



AGENDA: REGULAR SESSION

WEDNESDAY, AUGUST 19, 2020

WASCO COUNTY BOARD OF COMMISSIONERS

<https://meet.google.com/joo-mudn-vpm?hs=122> OR 1-502-382-4610 PIN: 321 403 268#

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.

In light of the current COVID-19 crisis, the Board will be meeting electronically. You can join the meeting at <https://meet.google.com/joo-mudn-vpm?hs=122> or call in to [1-502-382-4610](tel:1-502-382-4610) PIN: 321 403 268#

We appreciate your patience as we continue to try to serve the public during this time. Please use the chat function to submit real-time questions or comments. You can also submit comments/questions to the Board anytime on our webpage: [Your County, Your Voice](#)

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 Discussion Items (Items of general Commission discussion, not otherwise listed on the Agenda) NCPHD COVID-19 Updates ; Newspaper Publication Agreement ; Finance Report Consent Agenda: Minutes: 7.29.2020 Special Session ; 8.5.2020 Regular Session ; Delegation of Authority – Mosier Creek Fire (Items of a routine nature: minutes, documents, items previously discussed.)
10:00 a.m.	Bakeoven Solar Road Use Agreement – Arthur Smith
10:10 a.m.	Health Security Pass-Through Grant – Sheridan McClellan
10:20 a.m.	Sherman County Building Codes Services Agreement – BOC
10:30 a.m.	The Dalles Riverfront Trail 2020 Maintenance and Repair Project – Bruce Lumper
	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
AUGUST 19, 2020**

This meeting was held on Google Hangout Meet

<https://meet.google.com/joo-mudn-vpm?hs=122>

or call in at [1-502-382-4610](tel:1-502-382-4610) PIN: 321 403 268#

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

STAFF: Kathy Clark, Executive Assistant

ABSENT: Tyler Stone, Administrative Officer

Chair Hege opened the session at 9:00 a.m.

Public Comment

Chair Hege opened the floor to public comment. Corliss Marsh announced that there are relief funds available for cultural support organizations. The window for application submission is open until Monday. She noted that County Fair organizations are eligible along with libraries, museums and a variety of other organizations.

Administrative Services Director Matthew Klebes noted that there is a provision that an organization owned or supported by a local government unit may not apply through this grant to recover lost revenue; the fair could apply for additional expenses incurred as a result of the pandemic.

Discussion Item – COVID-19 Updates

Public Health Officer Dr. Mimi McDonell expressed her gratitude to all those working on the fires in our region. She said it is a tremendous effort, doubly so during this pandemic. She stated that it has been amazing to see the cooperation between agencies.

Dr. McDonell reviewed the following slides to explain the current data and guidance currently available regarding the COVID-19 pandemic.

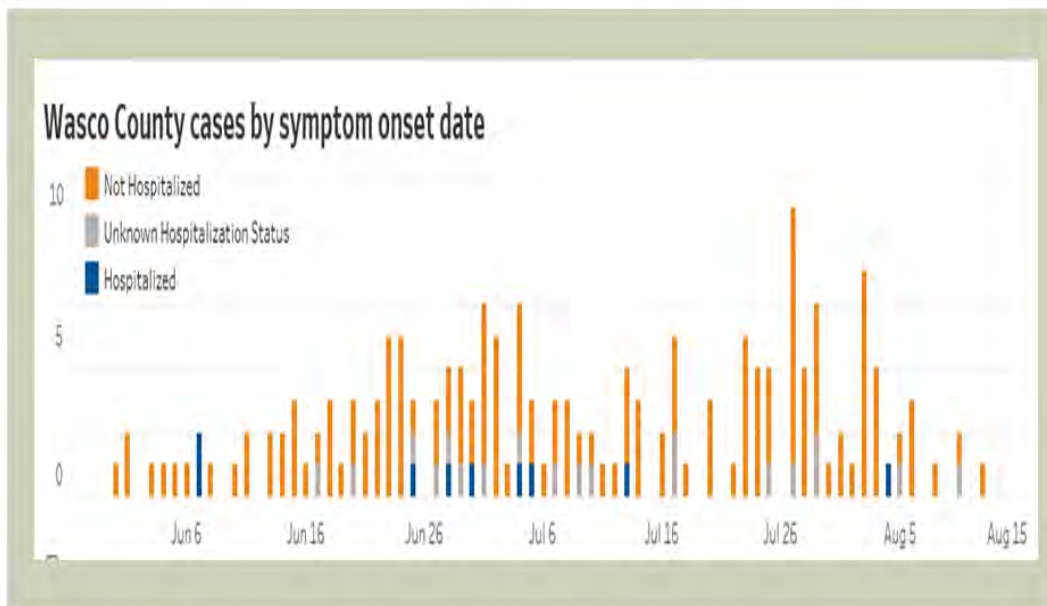
COUNTY DATA TOTAL CASES TO DATE RECOVERED CASES

■ Wasco		
■ Total	204	
■ Recovered	126	
■ Sherman		
■ Total	16	
■ Recovered	8	
■ Gilliam		
■ Total	4	
■ Recovered	2	

Dr. McDonell explained that the numbers on the above slide reflect the total number of cases to date along with the portion of that total that are considered to be recovered. North Central Public Health District (NCPHD) defines recovered as those patients who are 30 days from onset of diagnosis or symptoms. They may not be symptom free as some people experience more prolonged symptoms; but they are no longer contagious. Oregon Health Authority uses 60 days as their benchmark. This information helps us to understand how many active cases we have at any given time.

