32	-
814.98.2814.422.115	-		-	-		-	-
817.98.2817.422.114	-		-	-		-	-
818.98.2818.422.114	5,953.62		5,953.62	5,953.62		5,953.62	-
818.98.2818.422.115	-		-	-		-	-
830.98.2830.422.114	13.84		13.84	13.84		13.84	-

	September	Recon Mike M 10/21/19	September				
Eden Account	Eden	Eden Adj	Eden Total	Ascend	Ascend Adj	Ascend Total	Variance E-A
830.98.2830.422.115	-		-	-		-	-
831.98.2831.422.114	288.67		288.67	288.67		288.67	-
831.98.2831.422.115	-		-	-		-	-
832.98.2832.422.114	1,031.16		1,031.16	1,031.16		1,031.16	-
832.98.2832.422.115	-		-	-		-	-
833.98.2833.422.114	257.10		257.10	257.10		257.10	-
833.98.2833.422.115	-		-	-		-	-
835.98.2835.422.114	14.77		14.77	14.77		14.77	-
835.98.2835.422.115	-		-	-		-	-
836.98.2836.422.114	11,549.99		11,549.99	11,549.99		11,549.99	-
836.98.2836.422.115	-		-	-		-	-
850.98.2850.422.114	241.49		241.49	241.49		241.49	-
850.98.2850.422.115	-		-	-		-	-
851.98.2851.422.114	443.74		443.74	443.74		443.74	-
851.98.2851.422.115	-		-	-		-	-
852.98.2852.422.114	38.43		38.43	38.43		38.43	-
852.98.2852.422.115	-		-	-		-	-
853.98.2853.422.114	311.79		311.79	311.79		311.79	-
853.98.2853.422.115	-		-	-		-	-
854.98.2854.422.114	11,582.16		11,582.16	11,582.16		11,582.16	-
854.98.2854.422.115	-		-	-		-	-
856.98.2856.422.114	-		-	-		-	-
857.98.2857.422.114	4,233.90		4,233.90	4,233.90		4,233.90	-
857.98.2857.422.115	-		-	-		-	-
858.98.2858.422.114	626.37		626.37	626.37		626.37	-
858.98.2858.422.115	-		-	-		-	-

	September	Recon Mike M 10/21/19	September				
Eden Account	Eden	Eden Adj	Eden Total	Ascend	Ascend Adj	Ascend Total	Variance E-A
860.98.2860.422.114	1,216.68		1,216.68	1,216.68		1,216.68	-
860.98.2860.422.115	-		-	-		-	-
861.98.2861.422.114	651.06		651.06	651.06		651.06	-
861.98.2861.422.115	-		-	-		-	-
862.98.2862.422.114	1,950.25		1,950.25	1,950.25		1,950.25	-
862.98.2862.422.115	-		-	-		-	-
864.98.2864.422.114	790.93		790.93	790.93		790.93	-
864.98.2864.422.115	-		-	-		-	-
878.98.2878.422.114	26.78		26.78	26.78		26.78	-
878.98.2878.422.115	-		-	-		-	-
879.98.2879.422.114	388.47		388.47	388.47		388.47	-
879.98.2879.422.115	-		-	-		-	-
880.98.2880.422.114	922.69		922.69	922.69		922.69	-
880.98.2880.422.115	-		-	-		-	-
881.98.2881.422.114	5,837.48		5,837.48	5,837.48		5,837.48	-
881.98.2881.422.115	-		-	-		-	-
882.98.2881.422.114	-		-	-		-	-
882.98.2882.422.114	-		-	-		-	-
883.98.2883.422.114	371.82		371.82	371.82		371.82	-
883.98.2883.422.115	-		-	-		-	-
	159,919.17	-	159,919.17	159,919.17	-	159,919.17	-

FY19 Reconcile thorough September by Mike M as of 10/21/19 FY19									
Eden Account	Eden	Eden Adj			Eden Total	Ascend	Ascend		Variance E-A
		Eden Adj 19-10504 July Receipt	Eden Adj 20-10011 Forclosure	19-10519 August Receipt			d Adj	Ascend Total	
101.00.1101.410.102	-	-	-	-	-	-	-	-	-
101.00.1101.410.103	36,204.21	82,404.74	(41,247.06)	30,109.92	107,471.81	107,471.81	-	107,471.81	-
706.97.3706.422.114	5,285.83	6,088.44	-	4,398.95	15,773.22	15,773.22	-	15,773.22	-
706.97.3706.422.115	-	-	-	-	-	-	-	-	-
707.97.3707.422.114	2,000.93	2,305.55	-	1,665.68	5,972.16	5,972.16	-	5,972.16	-
707.97.3707.422.115	-	-	-	-	-	-	-	-	-
783.97.3783.422.127	25,969.90	-	-	-	25,969.90	25,969.90	-	25,969.90	-
783.97.3783.422.128	7,490.21	-	-	-	7,490.21	7,490.21	-	7,490.21	-
801.98.2801.422.114	88.73	-	-	-	88.73	88.73	-	88.73	-
801.98.2801.422.115	-	-	-	-	-	-	-	-	-
802.98.2802.422.114	15,488.08	-	-	-	15,488.08	15,488.08	-	15,488.08	-
802.98.2802.422.115	-	-	-	-	-	-	-	-	-
803.98.2803.422.114	68.24	-	-	-	68.24	68.24	-	68.24	-
803.98.2803.422.115	-	-	-	-	-	-	-	-	-
804.98.2804.422.114	11,662.95	-	-	-	11,662.95	11,662.95	-	11,662.95	-
804.98.2804.422.115	-	-	-	-	-	-	-	-	-
806.98.2806.422.114	64.15	-	-	-	64.15	64.15	-	64.15	-
806.98.2806.422.115	-	-	-	-	-	-	-	-	-
807.98.2807.422.114	21,156.30	-	-	-	21,156.30	21,156.30	-	21,156.30	-
807.98.2807.422.115	-	-	-	-	-	-	-	-	-
808.98.2808.422.114	95,815.10	-	-	-	95,815.10	95,815.10	-	95,815.10	-
808.98.2808.422.115	-	-	-	-	-	-	-	-	-
809.98.2809.422.114	94.32	-	-	-	94.32	94.32	-	94.32	-
809.98.2809.422.115	-	-	-	-	-	-	-	-	-
810.98.2810.422.114	16,013.95	-	-	-	16,013.95	16,013.95	-	16,013.95	-
810.98.2810.422.115	-	-	-	-	-	-	-	-	-
812.98.2812.422.114	1,943.07	-	-	-	1,943.07	1,943.07	-	1,943.07	-
812.98.2812.422.115	-	-	-	-	-	-	-	-	-
814.98.2814.422.114	42.14	-	-	-	42.14	42.14	-	42.14	-
814.98.2814.422.115	-	-	-	-	-	-	-	-	-
817.98.2817.422.114	-	-	-	-	-	-	-	-	-
818.98.2818.422.114	17,721.19	-	-	-	17,721.19	17,721.19	-	17,721.19	-
818.98.2818.422.115	-	-	-	-	-	-	-	-	-
830.98.2830.422.114	45.19	-	-	-	45.19	45.19	-	45.19	-

FY19 Reconcile thorough September by Mike M as of 10/21/19 FY19									
Eden Account	Eden	Eden Adj			Eden Total	Ascend	Ascend d Adj	Ascend Total	Variance E-A
		Eden Adj 19- 10504 July Receipt	Eden Adj 20- 10011 Foreclosure	19-10519 August Receipt					
830.98.2830.422.115	-	-	-	-	-	-	-	-	-
831.98.2831.422.114	844.74	-	-	-	844.74	844.74	-	844.74	-
831.98.2831.422.115	-	-	-	-	-	-	-	-	-
832.98.2832.422.114	3,081.35	-	-	-	3,081.35	3,081.35	-	3,081.35	-
832.98.2832.422.115	-	-	-	-	-	-	-	-	-
833.98.2833.422.114	775.27	-	-	-	775.27	775.27	-	775.27	-
833.98.2833.422.115	-	-	-	-	-	-	-	-	-
835.98.2835.422.114	47.49	-	-	-	47.49	47.49	-	47.49	-
835.98.2835.422.115	-	-	-	-	-	-	-	-	-
836.98.2836.422.114	34,443.14	-	-	-	34,443.14	34,443.14	-	34,443.14	-
836.98.2836.422.115	-	-	-	-	-	-	-	-	-
850.98.2850.422.114	741.00	-	-	-	741.00	741.00	-	741.00	-
850.98.2850.422.115	-	-	-	-	-	-	-	-	-
851.98.2851.422.114	1,316.38	-	-	-	1,316.38	1,316.38	-	1,316.38	-
851.98.2851.422.115	-	-	-	-	-	-	-	-	-
852.98.2852.422.114	114.76	-	-	-	114.76	114.76	-	114.76	-
852.98.2852.422.115	-	-	-	-	-	-	-	-	-
853.98.2853.422.114	931.14	-	-	-	931.14	931.14	-	931.14	-
853.98.2853.422.115	-	-	-	-	-	-	-	-	-
854.98.2854.422.114	34,197.10	-	-	-	34,197.10	34,197.10	-	34,197.10	-
854.98.2854.422.115	-	-	-	-	-	-	-	-	-
856.98.2856.422.114	-	-	-	-	-	-	-	-	-
857.98.2857.422.114	12,735.59	-	-	-	12,735.59	12,735.59	-	12,735.59	-
857.98.2857.422.115	-	-	-	-	-	-	-	-	-
858.98.2858.422.114	1,578.99	-	-	-	1,578.99	1,578.99	-	1,578.99	-
858.98.2858.422.115	-	-	-	-	-	-	-	-	-

FY19 Reconcile thorough September by Mike M as of 10/21/19 FY19									
Eden Account	Eden	Eden Adj			Eden Total	Ascend	Ascend Adj	Ascend Total	Variance E-A
		Eden Adj 19-10504 July Receipt	Eden Adj 20-10011 Forclosure	19-10519 August Receipt					
860.98.2860.422.114	3,629.59	-	-	-	3,629.59	3,629.59	-	3,629.59	-
860.98.2860.422.115	-	-	-	-	-	-	-	-	-
861.98.2861.422.114	1,706.80	-	-	-	1,706.80	1,706.80	-	1,706.80	-
861.98.2861.422.115	-	-	-	-	-	-	-	-	-
862.98.2862.422.114	5,889.40	-	-	-	5,889.40	5,889.40	-	5,889.40	-
862.98.2862.422.115	-	-	-	-	-	-	-	-	-
864.98.2864.422.114	2,363.83	-	-	-	2,363.83	2,363.83	-	2,363.83	-
864.98.2864.422.115	-	-	-	-	-	-	-	-	-
878.98.2878.422.114	79.54	-	-	-	79.54	79.54	-	79.54	-
878.98.2878.422.115	-	-	-	-	-	-	-	-	-
879.98.2879.422.114	1,141.57	-	-	-	1,141.57	1,141.57	-	1,141.57	-
879.98.2879.422.115	-	-	-	-	-	-	-	-	-
880.98.2880.422.114	2,706.90	-	-	-	2,706.90	2,706.90	-	2,706.90	-
880.98.2880.422.115	-	-	-	-	-	-	-	-	-
881.98.2881.422.114	17,430.68	-	-	-	17,430.68	17,430.68	-	17,430.68	-
881.98.2881.422.115	-	-	-	-	-	-	-	-	-
882.98.2881.422.114	-	-	-	-	-	-	-	-	-
882.98.2882.422.114	-	-	-	-	-	-	-	-	-
883.98.2883.422.114	1,522.83	-	-	-	1,522.83	1,522.83	-	1,522.83	-
883.98.2883.422.115	-	-	-	-	-	-	-	-	-
	384,432.58	90,798.73	(41,247.06)	36,174.55	470,158.80	470,158.80	-	470,158.80	-

Wasco County Monthly Report

Transfers - September 2019

Filters

Fd	(Multiple Items)
Cat	(Multiple Items)

Data

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year
Transfer In							
911 COMMUNICATIONS FUND	253,129.00	63,282.00	62,230	25.0%	25.0%	1.7%	1,052.49
911 EQUIPMENT RESERVE	30,000.00	7,500.00	7,500	25.0%	25.0%	0.0%	-
COUNTY FAIR FUND	29,000.00	29,000.00	29,000	100.0%	100.0%	0.0%	-
FACILITY CAPITAL RESERVE	-	-	212,500	#DIV/0!	18.5%	-100.0%	(212,499.99)
GENERAL FUND	1,215,271.00	-	-	0.0%	0.0%	#DIV/0!	-
GENERAL OPERATING RESERVE	3,167,866.00	-	212,500	0.0%	17.8%	-100.0%	(212,499.99)
MUSEUM	22,500.00	22,500.00	22,500	100.0%	100.0%	0.0%	-
PUBLIC WORKS FUND	-	-	-	#DIV/0!	#DIV/0!	#DIV/0!	-
ROAD RESERVE FUND	1,000,000.00	-	-	0.0%	0.0%	#DIV/0!	-
CAPITAL ACQUISITIONS FUND	-	-	212,500	#DIV/0!	25.0%	-100.0%	(212,499.99)
BUILDING CODES - GENERAL							
NON-DEPARTMENTAL RESOURCES-R	200,000.00	-	-	0.0%	#DIV/0!	#DIV/0!	-
BUILDING CODES - GENERAL Total	200,000.00	-	-	0.0%	#DIV/0!	#DIV/0!	-
BUILDING CODES - ELECTRICAL							
NON-DEPARTMENTAL RESOURCES-R	200,000.00	-	-	0.0%	#DIV/0!	#DIV/0!	-
BUILDING CODES - ELECTRICAL Total	200,000.00	-	-	0.0%	#DIV/0!	#DIV/0!	-
Transfer In Total	6,117,766.00	122,282.00	758,729	2.0%	18.0%	-83.9%	(636,447.48)
Transfer Out							
911 COMMUNICATIONS FUND	73,333.00	7,500.00	7,500	10.2%	10.2%	0.0%	-
911 EQUIPMENT RESERVE	-	-	-	#DIV/0!	#DIV/0!	#DIV/0!	-
COMMUNITY CORRECTIONS FUND	-	-	-	#DIV/0!	#DIV/0!	#DIV/0!	-
DISTRICT ATTORNEY	-	-	-	#DIV/0!	#DIV/0!	#DIV/0!	-
FACILITY CAPITAL RESERVE	-	-	-	#DIV/0!	0.0%	#DIV/0!	-
FOREST HEALTH PROGRAM FUND	119,459.00	-	-	0.0%	0.0%	#DIV/0!	-

Wasco County Monthly Report

Transfers - September 2019

GENERAL FUND	3,424,162.00	109,782.00	746,229	3.2%	21.7%	-85.3%	(636,447.48)
LAND CORNER PRESERVATION FUND	-	-	-	#DIV/0!	#DIV/0!	#DIV/0!	-
LAW LIBRARY FUND	-	-	-	#DIV/0!	#DIV/0!	#DIV/0!	-
PUBLIC WORKS FUND	1,000,000.00	-	-	0.0%	0.0%	#DIV/0!	-
SPECIAL ECON DEV PAYMENTS FUND	480,812.00	5,000.00	5,000	1.0%	0.8%	0.0%	-
WEED & PEST CONTROL FUND	-	-	-	#DIV/0!	#DIV/0!	#DIV/0!	-
YOUTH THINK FUND							
NON-DEPARTMENTAL EXPENDITURES-E	120,000.00	-	-	0.0%	#DIV/0!	#DIV/0!	-
YOUTH THINK FUND Total	120,000.00	-	-	0.0%	#DIV/0!	#DIV/0!	-
BUILDING CODES - GENERAL							
NON-DEPARTMENTAL EXPENDITURES-E	450,000.00	-	-	0.0%	#DIV/0!	#DIV/0!	-
BUILDING CODES - GENERAL Total	450,000.00	-	-	0.0%	#DIV/0!	#DIV/0!	-
BUILDING CODES - ELECTRICAL							
NON-DEPARTMENTAL EXPENDITURES-E	450,000.00	-	-	0.0%	#DIV/0!	#DIV/0!	-
BUILDING CODES - ELECTRICAL Total	450,000.00	-	-	0.0%	#DIV/0!	#DIV/0!	-
Transfer Out Total	6,117,766.00	122,282.00	758,729	2.0%	18.0%	-83.9%	(636,447.48)

PERS Recap
For the Year Ended 6/30/2020
Create using PERS Monthly Invoice
Wasco County

		6%								
	PERS WAGES	EMPLOYEE PERS SHARE	EMPLOYERS SHARE	PERS Units	Social Security	Rounding	Adjustments	Total Remittance	PERS Invoice	variance
JULY	564,216.38	33,492.82	110,697.45	2.32	-	(0.19)	572.25	144,764.65	144,764.65	-
AUGUST	591,376.38	35,482.64	102,079.91	2.32	-	0.10	(12,890.21)	124,674.76	124,674.76	-
SEPTEMBER	576,934.51	34,616.10	87,544.86	2.32	-	(0.04)	-	122,163.24	122,163.24	-
Total	1,732,527.27	103,591.56	300,322.22	6.96	-	(0.13)	(12,317.96)	391,602.65	391,602.65	-
	PERS Units									
	Emp# 4096	2.32	per month							
		2.32								

September Adjustments:
None

Investing Reconciliation
US Bank Safekeeping

Recon Mike M 9/11/19

9/30/2019

CUSIP/Sec-ID	Type	Face	Rate	Purchase Date	Maturity	Weight	Yield to Maturity	Yield to Worst	Days to maturity	Weighted Days to Maturity	Par	Face	Principal Cost
3135G0S53	US Government Securities	Federal Natl Mortgage Assn	1.700%	2/23/2018	1/27/2020	10.90%	2.23%	2.23%	119	13	1,394,000.00	1,394,000.00	1,380,060.00
3130ADUJ9	US Government Securities	Federal Home Loan Bank	2.380%	10/15/2018	3/30/2020	3.90%	2.71%	2.71%	182	7	500,000.00	500,000.00	497,617.50
76116FAD9	US Government Securities	RFCSP Strip Principal	DI	10/3/2018	7/15/2020	3.90%	2.76%	2.76%	289	11	500,000.00	500,000.00	499,963.28
76116FAE7	US Government Securities	RFCSP Strip Principal	DI	5/30/2018	10/15/2020	3.90%	2.55%	2.55%	381	15	531,000.00	531,000.00	499,961.17
76116FAG2	US Government Securities	RFCSP Strip Principal	DI	7/27/2018	1/15/2021	3.90%	2.71%	2.71%	473	18	534,000.00	534,000.00	499,812.00
3133ER4D6	US Government Securities	Federal Farm Credit Bank	1.620%	8/14/2018	4/20/2021	3.30%	2.70%	2.70%	568	19	435,000.00	435,000.00	423,118.00
3133EGEV3	US Government Securities	Federal Farm Credit Bank	1.620%	9/17/2018	6/14/2021	3.80%	2.79%	2.80%	623	24	500,000.00	500,000.00	484,526.00
3133EGEV3	US Government Securities	Federal Farm Credit Bank	1.620%	10/3/2018	6/14/2021	3.80%	2.88%	2.88%	623	24	500,000.00	500,000.00	483,711.50
3130ABMR4	US Government Securities	Federal Home Loan Bank	1.850%	7/27/2017	7/6/2021	47.20%	1.85%	1.85%	645	304	6,000,000.00	6,000,000.00	5,999,940.00
478160CD4	Corporate Bond	Johnson & Johnson	2.250%	10/4/2018	3/3/2022	3.80%	2.96%	2.96%	885	34	500,000.00	500,000.00	488,547.34
3133EHRNS	US Government Securities	Federal Farm Credit Bank	2.230%	10/3/2018	7/18/2022	11.50%	3.04%	3.04%	1,022	118	1,500,000.00	1,500,000.00	1,456,705.50
						0.00%							
	5 years					0.00%							
	total					99.90%	2.30%	2.30%			12,894,000.00	12,894,000.00	12,713,962.29

Average
1.45 Years

Weighted Ave
1.61 Years

Eden GL

General Ledger

Time to average maturity
*.12101

Investment by Agency

Federal Home Loan Bank
Federal Home Loan Mortgage Corp
Federal Natl Mortgage Assn
Federal Farm Credit Bank
RFCSP Strip Principal

% Portfolio Max
21.719%
0.000%
4.653%
9.783%
5.209%
0.000%
41.364%
1.687%

Comply
33% YES
33% YES
33% YES
33% YES
33% YES
33% YES
100% YES
100% YES

LGIP Yield
August 2.56%
Investments at
Less than LGIP
Count 2
Value 7,913,579.00
% 61.4%

Corporate Bond Johnson & Johnson

LGIP

56.950%

49,000,000

YES

Total Invested

Limits

US Treasury
US Agency Securities
Per US Agency
Oregon Short Term Fund
Bankers' Acceptance

Max % Portfolio
100.0% 0.0%
100.0% 41.4%
33.0% 21.7%
30,000,000 17,046,381
25.0% 0.0%

Comply
YES
YES
YES
YES
YES

Maturity Limits
Under 60 Days
Under 1 year
Under 3 years
Under 5 years

Min Actual \$
25% 17,046,381.00
50% 19,457,318.00
75% 29,932,441.00
100% 29,932,441.00

Actual %

57% YES
65% YES
100% YES
100% YES

Comply
7,483,110.25
14,966,220.50
22,449,330.75
29,932,441.00

Interest Included at purchase	Purchase Price	Market	Book Value 08/31/2019	Called/ Matured/Purc hased	Mark to Market	Book Value 09/30/2019	
1,711.52	1,381,771.52	1,392,701.00	1,392,273.00		428.00	1,392,701.00	
494.79	498,112.29	501,089.00	501,533.00		(444.00)	501,089.00	
-	499,963.28	517,147.00	516,833.00		314.00	517,147.00	
-	499,961.17	520,872.00	520,428.00		444.00	520,872.00	
-	499,812.00	521,033.00	522,245.00		(1,212.00)	521,033.00	
2,025.77	425,143.77	432,883.00	433,734.00		(851.00)	432,883.00	
2,092.50	486,618.50	497,689.00	498,787.00		(1,098.00)	497,689.00	
2,452.50	486,164.00	497,689.00	498,787.00		(1,098.00)	497,689.00	
6,475.00	6,006,415.00	6,000,006.00	6,000,078.00		(72.00)	6,000,006.00	
968.75	489,516.09	504,921.00	506,156.00		(1,235.00)	504,921.00	
6,968.75	1,463,674.25	1,500,030.00	1,500,062.00		(32.00)	1,500,030.00	
-	-	-	-		-	-	
23,189.58	12,737,151.87	12,886,060.00	12,890,916.00	-	(4,856.00)	12,886,060.00	148,908.13
	12,737,151.87		12,890,916.00			12,886,060.00	(4,856.00)
			-			-	
	6,504,527.29	6,501,095.00	6,501,611.00		(516.00)	6,501,095.00	
	-	-	-		-	-	
	1,381,771.52	1,392,701.00	1,392,273.00		428.00	1,392,701.00	
	2,861,600.52	2,928,291.00	2,931,370.00		(3,079.00)	2,928,291.00	
	1,499,736.45	1,559,052.00	1,559,506.00		(454.00)	1,559,052.00	
	-	-	-		-	-	
	-	-	-		-	-	
	489,516.09	504,921.00	506,156.00		(1,235.00)	504,921.00	
	17,046,381.00	17,046,381.00	17,046,381.00		-	17,046,381.00	
							29,897.96
							39,064.62
29,783,532.87	29,932,441.00	29,937,297.00			(4,856.00)	29,932,441.00	

7,483,110.25
7,483,110.25
7,483,110.25
7,483,110.25

Time Deposits/Savings	50.0%	0.0%	YES
Certificates of Deposit per Institution	25.0%	0.0%	YES
Repurchase Agreements	5.0%	0.0%	YES
Corporate Debt (Total)	15.0%	0.0%	YES
Corporate Commercial Paper	15.0%	0.0%	YES
Corp Commercial Paper Per Issuer	2.5%	0.0%	YES
Corporate Bonds	10.0%	1.7%	YES
Corp Bonds Per Issuer	2.5%	1.7%	YES
Municipal Debt (Total)	10.0%	0.0%	YES
Municipal Commercial Paper	10.0%	0.0%	YES
Municipal Bonds	10.0%	0.0%	YES

September 2019 Bank Reconciliation

Main Checking						LGIP Account					
Bank	Eden 600	Eden 601	Eden 602	Eden Total		Bank	Eden 600	Eden 601	Eden 602	Eden	
Beginning Balance	638,680.56	79,553.48	473,521.83	85,605.25	638,680.56	Beginning Balance	1,279,666.12	36,703.11	1,242,834.25	128.76	1,279,666.12
Credits	-					Deposits					
Deposits	186,139.74	84,805.00	27,251.67	101,334.74	213,391.41	Dividends/Interest	2,697.41	164.54	2,411.49	121.38	2,697.41
Withdrawals						Withdrawals					
Checks	41,272.54	43,939.23	185,589.51	48.00	229,576.74	Credit					
						Other Decreases					
Ending Balance	783,547.76	120,419.25	315,183.99	186,891.99	622,495.23	Ending Balance	1,282,363.53	36,867.65	1,245,245.74	250.14	1,282,363.53
Deposits in Transit						Ending GL	1,282,363.53				
Outstanding Checks	\$161,052.53				-						
						LGIP Variance	-	6.1%	89.4%	4.5%	
Adjusted Balance	622,495.23	120,419.25	315,183.99	186,891.99	622,495.23						
Checking Variance	-										
Gorge Networks	5288		\$82.74								
North Sky Communication	5290		\$159,319.10								
Northern Wasco Co PUD	5291		\$50.69								
Oregon Trail Insurance	5292		\$1,600.00								
			\$161,052.53								



CONSENT AGENDA

MINUTES:

- [10.2.2019 REGULAR SESSION](#)
 - [10.16.2019 REGULAR SESSION](#)
-



**WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
OCTOBER 2, 2019**

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

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

At 9:00 a.m. Chair Kramer opened the Regular Session with the Pledge of Allegiance. Additions to the Discussion List:

- SAIF Update – Breanna Wimber

Discussion Item – SAIF Update

Stratton Insurance Agent Breanna Wimber explained that SAIF is the County's worker's compensation insurance carrier and has declared their annual dividend. That dividend is distributed to clients through two formulas. One formula is based on the total dividend; the other is based on individual safety records. Wasco County received a little more than \$19,000 from the division and an additional amount in excess of \$4,000 due to our safety record.

Chair Kramer commended staff on their excellent safety record which benefits all the citizens of Wasco County.

Discussion Item – Fish and Wildlife Payment in Lieu of Taxes (PILT)

County Assessor Jill Amery provided and updated spreadsheet (attached) outlining the Fish and Wildlife payment. She reviewed the memo included in the Board Packet.

Vice-Chair Hege asked if Fish and Wildlife is the only government entity required to pay PILT. Ms. Amery responded that although there are other entities that may some form of payment, Fish and Wildlife is the only one called out in this statute. There are circumstances under which an entity would pay.

*****The Board was in consensus to send the Letter of Notice to Oregon Fish and Wildlife for their payment in lieu of taxes.*****

Ms. Amery reported that although the tax roll has not been certified, she expects it to be over \$42,000,000 which is a significant increase from last year. She said that some of the historical buildings have come back on the roll and new construction and reappraisal are some of the factors playing into the increase. She noted that as values have gone up, compression has been reduced for the taxing districts. She commented that the Tax Collectors Association has produced some educational videos, some of which are on our County website.

Discussion Item – Museum Commission Bylaws

Elizabeth Wallis, President of the Fort Dalles Museum Commission, explained that the fund raising arm of the Museum was incorrectly identified in the document and they have added language that outlines the conditions under which the Commission may request the removal of a member. She thanked the Board for their continued support.

Ms. Wallis went on to describe some of the work being done at the museum, including the expansion of the vehicle building, the addition of gravel pathways, a heating system for the Anderson house and upgrades to technology and the website. Some of the improvements have been funded through PUD and Google grants. Future plans include wood preservative for the Anderson house and landscaping. They also want to expand their advertising to attract more traffic; the tour boats have been a boon but the Museum Commission does not want to rely on that for their income.

{{{Commissioner Schwartz moved to approve the revised Wasco County/City of The Dalles Museum Commission Bylaws, to supersede all preceding bylaws for the Commission. Vice-Chair Hege seconded the motion which passed unanimously.}}}

Discussion Item – District Attorney's Cell Phone Stipend

Mr. Stone stated that when this came before the Board a number of years ago, we said it was a State responsibility as the District Attorney is a State employee. It is coming back before the Board now for consideration.

Chair Kramer commented that this is for the benefit of our deputies to be able to reach the DA. Sheriff Magill stated that it does happen, but he cannot say how often; it is more in the summer than other times of the year.

Commissioner Schwartz observed that we provide staff for the DA in partnership with the State to provide services. She stated that it seems like a reasonable expenditure.

Finance Director Mike Middleton said that he has done some research and can see the logic on either side; it is not a clear decision.

Chair Kramer asked if this amount is in line with what others are receiving as a phone stipend. Mr. Middleton replied affirmatively.

Vice-Chair Hege asked if there was a resolution for the previous request. Mr. Middleton indicated that there was. Vice-Chair Hege said he would prefer to have something like that to clearly outline what it is and why the stipend exists. Ms. White suggested that they can approve the stipend today and she could put that resolution on the consent agenda for the next Board session.

{{{Commissioner Schwartz moved to approve a monthly \$50 mobile phone stipend for the District Attorney, contingent on a resolution to document the process. Vice-Chair Hege seconded the motion which passed unanimously.}}}

Discussion Item – BOPTA Appointment

Chair Kramer stated that he spoke with Mr. Schanno who clearly understands the commitment he is making and is excited to be part of the process. Vice-Chair Hege commented that Mr. Schanno has experience that will be helpful to the Board. He said that he likes to make sure that it is citizens making these decisions. He added that staff does a great job at resolving issues so that they do not need to go to the Board of Property Tax Appeals.

{{{Vice-Chair Hege moved to approve Order 19-117 appointing Chris Schanno to the Wasco County Board of Property Tax Appeals. Chair Kramer seconded the motion which passed unanimously.}}}

Agenda Item – Resident Deputy

Sheriff Lane Magill reviewed the report included in the Board Packet, highlighting the improved safety, information gathering and response times for residents of the southern portion of the county. He noted that there is sufficient funding to have it only cost somewhere between \$5,000 and \$25,000 from General Fund.

Commissioner Schwartz stated that she has received some compelling stories

from south county residents and has been convinced that this needed to be explored. She commented that the report is thorough and she appreciates all the work. She went on to say that she is confused about the funding and asked if an additional vehicle would be needed. Sheriff Magill replied that there are four vehicles budgeted for this year and that will drop to three next year; that is enough for the fleet even with the resident deputy.

Vice-Chair Hege observed that we will be putting more miles on the vehicles before rotating them out of the fleet. Sheriff Magill confirmed, saying that the new Expeditions have far lower maintenance costs and last longer.

Vice-Chair Hege asked if the residency requirement is required or just preferred. He pointed out that it can be costly and disruptive for someone to move their family to meet that requirement. Sheriff Magill responded that this will be a special assignment and included in the collective bargaining agreement. The expectation is for that person to live in the southern part of the county and fully integrate there. He noted that his father was a resident deputy; it is not an uncommon practice. He said that looking at it from a financial aspect, the cost of living is virtually the same from one part of the county to another. He said that it is important to note that we select people that fit our philosophy and culture. This is a unique position but not different from a hiring perspective – we already have a number of deputies interested in the position.

Vice-Chair Hege asked if Human Resources has signed off on the position. Sheriff Magill replied that he has had conversations with the Human Resources Director and they will be working through it. He said that there are a lot of agencies that have resident deputies. Questions will be asked all along the way to make sure it continues to be the right fit.

Vice-Chair Hege asked if overtime will be reduced as a result of the new position. Sheriff Magill stated that theoretically overtime should shrink; at a minimum we will maintain and not increase – it is very difficult to predict those numbers. Vice-Chair Hege commented that he would expect that a pool of overtime funds would not be opened up for voluntary overtime. Sheriff Magill agreed, saying that will be significantly reduced.

Vice-Chair Hege pointed out that it appears that there could easily be a reduction in materials and services to help offset the cost of the additional position. He said he would expect to see that money move to fund this position. Sheriff Magill said that would be the hope.

Vice-Chair Hege said that it seems logical that if this deputy were to be pulled into the northern part of the county it would only be on an emergency basis. Sheriff Magill stated that it would only happen in extreme circumstances.

Vice-Chair Hege said that the sustainability of this position is not guaranteed; if positions need to be trimmed in the future, this would be the first to be trimmed. Sheriff Magill said that this is a long-term position. If the work force needs to be trimmed in the future, it would be good to have a conversation then about what the current needs are and make the decision based on that information. He predicted that calls will increase in the beginning and then decrease over time as relationships are built.

Vice-Chair Hege said that we will talk about needs throughout the county; we are stepping out to add this position. Sheriff Magill acknowledged the unusual circumstance of adding a new position saying that we have gone through a process and he has been held accountable by the Management Team.

Mr. Stone stated that the County has held the position of not adding new positions unless temporary or grant funded. The Assessor has eliminated all of their temps and the Planning Director has only one remaining temp. Based on the research, the Sheriff's Office can support this position this year. He said he will ask, going forward, that dollars move appropriately to pay for the position. He said it is acceptable to move forward; the budget process will help us keep this within our philosophy.

Vice-Chair Hege asked that details be brought back to the Board as data becomes available. Mr. Stone stated that we will get information through the finance report and will ask that the Sheriff return with ongoing reports. Sheriff Magill stated that he will be happy to bring that information to the Board. He pointed out that it is likely that the position will not be up and running for at least six months.

{{{Commissioner Schwartz moved to approve the addition of a Resident Deputy Position to be dedicated to the southern part of Wasco County. Vice-Chair Hege seconded the motion which passed unanimously.}}}

Agenda Item – Trespass Policy

Sheriff Magill reported that the City of The Dalles has passed an ordinance regarding the parking of recreational vehicles within city limits. One of the side effects of the ordinance is a spill over to the county. Abandoned tows for an RV are expensive - \$2,500. The County has liability issues if they are abandoned on County property. He asked if we have a policy regarding trespassing.

Mr. Stone replied that we follow the State statute for managing that. Sheriff Magill commented that they can move forward to address the issue on that basis. Commissioner Schwartz asked to be kept informed of the extent of the problem.

Agenda Item – Petty Cash Authority

Finance Manager Kayla Nelson reviewed the memo included in the Board Packet. She stated that this will become part of a larger policy, but the order needed to happen now for the establishment of the Building Codes petty cash fund.

Vice-Chair Hege asked if there are other petty cash funds. Ms. Nelson responded affirmatively, saying that they are mostly treated as cash drawers in offices that take in fees. She said she would like to see those funds shrink but this will allow staff to make those adjustments without coming to the Board each time.

{{Chair Kramer moved to approve Order 19-118 in the matter of establishing petty cash fund authority. Vice-Chair Hege seconded the motion which passed unanimously.}}

Agenda Item – Executive Session Pursuant to ORS 192.660(2)(h)

At 10:30 a.m. Chair Hege recessed from regular session to open an Executive Session pursuant to ORS 192.660(2)(h) to consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

The session reconvened at 11:37 and recessed to relocate to the Deschutes Conference Room.