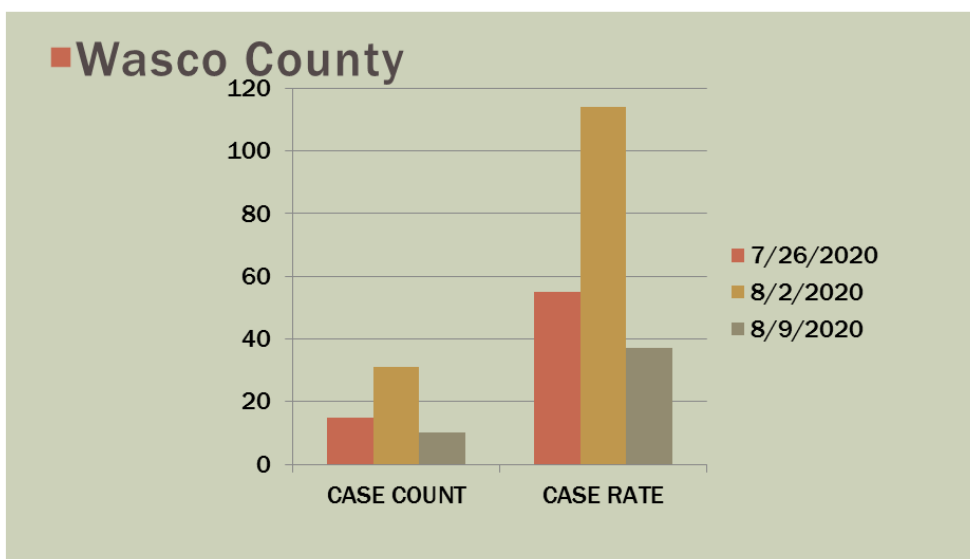
The following graph illustrates the timeline of the disease spread. The orange graph lines indicate those who have been diagnosed but not hospitalized. The blue graph lines are associated with patients who have been hospitalized. As you look at the more recent dates, there has been a reduction in the numbers of patients requiring hospitalization. While we do not want anyone to contract the virus, it is especially important to reduce the numbers of patients requiring hospitalization.

WASCO COUNTY POSITIVE TESTS BY DATE

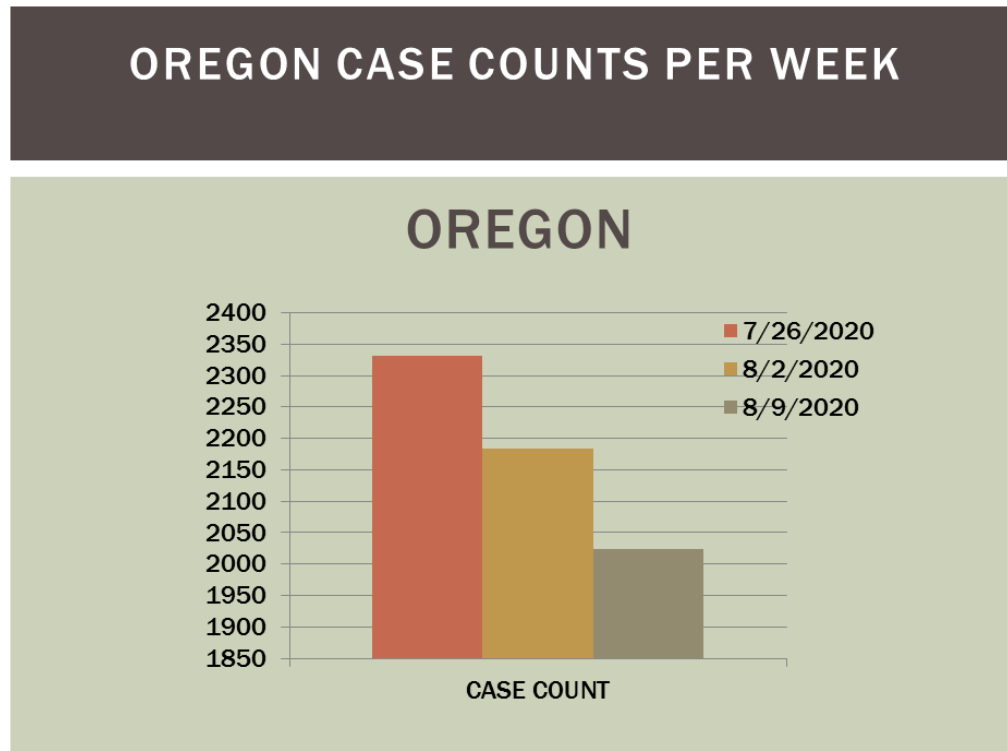


The following slide shows the case rates per 100,000 by the week. Dr. McDonell said that she is pleased to see the rate reduction for the most recent week (August 9, 2020). She reminded everyone that these rates impact our ability to conduct in-person instruction. One of the metrics is to have less than 30 per 100,000.

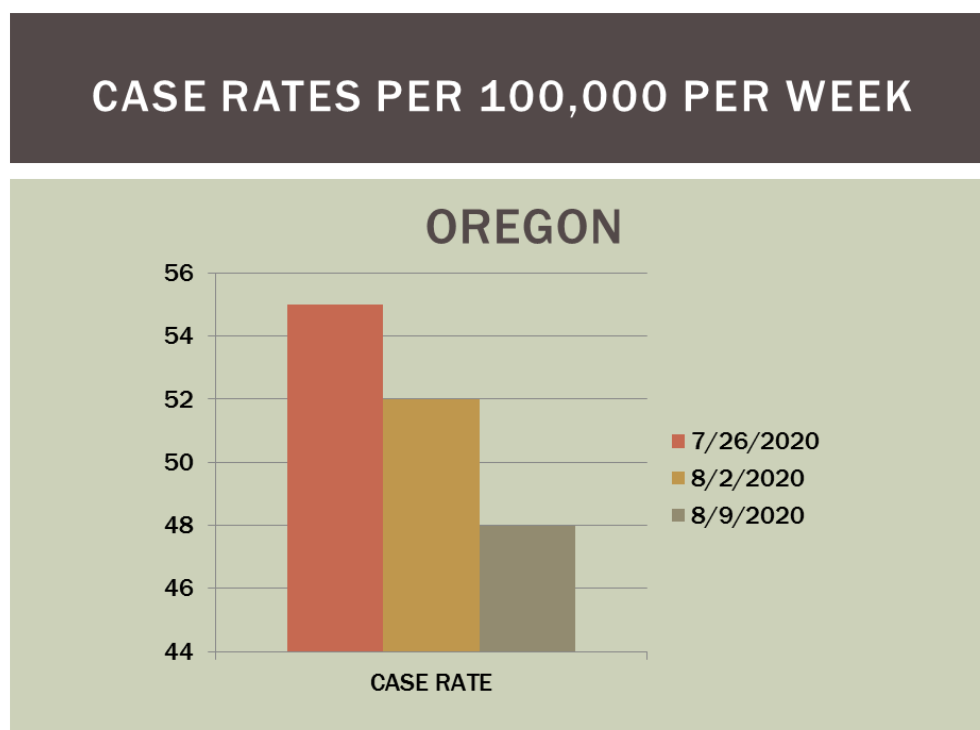
CASE COUNTS PER WEEK CASE RATES PER 100,000 PER WEEK



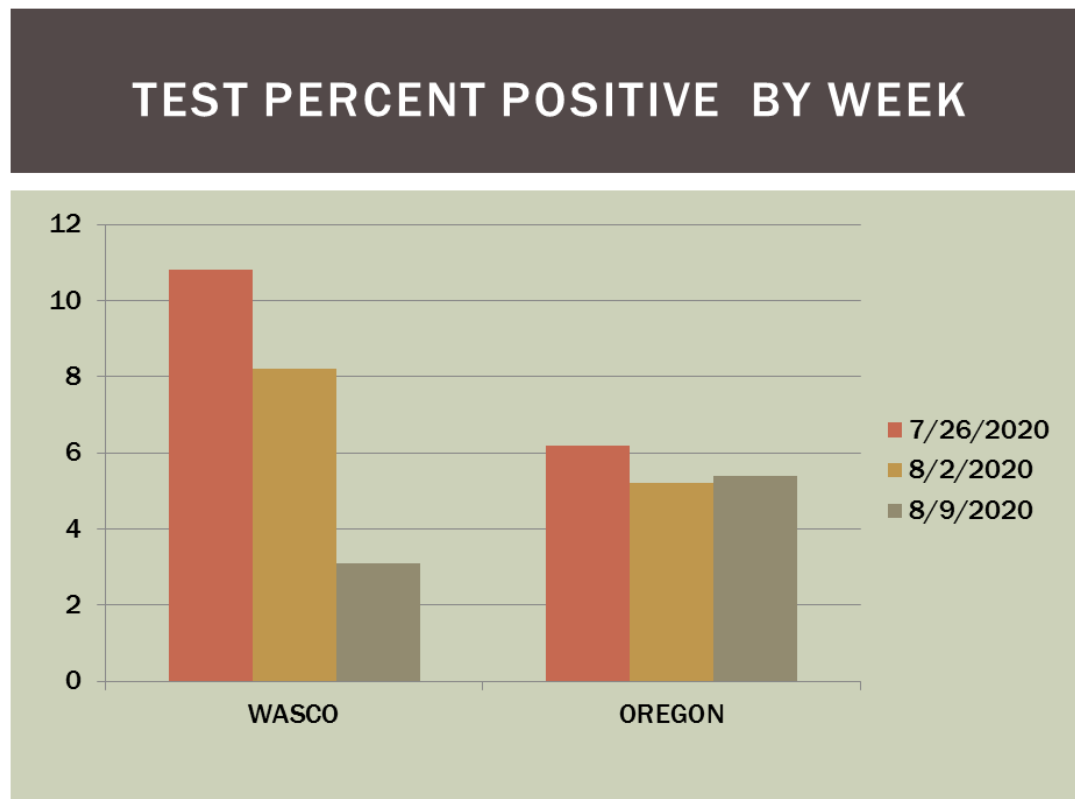
The slide below shows the raw numbers for the State of Oregon. These numbers are starting to trend downward,



The slide below shows the rates per 100,000 per week for the State of Oregon. These numbers are also starting to trend downward.

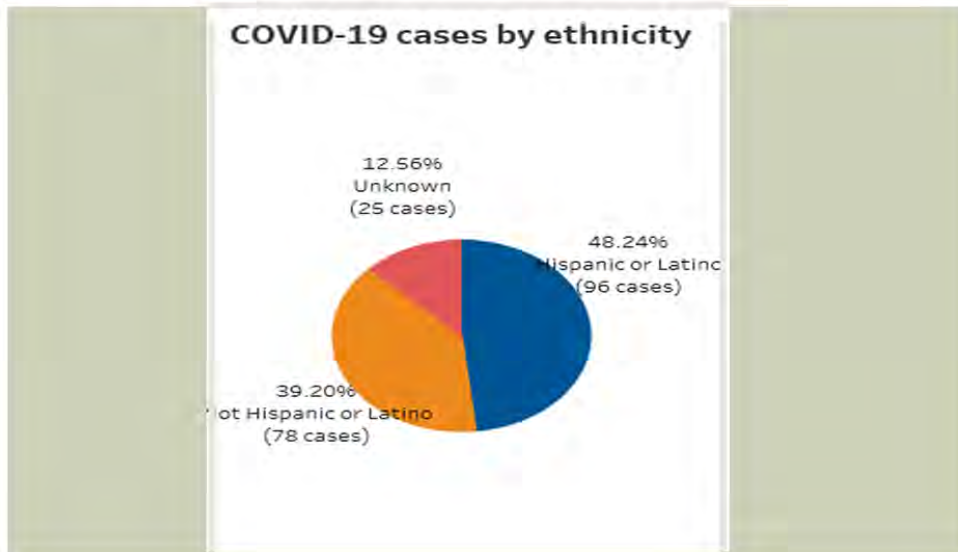


The slide below shows the percentage of tests that are positive. If the numbers are trending down parallel to the percent positive trending down, it is an indication that we are doing adequate testing. While the State of Oregon percent positive is somewhat down, Wasco County's percent positive is significantly down in the last week of data. She noted that the State is getting close to the below 5% benchmark needed as a metric for in-person instruction. She said that this is a result of the statewide mask mandate and the good work that citizens are doing.