Agenda Item – Work Session

NORCOR MANAGEMENT STRUCTURE

NORCOR Juvenile Facility Manager and Wasco County Youth Services Director Molly Rogers stated that she and NORCOR Adult Facility Manager and Sherman County Sheriff Brad Lohrey have tried to play to their strengths and are working to make their two positions equal for consistency across the organization. Moving forward, there will be discussions around making the two positions salaried rather than hourly.

Commissioner Schwartz noted that community relations have improved significantly; Ms. Rogers and Sheriff Lohrey work well together. She stated that it is often difficult to know who to get answers from in the organization and

therefore, answers are not always readily available. She stated that when you have co-administrators, it is an obstacle to having a unified facility. She said there are pros and cons to either management structure.

Ms. Rogers said that she hopes to address the management structure at the upcoming NORCOR Board meeting – looking at the budget impacts of each structure as well as what we are looking for if or when we go back to an administrative officer.

Sheriff Lohrey said that he has been on the NORCOR Board for twenty years; in all that time it has been adult and juvenile and has sometimes been contentious. He stated that under the current structure it is one NORCOR. He said there was a lot of noise around NORCOR and he wanted to stop that noise by reaching out and building relationships with the community. In the next year to eighteen months, we will have a plan in place that will continue far beyond us. He said that having oversight is very different than being on the Board and has given him insight into what we potentially need. Our goal is to work ourselves out of a job and put us on a path that we and our community can take pride in – all four counties need to be part of that.

BUILDING CODES UPDATE

Building Codes staff introduced themselves and discussion ensued regarding ongoing training and cross-training. Mr. Stone stated that he wants to present some information regarding program costs for work done both within the borders of Wasco County and outside – should we take on provision of services for Sherman County. He said that they divided the county into regions and estimated travel costs that would be over and above the base fee. He commented that he now understands why MCCOG asked for a 40% increase in fees – they had not increased fees in many years and should have been increasing regularly. They only got a 20% increase and fees have not increased since that time. He explained that if we take Sherman County, services would be provided on the same day that we provide service to the southern portion of Wasco County which would have an impact on services within our county.

Mr. Middleton provided handouts outlining costs by region (attached) and reviewed them with the Board. Mr. Stone pointed out that even with the proposed increases, we are still looking at negative numbers. Wasco County approaches budgeting to create sustainable services. He said that we could increase the fees further to eliminate negatives but he believes it will be better to increase incrementally over the years to bring it to sustainable. Building Official John

Rodriguez commented that the reserves are for the lean years rather than to supplement in robust years. We should not blow through our savings. He pointed out that we are not a city that is in six square miles – we are spread out geographically which creates a lot of travel time; our permit fees need to reflect that.

Mr. Stone went on to say that we will need to have a decision regarding fees at the next Board session. He said that we could propose an increase to the base rate but that is not equitable to the more populous areas. He stated that he supports increases by region; Sherman County supports that approach as long as we are doing it here as well as in Sherman County. He said that is really no different than if we contract for services – they charge a base rate plus travel.

Mr. Middleton said that travel is what will kill the department; we do not want to use up the reserves – they are for lean times. He said he does not have a projection for how long that will take; as we do the job, there will be better data. Mr. Rodriguez added that the State can run with lower fees because they subsidize their program. The State gets 12% from every building program in the state even when the State is not running the program.

Mr. Stone said that we will need to communicate to our contractors and Sherman County. Several of the inspectors have begun conversations with contractors and reported that they are open to the increases – they are very excited to have a local program and did not like the State model. Permit Tech Kylee Ruby said that people like consistency and are positive about the local program. Commissioner Schwartz reported that she has had contractors seek her out to compliment the program.

Chair Kramer called a recess at 1:08 p.m.

The Work Session reconvened at 1:12 p.m.

ENTERPRISE ZONE FUNDS

Discussion ensued regarding the historical use of enterprise zone funds. Commissioner Schwartz asked when the Board will be discussing distribution of the upcoming payment. Chair Kramer commented that it would be premature to discuss that until the funds are deposited which should happen at the end of the year. Discussion will probably take place after the first of the year.

Commissioner Schwartz asked about current negotiations and the possibility of an update. Mr. Stone stated that it is a very slow process that sometimes takes years.

David Jacobs, representing the Mid-Columbia Fire District, said that he wants to keep the dialog going. The Fire Board is concerned with how the distribution is being decided and questions the transparency of the process. The District would like to see more information from the County and City concerning progress as things move forward and would also like to know about meetings where this will be discussed. Ms. White suggested that members of the Fire Board can sign up on the County website to receive meeting agendas. He said they believe they should have a voice.

Agenda Item – Consent Agenda

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

Discussion Item – Federal Lands Subcommittee Representation

*****The Board was in consensus to designate Chair Kramer as Wasco County's representative on the AOC Federal Lands Subcommittee.*****

Discussion Item – Joint Chiefs All-Lands Proposal Letter of Support

Chair Kramer stated that this is a grant program for restoration work on the forest and does not derive any resources from logging. He said that this has been vetted by the Forest Collaborative partners – they are in support.

*****The Board was in consensus to sign the letter of support for the Central Wasco County All-Lands Project.*****

Work Session – Continued

DEQ GRANT APPLICATION

Mr. Stone stated that there is a grant available for which the County can apply with the intent of purchasing a bailer and creating a bailing facility. He said that he just learned about the grant and although it might be a more appropriate fit for the Tri-County Household Hazardous Waste Steering Committee, they do not meet again before the grant submission deadline. We can apply but it would be for the recycling program in a public/private partnership. He went on to say that Chair Kramer started the conversation with him some time ago when they began to look for a place for a bailing facility. We are taking trucks with 12 tons of materials that should carry 30 tons – we can do that if we have the facility to compress and bail the recyclable materials. He apologized for the lateness of the request and said he assumes no general fund dollars will be required. Chair Kramer confirmed that this would not require any general fund dollars.

Bruce Lumper, non-voting member of the Tri-County Household Hazardous Waste Steering Committee, said that this is way ahead of the game and the Committee can meet by phone if necessary. This needs to be reviewed and discussed.

Mr. Stone responded that the grant is due in two days and that is not enough time to pull the committee together. He said that we understand the process and that it will have to go to the Committee. Application for the grant does not mean we have to accept the grant if awarded; there will be time to bring it to the Committee but there is urgency for the application.

Vice-Chair Hege asked for more detail about the grant. Planning Director Angie Brewer said that it is a grant for up to \$600,000. A bailer costs approximately \$180,000. The Committee can reject the grant if it is awarded but Wasco County would have to be the applicant at this point. She said this is a grant for which the County has successfully applied in the past.

Mr. Lumper stated that this proposal is 99% privatization to get recycling back on track; it is not a public/private partnership – that is a false statement.

Commissioner Schwartz asked if it isn't possible for Wasco County to apply for the grant and the bailer then belong to Wasco County. Chair Kramer stated that is what we are proposing. Commissioner Schwartz commented that who uses it would be future discussion; a bailer is a good thing to move us forward. Mr. Lumper said he believes we have gotten them before under those circumstances and authorized private use.

Vice-Chair Hege said that he is not opposed to the grant application but would want the Committee on-board with the long-term plan. Mr. Stone said that is what we all want; right now we are just pressed for time to get the application in.

Chair Kramer stated that Mr. Lumper's comment for privatization is inaccurate. He added that things are changing and we cannot keep doing things the way we have been. Mr. Stone added that what we have asked is to move forward with exploring a concept. Commissioner Schwartz said that this is a good thing for the community.

*****The Board was in consensus for staff to move forward with the grant application submission for a bailer and bailing facility.*****

Chair Kramer said that we have a piece of property that came available for a potential private/public partnership. It is a concept – we want to ask the question. He said that what we are asking the Committee to support is a feasibility study for

a bailing facility and potential hazardous waste collection site on a contracted basis.

Mr. Stone continued by saying that the ongoing issue is that recyclables, with the exception of cardboard, are going to the landfill. Chair Kramer stated that Hood River has agreed to pay higher costs to have the company haul it to Portland to divert it from the land fill. Waste Connections is losing money and may have to request an increase.

Vice-Chair Hege asked if we have considered that approach or would it be better to have a bailer? Mr. Stone replied that trucking is one of the primary cost driver – paying more is just paying more, it does not solve the problem. We started having that conversation and began to talk to the industry experts. Out of that came the idea of a holistic program – rather than another rate increase, let's take the dollars we have, both public and private, to build the processing facility. That addresses the costs and reduces loss. The ask is that the private company do that without any interruption to service level for hazardous waste, collection events, etc. He added that we would also like to see some of our rural recycling collection points brought back. Mr. Stone also corrected Mr. Lumper's statement regarding this not being a public/private partnership, saying that it is – both the program and Waste Connections would have to contribute significant funds and assume risks such as a long term lease in order to make this a reality.

Vice-Chair Hege said he has no problem with looking at doing it better but he wants the Committee to have that discussion and build consensus. Moving forward without consensus spells the beginning of the end.

Commissioner Schwartz said she would like to hear from the Committee as to what other options there might be. Ms. Brewer noted that we are the only waste shed in the state that is not recycling.

Agenda Item – Legal Counsel RFQ
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Mr. Stone outlined the process followed to this point. He reported that we received one submission – Campbell Phillips - in response to the Request for Qualifications; current County Counsel did not submit. He said that a team vetted the submission and interviewed the submitter who met all criteria. The team's recommendation is to accept the proposal and continue to discuss having Timmons for certain things. Mr. Stone reported that after a conversation with Mr. Timmons, he may not be willing to do that.

Commissioner Schwartz observed that we use specialty attorneys for other issues. She asked why we would not do the same if we needed a litigator for something out of the ordinary – it does not have to be Timmons. Vice-Chair Hege added that the firm we choose may be able to supply that – they will have to prove themselves.

Chair Kramer asked if the team was unanimous in their support. Ms. Brewer replied that the team talked about the possibility of going out again hoping for more submissions – they did not settle on this recommendation because there was only one option.

Further discussion ensued regarding costs – it will be considerably less expensive – and supplemental services. Ms. Amery pointed out that neither firm fits our needs exactly so the question becomes how we best address that challenge. She said that Campbell-Phillips meets our needs for the majority of the time – they look and feel like the best fit. In either case, we would have to supplement services.

Commissioner Schwartz said that we look for specialists for land use, union negotiations, etc. Ms. Amery added that we often can get advice from other counties and their counsel. Commissioner Schwartz said we do not have to settle on Timmons for litigation. Ms. Amery said that if she needs someone for a “one-off,” it would be easier to have someone on retainer. Vice-Chair Hege said we can find that firm whether it is Timmons or someone else. Unless we get a huge firm, we will not find someone who can meet all needs. Human Resources Director Nichole Biechler noted that we also have legal through CIS.

Vice-Chair Hege said he is fine with the recommendation but would like the term to be less than three years – there needs to be a probationary period. Mr. Stone commented that there is language that will have to be changed.

Agenda Item – Oregon Parks and Rec Grant Application

Administrative Services Office Manager Stephanie Krell explained that this is a grant application for the Hunt Park campgrounds. We are asking the Board to authorize Mr. Stone to sign off on the application. This will continue the work that was started in 2012. There is a 25% match requirement that can come from the Park general fund which currently has a balance of \$277,000; the match would be \$70,000.

Vice-Chair Hege said he does not want to see more RV spaces if the ones we have are not being utilized or maintained. Mr. Stone noted that an increase in the

number of spaces will increase payments from the State to support maintenance.

(Vice-Chair Hege left the meeting at 2:20 p.m. to attend another meeting.)

Ms. Krell said that the grant has requirements for ADA and green infrastructure – those components were built into the original scope of work.

Commissioner Schwartz asked if this falls in line with the Fair Board's strategic plan. Ms. Krell replied that she does not know but has spoken to Fair Manager Kay Tenold who is very supportive. Mr. Stone said that he sent the grant application opportunity to the Fair Board but they did not respond which was true the last time. He said that we want to address the water distribution and electrical issues; that is infrastructure that can be built to support the RV sites. He said it really takes a paid staff member to move these things forward. He stated that if we are serious about it being a wonderful event site, we will have to have a fulltime manager.

{{Chair Kramer moved to approve Resolution 19-011 authorizing Wasco County to apply for a County Opportunity Grant from the Oregon Parks and Recreation Department for development at Hunt Park and delegating authority to Tyler Stone to sign the application. Commissioner Schwartz seconded the motion which passed unanimously.}}

Discussion Item – Finance Report

Mr. Middleton reviewed the report included in the Board Packet. He stated that he and Mr. Stone are reviewing the PERS side account for possible further deposits. He reported that the County saved \$13,000 in one pay period as a result of our initial deposit into the side account.

Agenda Item – Out of Executive Session

*****The Board was in consensus to have staff make a recommendation for a Hearings Officer to preside over the Filbin Conditional Use Permit Appeal.*****

Work Session – Continued

ALL-STAFF TRAINING

Ms. Biechler explained that the Cross Trainers Team has been exploring possible keynote speakers and training facilitators for the 2020 All-Staff Training Day. Costs for keynote speakers are significant – anywhere from \$2,500 to \$100,000; \$5,000 seems to be a reasonable amount on the lower end of the spectrum. She noted that the team is interested in contracting with Karen Milsap who speaks on how your

mindset impacts outcomes; we have negotiated her rate down to \$5,000 plus \$1,000 for travel. In addition, we would like to bring someone in for training. The team would ask for a budget of up to \$15,000 for the day which would work out to approximately \$100 per person for the full day of training.

*****The Board was in consensus to authorize a budget of up to \$15,000 for the 2020 All-Staff Training Day.*****

ADMINISTRATIVE SERVICES DIRECTOR

Commissioner Schwartz asked if there have been any applicants for the position. Ms. Biechler replied that they have narrowed it to five applicants; however, one has already accepted a position elsewhere. Out of the remaining four viable applicants, two have municipal experience but not the facilities experience. The majority are extremely educated but that education is not necessarily related to what we are seeking.

Ms. Biechler reported that there may be a lot of grievances filed throughout the state around the suggested legislative changes to PERS and job descriptions. It could come up here as well. The legislation is tightening our hands. Mr. Stone said that he is concerned that they will make it pay equity across organizations rather than just within and organizations.

The session was adjourned at 3:10 p.m.

Summary of Actions

MOTIONS

- **To approve the revised Wasco County/City of The Dalles Museum Commission Bylaws, to supersede all preceding bylaws for the Commission.**
- **To approve a monthly \$50 mobile phone stipend for the District Attorney, contingent on a resolution to document the process.**
- **To approve Order 19-117 appointing Chris Schanno to the Wasco County Board of Property Tax Appeals.**
- **To approve the addition of a Resident Deputy Position to be dedicated to the southern part of Wasco County.**
- **To approve Order 19-118 in the matter of establishing petty cash fund authority.**
- **To approve the Consent Agenda – 9.10.2019 Dufur Town Hall Minutes; 9.18.2019 Regular Session Minutes; Ambulance Service Area**

Agreements for Areas 1-8.

- **To approve Resolution 19-011 authorizing Wasco County to apply for a County Opportunity Grant from the Oregon Parks and Recreation Department for development at Hunt Park and delegating authority to Tyler Stone to sign the application**

CONSENSUS ITEMS

- **To send the Letter of Notice to Oregon Fish and Wildlife for their payment in lieu of taxes.**
- **To designate Chair Kramer as Wasco County's representative on the AOC Federal Lands Subcommittee.**
- **To sign the letter of support for the Central Wasco County All-Lands Project.**
- **For staff to move forward with the grant application submission for a bailer and bailing facility.**
- **To have staff make a recommendation for a Hearings Officer to preside over the Filbin Conditional Use Permit Appeal.**
- **To authorize a budget of up to \$15,000 for the 2020 All-Staff Training Day.**

Wasco County
Board of Commissioners

Steven D. Kramer, Board Chair

Scott C. Hege, Vice-Chair

Kathleen B. Schwartz, County Commissioner



WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
OCTOBER 16, 2019

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

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

At 9:00 a.m. Chair Kramer opened the Regular Session with the Pledge of Allegiance. Adjustments to the agenda:

- Remove ASI Agreement from the Discussion List
- Remove Executive Session from the Agenda

Discussion Item – Training Day Agreement

County Clerk Lisa Gambee stated that the Training Team is working on plans for the 2020 All-Staff Training Day and would like to book Karen Milsap as the keynote speaker. She explained that Ms. Milsap has a unique program entitled Stop and Shift – a way to move out of trauma and into life. It is a great message for staff.

{{{Commissioner Schwartz moved to approve the speaking agreement with Karen Millsap to provide services for the 2020 All-Staff Training. Vice-Chair Hege seconded the motion which passed unanimously.}}}

Ms. Gambee announced that four of the five open positions for next years' election cycle have had candidates file. Information has been expanded on the elections page of the County website. GIS Coordinator Tycho Granville has created a new precinct voting map which will be updated following redistricting that will result from the 2020 census. She added that there will be no recall election as a qualifying petition was not submitted.

Discussion Item – Vehicle Surplus

Finance Manager Kayla Nelson reviewed the memo included in the Board Packet. She noted that several of the vehicles would have been surplused last year but had to remain in the fleet due to a delay in shipping new patrol vehicles for the

Sheriff's Office.

Vice-Chair Hege commented that sometimes vehicles are transferred or sold to other agencies in need of transportation stock. Mr. Middleton responded that two of the vehicles are in such poor condition they had to be towed to storage. Ms. Nelson said they would check with partner agencies for any of the viable vehicles, but most are past their usefulness and will be sold at auction.

{{{Vice-Chair Hege moved to approve Order 19-119 in the matter of surplussing a number of Wasco County vehicles. Chair Kramer seconded the motion which passed unanimously.}}}

Discussion Item – CCO Appointment

Vice-Chair Hege said that he will be taking Molly Rogers' place on the Board; he currently serves on their finance committee. He said he is not sure he can serve on both, but there are others who do.

{{{Chair Kramer moved to approve Order 19-120 appointing Scott Hege to the Columbia Gorge Health Council. Vice-Chair Hege seconded the motion and abstained from the vote; the motion passed.}}}

Discussion Item – Tygh Valley Grant Application Support Letter

Chair Kramer explained that the heating system at the Tygh Valley Community Center is failing and needs to be replaced. This is a letter of support for a grant application to replace the system and is in the best interest of the community.

*****The Board was in consensus to send a letter of support for the Tygh Valley Community Center Community Facilities Grant Application.*****

Consent Agenda – Stipend Resolution/Reconciliations

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

County Assessor Jill Amery announced that tax statements are being sent today which will allow a full 30 days to collect. She stated that the process has gone smoothly this year; a press release has been issued and she will be going to Government Affairs to provide information and answer questions.

Vice-Chair Hege updated the Board on his recent trip to Washington D.C. which he said was overall one of the best trips he has made there. He stated that when the team had meetings with lawmakers and their staff, the people were really engaged and interested in our comments, issues and ideas. Seven members of the

Community Outreach Team went – two from the Port, two from the City of The Dalles, one from Columbia Gorge Community College, one from the School District and one from Wasco County.

Vice-Chair Hege went on to say that one of the key conversations was with Labor and Education around the Skill Center project at Columbia Gorge Community College. They are impressed with local efforts and had suggestions on the process for best outcomes.

Vice-Chair Hege continued by saying that the group met with Oregon Senators/Representatives Greg Walden, Ron Wyden and Jeff Merkley as well as Washington State's Jaime Herrera-Beutler and Maria Cantwell. Other items that were covered:

- Scenic Area Economic Development Funds – this is funding that was authorized decades ago but never appropriated. The Team has been relentless in pursuing this funding and on the second to last day of the trip was summoned to Senator Merkley's office. He wanted to let us know that they were fairly confident that the money will get through which is the most hopeful news we have had in that arena.
- PILT and SRS Payments – SRS may be continued for another year.
- Funding for security and elections – the Team explained the need for help. Staff explained that sufficient federal funds are sent to each state; the team should lobby the state to distribute more of that funding to the counties.
- The Team brought forward two issues of which the legislative staff was not aware:
 - Mandatory bargaining which would make all public employees be part of a union.
 - Cuts to federal transportation funding - \$77 million for the State of Oregon.

Agenda Item – 2019-20 Strategic Plan

Ms. Gambee reviewed the plan included in the Board Packet. She explained that the revisions came out of work done at this year's Leadership Summit. Some of the actions associated with the seven pathways are ongoing projects started in previous years but not yet completed; others are new this year. She noted that the 2040 Plan update had previously been removed but was added back due to its far-reaching impacts. Some of the new items are:

- Community Outreach – Commissioner Schwartz, Convener
- Employee Recognition – Public Works Director Arthur Smith, Convener

Commissioner Schwartz commented that the plan is succinct and doable. Vice-Chair Hege suggested announcing the plan through the front page banner of the County website.

{{Vice-Chair Hege moved to approve the 2019-2020 Wasco County Strategic Plan. Commissioner Schwartz seconded the motion which passed unanimously.}}

Agenda Item – Community Corrections Biennial Plan & IGA
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Community Corrections Manager Fritz Bachman stated that the Plan is an explanation to the State of the work we do and is used to support funding for our programs; it is the primary source of funding for Community Corrections. He said that he has sent the Plan to the State for review and feedback; they like it. The State has instructed him to apply for his original dollar amount for Justice Reinvestment funding, although the final numbers for that grant are not yet available.

Mr. Bachman went on to say that his budget is tough and very tight. Without additional revenue, there will have to be changes to housing services. He stated that if they become state-certified to provide treatment services, there will be an additional funding stream through insurance reimbursements. He is hopeful that will support at least the current service level.

Mr. Stone said that because the financials in the Plan are rolled up into totals, it is difficult to know if the County is committing to new projects that we may not have resources to support through the General Fund. Mr. Bachman responded by saying that the Measure 57 grant, Justice Reinvestment Grant and in-house fees are what make up the County General Fund for Community Corrections. The only new program in this plan is the Downward Program for prison diversion which will be managed in collaboration with the court and District Attorney. That program will only be in place if the State provides the funding for it.

Further discussion ensued regarding the details of the Downward Program which is an effort to reduce prison population and increase offenders success rates through community support. It is much less expensive and more effective to work with offenders within the community.

Vice-Chair Hege commented on the plummeting number of arrests. Mr. Bachman said that those statistics are a comparison of arrests prior to entering the transitional services program and following entry into that program.

Commissioner Schwartz asked if the recidivism rates are included in the NORCOR statistics. Mr. Bachman explained that there may be some overlap but the NORCOR statistics is data that they generate from their programs.

*****The Board was in consensus to provide a letter of approval to the State for the Wasco County Community Corrections Biennial Plan.*****

{{Vice-Chair Hege moved to approve the 2019-2021 Wasco County Community Corrections Biennial Plan. Commissioner Schwartz seconded the motion which passed unanimously.}}

{{Vice-Chair Hege moved to approve IGA 5862 between the State of Oregon and Wasco County for the administration of correctional supervision and services. Chair Kramer seconded the motion which passed unanimously.}}

Agenda Item – Medical Director Agreement

Mr. Bachman explained that this is associated with the effort to become a certified treatment provider which requires medical oversight which is largely administrative – looking at the scope of work, policies and procedures as well as ensuring that the program is meeting state requirements and providing appropriate referrals. He said that Dr. McDonnell is very excited to join the effort.

{{Commissioner Schwartz moved to approve the Community Corrections Addiction Treatment Program Personal Services Contract for Medical Director consultation and review of medical protocols with the goal of ensuring the physical health and safety of individuals engaged in treatment. Vice-Chair Hege seconded the motion which passed unanimously.}}

Agenda Item – MCCFL CDBG Closeout Update

Ms. Nelson and Mid-Columbia Economic Development District Grant Administrator Jacque Schei reviewed the memo included in the Board Packet. We will get a close-out letter from the State that will officially close out the grant. The five year ownership period for the County will end on September 30, 2024.

Vice-Chair Hege asked how the deed will be transferred. Discussion ensued regarding how best to set that in motion at the right time.

Mr. Stone commented that the construction loan the County made to MCCFL is a good investment for the County and a benefit to the community.

Vice-Chair Hege thanked everyone for their work on this project. Ms. White praised Ms. Schei and Ms. Nelson for their professionalism and attention to detail.

Financials

Vice-Chair Hege asked how we will show and track the status of Building Codes Reserve Funds. Finance Director Mike Middleton replied that the reserves are basically the ending fund balance that is placed in contingency and/or unappropriated funds. The term “reserve funds” is really not used for accounting purposes. The fund that came from the MCCOG Building Program will be split among the participating counties.

Vice-Chair Hege said that it seems that we should call out reserves separately. Mr. Middleton responded that contingency and unappropriated are both descriptors of reserve funds. Mr. Stone added that in the upcoming budget we will have a line item for operational reserves. Vice-Chair Hege asked if there is a process for accessing those funds.

Mr. Stone said that ideally, we want to get to more of a transactional basis for transparency but will have to build into that. Mr. Middleton stated that he will add unappropriated funds to the monthly reports. Using contingency funds requires a budget adjustment; using reserves requires a supplemental budget – those are the processes in place to track the use of reserved funds.

Further discussion ensued regarding the progress of discussions around the division of funds among the participating counties and the permit fees transferred to the County from the State for work being done now associated with permits taken before July 1st.

Commission Call

Commissioner Schwartz announced that NORCOR will be holding a work session on October 24th. She announced that she attended the Domestic Violence Vigil last night; the County was well-represented.

Chair Kramer said that he attended the first Better Together Initiative meeting – the Chamber and Main Street are working together toward common goals. The City of The Dalles had representation there along with Urban Renewal.

The session was adjourned at 10:49 a.m.

Summary of Actions

MOTIONS

- **To approve the speaking agreement with Karen Millsap to provide services for the 2020 All-Staff Training.**

- **To approve Order 19-119 in the matter of surplussing a number of Wasco County vehicles.**
- **To approve Order 19-120 appointing Scott Hege to the Columbia Gorge Health Council.**
- **To approve the Consent Agenda – July/August Reconciliations & Resolution 19-012 authorizing a mobile phone stipend for the District Attorney.**
- **To approve the 2019-2020 Wasco County Strategic Plan.**
- **To approve the 2019-2021 Wasco County Community Corrections Biennial Plan.**
- **To approve IGA 5862 between the State of Oregon and Wasco County for the administration of correctional supervision and services.**
- **To approve the Community Corrections Addiction Treatment Program Personal Services Contract for Medical Director consultation and review of medical protocols with the goal of ensuring the physical health and safety of individuals engaged in treatment.**

CONSENSUS ITEMS

- **To send a letter of support for the Tygh Valley Community Center Community Facilities Grant Application.**
- **To provide a letter of approval to the State for the Wasco County Community Corrections Biennial Plan.**

Wasco County
Board of Commissioners

Steven D. Kramer, Board Chair

Scott C. Hege, Vice-Chair

Kathleen B. Schwartz, County Commissioner



AGENDA ITEM

Fee Schedule Ordinance

[STAFF MEMO](#)

[PRESENTATION](#)

[AMENDED FEE SCHEDULE](#)



MEMORANDUM

SUBJECT: Amended Fee Schedule

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KATHY WHITE

DATE: 10/30/19

BACKGROUND INFORMATION:

Wasco County reviews and, if necessary, amends our Fee Schedule Ordinance at the end of each calendar year to reflect changes in costs and state fees. This year the Wasco County Fee Schedule Ordinance was amended mid-year to include fees for our newly acquired Building Codes Program which opened its doors on July 1st. Those “new” fees were actually fees that had been set in 2013 by MCCOG, the former umbrella agency for Building Codes.

While this amended fee schedule is being presented for your review and approval on the regular annual schedule, Building Codes fees are still being reviewed to determine actual costs and are not yet ready to be amended. We did not want to hold up other departments while the Building Codes review is being completed, but you can anticipate another fee schedule update in the next few months.

Today’s hearing will be the first reading of the Amended Ordinance; no action may be taken on the Ordinance at today’s hearing other than giving direction to staff for any changes or requesting more information.



2020 Amended Fee Schedule

Community Corrections

Category	Current Fee	Proposed Fee	Explanation
Lab Testing	\$15	\$21	Actual costs are \$21 plus postage
Instant Testing	New fee	\$7.50	Cost of Test
Supervision	\$35	\$40	Has not be raised since 2004
Treatment Assessment Update	New fee	\$80	Compliance with OHA Standards
Unexcused Fee	New fee	\$50	Recovering cost of staff time for no shows and to incentivize attendance
Session Fees (Group/Individual)	New fee	\$45/\$125	As a certified addiction treamtment program, fees need to be in place for insurance billing. There have been sex offender fees since 2016, however, those were paid directly to a contracted provider.

Assessment and Taxation

Category	Current Fee	Proposed Fee	Explanation
Assessment Mapping Changes and New Plat	\$540 base fee	No change	Language changed from: Mapping Changes and New Plat
Additional Lot Created	\$50 each	No change	Language changed from: New Lot Created
New row created	\$50 each	\$0	Removing from schedule
New map	\$50 each	\$0	Removing from schedule
Map affected	\$50 each	No change	Language changed from: Each map affected
Manufactured structure change of ownership in the LOIS system	\$55	\$0	Removing from schedule
Submission of Completed change of ownership forms for review and processing	\$25	\$0	Removing from schedule

County Clerk

Category	Current Fee	Proposed Fee	Explanation
Civil Marriage Ceremony	\$110	\$117	Senate Bill 27
Copy fee for Plat	\$2.50 per page	\$3.00	Reflecting the true cost of large-format paper
All other changes are to standardize names of various fees/funds			

Youth Services

Category	Current Fee	Proposed Fee	Explanation
Videos	New Fee	\$15 plus staff time	In alignment with Sheriff's Office fees

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON
IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF AMENDING WASCO)	
COUNTY'S UNIFORM FEE SCHEDULE FOR)	ORDINANCE
VARIOUS COUNTY DEPARTMENTS)	#19-006

THE BOARD OF COMMISSIONERS OF WASCO COUNTY OREGON DOES
ORDAIN AS FOLLOWS:

Section 1. PURPOSE

Wasco County provides core services to all citizens which are paid for through the annual tax base. On the whole, the County endeavors to proactively provide access to services in alignment with our Vision and Mission statements.

In some instances, special services are required or necessitated by various state statutes, or to meet the needs of citizens who have requests outside of core services. The purpose of this Ordinance is to outline the fees to be collected by Wasco County Departments for performing services, and to establish a uniform fee schedule.

Section 2. AUTHORITY

The Ordinance is enacted pursuant to the authority granted to general law Counties by [ORS 203.035-ORS 203.065](#) and by [ORS 192.440](#).

Section 3. FEE SCHEDULE

Fees shall be charged and collected by the indicated Department before the filing, recording or copying of subject documents shall be completed. A table of all County fees can be found in Appendix A, B and C. Other fees may apply as assessed under Oregon Revised Statutes.

Section 4. ENACTMENT PROVISIONS (1)

(1) CONFORMANCE WITH LAW

Except as expressly provided herein, this Ordinance shall in no way be a substitute for or eliminate the necessity of conforming with any and all State and Federal laws, rules and regulations including but not limited to the payment of all other fees required by law and other Ordinances which are now or may be in the future in effect which relate to the requirements provided in the Ordinance.

(2) SEPARABILITY

If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by a Court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holdings shall not affect the validity of the remaining portion of this Ordinance.

(3) EFFECTIVE DATE

This Ordinance shall take effect on July 1, 2019 upon its adoption, and all previous orders, resolutions or ordinances setting fees conflicting with the provisions of this Ordinance are hereby repealed and will be of no further force and effect.

Regularly passed and adopted by the Board of Commissioners of the County of Wasco, State of Oregon, by a ____ to ____ vote on this 4th day of December, 2019.