The following slide illustrates the numbers by ethnicity; the Latinx community is still considerably over represented in the percentages in our county. The graph shows the proportions to date. This has a lot to do with the work that people are doing in congregate work settings. The State is working hard and putting a lot of resources into improving that.

WASCO COUNTY CASES BY ETHNICITY



The following slide reviews the benchmarks that must be met in order to conduct in-person instruction in schools with greater than 250 students enrolled.

IN-PERSON INSTRUCTION WASCO SCHOOLS >250 ENROLLMENT

- County Metrics- to be met 3 weeks in a row
 - Case rate ≤ 10 cases/100,000/week
 - Test positivity $\leq 5\%$ in the preceding 7 days
- State metric
 - Test positivity $\leq 5\%$ in the preceding 7 days

Dr. McDonnell reported that the school districts have turned in their plans to the state. NCPHD worked with the schools as they created their blueprints and has

reviewed them to insure that the best practices are being observed.

The following slide reviews the benchmarks that must be met in order to conduct in-person instruction in schools with less than 250 students enrolled.

IN-PERSON INSTRUCTION WASCO SCHOOLS \leq 250 ENROLLMENT

- Total county cases in the past 3 weeks < 30
- Not community spread
 - Determined by LPHA and OHA, dependent on case counts, testing rates and availability, health care capacity

Dr. McDonell said that it is a little vague as to what defines community spread. This will be determined through collaboration between the Oregon Health Authority and Local Public Health authorities for each county. She said our case counts are improving, our testing rates and availability are fantastic as is our health care capacity. She said that she wants the process to be as clear and open as possible. It will not be hard and fast numbers as are some of the other metrics.

IN-PERSON INSTRUCTION GRADES K-3

- County case rate \leq 30/100,000/week for 3 weeks
- Test positivity $\leq 5\%$ for 3 weeks
- No confirmed cases of COVID-19 among school staff or students in the preceding 14 days

WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
AUGUST 19, 2020
PAGE 8

The slide above applies to all schools in Wasco County. There is some good information that young children (under 10) are not quite as effective at spreading the virus as older children and adults.

Dr. McDonell said that wearing our masks, observing social distancing and not gathering is the part we can all play in our ability to move forward. This is so important to the children and their families. We want to allow our children to return to school safely.

Vice-Chair Schwartz thanked Dr. McDonell. She commented that there has been money directly from the State to cope with the over-represented population; 5 or 6 agencies have received those funds locally including The Next Door. She said that she hopes to have them join the session next week to report on the efforts being made.

Vice-Chair Schwartz observed that one of the metrics for opening in-person instruction for grades K-3 is community spread which are the cases we cannot trace. She noted that it is not specific. Dr. McDonell said that from what we have received from OHA and ODED for county allowances, they do not mention a comparison between sporadic cases versus when we know the source. In an effort to put more determination in the hands of the counties, they have left it a bit vague. It will be between OHA and local Public Health authorities. She commented that although it is not part of the official definition, it will still likely be part of the decision.

Vice-Chair Schwartz stated that one of the major tactics to control the spread of the disease is to be able to contact trace most of the cases. She said that it has been difficult to meet the metrics we hope for. She asked if there is a start date for local schools – is it same for all schools or different by district. Dr. McDonell said she believes that there are different start dates but all are opening within the first 2 weeks of September.

Chair Hege asked if we have seen the numbers among the Latinx population move. Dr. McDonell replied that it has been a pretty steady number that was not really affected by seasonal workers. She observed that it has a lot to do with where people work.

Chair Hege asked if we know which schools in the county have a student population of 250 or less. He asked if the number applies per building or per

WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
AUGUST 19, 2020
PAGE 9

district. Dr. McDonell responded that in Wasco County it is by the school. However, Dufur school, for example, has over 300 students but they are completely separated and could be considered less than 250. She said she thinks Mosier school may also be less than 250 and perhaps Maupin as well. Chair Hege said that numbers may change based on registration.

Chair Hege asked if any of the elementary schools in The Dalles are less than 250. Dr. McDonell said that they are not but pointed out that there are different metrics for the K-3rd graders. Chair Hege asked if the schools could stagger attendance. Dr. McDonell replied that she does not believe that would meet the metrics.

Chair Hege opened the floor to public comment/questions. There were none. He thanked Dr. McDonell, saying that he learns more each week and appreciates all the clear information.

Forest Service Area Manager Lynn Burditt said the major change from last week is that they have opened the rest of the Historic Columbia River Highway including Multnomah Falls which is going fairly smoothly. The biggest challenge is they would like more visitors to support the costs of running the facility. ODOT has opened the entrance to Exit 31 which provides access to the Multnomah Falls parking lot. A ticketing reservation system is in process to encourage more visitors. They have worked very hard and are doing an amazing job; it could be a wonderful time to visit.

Ms. Burditt reported that the County has been very involved in the Mosier Creek Fire response. Nationally we have gone to a level 5 for fire danger. California and Colorado have been most impacted. Oregon and Washington State are at level 3 which reflects the resources we have available. If the fire season continues as is, public lands may close in response as appropriate.

Four Rivers Early Learning Hub Director Christa Rude said the Hub is focused on supporting families with young children. Parenting classes and support offered online in partnership with other agencies will be up and running in October. The Play and Learn group received an equity grant and will be creating kits that support families at home. Preschool Promise is a State-funded program that supports families up to 200% of the federal poverty level; that is double the standard for Head Start. It is more than a \$1 million investment for 84 slots and we just heard that the second tier has been approved. They are hoping that by January or March of 2021 they can offer up to 3 home visits for families with

babies. Fourriversfamily.com has a lot of resources for parents and families.

Child Care Partners/Child Care Resource and Referrals Director Nancey Patten thanked the Board for the invitation. She stated that it has been a roller coaster for childcare. From the beginning, the Early Learning Division, OHA and the Governor's office have worked to institute safety guidelines. There are reduced per-child numbers; daycares have been approved as emergency child care providers. They are required to prioritize the essential workers and emergency personnel. New guidelines go into effect on September 1st. Group sizes will go back to regular licensing restrictions which is 10 for family daycare providers. It must be a stable group of kids with no part-time children. Currently, in Wasco County, we have 32 programs operating as emergency childcare with 32 vacancies. Parents that are looking for care should call 2-1-1; it is a statewide call center contracted by the Early Learning Division to provide referrals. They also provide data back to the State which is very helpful in the recruitment process.

Ms. Rude said that one of the things they have been hearing is concern about supporting parents needing child care. The data that Ms. Patten is getting is that there are vacancies but there is a sense that there are gaps for school-aged children. Prior to COVID-19, they conducted a survey of families and employers. They are teaming back up to re-release a version of that survey to see what has changed and what current needs are. They hope to release that in both English and Spanish next week. That information will help them to identify and create innovative and coordinated solutions. Regional Solutions North Central Region Coordinator Nate Stice has done an amazing job helping them understand the impact child care has in relationship to economic development.

Mr. Stice said in terms of the economy, we are talking about productivity. When women leave the workforce to care for children, it impacts productivity. That is concerning in terms of women's contribution and productivity in general. Child care is impactful. This has been a discussion at Economic Resilience and they are looking for solutions. They are looking at the possibility of getting employers to partner directly with child care providers and are making some progress. They are looking for employers interested in those partnerships and are reaching out. In thinking about the long-term, we need more space – more child care centers. The easiest route is home child care providers; perhaps people who are underemployed or unemployed might want to take that on. For the child care centers, they are creating awareness and trying to remove barriers such as land use planning codes. There are a lot of innovative solutions such as employers who

want to hire someone for childcare; they are being encouraged to reach out to Ms. Patten for guidance – we want the kids to be safe. Ms. Rude added that we are learning from others for innovative solutions.

Chair Hege commented that child care is a big issue. Our County is not a huge employer but it is important to employees' ability to work, even when working from home.

Commissioner Kramer thanked the panelists and noted that 2-1-1 is an important message to share.

Vice-Chair Schwartz asked if our child care providers have been able to access CARE funding. Ms. Patten replied that there were two phases of grant funds that were given to emergency child care programs. Each was released in two parts to ensure those programs remained consistent.

Vice-Chair Schwartz asked if any day cares have closed. Ms. Patten responded that initially about half closed and most of those are still closed – mostly due to providers or their family members with compromised immune systems. She said they are working to get them back up and running.

Vice-Chair Schwartz asked if there will be more CARES funding. Mr. Stice said they are on round three which is specifically targeted at those who did not get the initial funding. There will be subsequent rounds of funding. The counties also have some CARES funding; some are looking at using a portion of county funding to address this issue along with other issues.

Chair Hege thanked the panel for their time and all the information they provided.

Agenda Item – Bakeoven Solar Project Road Use Agreement

Public Works Director Arthur Smith explained that this stems from the Avangrid Renewables' and the previously approved Right of Way Agreement; they have flushed out the scope of the project. This agreement protects the County during their construction and other phases of the project. This allows him, as the road official, to determine if their activities are damaging the roads in a way that would require repairs. They have also agreed to do dust suppression. It is a solid agreement that protects the public roads and protects Avangrid from getting blamed for damage they did not create. There will be a pre-use meeting to inspect the roads' condition.

{{{Commissioner Kramer moved to approve the Bakeoven Solar Road Use Agreement. Vice-Chair Schwartz seconded the motion which passed unanimously.}}}

Chair Hege asked if there is any indication of the timing. Mr. Smith replied that he is not sure but knows they had looked at a fall start; there may be some land use planning they have to complete. They have a site certificate from the Department of Energy which has timelines that must be met.

Agenda Item – Health Security Grant Agreement

Emergency Manager Sheridan McClellan reminded the Board that the application for this grant was approved by the Board at a previous session. We have been awarded the grant; this agreement outlines the responsibilities. The grant is for \$105,000 to be shared by Hood River, Wasco, Sherman and Gilliam Counties. Hood River and Wasco Counties will get \$35,000 each; Sherman and Gilliam Counties will share the remaining \$35,000. The plan for Wasco County is to spend \$25,000 to replace personal protective equipment stockpiles and the remaining \$10,000 to shore up surge capacity; this will be additional hospital beds.

Vice-Chair Schwartz thanked Mr. McClellan for all his hard work over the past 5 months. She asked if the award is the maximum amount available. Mr. McClellan replied that it is.

{{{Commissioner Kramer moved to approve the OHA Grant Agreement #165270 targeted for COVID-19 to support the urgent preparedness and response needs of hospitals, health systems and health care workers on the front lines of this pandemic, to include Emergency Medical Service personnel. Vice-Chair Schwartz seconded the motion which passed unanimously.}}}

Agenda Item – Sherman County Building Codes Services IGA

Chair Hege explained that this intergovernmental agreement is for Wasco County to provide building codes services for Sherman County. Our Building Official has resigned; we have notified Sherman County and they understand that could delay the start. This is not a permanent commitment – we or they can cancel the arrangement in the first 90 days. Sherman County is also considering the agreement.