ATTEST:

WASCO COUNTY BOARD
OF COMMISSIONERS

Kathy White
Executive Assistant

Steven D. Kramer, Commission Chair

APPROVED AS TO FORM:

Scott C. Hege, Vice-Chair

Brad Timmons
Wasco County Counsel

Kathleen B. Schwartz, County Commissioner

APPENDIX A: County Fee Schedule

Fees Across All County Departments		
Service Description	Fee Amount	Applicable Statute
Miscellaneous Copies/Printing/Transmission		
Black and white copies 8.5" x 11" or 8.5" x 14"	\$0.25 per page	County Ordinance
Black and white copies 11" x 17"	\$1.00 per page	County Ordinance
Color copies (any size listed above)	\$1.00 per page	County Ordinance
Providing content on media (zip disk, jump drive, CD, etc.)	\$15.00 per media plus actual costs of services	County Ordinance
Printing computer labels	\$40.00 plus actual printing and label cost	County Ordinance
Electronic transmission of documents (Fax, email, FTP, or similar transmission. If printing of copies is required to redact information or to get records into the appropriate form, subset, etc., copy fees and research time will also apply.)	\$5.00 per transmission plus actual costs of services	County Ordinance
Research and Professional Services Fees		
Basic Research Fee (Only upon availability of staff)	\$40.00 per hour, one hour minimum, unless specified by Department fee schedule	County Ordinance
Professional Services / Complex Analysis	See specific Department fee schedule	County Ordinance
Public Record Request Fees		
Certification of a Public Record (Birth certificates, licenses, etc.)	\$3.75 per record	ORS 205.320
Public records request, general (Cost is request-dependent and is sum of research, copies, transmission, etc.)		
Administrative Services		
Service Description	Fee Amount	Applicable Statute
FINANCE DEPARTMENT		
Placing a stop payment on a Wasco County issued check	\$33.00 per check	County Ordinance
Returned item (non-sufficient funds, closed account, etc.) deposited to Wasco County bank account	\$25.00 per check	County Ordinance
INFORMATION SERVICES DEPARTMENT		
Professional Services	\$120.00 per hour	County Ordinance
GIS Mapping : See Appendix C		

LEGAL SERVICES		
County Counsel Fees. <i>Please contact Administrative Services for estimate.</i>	At current hourly rate	County Ordinance

Land-based and Civil Services		
Service Description	Fee Amount	Applicable Statute
ASSESSMENT AND TAXATION DEPARTMENT		
Assessment mapping changes and new plat	\$540.00 base fee	County Ordinance
Additional lot created	\$50.00 each	County Ordinance
Additional map affected	\$50.00 each	County Ordinance
Lot line adjustment	\$250.00 each	County Ordinance
Calculation of farm/forest disqualifications (To be applied against penalty if the account is disqualified within 90 days)	\$40.00 per hour, one hour minimum	County Ordinance
CLERK'S OFFICE		
Land-based Recording Fees <i>All documents presented for recording must be "required or permitted by law to be recorded")</i>		
Deed and Mortgage Records	\$105.00 for the 1st page,	ORS 205.320
<u>Breakdown of fees:</u>	<u>\$5.00 for each page after</u>	and County Ordinance
Clerk Recording Fee	\$5.00 per page	
Public Land Corner Preservation Fund	\$10.00 per document	
Geographic Information Systems (GIS) Fund	\$19.00 per document	
Assessment & Taxation Fund	\$10.00 per document	
Oregon Land Information System (OLIS) Fund	\$1.00 per document	
Affordable Housing Alliance Fund	\$60.00 per document	
Lien Records	\$76.00 for the 1st page,	ORS 205.320
<u>Breakdown of fees:</u>	<u>\$5.00 for each page after</u>	and County Ordinance
Clerk Recording Fee	\$5.00 per page	
Assessment & Taxation Fund	\$10.00 per document	
Oregon Land Information System (OLIS) Fund	\$1.00 per document	
Affordable Housing Alliance Tax	\$60.00 per document	
Partition Plat, Replat, and Property Line Adjustment Plat		ORS 205.320
Surveyor Fee, Property Line Adjustment Plat, Single-Parcel Partition Plat or Replat	See Surveyor's Office fees	and County Ordinance
Assessor and Tax Collector Fees	See Assessment and Taxation	
Recording Base Fee (includes A&T Fund, OLIS Fund, GIS Fund, Public Land Corner Preservation Fund, General Clerk Fee)	\$90.00 per document	
Affordable Housing Alliance Fund	\$60 per document	
Clerk Recording Fee	\$5.00 per page	
County Court Approval (if required)	\$10.00	
Copy Fees	\$3.00 per page	
Subdivision and Subdivision Replat;		ORS 205.320
Surveyor Fee, Subdivision and Subdivision Replat, Condominium	See Surveyor's Office fees	and County Ordinance
Assessor and Tax Collector Fees	See Assessment and Taxation	

Recording Base Fee, 20 lots or less	\$90.00 per document	
Recording Base Fee, 21 lots or more (includes A&T Fund, OLIS Fund, GIS Fund, Public Land Corner Preservation Fund, General Clerk Fee)	\$110.00 per document	
Affordable Housing Alliance Fund	\$60.00 per document	
Clerk Recording Fee	\$5.00 per page	
County Court Approval (if required)	\$10.00	
Copy Fees	\$3.00 per page	
Non Standard Documents	\$20.00 per document	ORS 205.327
Documents Describing More Than One Transaction	\$5 per additional transaction or title	ORS 205.236(4)
Location of Record (<i>land records are available online free of charge. See the Digital Research Room on the Wasco County website</i>)	\$3.75 location fee plus \$0.25 per page	ORS 205.320
Recording Image Subscription (<i>download of images recorded in the Clerk's office and provided on media</i>)	\$0.25 per page/image plus cost of media if applicable	County Ordinance
Marriage Fees		
Marriage License	\$50.00	ORS 205.320 and ORS 106.045
Civil Marriage Ceremony (<i>in office, by appointment only</i>)	\$117.00	Senate Bill 27
Staff Witness for Ceremony	\$15.00 per staff member	County Ordinance
Certified Copy of Marriage License	\$7.75	ORS 205.320
Time Waiver of 3-day Waiting Period	\$15.00	County Ordinance
Certificate of Parental Consent for Marriage of a Minor	\$15.00 per minor	County Ordinance
Amending a Filed Marriage Record	\$25.00	
Domestic Partnership Declaration		
Registration	\$50.00	ORS 205.320
Certified Copy of a Domestic Partnership Declaration	\$7.75	ORS 205.320
Elections Reports		
Request for List of Electors	\$25.00 plus 2.5¢ per 100 names	OAR 165-002- 0020 Section 1

PLANNING DEPARTMENT

See Appendix B

County and ORS

PUBLIC WORKS DEPARTMENT

Petition for Road Vacation	\$500.00	County Ordinance
Permit for Mass Gathering	\$500.00	County Ordinance
Permit for Motor Vehicle Road Rally	\$1000.00	County Ordinance

SURVEYOR'S OFFICE		
Survey Filing <i>(Reviewed, filed and indexed)</i>	\$185.00 plus \$50 per page over 2 pages	ORS 209.260
Property Line Adjustment Survey Filing <i>(Reviewed, filed and indexed)</i>	\$250.00 plus \$50.00 per page over 2 pages	ORS 209.260
Property Line Adjustment Plat Review <i>(Reviewed, recorded, filed and indexed)</i>	\$480.00 per plat	ORS 92.100 and County Ordinance
Single-Parcel Partition Plat, or Single Parcel Replat Review <i>(Reviewed, recorded, filed and indexed)</i>	\$480.00 per plat	ORS 92.100 and County Ordinance
Multiple-Parcel Partition Plat or Replat Review <i>(Reviewed, recorded, filed and indexed)</i>	\$625.00 per plat	ORS 92.100 and County Ordinance
Subdivision or Subdivision Replat Review <i>(Reviewed, recorded, field-checked, filed and indexed)</i>	\$700.00 per subdivision plus \$65.00 per lot	ORS 205.350 and County Ordinance
Condominium Plat Review <i>(Reviewed, recorded, field-checked, filed and indexed)</i>	\$750.00 per condominium, plus \$70.00 per unit	ORS 205.350 and County Ordinance
Re-check or Re-design Review	50% of the original review fee	County Ordinance
Affidavit of Correction, Consent, Post- Monumentation, etc.	\$50.00 per affidavit recorded	ORS 92.170 and County Ordinance
Marking the Record Upon the Surveyor's Copy of an Original Plat	\$15.00 per recorded document	ORS 271.230 (2) and County Ordinance
Research	\$75.00 per hour after the first hour	County Ordinance
Large Format Printing or Copying	\$1.00 per square foot, \$2.00 minimum	County Ordinance

Public Safety Services		
Service Description	Fee Amount	Applicable Statute
COMMUNITY CORRECTIONS DEPARTMENT		
Community Service Work Program Placement	\$35.00	County Ordinance
DNA Sample Draw	\$10.00	County Ordinance
Drug Testing	\$20.00 per sample for in-lab tests \$10.00 for instant tests	County Ordinance
Inter-County Transfer Request	\$25.00	County Ordinance
Interstate Compact	\$50.00	County Ordinance
Probation/Post Prison/Parole Supervision	\$40.00 per month	County Ordinance
Travel Permit	\$5.00 each permit	County Ordinance
Treatment Program Intake	\$150.00	County Ordinance
Treatment Assessment	\$150.00	County Ordinance
Treatment Assessment Update	\$80.00	County Ordinance
Unexcused Assessment No-Show Fee	\$50.00	County Ordinance
Treatment: Individual Counseling Session	\$125.00	County Ordinance
Treatment: Group Session	\$45.00	County Ordinance
Sex Offender Assessment	\$1,000.00	County Ordinance
Sex Offender Treatment Planning Session	\$90.00	County Ordinance
Sex Offender Individual Counseling Session	\$125.00	County Ordinance
Sex Offender Group Counseling Session	\$45.00	County Ordinance
Sex Offender Chaperone Training Session	\$200.00	County Ordinance
Program Curriculum Book	\$25.00	
SHERIFF'S OFFICE		
Civil Fees	Per Statute	ORS 21.300
Concealed Handgun License	Per Statute	ORS 166.291(5)(a)
Fingerprinting	\$15.00 per card or \$15.00 for electronic submission	County Ordinance
OLCC Liquor License (<i>regular and special event</i>)	\$25.00 per permit	ORS 471.166 (7)
Real Property Foreclosure Sheriff Sale	\$800.00 deposit (<i>Applicants will be billed for actual costs and employee time.</i>)	ORS 18.930(5)
Sheriff Incident Reports* (<i>No charge for victim for first copy</i>)	1–24 pages: \$15.00 per report 25–49 pages: \$20.00 per report 50+ pages: \$50.00 per report	County Ordinance
Videos	\$15.00 plus staff time*	County Ordinance
* Research/Staff Time – fee is based on salary and fringe benefits of the employee charged with the task (such as document research, retrieval, review or redaction), converted to an hourly rate. Time is charged in 15-minute increments with a 15-minute minimum. Call the Sheriff's Office for		County Ordinance

an estimate when research or staff time is needed.

YOUTH SERVICES DEPARTMENT

Supervision

Formal Probation at time of Adjudication	\$30.00	County Ordinance
Formal Accountability Agreements	\$10.00	County Ordinance
Drug Testing	\$15.00 per sample for in-lab tests \$7.50 for instant tests	County Ordinance
Online Educational Classes	\$100.00	County Ordinance
Processing Request for Expunction	\$60.00	County Ordinance
Videos	\$15.00 plus staff time*	County Ordinance

BUILDING CODES DEPARTMENT

See Appendix D	County Ordinance
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Appendix B: Planning Department Fee Schedule

Wasco County Planning Department Fees

Consolidating multiple permits: Proposals that require more than one type of review may be consolidated. The consolidated fee includes the full fee of the primary or more expensive review process and 50% of the fee for each additional review process. Type I fees accompanying Type II-IV reviews will be waived. Please contact Wasco County Planning if you would like to view the fee waiver policies and procedures.

Multi-department review: Several review procedures listed below require coordination with other County departments (e.g. partitions and property line adjustments). In these instances, the Planning fee includes the other applicable departments' fees to provide customers with a convenient, one-time fee collection.

Legal Fees: Processes, reviews, permits, et.al requiring legal review will be subject to County Counsel Fees charged at the current hourly rate.

Type I - Ministerial	Fee
Address – New or Change	\$75
Land Use Verification Letter (Not Involving Land Use Decision)	\$150
Marijuana Production	\$1,000 + \$76/hour after 10 hours
Non-Structural Sign-Off – MNN (e.g., LUCS)	\$90
Structural Without Land Use Application – MNS	\$276
Telecommunications Tower - Collocation	\$1,600

Type II - Administrative	Fee
Conditional Uses	
• Aggregate and Other Subsurface Resources	\$2,500
• Dwelling, Non-Farm	\$2,000
• Farm Ranch Recreation	\$1,600
• Other	\$1,300
• Power Generating Facility (EFSC approval and required review)	\$76/hr
• Power Generating Facility (Commercial)	\$5,000 + \$1,000/tower
• Power Generating Facility (Non-Commercial)	\$1,600 + \$1,000/tower
Extension of Time for Land Use Approval	\$475
Legal Parcel Determination	\$500 + \$76/hour after 5 hours
LUDO Interpretation or Similar Use Determination	\$76/hr
Major Modification of Approval (notice is required)	\$76/hr
National Scenic Area (NSA)	
• Expedited (Used listed in Section 3.110 of Wasco County NSALUDO)	\$600
• Expedited (Removal or Demolition)	\$300
• Full Review (Fences and Accessory Structures Less Than 500 SQ)	\$1,000

• Full Review	\$1,800
Non-Conforming Use Review (verification, restoration or alteration)	\$1,000
Partition, Property Line Adjustment, or Replat (not involving public or private roads)	
• Property Line Adjustment	\$2,134
• Single Parcel Partition ORS 92.176	\$2,134
• Multiple Parcel Partition or Replat	\$2,279
Site Plan Review (parking, loading, and home occupations)	\$600
Subject to Standards	
• Aggregate Overlay Significant Determination	\$600
• Dwelling (Accessory, Large Tract Forest, Lot-of-Record, Primary, Relative)	\$1,300
• EPDs (Environmental Protection Districts)	\$650
• Guest House	\$500
• Marijuana Processing and/or Wholesale	\$2,000 + hourly rate of \$76/hour after 20 hours
• Other	\$650
• Utility Facilities Necessary for Public Service	\$2,500
Temporary Use Permit	\$700
Temporary Use Permit Renewal (e.g., Medical Hardship Dwelling)	\$400
Variance (Administrative) – Less Than 50% Deviation From Stated Standard	\$700

Type III Action – Planning Commission	Fee
Appeal to Planning Commission: ORS 215.416(11)(b); full refund if upheld	\$250
Mobile Home Park / RV Park	\$2,100
Other Reviews Directed to Planning Commission by Ordinance	\$1,500
Partition, Property Line Adjustment, or Replat (involving public or private roads approvals)	
• Property Line Adjustment	\$2,534
• Single Parcel Partition or Replat	\$2,534
• Multiple Parcel Partition or Replat	\$2,679
Planned Unit Development – Preliminary/Final Plat Review	\$3,604/\$954
Subdivision – Preliminary/Final Plat Review	\$4,104/\$954
	Plus \$65 per lot
Variance – 50% or Greater Deviation From Stated Standard	\$1,000

Type IV Action – Board of County Commissioners	Fee
Appeal to Board of Commissioners	\$1,200
Goal Exception	\$1,700 + hourly rate of \$76/hour after 20 hours
Zone Change	\$1,700 + hourly rate of \$76/hour after 20 hours
Zone Change	\$1,700
Open Space Lands Tax Assessment	\$900

Road Dedication	\$900
Road Naming/Re-Addressing (full fee + half fee for each address changed); not land use decision	\$200
Subdivision Lot Line Vacation per ORS 368.326	\$1,004

Miscellaneous	Fee
Amendment to Land Use Application Request (after pre-notice; prior to approval)	\$350
Complex Projects – As Determined by Planning Director (See Policy and Process)	\$76/hr
Continuance/Extension Request of Planning Commission or Board Hearings	\$500
LUBA Remand and Review	\$300
Outdoor Mass Gathering	
• Less than 3000 people	\$2,500
• 3,000 or more, or 120 hrs or more	\$4,500
Pre-Application Conference - <i>\$250 of the \$500 applies towards land use application if applied for within 90 days of conference.</i>	\$500
Research / Records Request	\$45/hr
Withdrawal of Application - Refunds	
• Before completeness is determined	75% Total
• After completeness is determined	50% Total
• After Pre-Notice or Notice of Decision is mailed	No Refund
Withdrawal of Appeal After Received	No Refund
Worked Commenced Without Required Land Use Approval	Additional 50% of Total Review Fee
Worked Commenced in NSA Without Required Land Use Approval	Additional 100% of Total Review Fee

Code Compliance	Fee
Administrative Overhead hourly rate	\$76/hr
Appeal to Hearing's Officer	\$100
Continued Non-Compliance	\$50/month
Recordation of Compliance Document	\$61
<i>Other compliance penalty charges exist as established in Compliance Ordinance (WCCCNAO)</i>	

Appendix C: GIS Services

GIS Services - Standard Labor Rate \$60/Hour		
Map Prices - Custom Maps		
Size	Price	Additional Copies (ea)
8.5 x 11	\$7.00	\$1.00
11 x 17	\$8.00	\$1.50
18 x 24	\$12.00	\$12.00
24 x 36	\$15.00	\$15.00
24 x 40	\$25.00	\$25.00
36 x 48	\$35.00	\$35.00
Maps which take longer than 15 minutes to make (excluding printing time) are charged at our shop rate		
	Available Data Layers	(Fees allowed per ORS 190.050)
Layer	Price	Notes
Extract of Assessor's Database	\$300.00	Table Schema
Roads	\$50.00	
Taxlot Maps	N/A	See Also The Oregon Map
Taxlots	\$1/parcel or \$1,500 for entire County	See Also Our Online Map
Other Groups/Layers - \$45.00 each	Contains	Notes
Administrative Boundaries	Columbia Gorge Urban Renewal District, City of The Dalles Watershed, School Districts, NWCPUD Subdivisions, Transition Lands Study Area, Wasco County Boundary	
Populated Places	City Limits, Urban Growth Boundaries, Rural Service Centers	See Also State Data
Tax Codes	Tax Codes	
Zoning - Cities	Zoning - Cities	
Zoning - Environmental Protection Districts	Zoning - Environmental Protection Districts	
Zoning - Wasco County	Zoning - Wasco County	
<p>We require payment in advance from companies we have not done business with in the past. Credit card payments get charged an additional amount (depending on how much the base purchase is) to match what the companies charge the County. Checks should be made out to Wasco County GIS, and sent with a note stating which layers are being requested. Send it to:</p> <p>Wasco County IS Department Attn: GIS 2705 E 2nd St, The Dalles, OR 97058</p>		

Construction Category**Fee****RENEWABLE ELECTRICAL ENERGY****Renewable energy installation per system total**

5 kva or less	\$95.00
5.01 to 15 kva	\$113.00
15.01 to 25 kva	\$187.00
Solar ea addt'l kva 25.01 to 100 max	\$7.50
Wind 25.01 to 50 kva	\$245.00
Wind 50.01 to 100 kva	\$563.00
Wind 100.01 or greater	
Service or feeders of 601 to 1000 amps or volts-addt'l to previous range	\$245.00
Service or feeders over 1000 amps or volts-addt'l to previous range	\$563.00
Plan Review if Required (50% of Subtotal)	

MANUFACTURED DWELLING PLACEMENT**Installation /Re-inspection**

A) Placement (includes placement, concrete slab,runners,foundation	\$192.00
B) Re-inspection (each)	\$78.00
State Manufacture Dwelling fee	\$30.00

STRUCTURAL PERMIT**Square Footage Calculation**
<https://cdn-web.iccsafe.org/wp->
Total Valuation Calculation**FEE**

\$1.00 to \$2,000.00	\$60.00
\$2,001.00 to \$25,000.00	\$60.00 for the first \$2,000.00 plus
\$25,001.00 to \$50,000.00	\$276.20 for the first \$25,000.00
\$50,001.00 to \$100,000.00	\$451.20 for the first \$50,000.00
\$100,001.00 and up	\$686.20 for the first \$100,000.00

Other inspections**Residential fire sprinkler 13R (standalone/closed system) – fee**

0 to 2000 sq ft, area covered	\$98.00
2001 to 3600 sq ft, area covered	\$103.50
3601 to 7200 sq ft, area covered	\$139.75
7201 sq ft and greater	\$186.25

Prescriptive solar photovoltaic system – fee includes plan review \$160.00

Non-Prescriptive solar photovoltaic system – req's plan review Use Structural Permit fee table

Phased plan review – \$60.00 application fee plus 10% of the total

Deferred plan review – 65% of the building permit fee calculated using

Inspection outside of normal business hours (minimum charge – two

Reinspection fee

Inspections for which no fee is specifically indicated

Plan review fees

Fire and life safety plan review fees

Additional plan review required by changes, additions, or revisions to

\$78.00 per hour

\$78.00 per each

\$78.00 per hour

65% of structural permit fee

40% of structural permit fee

\$65.00 per hour – Res \$78.00 per

ELECTRICAL PERMIT**New 1&2 Family – service & attached garage included**

1000 sq ft or less (Per Unit)	\$127.00
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BCD FEE SCHEDULE

Each additional 500 sq. ft. or portion thereof	\$23.00
Limited energy	\$30.00
Each manuf. home or modular dwelling service or feeder	\$78.00

New Multifamily – total # of units:

Use 1&2 Family rates above for largest sq ft unit – cost of largest unit	
Multifamily limited energy, by floor	\$54.00

Services or feeders (installation, alteration, relocation)

200 amps or less	\$95.00
201 to 400 amps	\$113.00
401 to 599 amps	\$187.00
600 to 1,000 amps	\$245.00
Over 1,000 amps or volts	\$563.00
Reconnect only	\$63.00

Temp. services or feeders (installation, alteration, relocation)

200 amps or less	\$63.00
201 to 400 amps	\$86.00
401 to 599 amps	\$125.00
600 to 1,000 amps	\$204.00
Over 1,000 amps or volts	\$469.00

Branch circuits (new, alteration, extension per panel)

Fee for branch circuits with purchase of a service or feeder fee:	
Each branch circuit	\$4.80

Fee for branch circuits without purchase of a service or feeder fee:

First branch circuit	\$65.00
Add'l branch circuits	\$4.80

Miscellaneous (service or feeder not included)

Each pump or irrigation circle	\$78.00
Each sign or outline lighting	\$78.00
Signal, circuit or a limited-energy panel, alteration or extension	\$63.00 Com/ \$78.00 Res
Hourly rate (number of hours)	\$78.00

Minimum Permit Fee - Residential

\$78.00

Minimum Permit Fee - Commercial

\$60.00

Plan Review if Required (50% of Subtotal)

MECHANICAL PERMIT

Furnace/burner including ducts and vents:

Furnace up to 100k BTU/hr	\$12.00
Furnace greater than 100k BTU/hr	\$18.00

Heating/cooling/stove/vents

Ductwork – no appliance/fixture	\$12.00
Suspended heater, recessed wall or floor mounted	\$12.00
Chimney/liner/flue/vent/gas or wood fireplace insert	\$12.00
Repair/alter/add to mechanical appliance	\$12.00
Evaporative cooler other than portable	\$12.00
Air conditioner	\$12.00
Ventilation system, not a portion of HVAC	\$12.00
Ventilation fan connected to single duct	\$9.00
Attic/crawl space fans	\$9.00
Range hood/other kitchen equipment	\$9.00
Clothes dryer exhaust	\$9.00

BCD FEE SCHEDULE

Floor furnace including vent		\$12.00
Hydronic hot water system		\$24.00
Gas piping		
One to four outlets		\$24.00
Additional outlets		\$3.00
Exterior medium pressure ea 100'		\$24.00
Air-handling units including ducts		
Any size		\$12.00
Heat pump/Mini split system		
Per each		\$12.00
Incinerators		
Domestic – installation or relocation		\$12.00
Miscellaneous fees		
Hourly rate (number of hours)		\$78.00
Other heat/cool/vent/appliance, not indicated		\$12.00
Commercial installations Valuation: \$ _____		
Up to \$3,500		\$60.00
\$3,501 to \$10,000 – for 1 st \$3,500		\$60.00
plus \$1.20/\$100 or portion thereof above \$3,500		
Over \$10,001 – for 1 st \$10,000		\$138.00
plus \$3.00/\$1000 or portion thereof above \$10,000		
Minimum Permit Fee		\$60.00
Plan review, if req – 50% of subtotal		
PLUMBING PERMIT		
Residential		
New single family dwelling 1 bath/1 kitchen – incl's 1 st 100' of ea site		
utility, hose bibbs, icemakers, underfloor low-point drains, and rain drain		\$252.00
Ea additional bath (1/2 bath counts as whole)		\$90.00
Ea additional kitchen		\$60.00
Ea additional 100' of site utilities or fraction thereof		\$36.00
Each fixture – Addition/Alteration – <i>complete fixture list on reverse &</i>		\$24.00
Manufactured dwellings		
Site utilities -1 st 30 lineal ft <i>included in Manuf. Home Permit</i>	N/A	
Ea additional 100' of site utilities or fraction thereof		\$36.00
RV & manufactured dwelling parks		
Base fee (incl. the first 10 or fewer spaces)		\$384.00
Each additional space		\$33.00
Commercial		
Site utilities ea. 100' or fraction thereof		\$36.00
Residential Fire Sprinkler 13D (Fee includes Plan Review)		
0 to 2000 sq ft, area covered		\$98.00
2001 to 3600 sq ft, area covered		\$103.50
3601 to 7200 sq ft, area covered		\$139.75
7201 sq ft and greater		\$186.25
Miscellaneous fees		
Backflow device/backwater valve		\$24.00
Reinspection/each		\$78.00
Inspections which no fee specified/hour		\$78.00
Requested by government agency under ORS 190	As agreed	
Medical gas piping Valuation: \$ _____		

BCD FEE SCHEDULE

\$1 to \$10,000	\$270.00
\$10,0001 and up - \$270 for the 1 st \$10,000 <i>plus \$1.80 for ea addt'l \$100</i>	
Fixture List – RES & COM	
Absorption valve	\$24.00
Alternate potable water heating system	\$24.00
Catch basin or area drain	\$24.00
Clothes washer	\$24.00
Dishwasher	\$24.00
Drinking fountain	\$24.00
Drywell, leach line or trench drain	\$24.00
Ejectors/sump pump	\$24.00
Expansion tank	\$24.00
Fixture cap	\$24.00
Floor drain/floor sink/hub drain	\$24.00
Garbage disposal	\$24.00
Hose bib	\$24.00
Ice maker	\$24.00
Primer	\$24.00
Septic abandonment	\$24.00
Sink/basin/lavatory	\$24.00
Swimming pool piping	\$24.00
Tub/shower/shower pan	\$24.00
Urinal	\$24.00
Water closet	\$24.00
Water heater	\$24.00
Commercial Fixtures Only	
Interceptor/grease trap	\$24.00
Manholes	\$24.00
Roof drain	\$24.00

12% Surcharge is added to each permit



AGENDA ITEM

Planning

[ODOE IGA](#)

[URBAN GROWTH EXPANSION](#)

[DEQ IMPLEMENTATION REPORTS](#)



AGENDA ITEM

Planning – ODOE IGA

[IGA 19-033 TO ESTABLISH COLLABORATION](#)

[MOTION LANGUAGE](#)

INTERGOVERNMENTAL AGREEMENT

This Agreement is between the State of Oregon acting by and through its Department of Energy (“Agency”) and the Wasco County (“Local Government”), each a “Party” and, together, the “Parties.” All references in this Agreement to “Agency” refer to the Oregon Department of Energy (“ODOE”).

SECTION 1: AUTHORITY

This Agreement is entered into pursuant to the authority granted by [ORS 190.110](#), allowing Local Governments to enter into agreements with state agencies to cooperate in performing duties, exercising powers or administering policies or programs. Additionally, [ORS 469.030](#) allows ODOE to contract with public and private agencies for energy activities consistent with [ORS 469.010](#), [ORS 469.350](#), [ORS 469.360](#), and [ORS 469.430](#) permit the Energy Facility Siting Council (“EFSC”) to compensate a state agency or local government for expenses related to:

- Consultation initiated by an applicant for a notice of intent or expedited review prior to the submittal of the formal request but after the payment of the fee under ORS [469.421\(2\)](#);
- Review of the notice of intent, the application for new or amended site certificate, or a request for an expedited review;
- The local government’s participation in a council proceeding and contested case;
- The performance of specific studies necessary to complete the council’s statutory evaluation of the application;
- Ensuring that certified facilities continue to comply with all terms and conditions of the site certificate or any order issued by ODOE under [469.405 \(2\)](#).

SECTION 2: PURPOSE

The purpose of this Agreement is to establish collaboration between Agency and Local Government to perform services related to the review of Energy Facility Siting Council (“EFSC”) project-related documents and to identify the procedures related to authorizing work, invoicing and payment.

SECTION 3: EFFECTIVE DATE AND DURATION

This Agreement is effective on July 1, 2019, or the date of the last signature, whichever occurs last (“Effective Date”), and terminates on June 30, 2021, unless terminated earlier in accordance with Section 16.

SECTION 4: AUTHORIZED REPRESENTATIVES

AGENCY IGA #19-033

4.1 Agency's Authorized Representative is:

Todd Cornett, Assistant Director
550 Capitol Street NE
Salem, OR 97301
(503) 378-8328 Office
(503) 373-7806 Fax
todd.cornett@oregon.gov

4.2 Local Government's Authorized Representative is:

Angie Brewer, Planning Director
2705 East 2nd Street The
Dalles, OR 97058 (541)
506-2566 Office (541)
506-2561 Fax
angieb@co.wasco.or.us

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

SECTION 5: RESPONSIBILITIES OF EACH PARTY

5.1 Local Government shall perform the work set forth on Exhibit A, attached hereto and incorporated herein by this reference.

5.2 Agency shall pay Local Government as described in Section 6.

SECTION 6: COMPENSATION AND PAYMENTS TERMS

6.1 Agency shall reimburse Local Government, up to but not in excess of \$5,000, for all expenses that are necessary, just and reasonably incurred by performing the work and delivering the deliverables required of Local Government under this Agreement. Payment will be made monthly, for work performed to Agency's satisfaction during the prior month, after submission of a satisfactory invoice.

6.2 Work must be assigned and authorized in writing by an Agency representative prior to Local Government beginning the work, and as described in Exhibit A. Local Government may be asked to provide a cost estimate for the work requested.

6.3 Local Government shall invoice Agency monthly for services. At a minimum, invoices must include the following information:

- EFSC project name;
- Agency agreement number #19-033;

AGENCY IGA #19-033

- Local Government federal EIN;
- Time period for which the invoice covers;
- The following statement, followed by the signature of a person with the authority to certify the statement:

“By signing this invoice, the undersigned individual certifies that the individual understands that all statements and representations contained in or attached to this document are subject to the Oregon False Claims Act, ORS 180.750 to 180.785.”; and

- A report that explains the work included on each invoice, including the following:
 - Names of staff members working on the project;
 - Dates of service;
 - Number of hours worked, per staff member;
 - Specific activities and work conducted;
 - Total personal services costs (including OPE/ fringe benefits);
 - A description of any incurred expenses (parking fees, supplies, etc.);
 - Subtotals of personal and supplies/ services costs;
 - Subtotal of indirect/ administrative overhead costs;
 - Total project costs for this billing period;

6.4 Local Government shall only bill for hours worked. Agency will not pay for vacation, holiday, sick or any other leave. All invoices are due to Agency within 30 calendar days after the month end billing period. Due to Agency’s requirement to provide cost details and to seek reimbursement from project applicants, timely and accurate invoicing is critical. Agency may not pay invoices received more than 30 calendar days after the month end billing period.

6.5 Local Government shall send all invoices to:

Oregon Department of Energy
Attn: Contracts Payable
550 Capitol Street NE
Salem, OR 97301
odoe.invoices@oregon.gov

Copy all emails to the Siting Division Fiscal Analyst at: Sisily.Fleming@oregon.gov

SECTION 7: REPRESENTATIONS AND WARRANTIES

Local Government represents and warrants to Agency that:

Local Government is a city or county duly organized and validly existing. Local Government has the power and authority to enter into and perform this Agreement;

AGENCY IGA #19-033

- 7.1** The making and performance by Local Government of this Agreement (a) have been duly authorized by Local Government, (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 Local Government’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 Local Government is party or by which Local Government 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 Local Government of this Agreement, other than those that have already been obtained;
- 7.2** This Agreement has been duly executed and delivered by Local Government and constitutes a legal, valid and binding obligation of Local Government enforceable in accordance with its terms;
- 7.3** Local Government 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 Local Government 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
- 7.4** Local Government shall, at all times during the term of this Agreement, 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 Local Government.

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 Local Government 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. LOCAL GOVERNMENT, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

SECTION 9: OWNERSHIP OF WORK PRODUCT

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 "Local Government Intellectual Property" means any intellectual property owned by Local Government and developed independently from the work under this Agreement.

9.1.2 "Third Party Intellectual Property" means any intellectual property owned by parties other than Local Government or Agency.

9.1.3 "Work Product" means every invention, discovery, work of authorship, trade secret or other tangible or intangible item that Local Government is required to deliver to Agency under this Agreement, and all intellectual property rights therein.

9.2 If for any reason the original Work Product created by Local Government under this Agreement is not "work made for hire," Local Government hereby irrevocably assigns to Agency any and all of its rights, title, and interest in all original Work Product created by Local Government 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, Local Government shall execute such further documents and instruments necessary to fully vest such rights in Agency. Local Government forever waives any and all rights relating to Work Product created by Local Government 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 Local Government under this Agreement is a derivative work based on Local Government Intellectual Property, or is a compilation that includes Local Government Intellectual Property, Local Government 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 Local Government 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 Local Government under this Agreement is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Local Government 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 element of the Third party Intellectual Property employed in the Work Product, and to authorize others to do the same on Agency's behalf.

9.3 If Work Product is Local Government Intellectual Property, Local Government 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

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the Local Government Intellectual Property, and to authorize others to do the same on Agency's behalf.

- 9.4** If Work Product is Third Party Intellectual Property, Local Government 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 Third Party Intellectual Property, and to authorize others to do the same on Agency's behalf.
- 9.5** If state or federal law requires that Agency or Local Government 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 Local Government 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.

SECTION 10: CONTRIBUTION

- 10.1** 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 10 with respect to the Third Party Claim.
- 10.2** With respect to a Third Party Claim for which Agency is jointly liable with Local Government (or would be if joined in the Third Party Claim), Agency 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 Local Government in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of Local Government 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 Agency on the one hand and of Local Government 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.

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Agency'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.

- 10.3** With respect to a Third Party Claim for which Local Government is jointly liable with Agency (or would be if joined in the Third Party Claim), Local Government 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 Agency in such proportion as is appropriate to reflect the relative fault of Local Government on the one hand and of Agency 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 Local Government on the one hand and of Agency 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. Local Government'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 11: LOCAL GOVERNMENT DEFAULT

Local Government will be in default under this Agreement upon the occurrence of any of the following events:

- 11.1** Local Government 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 Local Government in this Agreement or in any documents or reports relied upon by Agency to measure the delivery of services, the expenditure of funds or the performance by Local Government is untrue in any material respect when made;
- 11.3** Local Government (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 (as now or hereafter in effect), (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** A proceeding or case is commenced, without the application or consent of Local Government, in any court of competent jurisdiction, seeking (a) the liquidation, dissolution or winding-up, or the composition or readjustment of debts of Local Government, (b) the appointment of a trustee, receiver, custodian, liquidator, or the like of Local Government or of all or any substantial part of its assets, or (c) similar relief in respect to Local

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Government 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 consecutive days, or an order for relief against Local Government is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

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 Local Government 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 work or Work Product that Local Government has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (c) requiring Local Government to perform, at Local Government'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 of this Agreement or setoff, or both. 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 Local Government 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, Local Government'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 Agency, for work completed and accepted by Agency 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 Agency has against Local Government, 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 Agency, 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 Agency has against Local Government. In no event will Agency be liable to Local Government for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Local Government exceed the amount due to Local Government under this Section 13.2, Local Government shall promptly pay any excess to Agency.

SECTION 14: RECOVERY OF OVERPAYMENTS

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If payments to Local Government under this Agreement, or any other agreement between Agency and Local Government, exceed the amount to which Local Government is entitled, Agency may, after notifying Local Government in writing, withhold from payments due Local Government 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 10, 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 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 30 days advance written notice to Local Government;

16.2.2 Immediately upon written notice to Local Government, 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 Local Government, 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 Local Government, if Local Government is in default under this Agreement and such default remains uncured 15 days after written notice thereof to Local Government; or

16.2.5 As otherwise expressly provided in this Agreement.

16.3 Local Government may terminate this Agreement as follows:

16.3.1 Immediately upon written notice to Agency, if Local Government fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Local Government's reasonable administrative discretion, to perform its

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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 Local Government's performance under this Agreement is prohibited or Local Government 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 15 days after written notice thereof to Agency; or

16.3.4 As otherwise expressly provided in this Agreement.

16.4 Upon receiving a notice of termination of this Agreement, Local Government will immediately cease all activities under this Agreement, unless Agency expressly directs otherwise in such notice. Upon termination, Local Government will deliver to Agency all documents, information, works-in-progress, Work Product and other property that are or would be deliverables under the Agreement. And upon Agency's reasonable request, Local Government will surrender all documents, research or objects or other tangible things needed to complete the work that was to have been performed by Local Government under this Agreement.

SECTION 17: INSURANCE

Local Government shall maintain insurance as set forth in Exhibit B, attached hereto and incorporated herein by this reference.

SECTION 18: NONAPPROPRIATION

Agency's obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon Agency 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.

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

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email address set forth in this Agreement, 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) 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, 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 laws.

SECTION 25: INDEPENDENT CONTRACTORS

The Parties agree and acknowledge that their relationship is that of independent contracting parties and that Local Government 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 Local Government 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

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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. Agency may terminate this Agreement upon written notice to Local Government after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

SECTION 28: ASSIGNMENT AND SUCCESSORS IN INTEREST

Local Government may not assign or transfer its interest in this Agreement without the prior written consent of Agency and any attempt by Local Government 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 Local Government's assignment or transfer of its interest in this Agreement will not relieve Local Government 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

Local Government shall not, without Agency's prior written consent, enter into any subcontracts for any of the work required of Local Government under this Agreement. If Local Government will request reimbursement for subcontracts under ORS 469.350 and ORS 469.360, EFSC must review and approve the request prior to Local Government entering into contract. EFSC and Agency's consent to any subcontract will not relieve Local Government of any of its duties or obligations under this Agreement.

If Local Government requests to be reimbursed by subcontracting to respond to a request made by EFSC to comment and make recommendations under ORS 469.350, it must submit at a minimum the following information:

- The reason they are requesting funding for a contractor/consultant and cannot respond;
- A scope of work for the contractor/consultant;
- Contractor/consultant qualifications;
- A cost estimate for the work to be conducted.

SECTION 30: TIME IS OF THE ESSENCE

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Time is of the essence in Local Government's performance of its obligations 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

Local Government shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Local Government shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Local Government, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Local Government's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Local Government, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Local Government acknowledges and agrees that Agency 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. Local Government 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, Local Government 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

Local Government shall comply with the additional requirements set forth in Exhibit C, 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, attached Exhibit A (the Statement of Work), Exhibit B (Insurance), and Exhibit C (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
Department of Energy

Wasco County Board of Commissioners

By: _____
(Signature of Printed Name below)

By: _____
(Signature of Printed Name below)

Janine Benner, Director

Steven D. Kramer, Chair

Printed Name / Title

Date

November 6, 2019

Date

David McKay, Designated Procurement Officer

APPROVED AS TO FORM:

Date

Bradley V. Timmons
County Counsel

Todd Cornett, Assistant Director

Date

Approved for Legal Sufficiency in accordance with ORS 291.047

Not Required
Name, Title

Date

EXHIBIT A

STATEMENT OF WORK

Agency representative will request work in writing. Agency will not pay for any work other than that work requested by Agency, in writing.

Local Government shall review and provide comments on notices of intent, applications, for new and amended site certificates, expedited reviews and other EFSC project-related documents. In the case of notices of intent and applications for new or amended site certificates, the memorandum to reviewing agencies sent by EFSC per the requirements of [OAR 345-015-0120](#), [OAR 345-015-0180](#), and [OAR 345-015-0200](#) will serve as the required written request for work, as well as a description of the scope of work to be performed by Local Government under this Agreement. In the case of an applicant initiating consultation with the Local Government prior to submitting a notice of intent or request for expedited review but after the applicant has paid the required fee, or in the case of Local Government's requested compliance review or site inspection, ODOE will provide a detailed scope of the work to be performed by local government. In the case of a Special Advisory Group appointment, ODOE will provide a detailed scope of the work to be performed.

The work to be performed by Local Government is limited to Local Government's area of expertise as described in the memorandums to reviewing agencies, including, as applicable, evaluation of compliance with Local Government's permitting and regulatory requirements, and recommendations regarding EFSC findings and site certificate conditions. If specifically requested by Agency, Local Government will also conduct site visits, travel to participate in public hearings, perform field studies and provide consultation or expert testimony during site certificate contested case hearings.

Local Government must notify Agency in writing within 30 days of assignment of a new project lead.

Local Government agrees to cooperate with Agency's representative or designees to deliver work products in a manner which will allow Agency to meet the statutory timelines for documents under review. Information regarding these timelines is found in [ORS 469.350](#), [ORS 469.370](#) and [ORS 469.373](#). Local Government agrees to meet the comment deadlines provided in the memoranda to reviewing agencies or other delivery schedules mutually agreed upon by Agency and Local Government, in writing. General information regarding Agency and Local Government's work in the review of energy facility site applications and related documents is found in [ORS 469.300 through 469.507](#).

In the event Agency issues a stop work order to a project applicant for nonpayment, Agency will also issue a stop work order to Local Government, at which time Local Government shall cease all work on the named project.

EXHIBIT B

INSURANCE

[No required insurance]

EXHIBIT C

SUBCONTRACTOR INSURANCE

Local Government shall require its first tier contractor(s) (Contractor) that are not units of local government as defined in ORS [190.003](#), if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the contractors perform under contracts between Local Government and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. Local Government shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, Local Government shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Local Government shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts or pursuing legal action to enforce the insurance requirements. In no event shall Local Government permit a contractor to work under a Subcontract when the Local Government is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the county directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

TYPES AND AMOUNTS

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If contractor is an employer subject to any other state's workers' compensation law, Contractor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

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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 State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, 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 \$1,000,000.

AUTOMOBILE LIABILITY INSURANCE:

☒ Required ☐ Not required

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

PROFESSIONAL LIABILITY:

☒ Required ☐ Not required

Professional Liability insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract by the Contractor and Contractor's subcontractors, agents, officers or employees in an amount not less than \$1,000,000 per claim. Annual aggregate limit shall not be less than \$2,000,000. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Contractor shall provide Tail Coverage as stated below.

EXCESS/UMBRELLA INSURANCE:

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

ADDITIONAL COVERAGE REQUIREMENTS:

Contractor's insurance shall be primary and non-contributory with any other insurance. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

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ADDITIONAL INSURED:

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Subcontract 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 Contractor's activities to be performed under this Contract. 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 your 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 07 04 or equivalent.

WAIVER OF SUBROGATION:

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

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, Contractor 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 Subcontract, for a minimum of 24 months following the later of (i) Contractor's completion and Local Government's acceptance of all Services required under this Subcontract, or, (ii) Local Government's or Contractor termination of contract, or, iii) The expiration of all warranty periods provided under this Subcontract.

CERTIFICATE(S) AND PROOF OF INSURANCE:

Local Government shall obtain from the Contractor a Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this contract. 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

AGENCY IGA #19-033

the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

NOTICE OF CHANGE OR CANCELLATION:

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

INSURANCE REQUIREMENT REVIEW:

Contractor agrees to periodic review of insurance requirements by Agency under this agreement and to provide updated requirements as mutually agreed upon by Contractor and Agency.

STATE ACCEPTANCE:

All insurance providers are subject to Agency acceptance. If requested by Agency, Contractor 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.



MOTION

SUBJECT: ODOE Agreement

I move to approve IGA 19-033 between the Department of Energy and Wasco County to establish collaboration to perform services related to the review of Energy Facility Siting Council project-related documents and to identify the procedures related to authorizing work invoicing and payment.



AGENDA ITEM

Planning – Urban Growth Expansion

[GORGE COMMISSION COMMUNICATION](#)

Hi County Planning Directors!

At the September Commission meeting, they discussed the urban area boundary revision concepts. After a long deliberation, they directed me to reach out to the 13 designated urban areas and the 6 County Commissions to determine if they have any plans in the next 3-4 years (by June 30, 2023) to formally request an urban area boundary revision for “long range” growth in the future (~15-20 years) than they currently have land available to accommodate. The reason they wanted to request this information is to help determine if/how many such applications we may receive that would meet the criteria of “demonstrable need” and if there would then be any additional staff workload associated with reviewing those applications that we should anticipate as we move forward with our biennial budget requests. The answers will be non-binding—meaning that if a community says no now, they may say yes in a year or two—or they may say yes now, but then realize there are zoning changes that could be implemented to accommodate growth rather than a boundary revision.

Specifically, they wanted to ask the designated urban areas the following:

1. Is an UAB revision being discussed in your community and perhaps proposed by June 30, 2023? If maybe or yes, then go to next questions.
2. What would be the purpose of the application? More commercial development? More housing, and if so, what type—single or multiple family dwellings? Public facilities? Schools? Other? Is there be adequate public infrastructure to accommodate growth?
3. Is there a justification or demonstrable need that can be documented for the proposal to be considered (rising population trends, etc)
4. What is the acreage that would be requested, possible locations, and timelines for preparing the request?

I wanted to ask you if you would like to make these inquiries with your UAs and county commissions directly to gather this information, or if you would prefer that I write a letter to each of them myself? I am happy to do so, but because you have closer connections with the leaders in your county and have a sense of the needs, that perhaps the request coming from you would be quicker. The Commission asked for the summary information to be presented to them the January Commission meeting. Specifically they are looking for a 1-2 page summary if an urban area expansion might be proposed. For those that will not be considering it, like Home Valley as an example, would just need to reply a simple no at this point. I am out for the next few weeks on annual leave (finally) but if you decide you would like to do the outreach, please let me know by COB Friday. Otherwise, please contact Jeff or Aiden after next Monday. Thanks all!

Thanks for Angie and Alan for taking the time to meet with Mike Schrankel to learn more about our LUD boundary correction project. He will reach out to the rest of you to schedule a meeting soon in our office so he can demonstrate the process. We plan to provide information to the Commission on Clark, Skamania and Klickitat counties in December, and the Oregon counties in spring.

Krystyna U. Wolniakowski

Executive Director

Columbia River Gorge Commission

Krystyna.wolniakowski@gorgecommission.org



AGENDA ITEM

Planning – Department of Environmental Quality Implementation Plans

[DRAFT SUBBASIN IMPLEMENTATION PLAN](#)

[DRAFT JOHN DAY IMPLEMENTATION PLAN](#)

**MIDDLE COLUMBIA-HOOD
(MILES CREEKS AREA)
SUBBASIN TMDL IMPLEMENTATION PLAN**

September, 2019

PREPARED BY:

**WASCO COUNTY PLANNING DEPARTMENT
2705 EAST 2ND STREET
THE DALLES, OREGON 97058**



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1. Introduction

1.1 Background

The quality of Oregon's streams, lakes, estuaries and groundwater is monitored by the Oregon Department of Environmental Quality (DEQ) as well as other state, federal, and local organizations and groups. This information is used to determine whether water quality standards are being attained and, consequently, whether the beneficial uses of the waters are protected.

Section 303(d) of the federal Clean Water Act requires states to develop total maximum daily loads (TMDLs) for impaired water bodies. A TMDL identifies pollutant level limitations with the goal of improving water quality in order for water bodies to support beneficial uses such as fisheries, aquatic life, drinking water, recreation and irrigation.

In December 2006, the Oregon Department of Environmental Quality published the Middle Columbia-Hood (Miles Creeks) Subbasin TMDL. This document designated several water bodies within the Miles Creeks area as "Water Quality Limited" for temperature and sedimentation. Specifically, water quality monitoring data indicates that summertime stream temperatures exceed the thermal requirements for certain cold water aquatic organisms. The Miles Creeks TMDL also included a Water Quality Management Plan (WQMP) that establishes a multi-sector framework for improving water quality. This plan is designed to work in conjunction with local Implementation Plans developed by a Designated Management Agency (DMA). To that end, Wasco County has been identified as a DMA with specific responsibilities for water quality management in the Miles Creeks area portion of the Middle Columbia-Hood Subbasin.

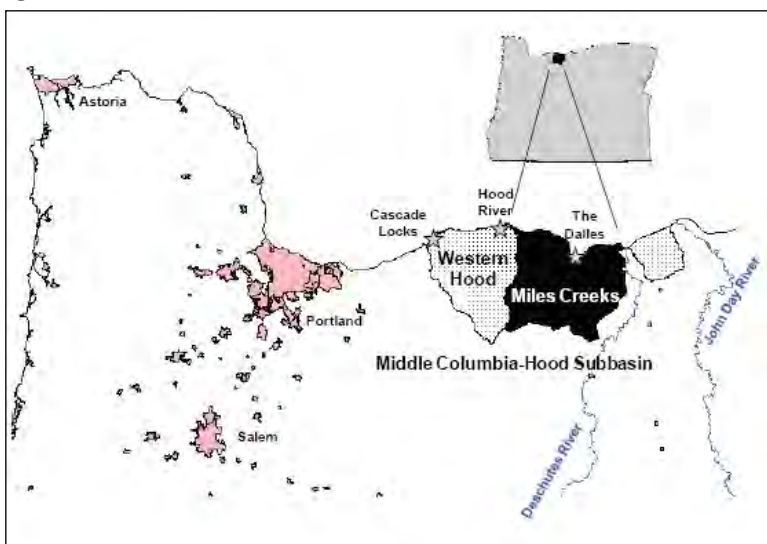
1.2 Miles Creeks TMDL Area

The Miles Creeks Area encompasses approximately 587 square miles and is one of three areas that make up the Middle Columbia-Hood Subbasin in north-central Oregon. The Miles Creeks area portion of the subbasin is predominantly located in the northern portion of Wasco County and covers streams discharging to the Columbia River between Rock Creek in the west and Fifteenmile Creek in the east.

The Miles Creeks area consists of several distinct watersheds draining to the Columbia River, all of which originate on the east slopes of the

Hood River Range. These watersheds are the Fifteenmile Creek, Threemile Creek, Mill Creek, Chenoweth Creek, Mosier Creek and Rock Creek Watersheds. Fifteenmile Creek originates within the Mount Hood National Forest near Lookout Mountain (6,525 feet) and flows to the northeast and then west before entering the Columbia River at an elevation of 78 feet above sea level. Mill Creek originates north of Fivemile Creek at an elevation of 4,900 feet. Mosier Creek originates north of Mill Creek at an elevation

Figure 1.1 Location of Miles Creek Subbasin

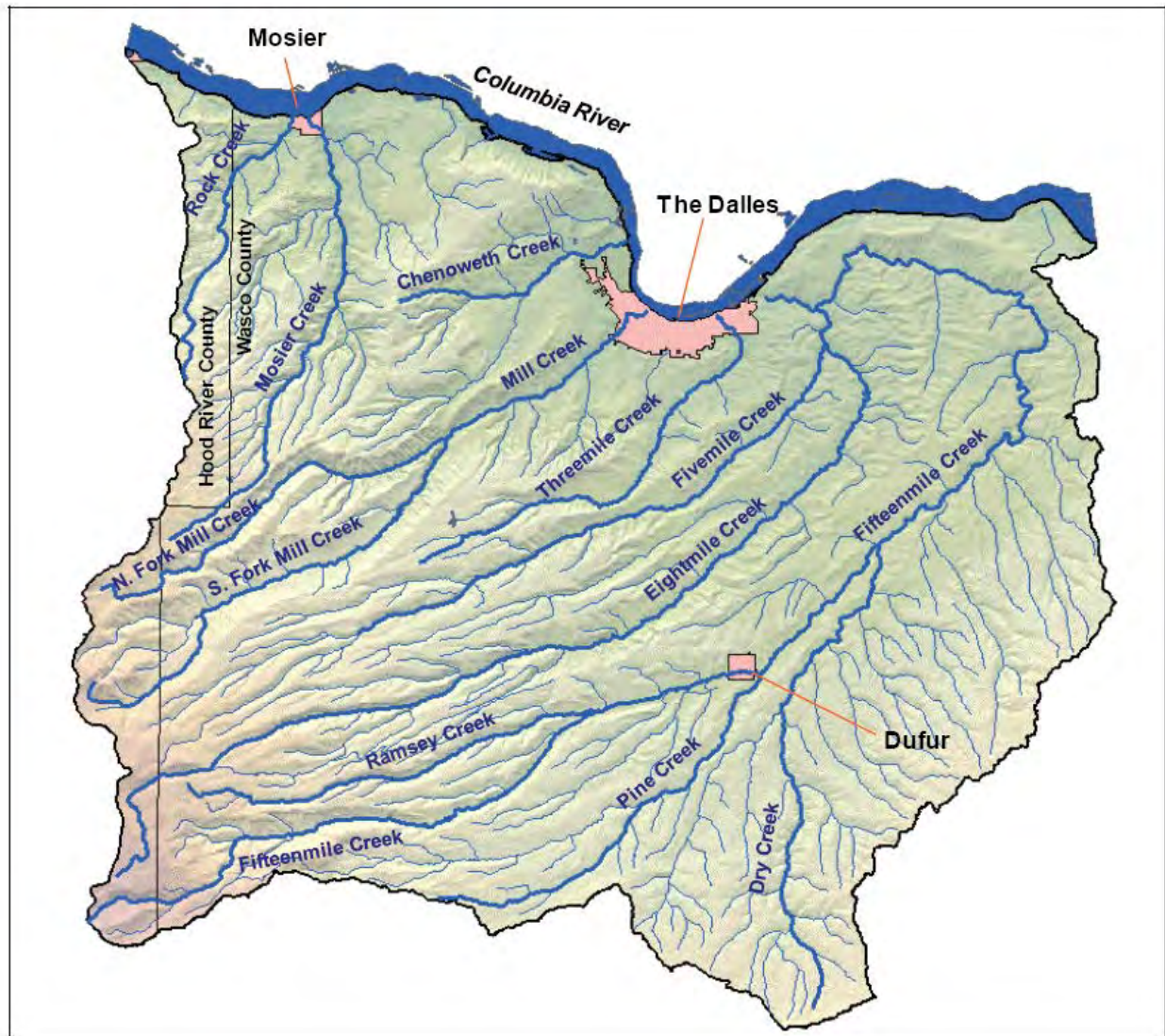


of 3,400 feet and Rock Creek originates at an elevation of 3,000 feet. Threemile Creek and Chenoweth Creek both originate at approximately 2,600 feet in elevation.

There are three major population centers located in the Miles Creek area subbasin including the cities of The Dalles, Mosier, and Dufur.

Figure 1.2 below depicts the stream location and cities within the Miles Creeks Area.

Figure 1.2 –Miles Creeks Area of TMDL



1.3 Administrative Rule

Oregon Administrative Rule (OAR) 340-042-0080(3) requires that:

Persons, including DMAs other than the Oregon Department of Forestry or the Oregon Department of Agriculture, identified in a WQMP as responsible for developing and revising sector-specific or source-specific implementation plans must:

- A. Prepare an implementation plan and submit the plan to the Department for review and approval according to the schedule specified in the WQMP. The implementation plan must:*
 - 1. Identify the management strategies the DMA or other responsible person will use to achieve load allocations and reduce pollutant loading;*
 - 2. Provide a timeline for implementing management strategies and a schedule for completing measurable milestones;*
 - 3. Provide for performance monitoring with a plan for periodic review and revision of the implementation plan;*
 - 4. To the extent required by ORS 197.180 and OAR chapter 340, division 18, provide evidence of compliance with applicable statewide land use requirements; and*
 - 5. Provide any other analyses or information specified in the WQMP.*
 - B. Implement and revise the plan as needed.*
-

1.4 Implementation Plan Goal

The goal of Wasco County's TMDL Implementation Plan is to help maintain temperatures of streams at or below state water quality standard requirements by conserving existing riparian vegetation and encouraging riparian vegetation restoration.

Management measures to achieve this goal include:

- 1.4.1** Identifying existing Land Use and Planning regulations that currently protect streams from thermal pollution;
 - 1.4.2** Considering updates to the County comprehensive plan water quality policies and strategies to provide policy-level support for the TMDL Implementation Plan.
 - 1.4.3** Considering new regulations within riparian areas pertaining to setbacks, protection of existing vegetation, installation of shade trees, and /or limiting the construction of non-agricultural ponds and reservoirs that would further protect streams from thermal pollution.
 - 1.4.4** Conducting outreach activities to inform the public about the functions and values of riparian areas, applicable county regulations and technical and financial resources available for restoration projects.
-

1.5 Definitions

The following applicable definitions are from DEQ's administrative rules for TMDLs (OAR Chapter 340, Division 042):

"Designated Management Agency (DMA)" means a federal, state or local governmental agency that has legal authority over a sector or source contributing pollutants, and is identified as such by the Department of Environmental Quality in a TMDL.

"Hydrologic Unit Code (HUC)" means a multi-scale numeric code used by the U.S. Geological Survey to classify major areas of surface drainage in the United States. The code includes fields for geographic regions, geographic subregions, major river basins and subbasins. The third field of the code generally corresponds to the major river basins named in OAR chapter 340, division 41. The fourth field generally corresponds to the subbasins typically addressed in TMDLs.

"Management Strategies" means measures to control the addition of pollutants to waters of the state and includes application of pollutant control practices, technologies, processes, siting criteria, operating methods, best management practices or other alternatives.

"Performance Monitoring" means monitoring implementation of management strategies, including sector-specific and source-specific implementation plans, and resulting water quality changes.

"Total Maximum Daily Load (TMDL)" means a written quantitative plan and analysis for attaining and maintaining water quality standards and includes the elements described in OAR 340-042-0040. These elements include a calculation of the maximum amount of a pollutant that a waterbody can receive and still meet state water quality standards, allocations of portions of that amount to the pollutant sources or sectors, and a Water Quality Management Plan to achieve water quality standards.

"Water Quality Management Plan (WQMP)" means the element of a TMDL describing strategies to achieve allocations identified in the TMDL to attain water quality standards. The elements of a WQMP are described in OAR 340-042-0040(4)(l).

2 TMDL

To understand the Miles Creeks Area TMDL Implementation Plan, it is necessary to briefly discuss some of the components of a TMDL including Waterbodies, Pollutant Identification, Beneficial Uses, Target Identification, and Existing Sources.

2.1 Waterbodies: This temperature TMDL applies to all perennial and intermittent streams within the Miles Creeks portion of the Middle Columbia-Hood Subbasin, including Threemile Creek, Fivemile Creek, Eightmile Creek, Fifteenmile Creek, Ramsey Creek, Chenoweth Creek, Dry Creek, Mill Creek, North Fork Mill Creek, South Fork Mill Creek, Mosier Creek, West Fork Mosier Creek, and Rock Creek. Details on specific stream segments can be found in the Miles Creeks TMDL.

2.2 Pollutant Identification: Although four stream segments within the Miles Creeks Area were designated as “Water Quality Limited” for sedimentation, the TMDL provided by DEQ did not address sedimentation. The TMDL published by DEQ indicates that “Heat” is the identified pollutant. Therefore, this Implementation Plan will only address temperature.

Specifically, water temperature change is an expression of heat energy exchange per unit volume. Stream temperature is influenced by natural factors such as climate, geomorphology, hydrology, and vegetation. Human or anthropogenic heat sources may include discharges of heated water to surface waters, increases in sunlight reaching the water’s surface due to the removal of streamside vegetation and reductions in stream shading, changes to stream channel form, and reductions in natural stream flows and the reduction of cold water inputs from groundwater. The pollutant targeted in this Implementation Plan is heat from the following sources: (1) human-caused solar radiation loading increases to the stream network, as a result of alterations in near stream vegetation, channel morphology, and flow modifications; and (2) warm water of human origin, such as industrial outfalls and waste water treatment plants.

An important step in the TMDL is to perform a source assessment which quantifies the natural and anthropogenic contributions to stream heating. One anthropogenic contribution to solar radiation heat loading results from decreased stream surface shade. Decreased stream shade may be caused by near stream vegetation disturbance/removal and channel morphology changes. Other anthropogenic sources of stream warming may include stream flow reductions and warm water point source effluent discharges.

2.3 Beneficial Uses:

Human activities and aquatic species that are to be protected by water quality standards are deemed beneficial uses. Water quality standards are developed to protect the most sensitive beneficial use within a waterbody. Beneficial uses and the associated water quality criteria are generally determined by Basin and are applicable throughout the Basin. In practice, water quality standards have been set at a level to protect the most sensitive beneficial uses. The stream temperature standard applied to this Subbasin is designed to protect cold water fish (salmonids) rearing and spawning as the most sensitive beneficial use. For this TMDL, numeric criteria were developed that are specific to salmonid life stages such as spawning and rearing. Criteria were also developed for critical habitat areas that serve as the core for salmonid protection and restoration efforts.

Table 2.1: Beneficial Uses

Beneficial Use	Temperature Criteria ^a	Season
Salmon and Steelhead Spawning	13.0°C (55.4°F)	Varies by geography (refer to Figure 3-2)
Core Cold Water Habitat	16.0°C (60.8°F)	Year around ^b
Salmon and Trout Rearing and Migration	18.0°C (64.4 °F)	Year around ^b

a = Stream temperature is calculated using the average of seven consecutive daily maximum temperatures on a rolling basis (7-day average of the daily maximum).

b = Except during periods when superseded by spawning criteria.

2.4 Target Identification:

Oregon’s numeric temperature criteria applicable in the Miles Creeks portion of the Middle Columbia-Hood Subbasin are illustrated in Table 2.1 above. Figures 2.1 and 2.2 below define the uses found in specific water bodies.

Figure 2.1: Fish Use Designations

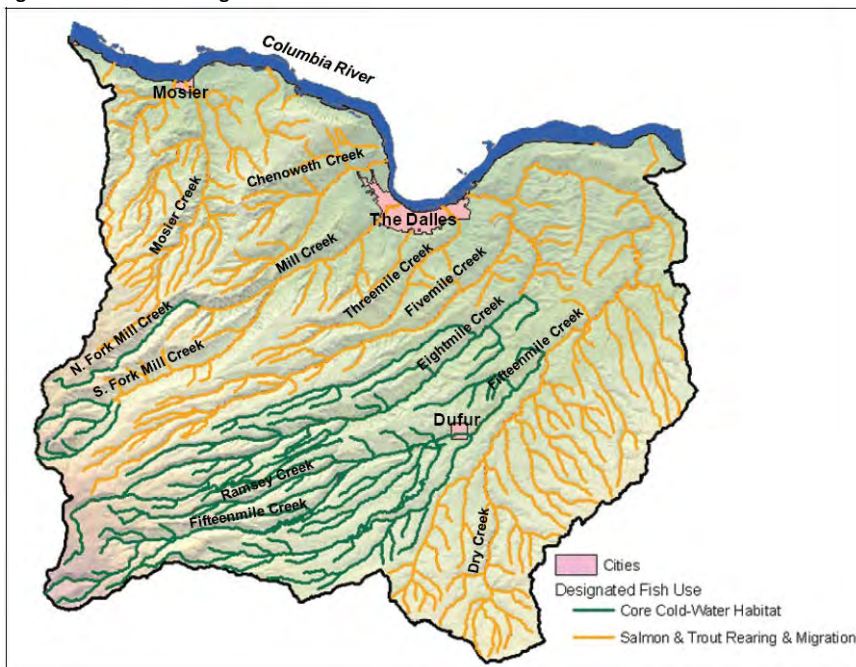
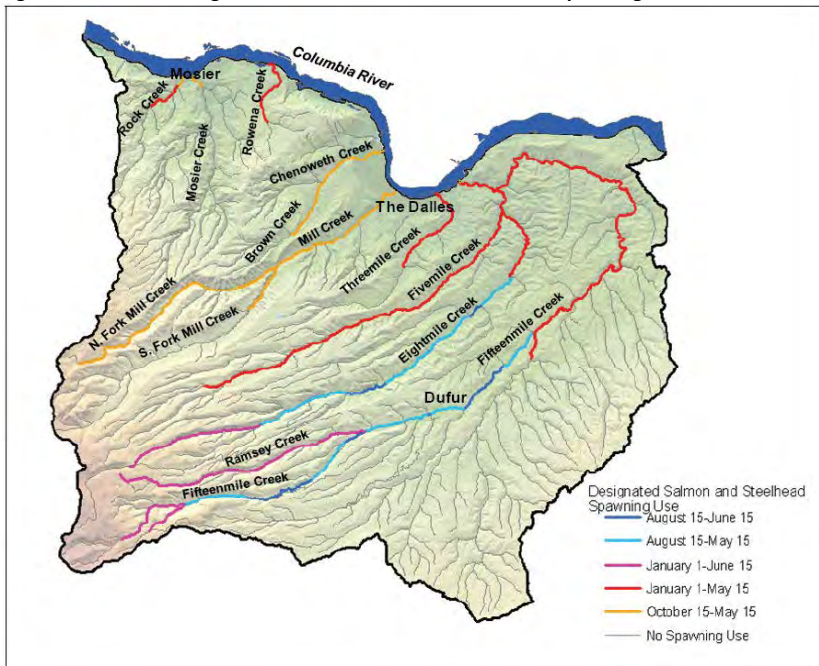


Figure 2.2: Waters Designated as Salmon and Steelhead Trout Spawning Habitat



2.5 Existing Sources of Heat:

Riparian vegetation, stream morphology, hydrology, climate, and geographic location influence stream temperature. While geographic location is outside of human control, riparian condition,

channel morphology, hydrology and climate change are affected by land use activities. Human-induced heat sources can generally be classified as either Point Sources or Nonpoint Sources.

2.5.1 Point Sources: Section 502(14) of the Clean Water Act defines Point Sources of Pollution as any discernible, confined and discrete conveyance, including but not limited to any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock, concentrated animal feeding operation, or vessel or other floating craft, from which pollutants are or may be discharged. This term does not include agricultural storm water discharges and return flows from irrigated agriculture.

The Miles Creeks Area TMDL named two domestic or individual point source discharges to waters within the Miles Creeks Subbasin and five general stormwater permits. Since stormwater discharge is typically associated with rain events, and the frequency of rainfall during the summer months is quite low, ODEQ supposed that stormwater discharges do not likely contribute to exceedances of the temperature standard.

The two individual point sources of discharge are the Dufur Wastewater Treatment Plant and The Dalles Wicks Water Treatment Plant. Since the Dufur Wastewater Treatment Plant does not discharge during the summer, it does not affect stream temperatures during the critical summer conditions.

The Dalles Wicks Water Treatment Plant is located on South Fork Mill Creek. Analysis indicates that the treatment plant does have a significant effect on South Fork Mill Creek temperatures during the summer months.

2.5.2 Nonpoint Sources: Conversely, Nonpoint Sources of pollution are defined as any source of water pollution that does not meet the legal definition of "point source" in the Clean Water Act. Nonpoint Source pollution can be defined as pollution which cannot be traced back to a single origin or source such as stormwater runoff, water runoff from urban areas and failed septic systems.

Historically riparian areas have been heavily used for wood, fuel, irrigation, cropland, roads, livestock forage and water (Mt. Hood National Forest, 1994). Riparian corridors were often cleared of vegetation. Additionally, tree removal, stream channelization, and stream divergence has occurred in many areas. More recently, increases in population have resulted in urbanization of parts of the Subbasin. Conversion of forest or agricultural lands to residential development is occurring, which can result in reduced riparian vegetation and altered hydrology. The floodplains of some streams, such as Fifteenmile Creek, have also been affected by the development of transportation corridors. These human-induced changes can cause streams to heat in the following manner:

- a. Near stream vegetation disturbance or removal** reduces stream surface shading via decreased riparian vegetation height, width and/or density, thus increasing the amount of solar radiation reaching the stream surface (shade is commonly measured as percent effective shade or open sky percentage). Riparian vegetation also plays an important role in shaping the channel morphology, resisting erosive high flows and maintaining floodplain roughness. The loss of streamside vegetation was found to be the largest source of heating where temperature modeling was completed.

- b. **Reduction of summertime flows** decrease the thermal assimilative capacity of streams, causing larger temperature increases in stream segments where flows are reduced.
 - c. **Channel modifications and widening** (increased width to depth ratios) increases the stream surface area exposed to energy processes, namely solar radiation. Channel widening decreases potential shading effectiveness of shade-producing near-stream vegetation. Loss of streamside vegetation and lack of large woody debris contribute to conditions that lead to channel widening.
-

3 Management Strategies

The establishment of appropriate management strategies to reduce pollutant loading and achieve proper load allocations is required by OAR but is also the primary mechanism in which the TMDL Implementation Plan is applied. Chapter 4 (Water Quality Management Plan) of the Middle Columbia-Hood (Miles Creeks) Subbasin TMDL provides the framework of management strategies to attain and maintain water quality standards. The framework is designed to work in conjunction with detailed plans and analyses provided in sector-specific or source-specific Implementation Plans.

Wasco County has identified three categories of Management Strategies that will be employed to help reduce temperatures in the Miles Creeks Area Subbasin. **Existing** management strategies include current land use regulations and various projects that are currently utilized to reduce impacts and encourage rehabilitation of riparian areas. **Direct** management strategies are those that can occur on property owned by the County or other DMAs, while **Indirect** management strategies are those that the County or other DMAs can implement through planning, regulations, outreach, and / or education.

3.1 Existing Management Strategies:

3.1.1 Setbacks: The Wasco County Planning Department administers two land use planning programs, one for the National Scenic Area¹ in the north party of the county, and the non-scenic area program based on Oregon State law in the rest of the County. The Miles Creek Subbasin includes lands in both these areas.

The Wasco County Planning Department currently requires any new structures to meet specified setbacks from all streams. Setbacks are assigned by zone as follows:

Outside the National Scenic Area

- a. **Exclusive Farm Use zone:** the minimum required setback is 100 feet for fish bearing streams, 50 feet for non-fish bearing streams, and 25 feet for waterways that are not designated by the Oregon Department of Fish and Wildlife.
- b. **Forest Zones:** The minimum required setback to all streams (fish bearing and non-fish bearing) is 100 feet.
- c. **Forest-Farm and Rural Residential 10:** The minimum required setback to all streams is 100 feet.

¹ <http://www.gorgecommission.org/scenic-area/about-the-nsa>

- d. Rural Residential Zones: The minimum required setback to all streams is 50 feet.
- e. Rural Industrial Zones: The minimum required setback to all streams is 50 feet.
- f. Rural Commercial Zones: The minimum required setback to all streams is 50 feet.

Within the National Scenic Area

- a. In the General Management Area: 100 feet for fish bearing streams, 50 feet for non-fish bearing streams.
- b. In the Special Management Area: 200 feet buffer from fish bearing streams, 50 feet for non-fish bearing streams.

The Oregon Forest Practices Act also lists additional riparian area setbacks for forestry activity in private forest lands related to drinking water, and the Department of Environmental Quality lists setbacks for septic systems from streams.

3.1.2 Development Permits: All development (including structures, land clearing, excavation, etc.) within the Area of Special Flood Hazard as identified by the FEMA Flood Insurance Rate Map must obtain a development permit prior to commencement of any physical development activity. These developments must still be outside of the natural resource setback unless the development is an in-kind replacement of a non-conforming use, or a variance is issued. These reviews give the Planning Department an opportunity to evaluate proposed changes to the land that may impact water quality.

3.1.3 Development within Riparian Areas: In the National Scenic Area, any development occurring within the riparian area, including water dependent or water related structures, has to meet several criteria, including a Practicable Alternative Test. Construction disturbance must also be mitigated through a variety of strategies including timing work for least sensitive periods, retaining all natural vegetation to the greatest extent practicable, and putting in place temporary and permanent control measures to reduce erosion and sedimentation.

3.1.4 Rehabilitation and Enhancement Plans: When a project occurs in the National Scenic Area within the buffer zone, rehabilitation and enhancement plans are required as part of a complete application. Several standards for rehabilitation and enhancement exist, including replication of natural hydrological conditions, natural stream channel and shoreline dimension replication, rehabilitation of aquatic features, and replanting of native plant species that replicate the original environment.

3.1.5 Septic Permits: All development requiring sanitary waste systems are required to receive approval from North Central Public Health. This reduces potential illegal discharge and ensures adequate sewage treatment.

3.1.6 LUCS: The Planning Department reviews activities in riparian areas for conformance with local and state regulations. For outright permitted activities not subject to setbacks, applicants are required to receive Planning Department approval in the form of a Land Use Compatibility Statement to ensure compliance with the Comprehensive Plan.

3.1.7 Code Compliance: Wasco County Code Compliance receives complaints regarding nuisance and land use violations and addresses them according to local ordinance rules. In the

case of illegal discharge, Wasco County coordinates with partner agencies including DEQ and NRCS to help monitor and eliminate illegal discharge.

3.1.8 Hazardous Waste and Recycling Program: Wasco County is part of Tri-County program for reducing hazardous waste, including agricultural contaminants, from households and operations and appropriately disposing of them. These ongoing efforts reduce potential discharge into the riparian areas.