Commissioner Kramer expressed concern about the loss of our Building Official

and the burden that puts on the rest of the Building Codes team. He said he wants it on record that we will move forward slowly.

Chair Hege agreed, saying that staff will have to weigh in on the speed of progress. He said he has spoken with Administrative Officer Tyler Stone; he will be reaching out to the State as they promised support when we need it.

Vice-Chair Schwartz asked if the help would be with the work or just to give us ideas of how to move forward. Chair Hege responded that they should be willing to do both. Mr. Stone has already spoken to Jefferson and Hood River Counties for some help as well.

{{Vice-Chair Schwartz moved to approve the 2020 Intergovernmental Agreement for the Administration and Enforcement of the Oregon Building Specialty, Electrical and Plumbing Codes. Commissioner Kramer seconded the motion which passed unanimously.}}

Vice-Chair Schwartz thanked Chair Hege for all his work on this project. She said she appreciates the ability to help our neighboring county. Chair Hege commented that it has to work for both of us; we will evaluate it down the road.

Agenda Item – The Dalles Riverfront Trail 2020 Maintenance and Repair Project
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The Dalles Riverfront Trail President Dan Durow reviewed the request included in the Board Packet.

Chris Zukin said that he got involved in 1995 trying to get the trail developed. Besides a place to walk and bike, the trail reconnects the community to the river. The upcoming ODOT Bike the Gorge project will make the trail a magnet for people to visit our community. He noted that the County has supported the trail in the past and he asked that the County support this request to keep the trail viable.

Bruce Lumper said that these funds are critical in conjunction with the Google grant. City Manager Julie Krueger is reaching out to Google for an update on the grant. Every dollar requested is needed to finish the project successfully. Half of the repair and seal coat is done and was accomplished by a local contractor.

Katy Young said that the County has been an incredible partner from the beginning. Wasco County built one of the first sections, including the Taylor Lake

WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
AUGUST 19, 2020
PAGE 14

Bridge. The County also acted as the fiscal agent for previous grants. She thanked the County for all that it has done to support the Trail.

Chair Hege stated that he moved here in 1991; Mr. Durow was part of the Trail from the beginning. Mr. Durow commented that this is our 33rd year. The group has met monthly for all that time. In the original master plan, the goal was to finish in 5 years.

North Wasco County Parks and Recreation District Executive Director said that the Riverfront Trail, Inc. is a fantastic group to work with and the community support over the last 3 years has been incredible. This money will go far into preserving this capital asset; this is an investment for the long term.

Wasco County Finance Director Mike Middleton said that the Budget Committee discussed budget expansion for this and rejected it. Should the Board approve, it will come from Special Economic Development funds. We have made a large commitment to Columbia Gorge Community College from that fund; those funds will come in at the end of this year. We have appropriation available for this; it will not cut us short on the CGCC commitment.

Chair Hege asked what the timing is for the project. Mr. Durow replied that they would like to get the work done before winter. He said they are ready to go once they have funding; when the repairs are complete, they can complete the seal coating.

Commissioner Kramer said that this project is very worthwhile and needed but he is concerned with Wasco County becoming a granting agency. We have talked about putting together a policy and procedure for the use of these funds and he does not want to set a precedent. He said we need to think this through.

Vice-Chair Schwartz said that she agrees, but we have been discussing the policy/procedure for the economic development funds for over a year. We have had good intentions, but it is going to take a while. She stated that this group has come to the County twice and she does not want to put them off any longer. She said that she would like to move forward with this but with a clear intent to get that policy in place.

Chair Hege also agreed, saying that we do not want to be a granting agency. COVID has not helped with the timing of Board discussions. He said that he agrees

with both Commissioners; we want to support our core services. This is a great amenity for our county and it is not out of line for us to support it. He said that the group has done a great job on this project. There is concern about longevity and he hopes we will see that.

{{Vice-Chair Schwartz moved to approve the \$50,000 funding request to help complete work on the 2020 Riverfront Trail Repair and Maintenance Project. Commissioner Kramer seconded the motion. Vice-Chair Schwartz and Chair Hege voted "Aye," Commissioner Kramer voted "Nay" on procedure. Motion Passed.}}

Discussion List – Newspaper Publication Agreement

Ms. Clark explained that this agreement stabilizes the pricing for legal notices each year. The agreement is unchanged from last year with the exception of the name of the newspaper which recently became the Columbia Gorge News.

Vice-Chair Schwartz asked if we have similar agreements with other news outlets. Ms. Clark explained that this agreement is only for the publication of legal notices such as the annual foreclosure list which is required to be published in a paper of record. Regular public notices go out to the newspaper, local radio stations and a new local online news site. Those notices are free; we are required to provide those notices; they are not required to publish.

{{Commissioner Kramer moved to approve the 2020-2021 contract between Wasco County and Columbia Gorge News for the publication of legal notices. Vice-Chair Schwartz seconded the motion which passed unanimously.}}

Discussion List – Finance Report

Mr. Middleton reviewed the report included in the Board Packet. He explained that the reconciliations are not included this month as there are still items coming in to close out the fiscal year.

The Board thanked Mr. Middleton for all his hard work.

Consent Agenda – 7.29.2020 & 8.5.2020 Minutes; Delegation of Authority – Mosier Creek Fire

Chair Hege said that yesterday he signed a document to relinquish the authority from the State, which puts management of the fire back to local control. He said the fire is moving to patrol status; everyone agrees that the response to this fire

has been exceptional. They did exactly what they needed to do, exactly when they needed to do it. We owe a great debt of gratitude to the initial responders. One thing we learned from the Substation Fire was that air assets need to be in early as they were for the Mosier Creek Fire.