3.1.9 Projects: The Wasco County Soil and Water Conservation District has been working with area land owners to develop riparian buffers along creeks in this area. Typically the riparian buffers consists of the installation of herbaceous vegetation between existing cropland, grazing land, or disturbed land and sensitive stream banks. This reduces the potential for erosion and sedimentation and increases shading over the stream. To date, the Soil and Water Conservation District has helped install approximately 121 miles of riparian buffers along perennial streams in the Fifteenmile Watershed through the Conservation Reserve Enhancement Program (CREP). Oregon Department of Wildlife also implements a riparian buffer program. Between the two entities, approximately 137 miles (91%) of perennial streams have riparian buffers in the Fifteenmile Watershed.

3.1.10 Wheat Farms: The Wasco County Soil and Water Conservation District has been working with local wheat ranchers for several years to increase direct seed / no till planting operations. This has significantly reduced erosion of soil associated with more traditional planting methods. The Conservation District reports that 96% of the county's wheat cropland has been converted to no-till, virtually eliminating erosion from those lands.

3.2 Direct Management Strategies:

3.2.1 DMA-Owned Properties: Identifying all DMA-Owned Properties within the Miles Creeks Area Subbasin that have frontage on creeks designated as water quality limited;

Wasco County GIS data shows that several properties owned by either Wasco County, the cities of The Dalles, Dufur, and Mosier, and the North Wasco Parks and Recreation District have frontage on rivers or streams designated as Water Quality Limited within the Miles Creeks Area Subbasin. Appendix 1 lists the properties under DMA ownership within the Miles Creeks Area Subbasin at the time this Implementation Plan was written. These properties provide each DMA with opportunities to directly implement rehabilitation plans aimed to lower in-stream temperatures during the summer. It should be noted that DMA ownership of land adjacent to streams as shown in Appendix 1 will likely change over time. Therefore, Appendix 1 should only be used for informational purposes.

3.2.2 Wasco County SWCD Buffer Program: Continuing the Wasco County Soil and Water Conservation District's riparian buffer program (CREP) and encouraging land owners associated with the program to install easily managed, native shade trees near streams.

3.3 Indirect Management Strategies:

3.3.1 Comp Plan Identification: Identifying existing Comprehensive Plan Goals and Policies that may affect thermal pollution;

3.3.2 LUDO Identification: Identifying existing land use regulations, conservation practices, and programs that currently protect streams from thermal pollution;

3.3.3 Comp Plan Updates: Propose updates to the County comprehensive plan water quality policies and strategies to provide policy-level support for the TMDL Implementation Plan.

3.3.4 LUDO Updates: Based on any Comprehensive Plan updates, modify the Land Use and Development Ordinance to implement water quality policy.

LiDAR: In 2014, Wasco County received grant funding to have LiDAR data developed for 1,234 square miles of Wasco County. This data is currently being utilized by FEMA to develop better Floodplain Insurance Rate Maps for portions of Wasco County. When the maps are finalized, Wasco County Planning will adopt them into the Comprehensive Plan Map as an update to Environmental Protection District 1, the Floodplain Overlay Zone. Maps are expected to be completed by 2023.

3.3.5 Outreach: Conduct outreach activities to inform the public about the functions and values of riparian areas, encourage land owners to plant easily managed shade trees near streams, and educate owners about the technical and financial resources available for restoration projects.

3.3.6 Appropriate Shade Trees and Plantings: Distribute a list of low maintenance shade trees, along with low cost planting and maintenance methods that work well within riparian areas.

4 Timeline for Implementation

4.1 Direct Management Strategies

4.1.1 SWCD Riparian Buffer Program (CREP): Wasco County SWCD will continue to assist property owners in designing, planning, and implementing riparian buffers that include easily managed native shade trees. The SWCD has set the goal that by June 30, 2026, 95% of perennial streams in agricultural areas will have streamside vegetation. Wasco County Planning Department will obtain CREP statistics to include in a report. This report will be compiled into an annual report provided by the Wasco County Planning Department to DEQ.

4.2 Indirect Management Strategies

4.2.1 Updated Comprehensive Plan Goals and Policies:

Wasco County Planning Department is in the process of updating the Comprehensive Plan (Wasco County 2040) and analyzing Goal 5 and 6 issues to develop new policies and implementation strategies that impact natural resources. Wasco County 2040 is anticipated to be completed and a new Comprehensive Plan adopted by the end of 2020.

4.2.2 Identifying LUDO regulations, conservation practices, and programs: As a result of the Wasco County 2040 Comprehensive Plan Update process, the LUDO will be updated to implement strategies. This may include new setbacks, review criteria, or other habitat considerations that impact development. The new LUDO is scheduled to be updated by 2022.

4.2.3 LiDAR: In 2014, Wasco County received grant funding to have LiDAR data developed for 1,234 square miles of Wasco County. This data is currently being utilized by FEMA to develop better Floodplain Insurance Rate Maps for portions of Wasco County. When the maps are finalized, Wasco County Planning will adopt them into the Comprehensive Plan Map as an update to Environmental Protection District 1, the Floodplain Overlay Zone. FEMA has projected completion by 2023.

4.2.4 Outreach: Wasco County Planning Staff will develop a citizen outreach media program to inform the public about the functions and values of riparian areas. This will include educational materials produced by the Wasco County Soil and Water Conservation District. The outreach program, including handouts, will be completed by June 2020.

4.2.5 Low Maintenance Shade Trees: Wasco County Planning Staff will develop a list of low maintenance shade trees, along with low cost planting and maintenance methods that work well within riparian areas. The list will be developed by October 2019.

5 Monitoring

5.1 Identification of Responsible Participants: The Wasco County Planning Director is responsible for coordinating the management measures in this plan. Coordination efforts may include the Wasco County Public Works Department, Wasco County Board of County Commissioners, Wasco County Soil and Water Conservation District, and DEQ.

5.2 Performance Monitoring: Wasco County will apply performance monitoring criteria to use in evaluating the TMDL Implementation Plan. Performance monitoring includes the identification of benchmarks for each management strategy, performance measures to provide data on whether the benchmarks are being met, identification of methods and responsible parties for performance measure data collection, and reporting procedures to provide the results to County staff, the Board of Commissioners, DEQ and the public. Four performance measures have been identified.

5.2.1 Reporting and Plan Revision Procedures: Wasco County will develop an annual report on the County's progress in implementing the TMDL Implementation Plan including data for each performance measure as discussed below. This report will include data from applicable DMAs and other partners and will be forwarded to DEQ by March 31st of each calendar year, for the first four years.

5.2.2 Reasonable Assurance of Implementation: Wasco County will compile an annual report to be provided to DEQ. The monitoring plan will describe the actions of appropriate performance measures as discussed below:

5.2.3 Performance Measures: The following performance measures will be tracked and included in the annual monitoring reports.

- a. Completed tasks, tasks in progress with description of status, and tasks not started.

- b. Stream miles rehabilitated through the Wasco County SWCD Riparian Buffer Program
- c. Number of buildings authorized within 100 feet of streams in the Forest and EFU zones, as well as those within the Area of Special Flood Hazard.
- d. Number of people receiving outreach products.

5.2.4 Data Collection Procedures: Performance measurement data will be collected by County Planning staff and reviewed annually. Data for the outreach program (PM6) will be collected by county Planning staff through tallies of people receiving outreach information at the Planning Department counter, through direct mail, at group presentations, etc.

Wasco County will evaluate the TMDL Implementation Plan five years following its acceptance by DEQ. The evaluation will describe the perceived effectiveness of the Plan in meeting its goals and objectives and the basis for this reasoning. If the evaluation indicates that the Plan is not adequate to meet its goals, the County will propose modifications to the Plan or undertake other efforts to achieve the goals.

5.3 Public Involvement: The County conducted a public hearing before adopting this Implementation Plan. The public outreach program is intended to provide the public information on county and other programs to protect and restore riparian areas. Public involvement for other management measures will be conducted following standard county public involvement procedures.

**JOHN DAY RIVER BASIN
TMDL IMPLEMENTATION PLAN**

September, 2019

PREPARED BY:

**WASCO COUNTY PLANNING DEPARTMENT
2705 EAST 2ND STREET
THE DALLES, OREGON 97058**



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1. Introduction

1.1 Background

The quality of Oregon's streams, lakes, estuaries and groundwater is monitored by the Oregon Department of Environmental Quality (DEQ) as well as other state, federal, and local organizations and groups. This information is used to determine whether water quality standards are being attained and, consequently, whether the beneficial uses of the waters are protected.

Section 303(d) of the federal Clean Water Act requires states to develop total maximum daily loads (TMDLs) for impaired water bodies. A TMDL identifies pollutant level limitations with the goal of improving water quality in order for water bodies to support beneficial uses such as fisheries, aquatic life, drinking water, recreation and irrigation.

In November 2010, the Oregon Department of Environmental Quality published the John Day River Basin TMDL. This document designated the John Day area as "Water Quality Limited" for temperature and sedimentation. This term is applied to water bodies where violations of State water quality standards continue to occur.

The TMDL report found that at some location and times, water is not healthy for people to drink or swim in, and is problematic for fish survival. Issues of concerns included in the report are high temperatures, high bacteria levels, low oxygen concentrations, impaired aquatic life and excessive amounts of fine-grained streambed sediment.



Figure 1.1 –John Day Basin

1.2 John Day Basin TMDL Area

The John Day River basin drains nearly 8,100 square miles of central and northeast Oregon. Absent of dams for 281 miles, the John Day is the second longest free-flowing river in the continental United States and the longest undammed tributary of the Columbia.

The John Day River borders Wasco County in the south east corner of the county boundaries. This portion of the county is sparsely populated, consisting mostly of large ranch holdings. All of the adjacent property is zoned A-1 (160), or Exclusive Farm Use.

Figure 1.2-1. John Day Basin location

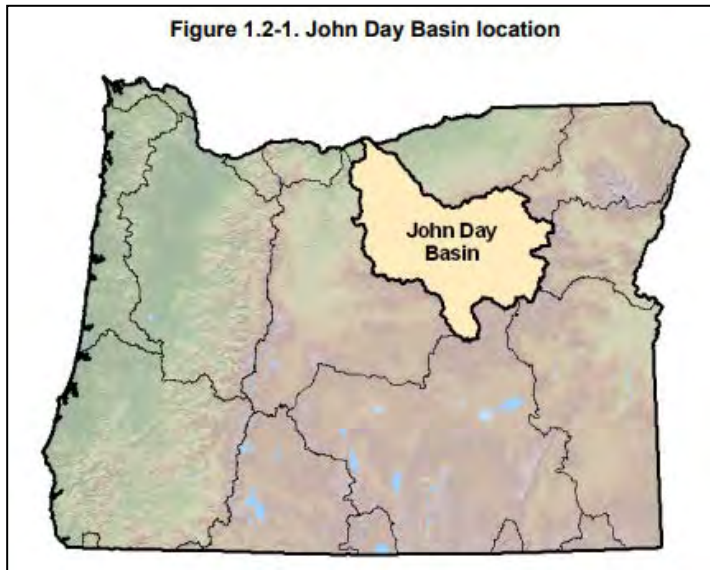
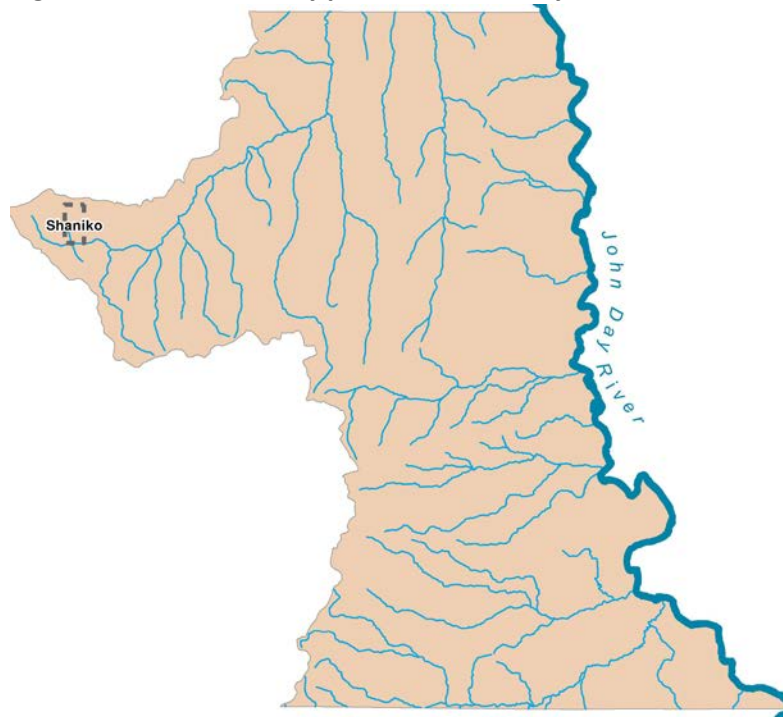


Figure 1.3 shows the basin within Wasco County limits. This includes the streams and tributaries that feed into the John Day.

Figure 1.3- Wasco County portion of John Day Basin



1.3 Administrative Rule

Oregon Administrative Rule (OAR) 340-042-0080(3) requires that:

Persons, including DMAs other than the Oregon Department of Forestry or the Oregon Department of Agriculture, identified in a WQMP as responsible for developing and revising sector-specific or source-specific implementation plans must:

- A. Prepare an implementation plan and submit the plan to the Department for review and approval according to the schedule specified in the WQMP. The implementation plan must:*
 - 1. Identify the management strategies the DMA or other responsible person will use to achieve load allocations and reduce pollutant loading;*
 - 2. Provide a timeline for implementing management strategies and a schedule for completing measurable milestones;*
 - 3. Provide for performance monitoring with a plan for periodic review and revision of the implementation plan;*
 - 4. To the extent required by ORS 197.180 and OAR chapter 340, division 18, provide evidence of compliance with applicable statewide land use requirements; and*
 - 5. Provide any other analyses or information specified in the WQMP.*
 - B. Implement and revise the plan as needed.*
-

1.4 Implementation Plan Goal

The goal of Wasco County's TMDL Implementation Plan is to help maintain temperatures of county streams at or below state water quality standard requirements by conserving existing riparian vegetation and encouraging riparian vegetation restoration.

Management measures to achieve this goal include:

- 1.4.1** Identifying existing Land Use and Planning regulations that currently protect streams from thermal pollution;
 - 1.4.2** Considering updates to the County comprehensive plan water quality policies and strategies to provide policy-level support for the TMDL Implementation Plan.
 - 1.4.3** Considering new regulations within riparian areas pertaining to setbacks, protection of existing vegetation, installation of shade trees, and /or limiting the construction of non-agricultural ponds and reservoirs that would further protect streams from thermal pollution.
 - 1.4.4** Conducting outreach activities to inform the public about the functions and values of riparian areas, applicable county regulations and technical and financial resources available for restoration projects.
-

1.5 Definitions

The following applicable definitions are from DEQ's administrative rules for TMDLs (OAR Chapter 340, Division 042):

"Designated Management Agency (DMA)" means a federal, state or local governmental agency that has legal authority over a sector or source contributing pollutants, and is identified as such by the Department of Environmental Quality in a TMDL.

"Hydrologic Unit Code (HUC)" means a multi-scale numeric code used by the U.S. Geological Survey to classify major areas of surface drainage in the United States. The code includes fields for geographic regions, geographic subregions, major river basins and subbasins. The third field of the code generally corresponds to the major river basins named in OAR chapter 340, division 41. The fourth field generally corresponds to the subbasins typically addressed in TMDLs.

"Management Strategies" means measures to control the addition of pollutants to waters of the state and includes application of pollutant control practices, technologies, processes, siting criteria, operating methods, best management practices or other alternatives.

"Performance Monitoring" means monitoring implementation of management strategies, including sector-specific and source-specific implementation plans, and resulting water quality changes.

"Total Maximum Daily Load (TMDL)" means a written quantitative plan and analysis for attaining and maintaining water quality standards and includes the elements described in OAR 340-042-0040. These elements include a calculation of the maximum amount of a pollutant that a waterbody can receive and still meet state water quality standards, allocations of portions of that amount to the pollutant sources or sectors, and a Water Quality Management Plan to achieve water quality standards.

"Water Quality Management Plan (WQMP)" means the element of a TMDL describing strategies to achieve allocations identified in the TMDL to attain water quality standards. The elements of a WQMP are described in OAR 340-042-0040(4)(I).

2 TMDL

To understand the John Day Basin TMDL Implementation Plan, it is necessary to briefly discuss some of the components of a TMDL including Waterbodies, Pollutant Identification, Beneficial Uses, Target Identification, and Existing Sources.

2.1 Waterbodies: This temperature TMDL applies to all perennial and intermittent streams within the John Day Basin, including many creeks within neighboring Sherman, Jefferson, Wheeler, Grant and Gilliam Counties. Details on specific stream segments can be found in the John Day Basin TMDL.

2.2 Pollutant Identification: The TMDL published by DEQ indicates that “Heat” is the identified pollutant. Specifically, water temperature change is an expression of heat energy exchange per unit volume. The define nonpoint sources as heat originating from solar radiation received by streams, and point source via mass transfer of effluent discharge to streams.

Stream temperature is influenced by natural factors such as climate, geomorphology, hydrology, and vegetation. Human or anthropogenic heat sources may include discharges of heated water to surface waters, increases in sunlight reaching the water’s surface due to the removal of streamside vegetation and reductions in stream shading, changes to stream channel form, and reductions in natural stream flows and the reduction of cold water inputs from groundwater. The pollutant targeted in this Implementation Plan is heat from the following sources: (1) human-caused solar radiation loading increases to the stream network, as a result of alterations in near stream vegetation, channel morphology, and flow modifications; and (2) warm water of human origin, such as industrial outfalls and waste water treatment plants.

An important step in the TMDL is to perform a source assessment which quantifies the natural and anthropogenic contributions to stream heating. One anthropogenic contribution to solar radiation heat loading results from decreased stream surface shade. Decreased stream shade may be caused by near stream vegetation disturbance/removal and channel morphology changes. Other anthropogenic sources of stream warming may include stream flow reductions and warm water point source effluent discharges.

2.3 Beneficial Uses:

Human activities and aquatic species that are to be protected by water quality standards are deemed beneficial uses. Water quality standards are developed to protect the most sensitive beneficial use within a waterbody. Beneficial uses and the associated water quality criteria are generally determined by Basin and are applicable throughout the Basin. In practice, water quality standards have been set at a level to protect the most sensitive beneficial uses. The stream temperature standard applied to this Subbasin is designed to protect cold water fish (salmonids) rearing and spawning as the most sensitive beneficial use. For this TMDL, numeric criteria were developed that are specific to salmonid life stages such as spawning and rearing. Criteria were also developed for critical habitat areas that serve as the core for salmonid protection and restoration efforts.

2.4 Existing Sources of Heat:

Riparian vegetation, stream morphology, hydrology, climate, and geographic location influence stream temperature. While geographic location is outside of human control, riparian condition, channel morphology, hydrology and climate change are affected by land use activities. Human-induced heat sources can generally be classified as either Point Sources or Nonpoint Sources.

2.4.1 Point Sources: Section 502(14) of the Clean Water Act defines Point Sources of Pollution as any discernible, confined and discrete conveyance, including but not limited to any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock, concentrated animal feeding operation, or vessel or other floating craft, from which pollutants are or may be discharged. This term does not include agricultural storm water discharges and return flows from irrigated agriculture.

The John Day River Basin TMDL named three permitted NPDES discharges within the Basin. These are located in other counties. The TMDL also names 17 additional permitted discharge facilities including storm water, log ponds, and individual permits. The report states that the small sizes of discharge and controls required through the permits mean that these sources are “not likely to cause water quality impairment.”

2.4.2 Nonpoint Sources: Conversely, Nonpoint Sources of pollution are defined as any source of water pollution that does not meet the legal definition of "point source" in the Clean Water Act. Nonpoint Source pollution can be defined as pollution which cannot be traced back to a single origin or source such as stormwater runoff, water runoff from urban areas and failed septic systems.

According to the John Day Basin TMDL, crop irrigation has contributed to changes in ground water which, in turn, have resulted in the loss of channel complexity. This increases the impact of solar heating. The report also sites bank weakening caused by grazing livestock, development and travel has exacerbated conditions, including lack of shade, which intensify solar heating.

E.coli introduction from livestock, pets, septic and sewer systems and wildlife is an additional source of nonpoint pollution cited in the report.

These human-induced changes can cause streams to heat in the following manner:

- a. **Near stream vegetation disturbance or removal** reduces stream surface shading via decreased riparian vegetation height, width and/or density, thus increasing the amount of solar radiation reaching the stream surface (shade is commonly measured as percent effective shade or open sky percentage). Riparian vegetation also plays an important role in shaping the channel morphology, resisting erosive high flows and maintaining floodplain roughness. The loss of streamside vegetation was found to be the largest source of heating where temperature modeling was completed.
 - b. **Reduction of summertime flows** decrease the thermal assimilative capacity of streams, causing larger temperature increases in stream segments where flows are reduced.
 - c. **Channel modifications and widening** (increased width to depth ratios) increases the stream surface area exposed to energy processes, namely solar radiation. Channel widening decreases potential shading effectiveness of shade-producing near-stream vegetation. Loss of streamside vegetation and lack of large woody debris contribute to conditions that lead to channel widening.
-

3 Management Strategies

The establishment of appropriate management strategies to reduce pollutant loading and achieve proper load allocations is the most valuable part of a local TMDL Implementation Plan and is required by OAR. Chapter 3 (Water Quality Management Plan) of the John Day River Basin TMDL provides the framework of management strategies to attain and maintain water quality standards. The framework is designed to work in conjunction with detailed plans and analyses provided in sector-specific or source-specific Implementation Plans.

Wasco County has identified two categories of Management Strategies that will be employed to help reduce temperatures in the John Day River Basin. **Existing** management strategies include current land use regulations and various projects that are currently utilized to reduce impacts and encourage rehabilitation of riparian areas and protect the Wild and Scenic River. **Indirect** management strategies are those that the County or other DMAs can implement through planning, regulations, outreach, and / or education.

3.1 Existing Management Strategies:

3.1.1 Setbacks: The Wasco County Planning Department currently requires any new structures to meet specified setbacks from all streams. Setbacks are assigned by zone as follows:

- a. Exclusive Farm Use zone: the minimum required setback is 100 feet for fish bearing streams, 50 feet for non-fish bearing streams, and 25 feet for waterways that are not designated by the Oregon Department of Fish and Wildlife.

3.1.2 Development Permits: All development (including structures, land clearing, excavation, etc) within the Area of Special Flood Hazard as identified by the FEMA Flood Insurance Rate Map must obtain a development permit prior to commencement of any physical development activity. These developments must still be outside of the natural resource setback unless the development is an in-kind replacement of a non-conforming use, or a variance is issued. These reviews give the Planning Department an opportunity to evaluate proposed changes to the land that may impact water quality.

3.1.3 Natural Areas Overlay: The John Day River is part of Wasco County Environmental Protection District (EPD) 7, which includes additional criteria for development proposed within the overlay. This does not include Basin creeks, but does include property adjacent to the John Day River within Wasco County. Development is required to go through a conditional use process and demonstrate it does not adversely impact the River in order to be approved. Property owners must also contact the Oregon Parks and Recreation Department to notice proposed development along a Wild and Scenic River.

3.1.4 Septic Permits: All development requiring sanitary waste systems are required to receive approval from North Central Public Health. This reduces potential illegal discharge and ensures adequate sewage treatment.

3.1.5 LUCS: The Planning Department reviews activities in riparian areas for conformance with local and state regulations. For outright permitted activities not subject to setbacks, applicants are required to receive Planning Department approval in the form of a Land Use Compatibility Statement to ensure compliance with the Comprehensive Plan.

3.1.6 Code Compliance: Wasco County Code Compliance receives complaints regarding nuisance and land use violations and addresses them according to local ordinance rules. In the case of illegal discharge, Wasco County coordinates with partner agencies including DEQ and NRCS to help monitor and eliminate illegal discharge.

3.1.7 Hazardous Waste and Recycling Program: Wasco County is part of Tri-County program for reducing hazardous waste, including agricultural contaminants, from households and operations and appropriately disposing of them. These ongoing efforts reduce potential discharge into the riparian areas.

3.2 Indirect Management Strategies:

3.2.1.1 Comprehensive Plan Identification: Identifying existing Comprehensive Plan Goals and Policies that may affect thermal pollution;

3.2.1.2 LUDO Identification: Identifying existing land use regulations, conservation practices, and programs that currently protect streams from thermal pollution;

3.2.1.3 Comprehensive Plan Updates: Propose updates to the County Comprehensive plan water quality policies and strategies to provide policy-level support for the TMDL Implementation Plan.

3.2.1.4 LUDO Updates: Based on any Comprehensive Plan updates, modify the Land Use and Development Ordinance to implement water quality policy.

3.2.1.5 Outreach: Conduct outreach activities to inform the public about the functions and values of riparian areas, encourage land owners to plant easily managed shade trees near streams, and educate owners about the technical and financial resources available for restoration projects.

3.2.1.6 Appropriate Shade Trees and Plants: Develop a list of low maintenance shade trees and other plants, along with low cost planting and maintenance methods that work well within riparian areas. This strategy would help bring the County into compliance with Safe Harbor guidelines.

4 Timeline for Implementation

4.2 Indirect Management Strategies

4.2.1 Updated Comprehensive Plan Goals and Policies:

Wasco County Planning Department is in the process of updating the Comprehensive Plan (Wasco County 2040) and analyzing Goal 5 and 6 issues to develop new policies and implementation strategies that impact natural resources.

4.2.2 Identifying LUDO regulations, conservation practices, and programs: As a result of the Wasco County 2040, Comprehensive Plan Update, process, the LUDO will be updated to implement strategies. This may include new setbacks, review criteria, or other habitat considerations that impact development.

4.2.3 Outreach: Wasco County Planning Staff will develop a citizen outreach media program to inform the public about the functions and values of riparian areas. This will include educational materials produced by the Wasco County Soil and Water Conservation District.

4.2.4 Low Maintenance Shade Trees: Wasco County Planning Staff will develop a list of low maintenance shade trees, along with low cost planting and maintenance methods that work well within riparian areas.

5 Monitoring

5.1 Performance Monitoring: Wasco County will conduct performance monitoring criteria to use in evaluating the TMDL Implementation Plan. Performance monitoring includes the identification of benchmarks for each management strategy, performance measures to provide data on whether the benchmarks are being met, identification of methods and responsible parties for performance measure data collection, and reporting procedures to provide the results to County staff, the Board of Commissioners, DEQ and the public. Four performance measures have been identified.

5.1.1 Reporting and Plan Revision Procedures: Wasco County will develop an annual report on the County's progress in implementing the TMDL Implementation Plan including data for each performance measure as discussed below. This report will include data will be forwarded to DEQ by March 31st of each calendar year, for the first four years.

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- b. Stream miles rehabilitated through the Wasco County SWCD Riparian Buffer Program.
- c. Number of buildings authorized within 100 feet of streams in the EFU zones, as well as those within the Area of Special Flood Hazard.
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adequate to meet its goals, the County will propose modifications to the Plan or undertake other efforts to achieve the goals.

5.2 Public Involvement: The County conducted a public hearing before adopting this Implementation Plan. The public outreach program is intended to provide the public information on county and other programs to protect and restore riparian areas. Public involvement for other management measures will be conducted following standard county public involvement procedures.



AGENDA ITEM

Youth Services

[OYA JCP IGA](#)

[YES](#)

[YOUTH SERVICES UPDATES](#)



AGENDA ITEM

OYA JCP IGA

[OREGON YOUTH AUTHORITY JUVENILE CRIME PREVENTION BASIC
SERVICES INTERGOVERNMENTAL AGREEMENT](#)

[MOTION LANGUAGE](#)

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio tape, oral presentation, and computer disk. To request an alternate format call the State of Oregon, Oregon Youth Authority, Procurement Unit at (503) 373-7371.

**STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT
JUVENILE CRIME PREVENTION BASIC SERVICES**



Agreement #14292

This Juvenile Crime Prevention Basic Services Intergovernmental Agreement (the "Agreement") is between the State of Oregon acting by and through its **Oregon Youth Authority ("OYA" or "Agency")** and **Wasco County**, a political subdivision of the State of Oregon ("**County**").

WHEREAS, pursuant to ORS 190.110 and ORS 420A.010(6), the parties have authority to enter into intergovernmental cooperative agreements, and therefore agree to work together, focusing on the Oregon Benchmark – Preventing and Reducing Juvenile Crime, and to improve collaborative efforts.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

- 1. Effective Date and Duration.** This Agreement shall become effective as of **July 1, 2019**. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate on **June 30, 2021**.
- 2. Consideration.** The maximum, not-to-exceed compensation payable to County under this Agreement, which includes any allowable expenses, is **\$72,110.00**. Payments shall be in accordance with the requirements in Exhibit E.
- 3. Agreement Documents, Order of Precedence.** This Agreement consists of the following documents, which are listed in descending order of precedence. In the event of a conflict between two or more of these documents, the language in the document with the highest precedence shall control.

This Agreement without Exhibits

Exhibit A	Definitions
Exhibit B	Terms and Conditions
Exhibit C	Program Requirements
Exhibit D	Provider Requirements
Exhibit E	Funding
Exhibit F	Service Tracking in JJIS
Exhibit G	Service Plan

All exhibits by this reference are hereby made part of this Agreement. Exhibits A-F are attached; Exhibit G is not attached but will be on file with County and OYA.

The parties, by signature of their authorized representative, hereby acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions.

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

COUNTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT COUNTY HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS

I hereby certify and affirm I am eligible and authorized to sign this agreement on behalf of the County.

By: _____ Date: _____

Title: _____

Mailing Address: _____

Facsimile: _____

AGENCY: STATE OF OREGON, acting by and through its Oregon Youth Authority

By: _____ Date: _____
Amber Forster, Designated Procurement Officer

Mailing Address: 530 Center St. NE, Suite 500
Salem, Oregon 97301-3740

Facsimile: (503) 373-7921

Approved as to Legal Sufficiency by the **Attorney General's Office:** (Required if total amount owing under the Agreement, including amendments, exceeds or is likely to exceed \$150,000.00)

By: Exempt per OAR 137-045-0050 Date: _____
Susan Amesbury, Assistant Attorney General

Reviewed and Approved by **OYA Agreement Administrator:**

By: Via email 05102019 Date: _____
Laura Ward

Reviewed by **OYA Procurement Specialist:**

By: _____ Date: _____
Susanna Ramus

**JUVENILE CRIME PREVENTION BASIC SERVICES
INTERGOVERNMENTAL AGREEMENT
EXHIBIT A
DEFINITIONS**

As used in this Agreement, the following words and phrases shall have the indicated meanings.

1. **"Administrative Costs"** means Allowable Costs incurred by County or a Provider in administering implementation of the Service Plan, as determined in accordance with 2 CFR Part 225 and 2 CFR Part 230 (Office of Management and Budget Circulars A-87 and A-122, respectively) as revised from time to time.
2. **"Agreement"** means this Intergovernmental Agreement between OYA and County.
3. **"Allowable Costs"** means those costs that are reasonable and necessary for delivery of Services in implementation of the Service Plan as determined in accordance with 2 CFR Part 225 and 2 CFR Part 230 (Office of Management and Budget Circulars A-87 and A-122, respectively) as revised from time to time.
4. **"Claim"** has the meaning set forth in Section 15 of Exhibit B.
5. **"Client"** means any individual who receives a Service.
6. **"Close Custody Facility"** for purposes of this Agreement means OYA Youth Correctional Facilities and OYA Transition Programs.
7. **"Community Programs"** means those services and sanctions operated or administered by OYA and provided to delinquent youth outside the Close Custody Facilities. These include, but are not limited to, residential youth programs, certified family resources, individualized services, and other programs developed in accordance with the Service Plan.
8. **"County"** has the meaning set forth in the first paragraph of this Agreement.
9. **"Diversion Services"** means services outlined in the Service Plan as defined under ORS 420.017 and 420.019 and OAR 416-410-0030. Diversion Services are community based and operated to divert commitment of youth from OYA Close Custody Facilities. Funds for Diversion are paid under a separate Agreement between OYA and the Central and Eastern Oregon Juvenile Justice Consortium.
10. **"Evaluation Costs"** means Allowable Costs incurred by a County or a Provider and associated with completion of administration of risk screen, interim review, and JJIS data fields.
11. **"JCP Basic Services" or "Basic Services"** means services outlined in the Service Plan and provided under this Agreement for detention and other juvenile department services including shelter care, treatment services, graduated sanctions and aftercare for youth offenders.
12. **"JCP Basic Services Funds"** means funds provided under this Agreement for JCP Basic Services. JCP Basic Service Funds are part of the budget of the Oregon Youth Authority.
13. **"JJIS"** is the Juvenile Justice Information System administered by OYA under ORS 420A.223.
14. **"OYA"** means the Oregon Youth Authority.
15. **"Provider"** has the meaning set forth in Section 5 of Exhibit B.

16. "Service" means any service or group of related services delivered as part of Service Plan implementation.

17. "Service Plan" means the County's plan for 2019-2021 JCP Basic Services approved by OYA and developed in coordination with the Local Coordinated Comprehensive Plan, the provisions of which are incorporated herein by this reference. The Service Plan includes, by funding source, high level outcomes, services to be provided, and a budgeted amount for each service. Until the Service Plan for 2019-2021 has been developed and approved as described above, the term "Service Plan" has the meaning set forth in Exhibit C, Section 3.

18. "Supplanting" means replacing funding County would have otherwise provided to the County Juvenile Department to serve the target populations in this Agreement.

19. "Target Population for Basic Services" means youths ages 10 to 17 years of age who have been referred to a County Juvenile Department and who can benefit from services of the County Juvenile Department, including but not limited to, detention, shelter care, treatment services, graduated sanctions, and aftercare, and who have more than one of the following risk factors:

- a.** Antisocial behavior;
- b.** Poor family functioning or poor family support;
- c.** Failure in school;
- d.** Substance abuse problems; or
- e.** Negative peer association.

**JUVENILE CRIME PREVENTION BASIC SERVICES
INTERGOVERNMENTAL AGREEMENT
EXHIBIT B
TERMS AND CONDITIONS**

1. Payment and Recovery of Funds.

a. Payment Generally. Subject to the conditions precedent set forth below, OYA shall pay funds to the County as set forth in Exhibit E for performance of Services under this Agreement on an expense reimbursement basis.

b. Payment Requests and Notices. County shall send all payment requests and notices, unless otherwise specified in this Agreement, to OYA.

c. Conditions Precedent to Payment. OYA's obligation to pay funds to County under this Agreement is subject to satisfaction, with respect to each payment, of each of the following conditions precedent:

(i) OYA has received sufficient funding, appropriations and other expenditure authorizations to allow OYA, in the exercise of its reasonable administrative discretion, to make the payment.

(ii) No default as described in Section 7 of this Exhibit has occurred.

(iii) County's representations and warranties set forth in Section 2 of this Exhibit are true and correct on the date of payment with the same effect as though made on the date of payment.

(iv) OYA has received a timely written quarterly expenditure report/payment request from County on a form designated by OYA. County shall provide copies of expense documentation (such as receipts) with the quarterly expenditure report/payment request, upon the request of OYA.

(v) OYA has received from County and approved the County's Service Plan for the 2019-2021 biennium and OYA has received from County any Service Plan amendments, as applicable, as described in Exhibit C, Section 5 on or prior to the date of the payment request.

(vi) The expenditure report/payment request is received no later than 60 days after the termination or expiration of this Agreement.

d. Recovery of Funds. If payments to County by OYA under this Agreement are made in error or are found by OYA to be excessive under the terms of this Agreement, OYA, after giving written notification to the County, shall enter into nonbinding discussions with County within 15 days of the written notification. If, after discussions, the parties agree that payments were made in error or found to be excessive, OYA may withhold payments due to County under this Agreement in such amounts, and over such periods of time, as are deemed necessary by OYA to recover the amount of the overpayment. If, after discussions, the parties do not agree that payments were made in error or found to be excessive, the parties may agree to consider further appropriate dispute resolution processes, as provided in Section 29 of this Exhibit B. This Section 1.d. shall survive expiration or earlier termination of this Agreement and be fully enforceable thereafter.

(i) Subject to the debt limitations in Article XI, Section 10 of the Oregon Constitution, OYA's right to recover overpayments from County under this Agreement is not subject to or conditioned on County's recovery of any money from any other entity.

(ii) If the exercise of the OYA's right to offset under this provision requires the County to complete a re-budgeting process, nothing in this provision shall be construed to prevent the County from

fully complying with its budgeting procedures and obligations, or from implementing decisions resulting from those procedures and obligations.

(iii) Nothing in this provision shall be construed as a requirement or agreement by the County to negotiate and execute any future contract with the OYA.

(iv) Nothing in this Section 1.d shall require County or OYA to act in violation of state or federal constitutions, statutes, regulations or rules.

(v) Nothing in this Section 1.d shall be construed as a waiver by either party of any process or remedy that might otherwise be available.

2. Representations and Warranties.

a. County represents and warrants as follows:

(i). Organization and Authority. County is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. County has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.

(ii). Due Authorization. The making and performance by County of this Agreement (1) has been duly authorized by all necessary action by County and (2) does 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 County's charter or other organizational document and (3) does not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is a party or by which County may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any other governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement.

(iii). Binding Obligation. This Agreement has been duly executed and delivered by County and constitutes a legal, valid and binding obligation of County, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

(iv). Accuracy of Information. The statements made in and the information provided in connection with any applications, requests or submissions to OYA hereunder or in connection with this Agreement are true and accurate in all materials respects.

(v). Services. The delivery of each Service will comply with the terms and conditions of this Agreement and meet the standards for such Service as set forth herein, including but not limited to, any terms, conditions, standards and requirements set forth in the Service Plan.

b. OYA represents and warrants as follows:

(i). Organization and Authority. OYA has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.

(ii). Due Authorization. The making and performance by OYA of this Agreement (1) has been duly authorized by all necessary action by OYA and (2) does 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 and (3) does not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which OYA is a party or by which OYA may be bound or affected.

No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by OYA of this Agreement, other than approval by the Department of Justice if required by law.

(iii). Binding Obligation. This Agreement has been duly executed and delivered by OYA and constitutes a legal, valid and binding obligation of OYA, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

(iv). Accuracy of Information. The statements made in and the information provided in connection with any applications, requests or submissions to County hereunder or in connection with this Agreement are true and accurate in all materials respects.

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

3. Expenditure of Funds. County may expend the funds provided to County under this Agreement solely on Allowable Costs necessarily incurred in implementation of the Service Plan during the term of this Agreement, subject to the following limitations (in addition to any other restrictions or limitations imposed by this Agreement):

a. No more than 10% of the aggregate funds paid under this Agreement to County may be expended on Administrative Costs and Evaluation Costs. These limits apply in total to all County government organizational units, Providers and subcontractors. This applies to all funds paid pursuant to this Agreement. County shall record Administrative Costs on forms provided by OYA.

b. County may expend Basic Services funds solely on Basic Services.

c. County may not expend and shall prohibit all Providers from expending on the delivery of any Service, any funds provided to County under this Agreement in excess of the amount reasonable and necessary to provide quality delivery of that Service.

d. County may not use funds provided to County under this Agreement to reimburse any person or entity for expenditures made, or to pay for goods or services provided, prior to July 1, 2019 or after the termination date of this Agreement.

e. County shall not use the funds provided to County under this Agreement to supplant money otherwise provided to the County Juvenile Department for services to delinquent youth. County reductions to local funding do not constitute supplanting if the County reductions to local funding are taken proportionately across all County departments.

4. Expenditure Reports. County shall submit to OYA, on forms designated by OYA, a quarterly written detail expenditure report on the County's actual expenditures during the prior calendar quarter that are consistent with the Service Plan. County shall provide copies of expense documentation (such as receipts) with the quarterly expenditure report/payment request, upon the request of OYA. County shall retain copies of the expense documentation in accordance with Section 6 of this Exhibit B.

5. Provider Contracts. Except as otherwise expressly provided in the Service Plan, County may contract with a third person or entity (a "Provider") for delivery of a particular Service or portion thereof (a "Provider Contract") County may permit a Provider to subcontract with a third person or entity for delivery of a particular Service or portion thereof and such subcontractors shall also be considered Providers for purposes of this Agreement and the subcontracts shall be considered Provider Contracts for purposes of this Agreement. County shall not permit any person or entity to be a Provider unless the person or entity holds all

licenses, certificates, authorizations and other approvals required by applicable law to deliver the Service. The Provider Contract must be in writing and contain all provisions of this Agreement necessary for County to comply with its obligations under this Agreement and applicable to the Provider's performance under the Provider Contract, including but not limited to, all provisions of this Agreement that expressly require County to require Provider's compliance with respect thereto. County shall maintain an originally executed copy of each Provider Contract at its office and shall furnish a copy of any Provider Contract to OYA upon request.

6. Records Maintenance, Access and Confidentiality.

a. County shall maintain, and require all Providers to maintain, all fiscal records relating to this Agreement and any Provider Contract, as applicable, in accordance with generally accepted accounting principles. In addition, County shall maintain, and require all Providers to maintain, any other records (including but not limited to statistical records) pertinent to this Agreement in such a manner as to clearly document County's and each Provider's performance. County acknowledges and agrees that OYA and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal and statistical records and other books, documents, papers, plans and writings of County that are pertinent to this Agreement to perform examinations, audits and program reviews and make excerpts and transcripts. A copy of any audit or report will be made available to County. County shall retain and keep accessible all such fiscal and statistical records, books, documents, papers, plans, and writings for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and 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.

b. Unless otherwise required by law, the use or disclosure by the County and its employees and agents of any information concerning a recipient of Services, for any purpose not directly connected with the administration of the County's responsibilities with respect to such Services, is prohibited, except on written consent of the person or persons authorized by law to consent to such use or disclosure. The County shall prohibit the use or disclosure by the County's Providers and their employees and agents of any information concerning a recipient of Services provided under the applicable Provider Contracts, for any purpose not directly connected with the administration of the County's or Provider's responsibilities with respect to such Services, except on written consent of the person or persons authorized by law to consent to such use or disclosure. All records and files shall be appropriately secured to prevent access by unauthorized persons. The County shall, and shall require its Providers to, comply with all appropriate federal and state laws, rules and regulations regarding confidentiality of Client records.

c. OYA shall include a provision in its contracts with contractors who utilize information related to the Services provided under this Agreement for research purposes, providing that contractor and its subcontractors under that contract shall not release confidential information on individual youth for purposes unrelated to the administration of the contract or required by applicable law, and a provision that contractor or its subcontractors under that contract shall appropriately secure all records and files to prevent access by unauthorized persons.

d. County shall maintain and require all Providers to maintain a Client record for each youth that receives a Service.

7. County Default. County shall be in default under this Agreement upon the occurrence of any of the following events:

a. County fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein, including but not limited to, County's failure to comply with the Service Plan;

b. Any representation, warranty or statement made by County herein or in any documents or reports made by County in connection herewith that are reasonably relied upon by OYA to measure the

delivery of Services, the expenditure of funds or the performance by County is untrue in any material respect when made;

c. County (i) 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, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated a bankrupt or insolvent, (v) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (viii) takes any action for the purpose of effecting any of the foregoing; or

d. A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of County, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (iii) similar relief in respect to County 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 consecutive days, or an order for relief against County is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

8. OYA Default. OYA shall be in default under this Agreement upon the occurrence of any of the following events:

a. OYA fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein: or

b. Any representation, warranty or statement made by OYA herein or in any documents or reports made by OYA in connection herewith that are reasonably relied upon by County to measure performance by OYA is untrue in any material respect when made.

9. Termination.

a. County Termination. County may terminate this Agreement in its entirety:

(i) For its convenience, upon 90 days advance written notice to OYA.

(ii) Upon 30 days advance written notice to OYA, if OYA is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as County may specify in the notice.

(iii) Upon 45 days advance written notice to OYA, if County does not obtain funding, appropriations and other expenditure authorizations from County's governing body, federal, state or other sources sufficient to permit County to satisfy its performance obligations under this Agreement, as determined by County in the reasonable exercise of its administrative discretion.

(iv) Immediately upon written notice to OYA, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that County no longer has the authority to meet its obligations under this Agreement.

b. OYA Termination. OYA may terminate this Agreement in its entirety:

(i) For its convenience, upon 90 days advance written notice to County.

(ii) Upon 45 days advance written notice to County, if OYA does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient, in the exercise of OYA's reasonable administrative discretion, to meet the payment obligations of OYA under this Agreement.

(iii) Immediately upon written notice to County if Oregon or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that the OYA does not have the authority to meet its obligations under this Agreement or no longer has the authority to provide the funds from the funding source it had planned to use.

(iv) Upon 30 days advance written notice to County, if County is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as OYA may specify in the notice.

(v) Immediately upon written notice to County, if any license or certificate required by law or regulation to be held by County or a Provider to deliver a Service is for any reason denied, revoked, suspended, not renewed or changed in such a way that County or a Provider no longer meets requirements to deliver the Service.

(vi) Immediately upon written notice to County, if OYA determines that County or any of its Providers have or may have endangered, or are or may be endangering the health or safety of a Client or others.

10. Effect of Termination

a. Entire Agreement. Upon termination of this Agreement in its entirety, OYA shall have no further obligation to pay funds to County under this Agreement, whether or not OYA has paid to County all funds described in Exhibit E. Notwithstanding the foregoing, OYA shall make payments to reimburse County for services provided prior to the effective date of termination where such services are authorized pursuant to this Agreement and are not disputed by OYA and where the invoice was submitted within 60 days of the termination of the Agreement.

b. Survival. Notwithstanding subsection (a) above, exercise of the termination rights in section 9 of this Exhibit B or expiration of this Agreement in accordance with its terms, shall not affect County's or OYA's obligations under this Agreement or OYA's or the County's right to enforce this Agreement against County or OYA in accordance with its terms, with respect to funds actually received by County under this Agreement, or with respect to Services actually delivered. Specifically, but without limiting the generality of the preceding sentence, exercise of a termination right set forth in Section 9 of this Exhibit B or expiration of this Agreement shall not affect either party's representations and warranties, reporting obligations, record-keeping and access obligations, confidentiality obligations, contribution obligations, indemnity obligations, governing law and consent to jurisdiction, assignments and successors in interest, provider contract obligations, provider insurance obligations, ownership of intellectual property obligations, OYA's spending authority, the restrictions and limitations on County's expenditure of funds actually received by County hereunder, or OYA's right to recover from County, in accordance with the terms of this Agreement, any funds paid to County that are identified by OYA as an overpayment. If a termination right set forth in Section 9 of this Exhibit B is exercised, both parties shall make reasonable good faith efforts to minimize unnecessary disruption or other problems associated with the termination.

11. Unilateral Modification. If the Oregon Legislative Assembly, Legislative Emergency Board or Oregon Department of Administrative Services increases or decreases the amount of money appropriated or allotted for implementation of the Services under this Agreement, OYA may, by written notice to County, unilaterally increase or decrease the amount of the funding in this Agreement, in proportion to the increase or decrease in the appropriation or allotment, provided that OYA increases or decreases, in the same proportion, the funds awarded to all other counties under similar agreements, with the exception of JCP Prevention Funds awarded to minimum grant counties. In such circumstance, if requested by either party, the parties shall execute an amendment to this Agreement reflecting an increase or decrease in the funding implemented under this Section. Nothing in this Section shall limit or restrict OYA's rights under this Agreement to suspend payment of funds or to terminate this Agreement (or portion thereof as provided in Section 9 of this Exhibit B) as a result of a reduction in appropriations or allotments. This Section 11 is not applicable to any funding change that requires a different or new service to be provided. In response to a funding change pursuant to this Section 11 of the Agreement, County shall submit a new Service Plan to OYA for approval in a format and timeline prescribed by OYA. Such Service Plan shall be effective no sooner than the effective date of the funding change.

12. Notice. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, electronic mail, or mailing the same, postage prepaid to County or OYA at the address or number set forth below, or to such other addresses or numbers as either party may indicate pursuant to this Section. Any communication or notice so addressed and mailed shall be effective five (5) days after mailing. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. Any communication or notice delivered by electronic mail shall be effective on the day of notification of delivery to the recipient's e-mail system. Any communication or notice given by personal delivery shall be effective when actually delivered.

To OYA: Peter Sprengelmeyer
Oregon Youth Authority
530 Center St. NE, Suite 500
Salem, Oregon 97301-3765
Voice: (503) 373-7531
Facsimile: (503) 373-7921
E-mail: Peter.Sprengelmeyer@oya.state.or.us

To County: Molly Rodgers
Wasco County
202 E 5th St
The Dalles, Oregon 97058
Voice: (541) 506-2660 (ext.2)
Facsimile: (541) 506-2661
E-Mail: mollyr@co.wasco.or.us

The supervising representatives of the parties for purposes of this Agreement are indicated above. Should a change in Agency's or County's representative become necessary, Agency or County will notify the other party of such a change in writing. Such change shall be effective without the necessity of executing a formal amendment to this Agreement.

13. 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 shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

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

15. 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 (and/or any other agency or department of the State of Oregon) and County that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a Circuit Court in 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, from any Claim or from the jurisdiction of any court. COUNTY, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

16. Compliance with Applicable Law. Both parties shall comply and County shall require all Providers to comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the delivery of Services. Without limiting the generality of the foregoing, the parties expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act portion of the American Recovery and Reinvestment Act of 2009 (ARRA), including the Privacy and Security Rules found at 45 CFR Parts 160 and 164, as the law and its implementing regulations may be updated from time to time; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; (x) all state laws requiring reporting of Client abuse and (xi) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including County, that employ subject workers who provide Services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. County shall require that all Providers comply with these requirements and obtain any insurance required elsewhere in this Agreement.

17. Assignments, Successors in Interest.

a. County shall not assign, delegate, or transfer its interest in this Agreement without prior written approval of OYA. Any such assignment or transfer, if approved, is subject to such conditions and provisions as the OYA may deem necessary. No approval by the OYA of any assignment or transfer of interest shall be deemed to create any obligation of the OYA in addition to those set forth in the Agreement.

b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.

18. No Third Party Beneficiaries. OYA and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that County's performance under this Agreement is solely for the benefit of OYA to assist and enable OYA to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the

general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

19. Integration and Waiver. This Agreement, including all of its Exhibits, constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. The remedies provided herein are cumulative and not exclusive of any remedies provided by law. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.

20. Amendment. No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by all the parties except as provided in Section 11 of this Exhibit B and Sections 3.a and 5.d of Exhibit C, and in any event no such amendment, modification, or change of terms shall be effective until all approvals required by law have been obtained from the Department of Justice. Such amendment, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.

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

22. Construction. The provisions in this Agreement are the product of extensive negotiations between the State of Oregon and representatives of county governments. The provisions of this Agreement are to be interpreted and their legal effects determined as a whole. An arbitrator or court interpreting this Agreement shall give a reasonable, lawful and effective meaning to the Agreement to the extent possible, consistent with the public interest.

23. Contribution

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

b. With respect to a Third Party Claim for which the State is jointly liable with the County (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the County in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the County on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the 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. The State'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.

c. With respect to a Third Party Claim for which the County is jointly liable with the State (or would be if joined in the Third Party Claim), the 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 the State in such proportion as is appropriate to reflect the relative fault of the County on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the County on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The 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.

24. Limitation of Liabilities. EXCEPT FOR LIABILITY OF DAMAGES ARISING OUT OF OR RELATED TO SECTION 23 OF THIS EXHIBIT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

25. Ownership of Intellectual Property.

a. Except as otherwise expressly provided herein, or as otherwise provided by state or federal law, OYA will not own the right, title and interest in any intellectual property created or delivered by County or a Provider in connection with the Services. With respect to that portion of the intellectual property that the County owns, County grants to OYA a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (i) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (ii) authorize third parties to exercise the rights set forth in Section 25.a(i) on the OYA's behalf, and (iii) sublicense to third parties the rights set forth in Section 25a(i).

b. If state or federal law requires that OYA or County grant to the United States a license to any intellectual property or if state or federal law requires that OYA or the United States own the intellectual property, then County shall execute such further documents and instruments as OYA may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or OYA. To the extent that OYA becomes the owner of any intellectual property created or delivered by County in connection with the Services, the OYA will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to County to use, copy, distribute, display, build upon and improve the intellectual property.

c. County shall include in its Provider Contracts terms and conditions necessary to require that Providers execute such further documents and instruments as OYA may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law or otherwise requested by OYA.

26. Force Majeure. Neither OYA nor County shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes or war which is beyond the reasonable control of OYA or County, respectively. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

27. HIPAA Compliance. To the extent applicable, County shall deliver Services in compliance with the Health Insurance Portability and Accountability Act as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act portion of the American Recovery and Reinvestment Act of 2009 (ARRA), and the federal regulations implementing the Act, including the Privacy and Security Rules found at 45 CFR Parts 160 and 164, as the law and its implementing regulations may be updated from time to time

(collectively referred to as HIPAA). County shall comply and require all Providers to comply with the following:

a. 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 County and OYA for purposes directly related to the provision of Services. However, County shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate any applicable privacy rules.

b. Consultation and Testing. If County reasonably believes that County's delivery of Services under this Agreement may result in a violation of HIPAA requirements, County shall promptly consult with OYA.

28. Criminal History Checks. The County shall ensure that any person having direct contact with OYA youth offenders under this Agreement has passed a criminal history check and meets OYA's criminal history records check standards as set forth in OAR 416-800-0000 to 416-800-0095 before the person provides unsupervised services under this Agreement.

Any person that has not yet passed a criminal history check must be supervised by a person who has passed such a test and does meet such standards when having direct contact with OYA youth offenders under this Agreement.

29. 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.

**JUVENILE CRIME PREVENTION BASIC SERVICES
INTERGOVERNMENTAL AGREEMENT
EXHIBIT C
PROGRAM REQUIREMENTS**

1. Outcomes. County shall develop and implement its Service Plan for Juvenile Crime Prevention Basic Services with the goal of achieving the high level outcome of reducing juvenile recidivism.

2. JCP Basic Services Target Population and Funded Services. County shall target its Basic Services to the Target Population for Basic Services.

a. JCP Basic Services Target Population are youths 10 to 17 years of age who have been referred to a County Juvenile Department and have more than one of the following risk factors:

- (i) Antisocial behavior.
- (ii) Poor family functioning or poor family support.
- (iii) Failure in school.
- (iv) Substance abuse problems.
- (v) Negative peer associations.

b. JCP Basic Services funds provide primary County Juvenile Department services and sanctions that prevent the highest risk local youth offenders from re-offending in the community, including but not limited to, detention, shelter, treatment services, graduated sanctions, and aftercare.

3. Service Plans

a. Service Plan Submission. County shall submit a written JCP Basic Services Plan in a format and within the timeline prescribed by OYA. County and OYA shall work in good faith to modify the draft Service Plan so that it is acceptable to both parties and approved by OYA. Upon agreement, County shall implement Services according to the agreed-upon Service Plan. The Service Plan on file with OYA on the effective date of this Agreement is the Service Plan for the 2017-2019 biennium. Until the Service Plan for the 2019-2021 biennium has been approved by the OYA and is on file with the OYA, the Service Plan for the 2017-2019 biennium shall remain in effect and County shall continue to provide Services under that Plan; once the Service Plan for the 2019-2021 biennium has been approved by OYA and is on file with OYA, it shall replace the Service Plan for the 2017-2019 biennium and be incorporated into and be a part of this Agreement in accordance with Section 3 of this Agreement, without any further action on the part of the parties.

(i) The Service Plan shall include a budgeted amount for each service which will be the basis for the quarterly invoicing on OYA's prescribed format for Expenditure Reporting/Request For Payment as described in Exhibit B, Section 4.

(ii) All funded services must focus on supporting the high level outcome in Section 1 of this Exhibit C.

b. Service Plan Implementation. County shall implement, or through Providers shall require to be implemented, the JCP Basic Services portion of the Service Plan as developed in 3.a. of this Section.

c. Evidence-Based Services and Programs. County shall work with OYA to develop a process to ensure that programs and services funded under this Agreement are appropriate and workable and meet the guidelines of evidence-based programs and cost effectiveness. County shall work with OYA to develop a reporting process on County's evidence-based programs and services funded under this Agreement. County shall submit to OYA such reports on County's evidence-based programs and services funded under this Agreement at such frequency as may be requested by OYA.

4. Cultural Competency. County shall deliver all Services and require all Providers to deliver Services in a culturally competent and gender appropriate manner.

5. Amendment to Service Plan

All amendments to the Service Plan shall be in a format prescribed by OYA. County must obtain OYA approval for an amendment that makes any significant change in the Service Plan. A significant change in the Service Plan includes but is not limited to any funding change in the categories of services outlined in the Service Plan. County shall follow the following requirements if it desires to change the Service Plan:

a. The Service Plan budget may be amended to change allocations between categories of services while staying within the not-to-exceed Grand Total listed in Exhibit E.

b. County shall submit to OYA for review and approval any change(s) to the Service Plan budget aggregating 10% or greater of the total original budget, counting the requested change and all previous changes to the Service Plan budget. Any such change(s) will not be effective without OYA's prior written approval.

c. County shall submit written notification to OYA for any change(s) to the Service Plan budget aggregating less than 10% of the total original budget, counting the requested change and all previous changes to the Service Plan budget. This notification shall contain the substance of the change(s) and will be reviewed by OYA.

d. All changes to the Service Plan budget which comply with Sections 5.a and 5.b, or that comply with Sections 5.a and 5.c, shall be on file with OYA and shall become a part of the Service Plan and this Agreement from the effective date of the budget amendment without the necessity of executing a formal amendment to this Agreement. For purposes of this Section, the effective date of a Service Plan budget amendment is the date the Service Plan budget amendment is approved or notification is received by OYA, as applicable.

6. Grievance System. During the term of this Agreement, County shall establish and operate a system through which Clients receiving Services, and the Clients' parents or guardians, may present grievances about the delivery of the Services. At the time arrangements are made for delivery of Services to a particular Client, County shall advise the Client and the parents or guardian of the Client of the existence of this grievance system. County shall notify OYA of all unresolved grievances.

7. Reporting and Documentation

a. During the term of this Agreement, County shall provide OYA with the necessary service information to track treatment and accountability services in JJIS, as defined by JJIS policy, Exhibit F "Service Tracking in JJIS" as it may be from time to time amended, or by service extracts, for progress in achieving the high level outcomes. This also applies to providing information on funded services not tracked in JJIS.

b. In addition to the other reporting requirement of this Agreement, during the term of this Agreement, the County shall ensure that all OYA required data fields are entered into JJIS, unless a different process is approved by OYA.

c. If the County fails to meet any of the reporting requirements, OYA may conduct a performance review of the County's efforts under the Service Plan in order to identify ways in which the Service Plan may be improved. If, upon review, OYA determines that there are reasonable grounds to believe that County is not in substantial compliance with the Service Plan or this Agreement, OYA may notify the County regarding the alleged noncompliance and offer technical assistance, which may include peer review or

other assistance, to reach such compliance. Nothing in this Section shall be construed to limit or restrict any OYA right arising out of County's default, as described in Exhibit B.

8. Youth Specific Reporting and Required Documentation

a. For all youth from County committed to OYA for community placement or placement in a Close Custody Facility during the term of this Agreement, the County must provide the following to OYA at the time of commitment:

(i) A reformation plan or case plan that has been approved by OYA. County shall ensure that the reformation plan or case plan accompanies the youth from the County at the time of commitment to OYA for community placement or placement in a Close Custody Facility.

(ii) Risk data derived from either a JCP Risk Screen tool or the OYA Risk/Needs Assessment tool.

(iii) Documentation of any mental health treatment;

(iv) Past and current prescribed psychotropic medication history;

(v) Past and existing suicidal ideation and behaviors;

(vi) All other information known to the County of behaviors that may be a risk of harm to youth offender or others;

(vii) Documentation of any medical information or developmental disability that might affect youth offender's ability to participate in activities or treatment.

b. County shall enter all youth specific service data in JJIS that is required for tracking services under this Agreement.

9. Other Agreement Requirements.

a. At a minimum, the Contractor shall ensure the following processes are available to support the Service Plan:

(i) Disposition of parole violations;

(ii) Community Programs;

(iii) Plan for providing detention back-up and back up to Community Programs;

(iv) A process for making Close Custody Facility placement and parole decisions in accordance with the Service Plan;

(v) Preliminary Revocation Hearings in the community to determine probable cause for a revocation to an OYA Close Custody Facility. Contractor shall provide the hearing report to the Close Custody Facility in which the youth resides within 72 hours after the youth's arrival at the Close Custody Facility. County shall ensure that the hearings are conducted in accordance with OAR 416-300-0000 et seq. and other applicable state and federal law.

**JUVENILE CRIME PREVENTION BASIC SERVICES
INTERGOVERNMENTAL AGREEMENT
EXHIBIT D
PROVIDER REQUIREMENTS**

1. Indemnification by Providers

County shall take all reasonable steps to cause its Provider(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 County's Provider or any of the officers, agents, employees or subcontractors of the Provider ("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 Provider from and against any and all Claims.

2. Provider Insurance Requirements

A. GENERAL.

County shall require its first tier Provider(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the Providers perform under contracts between County and the Providers (the "Provider Contracts"), and ii) maintain the insurance in full force throughout the duration of the Provider Contracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. County shall not authorize Providers to begin work under the Provider Contracts until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County shall incorporate appropriate provisions in the Provider Contracts permitting it to enforce Provider compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Provider Contracts as permitted by the Provider Contracts, or pursuing legal action to enforce the insurance requirements. In no event shall County permit a Provider to work under a Provider Contract when the County is aware that the Provider is not in compliance with the insurance requirements. As used in this section, a "first tier" Provider is a contractor with which the County directly enters into a contract. It does not include a subcontractor with which the Provider enters into a contract.

B. TYPES AND AMOUNTS.

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Provider, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Provider shall

require and ensure that each of its subcontractors complies with these requirements. If Provider is a subject employer, as defined in ORS 656.023, Provider shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Provider is an employer subject to any other state's workers' compensation law, Provider 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 contract, 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 \$2,000,000.

AUTOMOBILE LIABILITY INSURANCE:

☒ **Required** ☐ **Not required**

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

PROFESSIONAL LIABILITY:

☒ **Required** ☐ **Not required**

Professional Liability insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under the Provider Contract by the Provider and Provider's subcontractors, agents, officers or employees in an amount not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Provider shall provide Tail Coverage as stated below.

PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE:

☒ **Required** ☐ **Not required**

Abuse and Molestation Insurance in a form and with coverage that are satisfactory to the State 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 Provider is responsible including but not limited to Provider and Provider's employees and volunteers. Policy endorsement's definition of an

insured shall include the Provider, and the Provider'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. Coverage can be provided by a separate policy or as an endorsement to the commercial general liability or professional liability policies. The 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.

EXCESS/UMBRELLA INSURANCE:

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

ADDITIONAL COVERAGE REQUIREMENTS:

Provider's insurance shall be primary and non-contributory with any other insurance. Provider shall pay for all deductibles, self-insured retention and self-insurance, if any.

ADDITIONAL INSURED:

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under the Provider Contract 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 Provider's activities to be performed under the Provider Contract. 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 Provider'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.

WAIVER OF SUBROGATION:

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

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, Provider 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 the Provider Contract, for a minimum of 24 months following the later of (i) Provider's completion and County's acceptance of all Services required under the Provider Contract, or, (ii) County's or Provider termination of Provider Contract, or, (iii) The expiration of all warranty periods provided under the Provider Contract.

CERTIFICATE(S) AND PROOF OF INSURANCE:

County shall obtain from the Provider a Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Contract. 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 Contract.

NOTICE OF CHANGE OR CANCELLATION:

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

INSURANCE REQUIREMENT REVIEW:

Provider agrees to periodic review of insurance requirements by Agency under this agreement and to provide updated requirements as mutually agreed upon by Provider and County.

STATE ACCEPTANCE:

All insurance providers are subject to Agency acceptance. If requested by Agency, Provider 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 D.




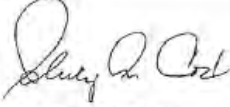
**JUVENILE CRIME PREVENTION BASIC SERVICES
INTERGOVERNMENTAL AGREEMENT
EXHIBIT E
FUNDING**

SERVICE	TOTAL
JCP BASIC	\$72,110.00

The amount indicated as the Total above represents the maximum amount that OYA may pay to County under this Agreement. This amount is not a firm, fixed amount unconditionally guaranteed to be provided to County, but is a not-to-exceed amount expected to be available for allowable payments to County for performing the Services set forth in the Plan and other provisions of this Agreement.

EXHIBIT C – SERVICE TRACKING IN JJIS

This Policy Statement "Service Tracking in JJIS" may be updated from time to time. County is responsible for checking OYA's Public website at <http://www.jjis.state.or.us/policy/servicetracking.htm> for the most current version. Below is an example of the Policy Statement current as of the date of this Agreement. Any additional forms listed within the example can be accessed by accessing the website listed above and following the associated links.

Oregon Juvenile Justice Information System Policy Statement		
  		
Service Tracking in JJIS		
Approved:  Philip Cox, Co-Chair JJIS Steering Committee	Effective Date:	1/16/2013
	JJIS Steering Committee Approval:	12/19/2012
	JJIS Policy & Standards Committee Approval:	8/22/2012
	Supersedes:	
REFERENCE:		
PURPOSE:	<ul style="list-style-type: none">To provide a standard for consistency in tracking services in JJIS;To provide a threshold for a view of current juvenile justice practice;To provide a foundation to compare trends in key service areas over time; andTo establish a foundation to develop capacity to measure results based on evidence	
DEFINITIONS:	Services are classified in JJIS according to Program Type as described below. Services are organized activities or programs designed to hold youth accountable for behavior or provide treatment, skills and capacities to change behavior.	

Program Type	Definition
Accountability	Services designed to provide a consequence or an accountability experience for a youth. Examples include extended detention, community service, and restitution. Includes services designed to provide alternative service coordination for accountability experiences such as Sanction Court, Peer Court and Youth Court.
Competency Development	
Educational	Elementary and secondary education programs and services designed to assist a youth in obtaining either a high school diploma or a GED.
Independent Living	Services designed to assist a youth transition into independent living.



Program Type	Definition
Skill Development – Non-Residential	Non-residential services that assist youth in changing values, attitudes and beliefs in order to demonstrate pro-social thinking and behavior and in developing life skills and competencies for pro-social thinking and behavior. Interventions in this category include Anger Management, Conflict Resolution, Effective Problem Solving, Cognitive Restructuring.
Skill Development – Residential	Residential services that assist youth in changing values, attitudes and beliefs in order to demonstrate pro-social thinking and behavior and in developing life skills and competencies for pro-social thinking and behavior. Interventions in this category include Anger Management, Conflict Resolution, Effective Problem Solving, Cognitive Restructuring.
Therapeutic Foster Care	Foster care in homes with foster parents who have been trained to provide a structured environment that supports youth's learning social and emotional skills.
Vocational	Services to teach basic vocational skills, career exploration, skills and vocational assessment, vocational training, work experience, work readiness and life skills related to maintaining employment.
Family	
Family Counseling	General family counseling services.
Family Education	Family & Parent Training and Education services. This category excludes family mental health programs and multi-dimensional family services like Family Counseling, Multi-Systemic Therapy & Functional Family Therapy.
Functional Family Therapy	Empirically based family intervention services for youth and their families, including youth with problems such as conduct disorder, violent acting-out, and substance abuse. Service is conducted both in clinic settings as an outpatient therapy and as a home-based model.
Multi-Systemic Therapy	Empirically based family intervention service for youth and their families that works on multi-systems within the family and extended family structure.
Fire Setter	
Fire Setter – Non-Residential	Non-residential treatment services for youth with inappropriate or dangerous use of fire.
Fire Setter – Residential	Residential treatment services for youth with inappropriate or dangerous use of fire.



Program Type	Definition
Gang	
Gang – Non-Residential	Non-residential services designed to address juvenile gang related behavior, membership and affiliation.
Gang – Residential	Residential services designed to address juvenile gang related behavior membership and affiliation.
Mental Health	
Mental Health – Non-Residential	Non-residential and aftercare services designed to treat specific DSM-IV Mental Health diagnoses.
Mental Health – Residential	Residential services designed to treat specific DS-MIV Mental Health diagnoses.
Co-Occurring	
Co-Occurring – Non-Residential	Non-residential and aftercare services designed to treat youth with co-occurring specific DS-MIV Mental Health diagnoses and substance abuse issues.
Co-Occurring – Residential	Residential services designed to treat youth with co-occurring specific DS-MIV Mental Health diagnoses and substance abuse issues.
Sex Offender	
Sex Offender – Non Residential	Non-residential services designed to address juvenile sex offending behavior and prevent subsequent behavior.
Sex Offender – Residential	Residential services designed to address juvenile sex offending behavior and prevent subsequent behavior.
Substance Abuse	
Substance Abuse - Non-Residential	Non-residential services designed to address juvenile substance abuse and assist youth in avoiding substance abuse and/or chemical dependency. Interventions include Drug Courts, DUI Impact Panels, Substance Abuse Education and Support Groups and Outpatient Treatment or after care.
Substance Abuse - Residential	Residential services designed to address juvenile substance abuse and assist youth in avoiding substance abuse and/or chemical dependency.



Other Youth Services	
Drug Court	Specialized courts designed to handle cases involving substance abuse where the judiciary, prosecution, defense, probation, law enforcement, mental health, social service and treatment communities work together to break the cycle of addiction. Offenders agree to take part in treatment, regular drug screenings, and regular reporting to the drug court judge.
Mentoring	Services foster a relationship over a prolonged period of time between a youth and older, caring, more experienced individuals who provide help to the younger person to support healthy development.
Other – Residential	Residential services which are unable to be categorized with any of the existing categories.
Other – Youth Services	Other services which are unable to be categorized with any of the existing categories.
Victim Related	Services other than Restitution or Community Service that assist youth in developing empathy for victims of their crimes and provide opportunities to repair harm. Interventions in this category include Victim Impact Panels, Victim Offender Mediation.
Wrap Around	Planning process designed to create individualized plans to meet the needs of children and their families by utilizing their strengths. The exact services vary and are provided through teams that link children, families and foster parents and their support networks with child welfare, health, mental health, educational and juvenile justice service providers to develop and implement comprehensive service and support plans.
Assessment	Assessments and evaluations performed to help identify the need for specialized services.
Foster Care	Foster care
Medical	Medical services such as medication management, routine physicals and dental exams, tattoo removal services and other medical care.