Vice-Chair Schwartz asked if part of the reason for the success in fighting the Mosier Creek Fire was that there were not many other fires burning at the time it started. Chair Hege replied that the availability of resources was critical in the success of fighting the fire.

Vice-Chair Schwartz asked for an update on other fires burning in Wasco County. Commissioner Kramer said he expects a call from the Forest Service regarding the fire in the southern part of the county and will pass along the information. Chair Hege said the information he has is that it is all within the National Forest. Commissioner Kramer confirmed.

{{{Commissioner Kramer moved to approve the Consent Agenda with the addition of the relinquishment of authority for the Mosier Creek Fire. Vice-Chair Schwartz seconded the motion which passed unanimously.}}}

Chair Hege closed the session at 11:08 a.m.

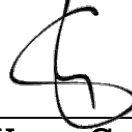
Summary of Actions

MOTIONS

- **To approve the Bakeoven Solar Road Use Agreement.**
- **To approve the OHA Grant Agreement #165270 targeted for COVID-19 to support the urgent preparedness and response needs of hospitals, health systems and health care workers on the front lines of this pandemic, to include Emergency Medical Service personnel.**
- **To approve the 2020 Intergovernmental Agreement for the Administration and Enforcement of the Oregon Building Specialty, Electrical and Plumbing Codes.**
- **To approve the \$50,000 funding request to help complete work on the 2020 Riverfront Trail Repair and Maintenance Project. Commissioner Kramer seconded the motion.**
- **to approve the 2020-2021 contract between Wasco County and Columbia Gorge News for the publication of legal notices.**
- **To approve the Consent Agenda: 7.29.2020 Special Session Minutes;**

8.5.2020 Regular Session Minutes and Delegation of Authority – Mosier Creek Fire; with the addition of the relinquishment of authority for the Mosier Creek Fire.

Wasco County
Board of Commissioners



Scott C. Hege, Commission Chair



Kathleen B. Schwartz, Vice-Chair



Steven D. Kramer, County Commissioner



DISCUSSION LIST

[COVID-19 UPDATES](#) – Community Partners

[NEWSPAPER PUBLICATION AGREEMENT](#) – Kathy Clark

[FINANCE REPORT](#) – Mike Middleton



DISCUSSION ITEM

COVID-19 Updates

[NO DOCUMENTS HAVE BEEN SUBMITTED FOR THIS ITEM – RETURN TO AGENDA](#)



DISCUSSION ITEM

Newspaper Publication Agreement

[COLUMBIA GORGE NEWS/WASCO COUNTY CONTRACT FOR
PUBLICATION OF LEGAL NOTICES](#)

[MOTION LANGUAGE](#)

Columbia Gorge News, LLC
1800 W. 6th Street
The Dalles, Oregon 97058

2020-2021
CONTRACT

FOR PUBLICATION OF LEGAL NOTICES FOR WASCO COUNTY

IN CONSIDERATION of the rates at which Retail Display Advertising is sold under this Contract, the undersigned Advertiser agrees to publish Legal Notices for Wasco County, Oregon in **Columbia Gorge News** from September 1, 2020 to August 31, 2021, as follows:

This advertising and such other Display Space as the Advertiser publishes in **Columbia Gorge News** during this period shall be billed at one of the following rates by the Publisher to the Advertiser at the end of each calendar month for each column inch of space: \$8.00 for On-Line E-Mail. This Contract rate is predicated on payment in full by the 15th of the month following billing.

The deadline for having legal notices to **Columbia Gorge News** is by 5 P.M. the Friday prior to publication, or by permission.

Errors and omissions are the responsibility of the Advertiser and **Columbia Gorge News** assumes no financial responsibility for such errors unless proof is not shown and then only to the extent of the space occupied by such error and a correction in an equal amount of space will be run in the next available issue of **Columbia Gorge News**.

Neither **Columbia Gorge News** nor Advertiser is liable for fulfillment of contract if such is made impossible through suspension of business, or through fire, flood or acts of God.

DATED this 4th day of August, 2020.

WASCO COUNTY BOARD
OF COMMISSIONERS:

Scott C. Hege, County Commission Chair

Kathy Schwartz, County Commission
Vice-Chair

Steven D. Kramer, Commissioner

APPROVED AS TO FORM:

Columbia Gorge News, LLC

Kathy Clark
Wasco County Executive Assistant

Chelsea Marr, Publisher

Date: 8/04/20



MOTION

SUBJECT: Newspaper Publication Agreement

I move to approve the 2020-2021 contract between Wasco County and Columbia Gorge News for the publication of legal notices.



DISCUSSION ITEM

Finance Report

[DIRECTOR'S REPORT](#)

[JUNE FINANCIALS](#)

Wasco County Financial Report – For June 2020 – 1st Review

This report is for the 12th 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 100.0% budget execution is a good place for analysis to start. This may not be relevant on all accounts but is a starting point. This is a month the impact of COVID will start to be more visible. As the final month in the fiscal period, there will be additional accruals occurring in July and August due to closing out the fiscal year.

Discussion of Revenues

- Property Tax revenues are \$267K more than last fiscal year at this time
 - Budget execution is 99.8% compared to 101.3% last fiscal year
 - With the typical revenue in June and year end accruals, the total property tax revenue should exceed the budgeted target.
 - July receipts have been accrued – August remains
 - Only \$19K more is needed to reach the budget, in August already \$10K has come in as of 8/11/2020 – the budget will be reached.
- Licenses, Fees & Permits are on track at 115.1% budget execution – this exceeds the 96.8% budget execution at this point last year. The amount has increased by \$148K over last fiscal year which is a 11.2% increase.
 - Solid Waste Host Fee is \$163K of this amount – when accruals are added, this will increase \$138K.
- Intergovernmental revenue is up \$221K from last year. The primary reason is the \$224K received from Video Poker. This is due to a change in the financial structure for the county and is as planned – as noted in September and since.
 - 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.
 - Additionally, the marijuana tax distribution is \$19K ahead of last fiscal year at this time while liquor tax is \$22K ahead of last fiscal year
 - Accruals will be about \$16K more revenue
- Interest earnings are executing at 135.2% of the budget. This compares to 415.8% budget execution last year. The difference in execution rates is primarily due to better projection amounts and decreasing interest rates
 - The overall interest is down \$107K.
 - It is important to note, interest rates are falling; as of June the Oregon Short Term Fund is down to 1.0%
- Transfers in for the fiscal year have been completed with an execution of 62.3%
 - The full amounts budgeted were not transferred in due to the triggering event not occurring.