**POLICY:**

Tracking and reporting on services provided to youth by Oregon's juvenile justice system provides a view of current juvenile justice practice, creates a preliminary framework to develop means of analyzing results in the future, and moves the juvenile system toward evidence-based practices.

Tracking**Required Tracking**

All youth specific competency development, treatment services, and designated youth services funded with state Prevention, Basic, and Diversion funds and all OYA paid services in the following Program Types will be tracked in JJIS:

- Competency Development
 - Educational
 - Independent Living
 - Skill Development – Non-Residential
 - Skill Development – Residential
 - Therapeutic Foster Care
 - Vocational
- Family
 - Family Counseling
 - Family Education
 - Functional Family Therapy
 - Multi-Systemic Therapy
- Fire Setter
 - Fire Setter – Non-Residential
 - Fire Setter – Residential
- Gang
 - Gang – Non-Residential
 - Gang – Residential
- Mental Health
 - Mental Health – Non- Residential
 - Mental Health – Residential
- Co-Occurring
 - Co-Occurring – Non-Residential
 - Co-Occurring – Residential
- Sex Offender



	<ul style="list-style-type: none"> □ Sex Offender – Non-Residential □ Sex Offender – Residential • Substance Abuse <ul style="list-style-type: none"> □ Substance Abuse - Non-Residential □ Substance Abuse - Residential • Other Youth Specific Services <ul style="list-style-type: none"> □ Drug Court □ Mentoring □ Other Residential □ Other Youth Services □ Victim Related □ Wrap Around <p>At a minimum, the Service Start Date, End Date and Completion Status will be tracked consistent with local policy, using at least one of three JJIS features:</p> <ul style="list-style-type: none"> □ Services □ Case Plan Interventions □ Programs attached to Conditions <p>In the event that multiple features have been used to track the same program with overlapping dates, JJIS will create a summary Service Episode record for reporting.</p> <p>Services tracked in other JJIS features, such as Population Groups, will not be recognized in reports designed to analyze service records because the data will not be standardized with appropriate reporting attributes.</p> <p>Unless otherwise approved to provide a comparable data file to include with reports, only those services tracked in one of the three approved features will be recognized in statewide JJIS reports. The annual published report will include only accountability, competency development, and treatment services.</p> <p>Subject to local policy, service dosage, attendance, and participation may be tracked using the Attendance Tracking feature.</p> <p><u>Optional Tracking</u></p> <p>Service tracking is not required for the following basic and infrastructure services, but may be tracked according to local protocol.</p> <ul style="list-style-type: none"> • Accountability services designed to provide a consequence or an accountability experience for a youth. <ul style="list-style-type: none"> □ Community Service □ Work Crews
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	<ul style="list-style-type: none"> ○ Restitution Programs • Accountability services designed to provide alternative service coordination for accountability experiences <ul style="list-style-type: none"> ○ Sanction Court ○ Peer Court ○ Youth Court • Basic and Intensive supervision; offense specific caseloads; intensive monitoring • * Basic pre-adjudicatory detention, detention sanctions, extended detention, and basic shelter care <p>* Detention and shelter based treatment programs may be tracked as service separate from the custody episode.</p> <p><u>Non-trackable Services</u></p> <ul style="list-style-type: none"> • Other Basic Services <ul style="list-style-type: none"> ○ Assessments and Evaluations ○ Medical Services ○ Activity Fees ○ Clothing Vouchers ○ Education (including GED Testing and Tutoring) ○ Electronic Monitoring & Tracking ○ Medication ○ **Polygraphs ○ School Liaison Counselor ○ Service Coordination ○ Translation Services ○ Transportation & Gas Voucher ○ **UA's <p>** Polygraphs and UA's results may be tracked in Conditions.</p> <p><u>Monitoring Data Integrity</u></p> <p>Monitor Administrative - Set Up</p> <p>OYA and county juvenile departments will review the providers and programs set up in JJIS at least annually to assure proper Program Type classification, accurate visibility to users in the drop down lists, and other optional reporting attributes. OYA and counties share provider and programs and it is essential that these attributes be set up correctly in order to assure accurate reporting.</p>
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	<p>Counties programs also have a funding reporting attribute called Report Option – which identifies how a program is funded for a particular county during a specified date range. This is the only attribute that provides the opportunity to report on programs funded with state Diversion, Basic, and Prevention dollars and must be maintained. Counties are responsible to assure their Report Options are accurate.</p> <p>OYA's Diversion Specialist will facilitate an annual audit of county programs in JJIS to assure consistency with the annual Diversion and Basic plans, and will provide a copy of the annual inventory to the state office responsible for administering state Prevention funds to assure consistency with the Prevention plans.</p> <p>JJIS Report 562 – Active Program Report Options and Visibility can be used to monitor the administrative set up for a specific office.</p> <ul style="list-style-type: none"> • http://www.jjis.state.or.us/reports/details/detail00562.htm <p>Monitor Service Tracking</p> <p>A variety of reports have been developed to monitoring tracking throughout the year. Offices will use these reports to assure that services intended to be tracked are tracked.</p> <p>Data provided via a data file, instead of recorded in JJIS, will be included in these reports only if the data file has been submitted to the OYA Information System Reports team prior to the scheduling of the report in the format and within the timeline established by team.</p> <p>JJIS Report 363 – Program History Summary Extract – can be used to monitor service tracking data entry. This data extract can be scheduled for active during a date range, started during a date range, or ended during a date range for a specific reporting category and for a specific agency.</p> <ul style="list-style-type: none"> • http://www.jjis.state.or.us/reports/details/detail00363.htm <p>Attendance Tracking</p> <p>JJIS maintains a comprehensive Attendance Tracking feature to provide a way to document youth attendance and progress in a number of defined program sessions, and can be used to document group and individual treatment sessions. Offices will implement this feature subject to local policy. Offices that implement this feature are responsible to maintain the Program Course Definitions that are required to manage its use.</p>
<u>PROCEDURES:</u>	<p>Tracking Services</p> <ol style="list-style-type: none"> 1. Determine which JJIS feature the office will use to track services: <ul style="list-style-type: none"> ○ Services ○ Case Plan Interventions



	<p>o Programs on Conditions</p> <ol style="list-style-type: none"> 2. Determine when service will be tracked in JJIS – when service is opened, when service is closed, when case is closed. Services tracked when the case is closed might be excluded from reports. 3. Determine local protocol for who will enter the services. 4. Train staff on local policy and protocol. <p>Maintaining Provider/Programs in JJIS</p> <ol style="list-style-type: none"> 1. Conduct an annual inventory of Providers and Programs in JJIS. 2. Verify the program is still active for the office and other reporting attributes. 3. Submit changes to the JJIS Help Desk via the appropriate Provider/Program Request Form. Requests for new programs and requests to inactivate or remove visibility from a program must be initiated with the form. <p>Maintaining Attendance Tracking Course Definitions</p> <ol style="list-style-type: none"> 1. Conduct an annual inventory of active Course Definitions in JJIS. 2. Verify the course and course definitions are still active for the office. 3. Submit requests for new program course descriptions or changes to existing descriptions to the JJIS Help Desk the appropriate Provider/Program Request Form. Requests to inactivate an existing course description may be submitted by an authorized representative from your office to the JJIS Help Desk by email.
<u>FORMS:</u>	<ul style="list-style-type: none"> • OYA Provider Program and Course Definition Request Form (YA 1751) • JJIS Form 10a and 10b Instructions • JJIS Form 10a – County Provider Program Request Form (new program) • JJIS Form 10b – County Program Form (mass entry/annual review)



MOTION

SUBJECT: OYA JCP IGA

I move to approve Juvenile Crime Prevention Basic Services IGA #14292 between Oregon Youth Authority and Wasco County.



AGENDA ITEM

Youth Empowerment Shelter

[SERVICES & RESOURCES RECEIVED BY RESIDENTS](#)

[SERVICES RECEIVED BY Y.E.S.](#)

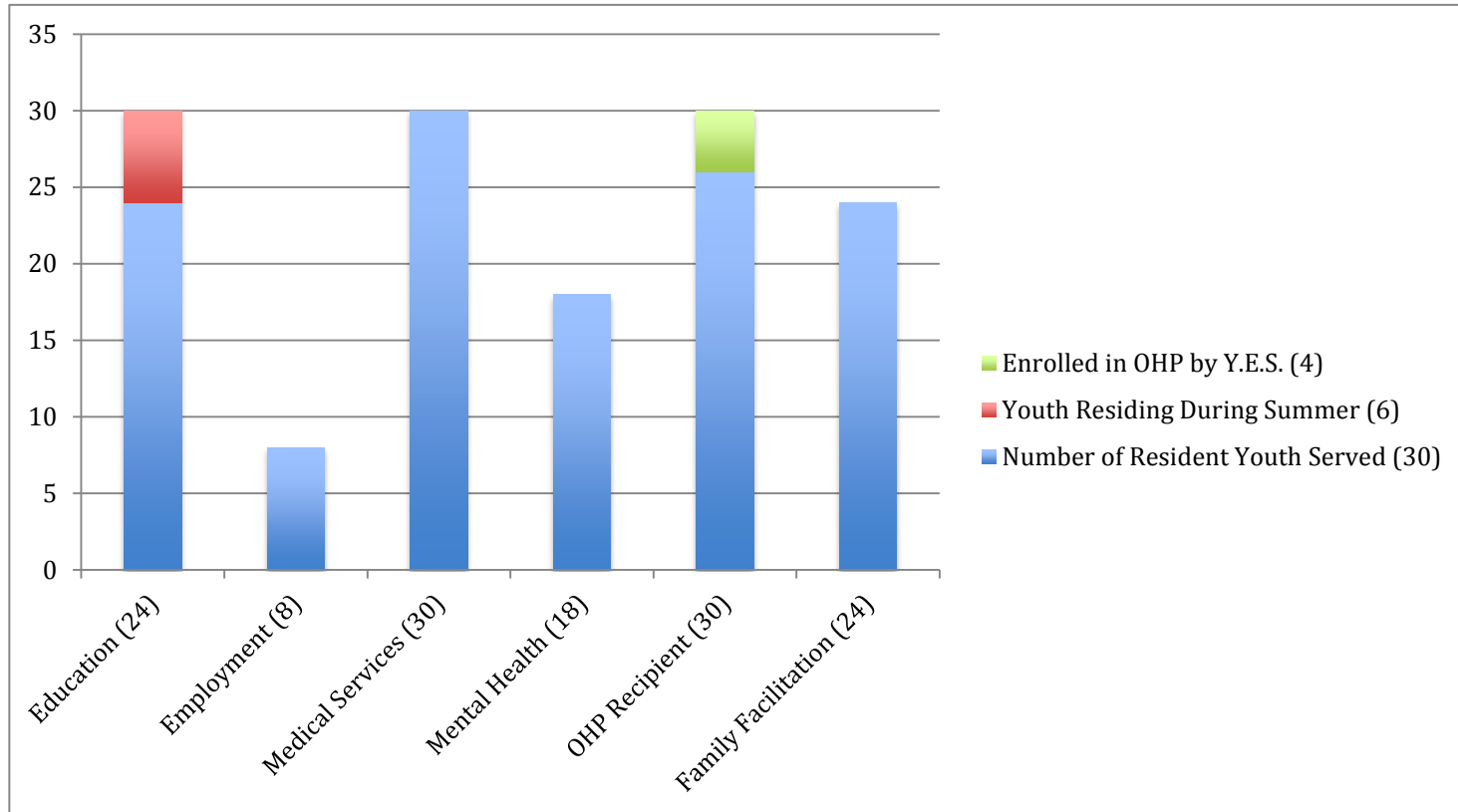
[ETHNICITY OF YOUTH SERVED](#)

[GENDER DISTRIBUTION OF YOUTH SERVED](#)

[MONTHLY INCOME/EXPENSES](#)

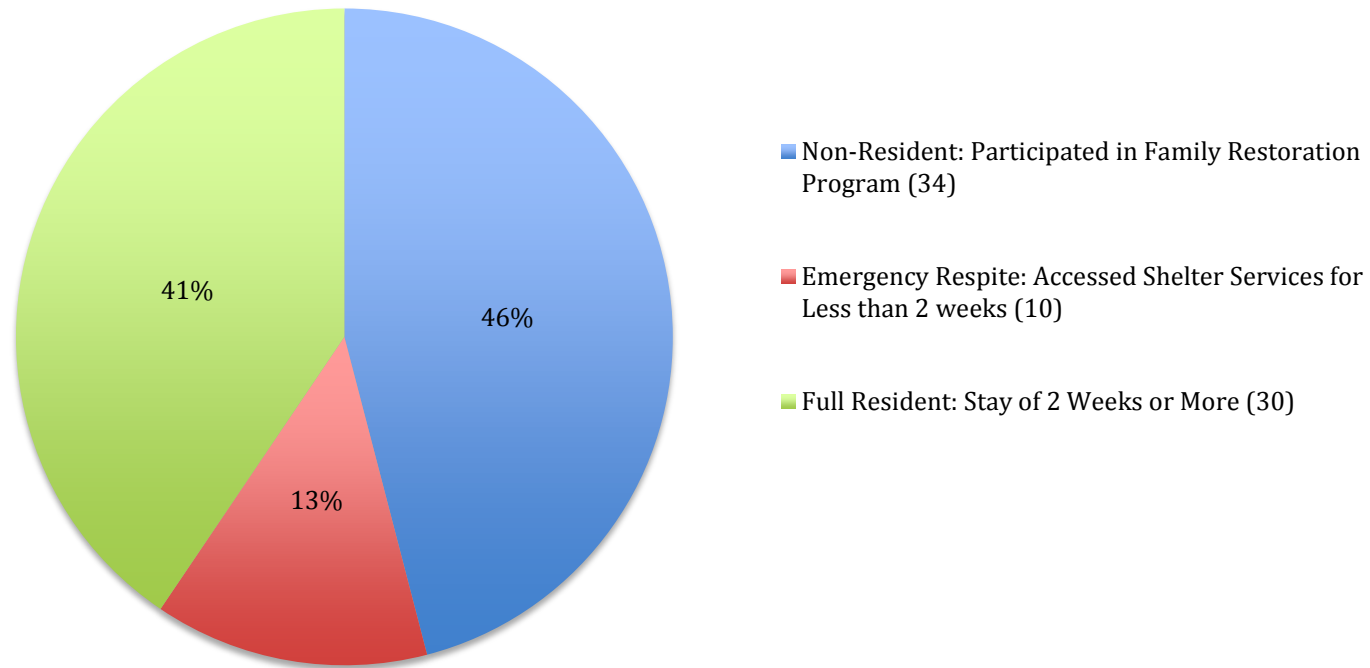
Services & Resources Received by Y.E.S. Residents Total 30

(Aug 2016-Dec 2018)



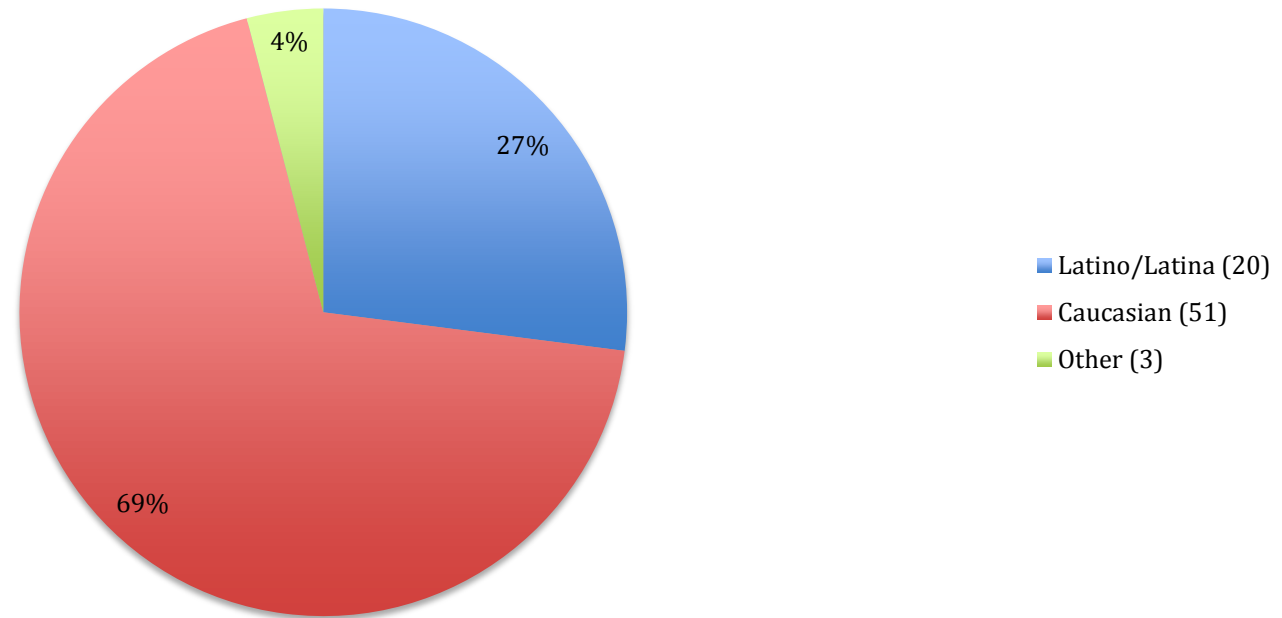
Each youth at Y.E.S. has an ISP (Individual Service Plan) which includes basic services in cooperation with local partners. These local partners include MCCFL, DHS, One Community Health, WCYS, TDHS, Wahtonka CS, B2H, CGCC, TND, and others.

Category of Services Received by Y.E.S. Total 74
(Aug 2016-Dec 2018)



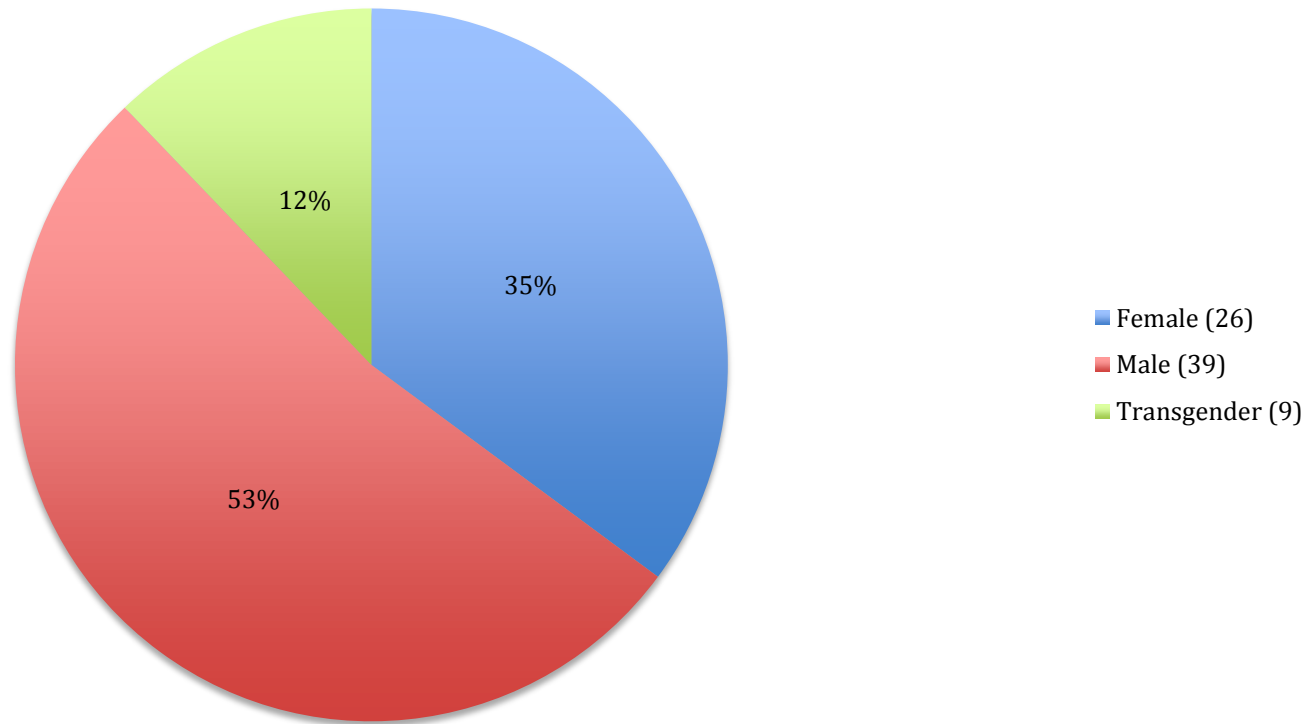
Forty-six percent of the youth served were reunited with family within 48 hours. Fifty-nine percent of the youth served were reunited with family with no (or a very brief) stay at the Shelter. According to community partners, particularly law enforcement, emergency respite is a significant service that is preventative of escalated domestic violence.

Ethnicity of Youth Served by Y.E.S. Total: 74
(Aug 2016-Dec 2018)



Sixty-nine percent of the youth served at Y.E.S. have been Caucasian. Twenty-seven percent Latino. Four percent Native.

Gender Distribution of Youth Served by Y.E.S. Total 74
(Aug 2016-Dec 2018)

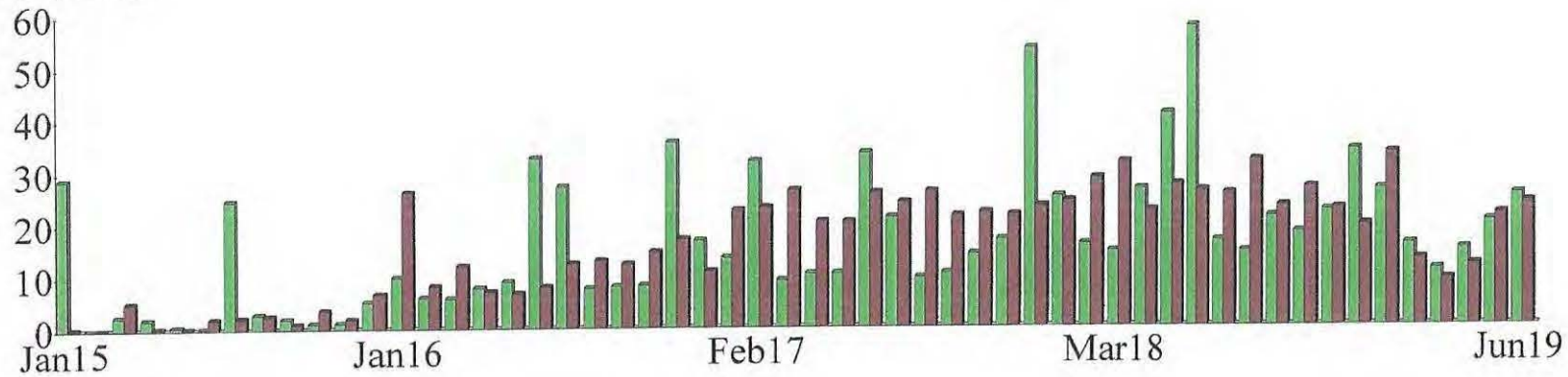


Fifty percent of the youth served at Y.E.S. have been males. Twelve percent have been transgender females identifying as males.

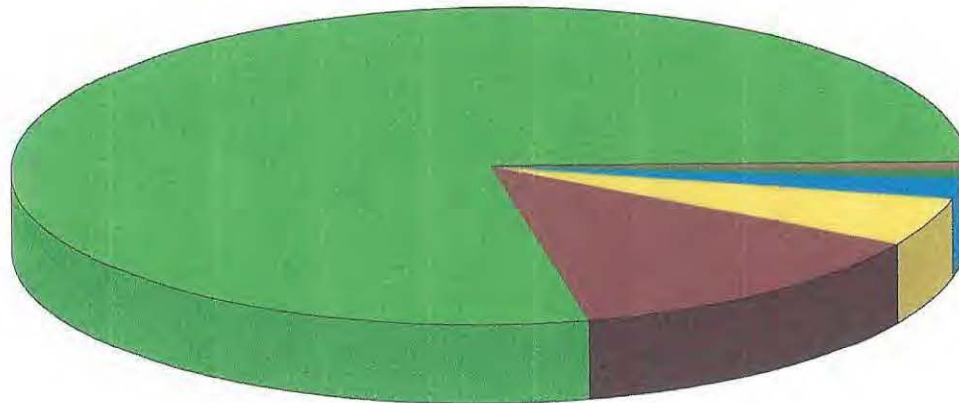
Income and Expense by Month January 2015 through June 2019

Income
Expense

\$ in 1,000's



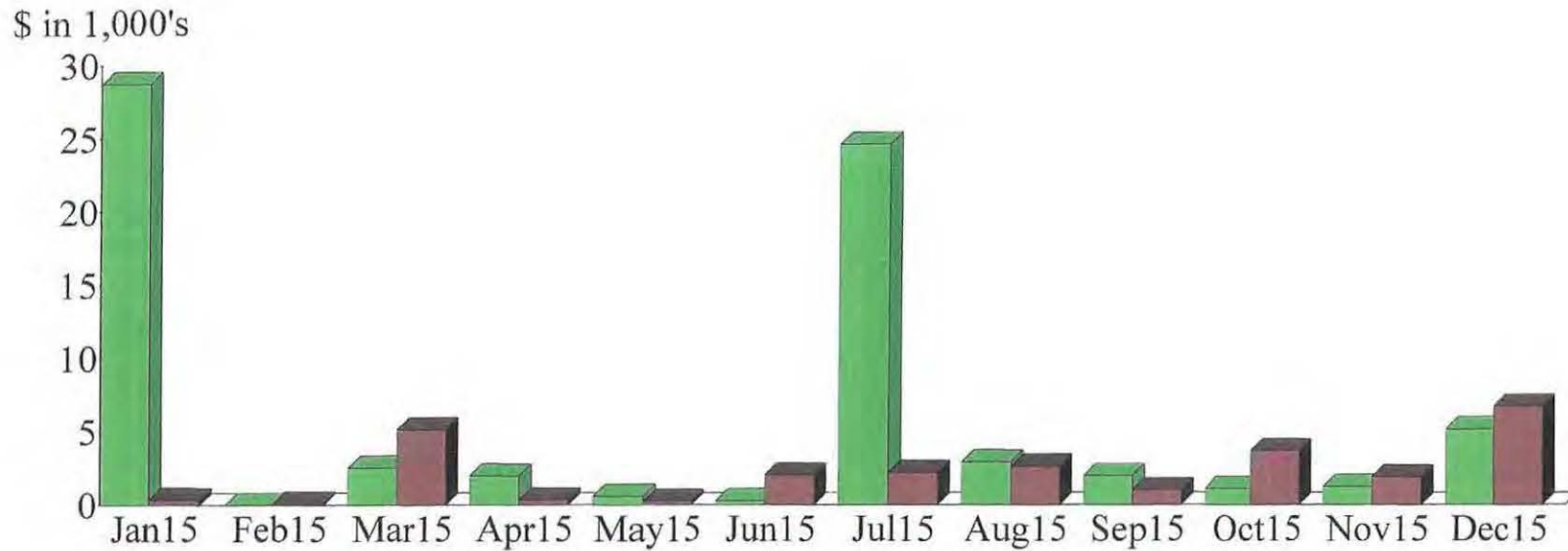
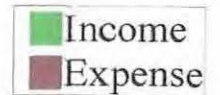
Expense Summary January 2015 through June 2019



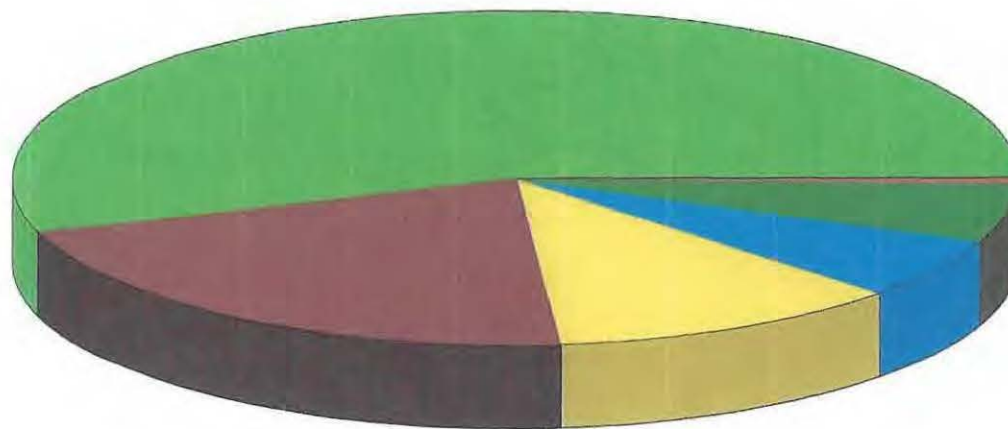
Payroll Expenses	78.38%
Facilities and Equipment	13.11
Operations	4.99
Program Expenses	2.12
Contract Services	0.99
Travel and Meetings	0.41
Other Types of Expenses	0.01
Reconciliation Discrepancies	0.01
Total	\$868,760.42

By Account

Income and Expense by Month January through December 2015



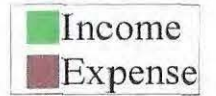
Expense Summary January through December 2015



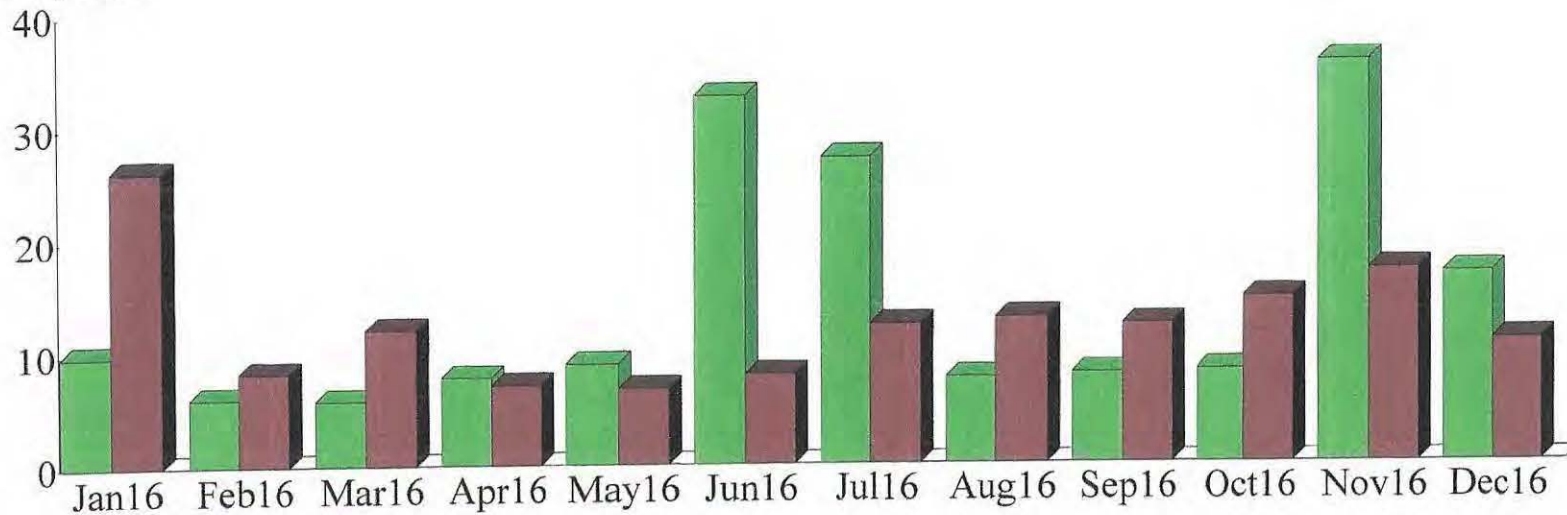
Payroll Expenses	55.31%
Operations	21.20
Contract Services	11.56
Facilities and Equipment	6.02
Program Expenses	5.87
Other Types of Expenses	0.04
Total	\$26,148.71

By Account

Income and Expense by Month
January through December 2016

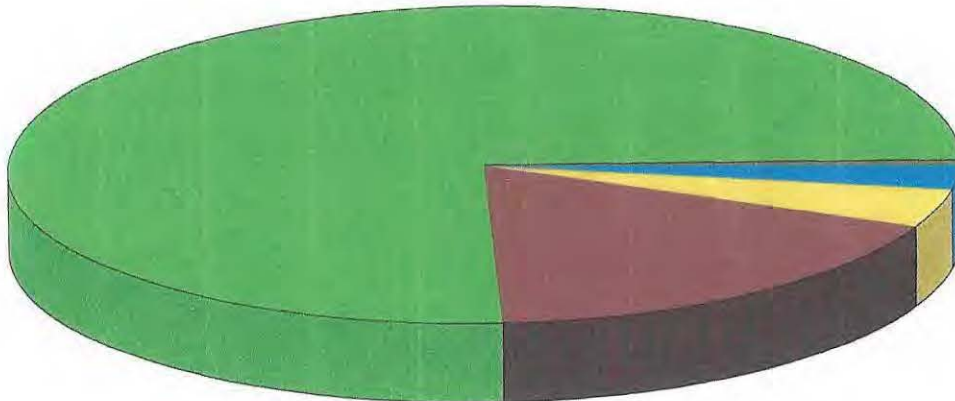


\$ in 1,000's



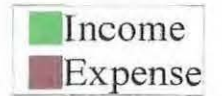
Expense Summary
January through December 2016

Payroll Expenses	75.67%
Facilities and Equipment	17.52
Operations	4.02
Program Expenses	2.44
Contract Services	0.35
Reconciliation Discrepancies	0.01
Total	\$147,914.88

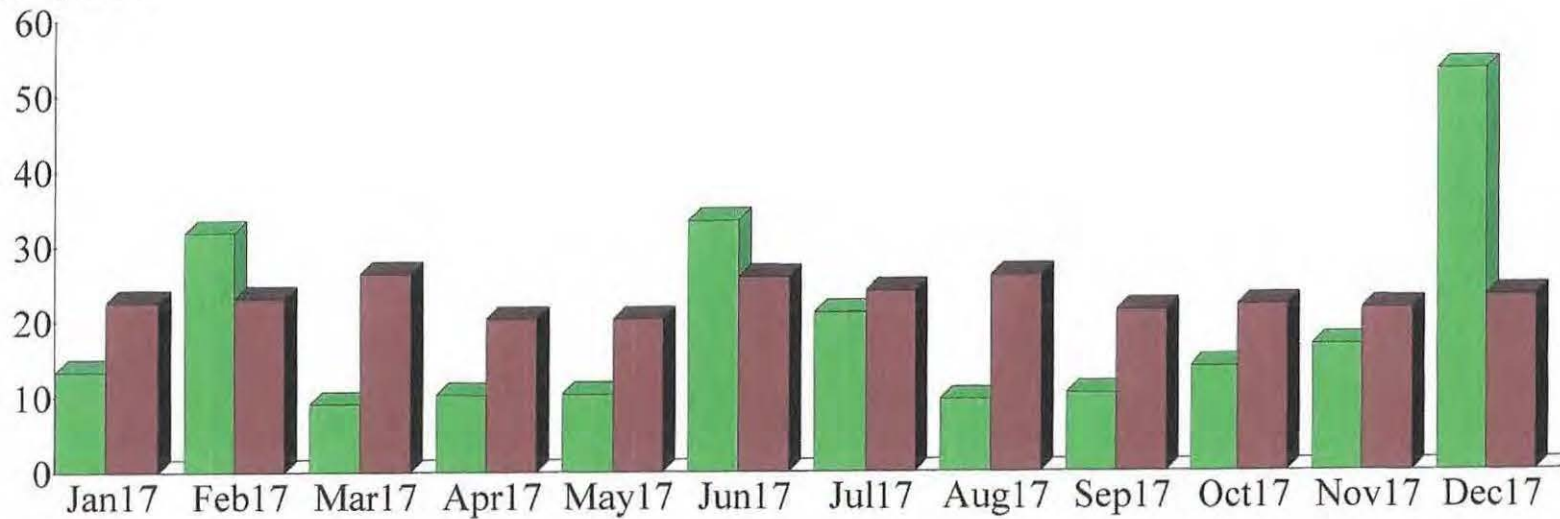


By Account

Income and Expense by Month
January through December 2017

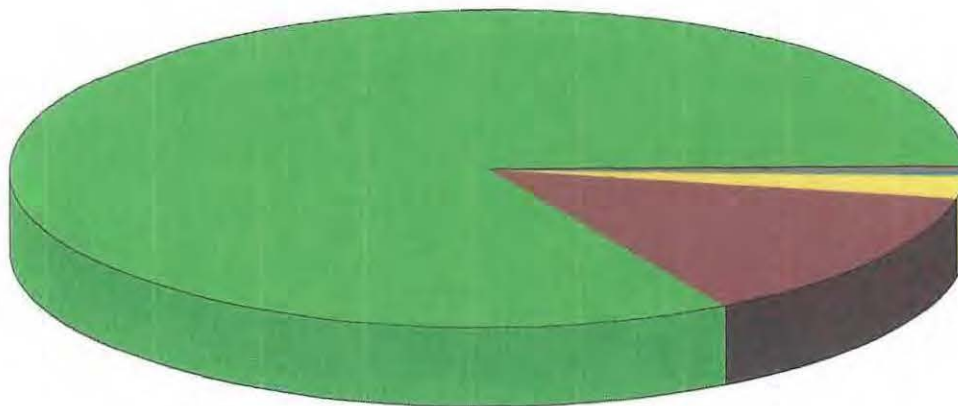


\$ in 1,000's



Expense Summary
January through December 2017

Payroll Expenses	83.31%
Facilities and Equipment	13.55
Operations	2.54
Contract Services	0.34
Program Expenses	0.25
Reconciliation Discrepancies	0.01
Total	\$275,842.79

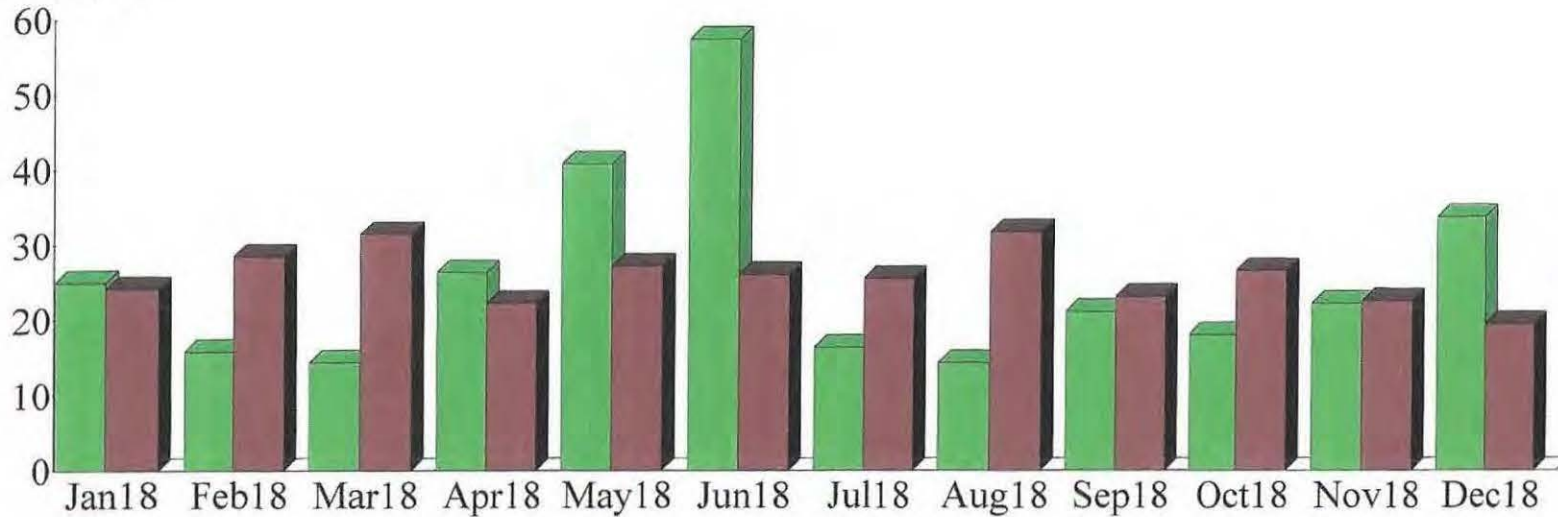


By Account

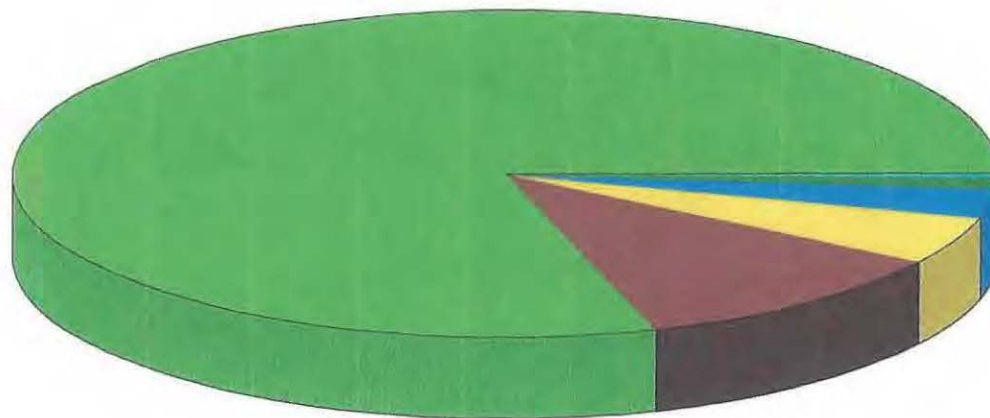
Income and Expense by Month
January through December 2018



\$ in 1,000's



Expense Summary
January through December 2018



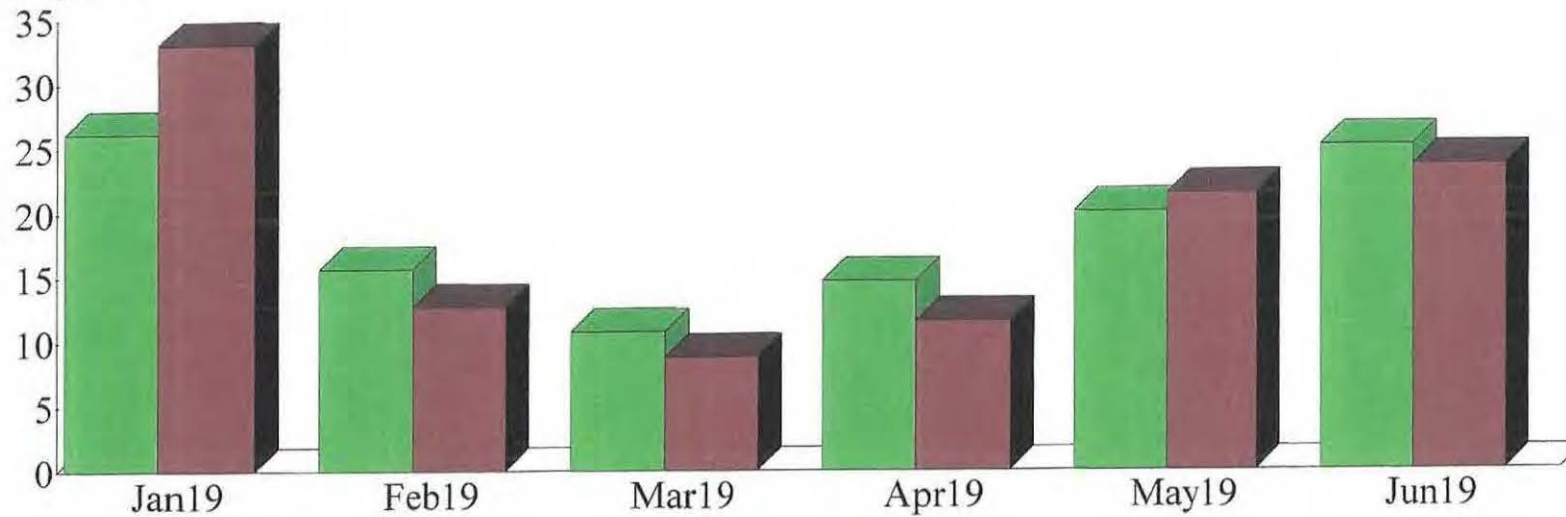
Payroll Expenses	79.96%
Facilities and Equipment	11.02
Operations	4.90
Program Expenses	2.87
Contract Services	1.25
Travel and Meetings	0.01
Reconciliation Discrepancies	\$-0.15
Sub-Total	\$307,787.44

By Account

Income and Expense by Month
January through June 2019

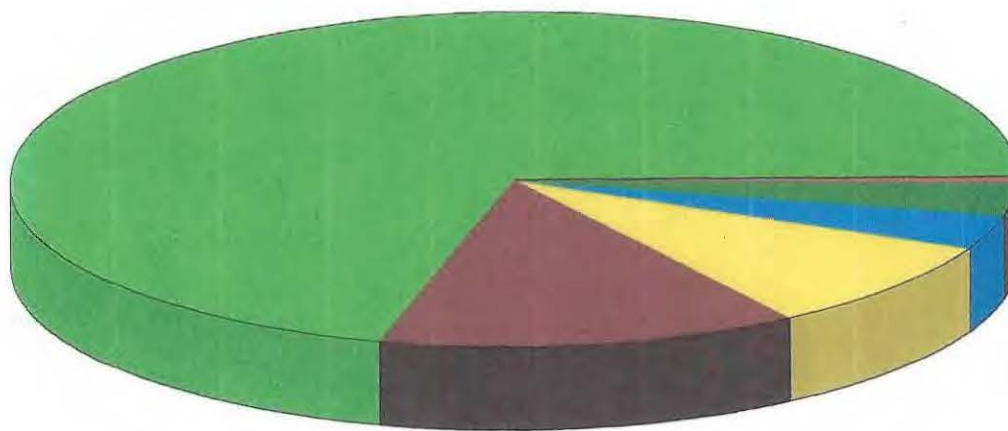


\$ in 1,000's



Expense Summary
January through June 2019

Payroll Expenses	70.78%
Facilities and Equipment	13.65
Operations	8.79
Program Expenses	3.35
Travel and Meetings	3.23
Contract Services	0.21
Total	\$111,066.60



By Account

4



AGENDA ITEM

Youth Services Updates

[NO DOCUMENTS HAVE BEEN SUBMITTED FOR THIS ITEM – RETURN TO AGENDA](#)



AGENDA ITEM

Community Corrections Treatment Contract

[CLINICAL SEX OFFENDER THERAPY PERSONAL SERVICES CONTRACT](#)

[SCOPE OF WORK](#)

[MOTION LANGUAGE](#)

CLINICAL SEX OFFENDER THERAPY

PERSONAL SERVICES CONTRACT

This Contract is by and between Wasco County (“**COUNTY**”) and Community Counseling Solutions, Inc. (“**CONSULTANT**”), for the performance of clinical sex offender therapy for the Community Corrections Department of COUNTY in furtherance of its goal to reduce criminal behavior and sex offender non-compliance by promoting positive change in individuals through a combination of program services, supervision, and sanctions.

A. RECITALS

COUNTY has the need for the services of a person or entity with particular training ability, knowledge and experience as possessed by CONSULTANT. COUNTY has determined that CONSULTANT is qualified and capable of performing the professional services as COUNTY requires, under the terms and conditions set forth.

B. CONTRACT EXHIBITS

The following exhibits are hereby incorporated by reference into this Contract:

Exhibit A Scope of Work

C. AGREEMENT

1. Term

The term of this Contract shall be from its execution to no later than June 30, 2020, and may be extended for additional periods of time upon mutual agreement of both parties.

2. Scope of Work

CONSULTANT shall provide all services and deliver all materials as specified in the attached Exhibit A. All services and materials shall be provided by CONSULTANT in accordance with the Exhibit in a competent and professional manner.

3. Compensation

3.1 Payment. CONSULTANT shall complete the Scope of Work as defined above at the following rates:

Treatment Planning Session:	\$90.00 per individual
Group Therapy Session:	\$45.00 per individual
Individual Therapy Session:	\$125.00 per individual
Chaperone Training Session:	\$200.00 per individual
Sex Offender Assessment:	\$1000.00 per individual
Administrative Costs:	\$150.00 per month

- 3.2 Payments. COUNTY will review CONSULTANT's invoice and within ten (10) days of receipt notify CONSULTANT 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.

4. Consultant Is an Independent Contractor

CONSULTANT shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under this Contract. While COUNTY reserves the right to set the schedule and evaluate the quality of CONSULTANT's completed work, COUNTY cannot and will not control the means and manner of CONSULTANT's performance. CONSULTANT is responsible for determining the appropriate means and manner of performing work. CONSULTANT is responsible for all federal and state taxes applicable to compensation and payment paid to CONSULTANT under the Contract and will not have any amounts withheld by COUNTY to cover CONSULTANT's tax obligations. CONSULTANT is not eligible for any COUNTY fringe benefit plans.

5. Notices

All notices provided for hereunder shall be in writing and shall be deemed to be duly served on the date of delivery if delivered in person, when receipt of transmission is generated by the transmitting facsimile machine if delivered by facsimile transmission, on the day after deposit if delivered by overnight courier, or three days after deposit if delivered by placing in the U.S. mail, first-class, postage prepaid. Any notice delivered by facsimile transmission shall be followed by a hard copy. All notices shall be addressed as follows:

COUNTY: Fritz Bachman, Manager
Wasco County Community Corrections
421 East Seventh Street, Annex B
The Dalles, OR 97058

Tyler Stone, Administrative Officer
Wasco County
511 Washington Street, Suite 101
The Dalles, OR 97058

CONSULTANT: Kimberly Lindsay
Community Counseling Solutions
550 W. Sperry St.
Heppner, OR 97836

6. Indemnification

To the extent permitted by applicable law, CONSULTANT shall defend, save, and hold COUNTY harmless and its officers, agents, and employees from and against any and all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the operations of the CONSULTANT, including but not limited to the activities of CONSULTANT or its officers, employees, agents or subcontractors under this Agreement. CONSULTANT shall not be deemed an agent of COUNTY under the Oregon Tort Claims Act.

7. Insurance Requirements

- 7.1 During the term of this Contract, CONSULTANT shall maintain, at its own expense, Professional Liability Insurance covering any damage caused by error, omission or negligent act related to the CONTRACTOR'S services, with limits not less than \$2,000,000.00.
- 7.2 Insurance coverage shall be maintained for a period of 2 years after completion of this Contract. It shall also include a 2 year "tail" policy for any "claims made" policies made part of this Contract.
- 7.3 Policies shall provide that COUNTY, its directors, officers, representatives, employees, and agents will be included as an additional insured with respect to the coverages required in Section 8.1 and a waiver of subrogation against them shall be obtained for all coverages.
- 7.4 All coverages under Section 7.1 shall be primary over any insurance COUNTY may carry on its own.
- 7.5 CONSULTANT shall be solely responsible for any loss, damage or destruction to its own property and materials used in conjunction with the work or services under this Contract.
- 7.6 CONSULTANT shall furnish COUNTY with certificates of insurance evidencing all required coverages prior to commencing any work or services under this Contract. If requested by COUNTY, CONSULTANT shall furnish COUNTY with executed copies of such policies of insurance. CONSULTANT shall furnish COUNTY with at least 30-days' written notice of cancellation of, or any modification to, the required insurance coverages. Failure to maintain any required insurance coverages in the minimum required amounts shall constitute a material breach of this Contract and shall be grounds for immediate termination of this Contract.

8. Workers' Compensation

- 8.1 CONSULTANT, its subcontractors, if any, and all employers working under this

Contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all subject workers.

8.2 CONSULTANT warrants that all persons engaged in Contract work and subject to the Oregon Workers' Compensation Law are covered by a workers' compensation plan or insurance policy that fully complies with Oregon law. CONSULTANT shall indemnify COUNTY for any liability incurred by COUNTY as a result of CONSULTANT's breach of the warranty under this paragraph.

9. Assignment

CONSULTANT may not assign any of its responsibilities under this Contract without COUNTY's prior written consent, which consent may be withheld in COUNTY's sole discretion. CONSULTANT may not subcontract for performance of any of its responsibilities under this Contract without COUNTY's prior written consent, which consent shall not be unreasonably withheld.

10. Labor and Material

CONSULTANT 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.

11. Ownership of Work and Documents

All work performed by CONSULTANT 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 CONSULTANT, and it is agreed by the parties that such documents are works made for hire. CONSULTANT hereby conveys, transfers and grants to COUNTY all rights of reproduction and the copyright to all such documents.

12. 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 CONSULTANT. Upon termination under this paragraph, CONSULTANT 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 CONSULTANT. Pursuant to this paragraph, CONSULTANT shall submit an itemized invoice for all unreimbursed Contract work completed before termination and all Contract closeout costs actually incurred by CONSULTANT.

COUNTY shall not be liable for any costs invoiced later than thirty (30) days after termination unless CONSULTANT can show good cause beyond its control for the delay.

13. Termination for Cause

COUNTY may terminate this Contract effective upon delivery of written notice to CONSULTANT, or at such later date as may be established by COUNTY, under any of the following conditions:

- 13.1 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.
- 13.2 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.
- 13.3 If any license or certificate required by law or regulation to be held by CONSULTANT to provide the services required by this Contract is for any reason denied, revoked, or not renewed.

14. Termination for Default

Either COUNTY or CONSULTANT 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 CONSULTANT fails to perform in the manner called for in this Contract or if CONSULTANT 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 CONSULTANT setting forth the manner in which CONSULTANT is in default. CONSULTANT shall be paid the Contract price only for services performed in accordance with the manner of performance as set forth in this Contract.

15. Remedies

In the event of breach of this Contract the parties shall have the following remedies:

- 15.1 If terminated under paragraph 14 by COUNTY due to a breach by CONSULTANT, COUNTY may complete the work either itself, by agreement with another contractor, or by a combination thereof.

- 15.2 In addition to the above remedies for a breach by CONSULTANT, COUNTY also shall be entitled to any other equitable and legal remedies that are available.
- 15.3 If COUNTY breaches this Contract, CONSULTANT's remedy shall be limited to termination of the Contract and receipt of Contract payments to which CONSULTANT is entitled.
- 15.4 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.
- 15.5 Upon receiving a notice of termination, and except as otherwise directed in writing by COUNTY, CONSULTANT shall immediately cease all activities related to the services and work under this Contract. As directed by COUNTY, CONSULTANT 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.

16. Nondiscrimination

During the term of this Contract, CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin.

17. 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 CONSULTANT 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.

18. Compliance with Laws and Regulations

CONSULTANT 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, CONSULTANT 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.

19. Experience, Capabilities and Resources

By execution of this Contract, the CONSULTANT agrees that: CONSULTANT has the skill, legal capacity, and professional ability necessary to perform all the services required under this Contract. CONSULTANT has the capabilities and resources necessary to perform the obligations of this Contract.

20. 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 CONSULTANT under this contract shall be the exclusive property of the COUNTY and shall be delivered to COUNTY prior to final payment.

21. 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 CONSULTANT'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, CONSULTANT shall retain all pertinent records for not less than three years or until all litigation is resolved, whichever is longer. CONSULTANT shall provide full access to these records to COUNTY, and its duly authorized representatives in preparation for and during litigation.

22. Representations and Warranties

CONSULTANT represents and warrants to COUNTY that (1) CONSULTANT 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 CONSULTANT enforceable in accordance with its terms, (3) CONSULTANT 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.

23. 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.

24. Limitation of Liabilities

COUNTY shall not be liable for (i) any indirect, incidental, consequential, or special damages under the Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

25. Confidentiality

CONSULTANT 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 CONSULTANT from establishing a claim or defense in an adjudicatory proceeding. CONSULTANT shall require similar agreements from COUNTY's and/or CONSULTANT's subconsultants to maintain the confidentiality of information of COUNTY.

CONSULTANT 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.

26. Force Majeure

CONSULTANT 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.

27. 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 CONSULTANT of the same or any other provision. COUNTY's consent to or approval of any act by CONSULTANT 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 CONSULTANT, whether or not similar to the act so consented to or approved.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

WASCO COUNTY, OREGON

Date: _____

Steven D. Kramer, Chair

Date: _____

Scott C. Hege, Vice-Chair

Date: _____

Kathleen B. Schwartz, County Commissioner

WASCO COUNTY COMMUNITY CORRECTIONS

Date: _____

FRITZ BACHMAN
Manager, Wasco County Community Corrections

COMMUNITY COUNSELING SOLUTIONS, INC

Date: _____

Kimberly Lindsay

APPROVED AS TO FORM

Date: _____

Bradley V. Timmons
Wasco County Counsel

Exhibit A

Scope of Work

CONSULTANT agrees to provide clinical sex offender therapy to referred WCCC clients as agreed upon this contract. The services agreed to be provided by CONSULTANT for WCCC clients will include:

- A. Consultation with the WCCC staff regarding the sex offender clients, to include: strategies, goals, achievements, problems, and client disciplinary actions. CONSULTANT will communicate with WCCC regarding clients as needed and as requested by WCCC.
- B. Monthly client status reports to WCCC on each client participating in the program that reflects the offender's compliance and progress in the program, attendance, test results, and relevant issues.
- C. CONSULTANT will assess and evaluate clients for appropriate level of treatment using Association for the Treatment of Sexual Abusers (ATSA) standards.
- D. CONSULTANT will give the clients a written set of rules, requirements, and expectations, including consequences for non-compliance and incentives for success upon entry into the program.
- E. The treatment program will be based on an evidence-based curriculum approved by this department and address issues of client motivation. Treatment options shall be available consistent with the client's assessed stage of change.
- F. Treatment shall be based on cognitive and behavioral intervention and social learning approaches. The treatment program will be of sufficient length and intensity to produce stable behavioral changes based on replacing thinking errors with pro-social cognitive skills and practicing relapse-prevention skills.
- G. It is understood that consequences for client program violations include a graduated continuum of sanctions applied by WCCC to redirect clients towards continuation and completion of the program prior to a termination action.
- H. Treatment shall include: relapse prevention planning and comprehensive transition planning and after-care planning to insure ongoing success.
- I. CONSULTANT will abide by Chapter IV (Sections 6 to 9 pertaining to Sex Offender Treatment) in the WCCC Procedure Manual.
- K. WCCC will provide referral forms and release information forms for referred clients along with additional information pertaining to client's behavior, compliance and pertinent issues, as necessary to affect positive outcomes in treatment.



MOTION

SUBJECT: Treatment Contract

I move to approve the Clinical Sex Offender Therapy Personal Services Contract between Wasco County and Community Counseling Solutions, Inc.



AGENDA ITEM

Riverfront Trail Discussion

[STAFF MEMO](#)

[WHITE PAPER](#)



MEMORANDUM

SUBJECT: Riverfront Trail

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KATHY WHITE

DATE: 10/29/19

BACKGROUND INFORMATION:

At the September 4, 2019, Session the Board hear a presentation from City Manager Julie Krueger and North Wasco Parks and Recreation District Executive Director Scott Baker regarding maintenance needed for the Riverfront Trail. The following is an excerpt from the 9.4.2019 Regular Session Minutes:

City of The Dalles City Manager Julie Krueger reviewed the white paper included in the Board Packet. She outlined contributions to the project from other partner agencies including City of The Dalles and the Public Utility District. She noted that much of the trail is outside of the City limits. She said that they are looking to other agencies, including Wasco County for contributions to repair the trail.

North Wasco Park and Recreation District Executive Director Scott Baker said that the River Front Trail Board has met monthly for over three decades. They do a good job of fund raising – about \$16,000 per year – but the \$300,000 cost of this repair is beyond their reach. He reported that the Park District takes care of weekly maintenance. He continued by saying that the property has multiple owners with easements for the trail.

Commissioner Schwartz asked if the funds will go to the non-profit. Ms. Krueger replied that it has not been decided; they have discussed having the City or Park District sponsor and manage the project.

Mr. Stone said he would like to discuss this with staff and then circle back to have a conversation with Ms. Krueger. Vice-Chair Hege said once that is done, the Board can discuss it further at a work session.

Further discussion ensued regarding other possible fund raising efforts.

Riverfront Trail Repair and Maintenance Efforts and Current Needs

June 2019

Riverfront Trail Construction; a Brief History

The Riverfront Master Plan was completed in 1989. An advisory committee totaling about 20 people was immediately formed following the completion of the Master Plan. This initial committee was ad hoc, began meeting monthly, and consisted of most of the landowners and major interested parties along the river as well as private citizens. The Dalles Riverfront Trail, Inc. was formed in 1994 and replaced the ad hoc committee and continued to meet monthly ever since. The Master Plan suggested that the trail, a major component of the plan, would take about five years to complete. It has now been 30 years with about 1.5 miles of the planned 10 miles total still to complete. The first section of trail was built in 1993.

Construction history and Costs:

1993 – Railroad tracks to Taylor Lakes Section (0.7 miles). \$156,000

1994 – Taylor Lakes bridge. \$67,000

1995 – Discovery Center to Railroad tracks section (0.6 miles). \$132,000

1996 – Marina to Union Street section (0.6 miles). \$461,000

1997 – Engineering for remainder of trail. \$100,000

2000 – Army Corps of Engineers section (Dam area). \$50,000

2001 – Railroad Underpass. \$1,100,000

2006 – Riverfront park to Lone Pine section. \$? Much of it was done as a practice project for the Army Corps of Engineers construction group.

2003 – Port Area section. \$*. (Land Area Donation value \$500,000)

2005 – Kiwanis Park to Chenoweth Bridge section. \$*

2006 – Mt. Fir section. \$*

2007 – PUD section. \$*

2008 – ODFW to PUD section. \$*

2012 – Bargeway to Union Street section. \$*

*The individual totals for these projects are indeterminate but total approx. \$2,500,000.

The total construction cost since 1993 is well over \$5,000,000.

Local Fundraising for Riverfront Trail Repair and Maintenance 2010 – 2018

The Dalles Riverfront Trail, Inc. (TDRfT) a non-profit corporation, carried out five local fundraising efforts for Trail repair projects since 2010, and we are in the process of putting together a sixth one this summer (2019).

During that time we've raised \$52,600 from local individuals, businesses, and, one major contractor/corporation - Whiting-Turner/Google (\$18,750).

In addition, our fundraising has been augmented by additional funding, materials, labor, equipment and staff support from the Parks and Recreation District (P&RD), our super volunteer and donor Dave (& Juanita) Neitling, the City of The Dalles, Meadow Outdoor Advertising, and major in-kind discounts from Crestline Construction and Tenneson Engineering.

We've spent \$72,450 of Riverfront Trail funds raised for Trail repair and maintenance projects and set aside \$3,000 of the \$10,000 needed for a 30-year Trail Repair Reserve Study. This would essentially be a 30-year plan that forecasts our annual trail repair and maintenance costs (2020 - 2050) and the identification, prioritization and timing of the individual trail repair and maintenance needed on an annual basis.

So, the above numbers show that the TDRfT has been providing roughly two of every three dollars in funding of trail repair and maintenance projects to date. This does not take into account the likely labor and materials contribution of Dave Neitling and his asphalt crack sealing work over the past nine years. It is estimated that total is over \$25,000 with P&RD supplying some of the crack sealing material as well - amount/Cost unknown at this point.

Of the 12 Trail repair projects we've identified since 2010 (excluding the Reserve Study), we've completed repairs (or there is on-going work - i.e crack sealing) on 10 of those projects. In addition, one of those projects is no longer considered in need of repair, the Taylor Lake dike passage. The Parks and Recreation District's temporary fix has been holding up for eight years now. One project is likely to be taken care of with just the addition of signage, rolled curb being changed to regular curbing by the Fish & Wildlife shop. The last of those projects, crack repair, has been worked on for the past nine years by David Neitling and the P&RD as noted above.

Also, for the past two years we have funded a Wasco County Youth Authority Summer Community Service work crew to do Trail maintenance work under the guidance of the Parks and Recreation District.

Proposed for 2019

Discovery Center to RR Underpass Trail Repair Project. This project consists of sub-base, fill, retaining wall, asphaltting and seal coat work for a distance of 2,600 feet. The latest cost estimate for this work was provided in May by Tenneson Engineering totaling \$110,184. We are proposing to have Crestline Construction do the construction work, Tenneson Engineering do the engineering and construction oversight work, and SealKote do the Seal Coat work - all local companies. We have raised and set aside from our 2018 fundraiser \$9,500 for this project. We also have a pledge of an \$8,200 discount on Tenneson Engineering's overall \$16,400 estimated charge for their work. So, we are currently \$86,000 short of funding this overall project. We are currently putting together a 2019 summer fundraising effort which we anticipate could raise an additional \$10,000 - \$15,000

Given our shortage in funding, we asked Tenneson to break down this project into four segments, with the idea of funding and carrying out these parts one at a time. The highest priority piece that Tenneson recommended we do first has an estimated price tag of \$29,100.

With a 2019 community fundraising effort of \$10,000, we will still be short of the amount to do the first phase project by about \$7,000.

Summer 2019 Trail Maintenance - Wasco County Youth Authority Community Service Work Crew.

We are proposing, for the third year in a row to provide funding for a Community Service Work Crew to do trail maintenance work on the Riverfront Park section of the Trail. This would be under the guidance of the P&RD. The TDRfT is planning to contribute \$3,750 for this work (if we can raise sufficient funds), the same amount that was spent last year for the crew.

Slurry Seal Maintenance Estimate.

Two estimates have been determined to seal coat the entire 8.5 miles of trail and average approximately \$100,000. As with most estimates at the preliminary engineering stage, a contingency of 20 percent should be added.

Some Other Trail Sections Needing Repair in the Near Future include:

1. Google tank section of the trail; the trail in the section is not on solid ground and seems to be sinking. This could be costly as the trail will need to be reconstructed through this section.
2. Chenoweth Creek by the new vet office and osprey nest; trail base layer needs to be replaced.
3. Poplar tree line section on the north side of Chenoweth Creek; roots are lifting the trail slightly.

Total cost could be \$40,000 to \$50,000.

The total repair and maintenance costs include:

1. Discovery Center to RR Underpass Trail Repair Project = \$110,184
 2. Slurry Seal = \$100,000
 3. Additional trail sections = \$50,000
 4. Contingency = \$52,000 (20 percent)
- Total = \$312,000**

NOTE: If any of these projects fall under prevailing wage requirements, the total could be somewhat higher.



Steve Kramer <stevek@co.wasco.or.us>

Letter of Recommendation for the McCubbins Gulch Staging area Development Grant

4 messages

Sam, Kameron C -FS <kameron.sam@usda.gov>

Tue, Nov 5, 2019 at 4:49 PM

To: "stevek@co.wasco.or.us" <stevek@co.wasco.or.us>

Hi Steve, here is a template you can use for support of this development grant. Please edit as necessary.

Thanks for the help.

To Oregon Parks and Recreation Department Off Highway Vehicle Grant Committee:

XXXX is in full support of the Mount Hood National Forest's proposal for a development grant for the McCubbins Off Highway Vehicle (OHV) area. The County recognizes the importance of the OHV trail system managed by the United States Forest Service in terms of both its economic contribution and the protection of our natural resources. Tourism generated from the OHV trail system in Wasco County generates revenue for small businesses which is of particular significance in small rural communities which often struggle economically. Additionally, finishing the development work at the McCubbins Gulch Area, and thereby providing a quality recreation experience on a developed trail system, helps protect the natural resources in the county and, in particular, protects water quality by managing off trail OHV traffic.

McCubbins Gulch Development Grant, Phase 1: In August 2010 The Mount Hood National Forest released an Environmental Assessment titled the Off-highway Vehicle (OHV) Management Plan. The Mount Hood National Forest has been working to implement the plan but progress is slow due to funding. One major area of development is at the McCubbins Gulch OHV area and includes a staging area, several miles of new trail, a road and two bridges. The project is expected to cost \$370,000 which will be acquired through multiple funding sources over multiple years and implemented in phases. The first phase includes the development of the staging area near Cooks Camp at McCubbins Gulch OHV area planned to be implement from June 2020 to June 2021.

The design of the staging area was approved by the Mount Scott Motorcycle Club, Forest OHV program manager and the Barlow District Ranger. The grant will include funding a for a toilet, kiosk and engineering time. Also, a road and several new trails will be constructed. Future phases of the project will include dispersed campsite restoration, bridge installation, sign installation and trail completion.



Kameron Sam
District Ranger

Forest Service



MEMORANDUM

SUBJECT: DARE TO LEAD® TRAINING

TO: BOARD OF COUNTY COMMISSIONERS

FROM: LISA GAMBEE AND THE SUMMIT PLANNING TEAM

DATE: 11/6/2019

BACKGROUND INFORMATION:

In preparation for the 2020 Strategic Summit and Leadership Development session, the Summit planning team has been reviewing various leadership training options. For our 2020 Summit, the team is requesting to hire Amy Leneker of Compass Consulting to facilitate a 2-day training on Dare to Lead™, a program developed by Brené Brown (owner of the Brené Brown Research Group) based on her book of the same name. Brené is a #1 *New York Times* bestselling author and research professor at the University of Houston where she holds the Huffington Foundation – Brené Brown Endowed Chair.

The 2-day training covers all the concepts in the book, including the components of Daring Leadership and the four skill sets of courage (*Rumbling with Vulnerability*, *Living into Our Values*, *Braving Trust* and *Learning to Rise*), which are teachable, measurable and observable. The 2-day training is built around being able to operationalize these skills, as well as have participants implement the following learning objectives:

- The information I learned will change how I show up at work.
- I better understand why vulnerability (uncertainty, risk, and emotional exposure) is the foundational skill set of courage.
- I better understand the critical role that self-awareness plays in daring leadership.
- I better understand that it's armor – not fear – that is the greatest obstacle to daring leadership.
- I can identify the four skill sets that make up courage: rumbling with vulnerability, living into our values, BRAVING trust, and learning to rise.
- I better understand that courage is a collection of four skill sets that are measurable, observable, and teachable.
- I recognize that vulnerability is the birthplace of many of the behaviors that define daring leadership including creativity, accountability, and difficult conversations.