- Assessment & Taxation is executing at 156.7% compared to 218.8% at this time last year. This is on track and is an increase over last year of \$2K.
- County Clerk is under last year by \$5K with an execution of 112.9%. This compares favorably to the 100.0% execution last fiscal year.
- Sheriff's Office is executing at an overall 69.7% compared to 74.9% last fiscal year. The overall revenue is down \$68K over last year – a \$16K improvement over May.
 - This is primarily due to Intergovernmental Revenue - Non Single Audit being down \$52K – as discussed in prior reports.
 - 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 121.0% so this is in line with expectations, the total is \$37K less than last fiscal year.
 - The execution last fiscal year was 103.0%.
- District Attorney's Office has a large jump in revenue - \$65K more than last fiscal year.
 - This is due to the \$80K received from The Dalles that was not included in the revenue budget – as discussed since August.
 - 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 has gained 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.
- Planning is executing at 104.3% compared to 119.0% last year; the total dollar difference is \$197K less which is a 53.2% decrease in revenue
 - Land Use Permits are down \$31K in the year to year comparison
 - When the on-time revenues from FY19 are factored out – this is the real decrease
 - Unsure if this is COVID related or a normal trending
 - State Reimbursement is down \$31K but this is in line with budgeted expectations as FY19 had a grant and FY20 does not
 - Miscellaneous revenues is also down \$134K due to a large administrative fees collected in FY19 that was not budgeted; There are not a comparable receipts in FY20 nor are any budgeted/expected.
- Youth Services is executing at 94.1% overall compared to 243.4% last fiscal year. The total revenue has increased \$93K
 - The increase is primarily due to taking on the Youth Think in the General Fund now instead of being a separate fund – this is an increase of \$146K offset by a decrease of \$54K for Youth Services

Public Works

- Interest Earnings are executing at 183.5% which is \$18K less than last fiscal year.
 - As noted in the General Fund section – LGIP interest is falling; last year at this time LGIP earned 2.75% - it has now dropped to 1.0%
- Motor Vehicle Funds are executing at 87.1% but still have an accrual to be entered of \$145K
- All revenues are in line with expectations and comparable to last fiscal year. Overall revenue execution is 101.1% compared to 105.6% last fiscal year.

Building Codes – General

- New department with no year to year comparison
- Beginning fund balance includes the split from the MCCOG funds held
 - Split at 70% - 30% between General & Electrical
- \$726K through June year to date
 - 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 or the MCCOG share
 - Originally the State was going to send it prior to June 30th but that didn't happen
 - Total new revenue in June is \$41K
 - This is the same as May
- Included in the revenue – which are really flow through amounts – are the State 12% Surcharge and the Construction Excise Tax (CET)
 - The State Surcharge is \$38K of the revenue generated
 - The CET is \$215K of the revenue generated
- Interest is doing well with an execution of 126.7% for \$32K in interest

Building Codes – Electrical

- New department with no year to year comparison
- Beginning fund balance includes the split from the MCCOG funds held
 - Split at 70% - 30% between General & Electrical
- \$95K for through June year to date
 - This is a budget execution of 36.7%.
 - Total new revenue for June is \$8K – this is \$2K more than May
- Included in the revenue is the 12% State Surcharge
 - This is \$9K

Reserve Funds

- Only General Operating Reserve and Road Reserve have transfers in – others only have interest.
- All transfers in have been recorded
 - None planned for most as part of the PERS Side Account Funding plan

Special Economic Development Fund

- Execution is up \$2M – this is due to the new Abatement starting. However, it is still a receivable and is outstanding pending finalization of the agreements.
 - Additionally, the phase three billing was issued – it had not been paid as of 6/30 as negotiations were being completed
 - Outstanding AR as of 6/30/2020 = \$1,116,909 (paid in August)

Park Fund

- The Park did not open as scheduled due to COVID-19 and has canceled several large events.
 - All groups have been cancelling or cancelled by Wasco due to COVID response
 - The Park is open now – in limited fashion. Only self-contained RVs and the bathrooms are locked.
- Operating revenues executed at 77.3% of the budget
 - This is all COVID related

Fair

- While not hit yet, the Fair Board has cancelled the Fair – actually a next fiscal year event but the ramp up starts in the current fiscal year

Museum

- The Museum Commission decided to not open the Museum yet due to COVID-19 – Following the lead of the Discover Center and other Museums in the area
- Admissions, Memberships & Merchandise are executed at 91.4% - or \$3K under the budgeted amount
 - If not for the COVID closure, the revenue would have exceeded the budget

All other funds

- Within budget expectations and historical trends

Discussion of Expense

General Fund

- Overall the budget execution is 84.6% - This is just under the straight-line 100.0% rate.
- All areas/departments are under the appropriation except:
 - Surveyor– 108.7% execution due to software purchased – this software cost \$4,990
 - Even combining the Surveyor with the Watermaster (both are combined per Oregon Local Budget Law) the budget is exceeded. Costs will be examined and this will be rectified (This is why this is the “1st Review)

- District Attorney budget execution is 100.5% - while close, this is still over the appropriation.
 - Will be reviewed and resolved – the issue is in Personnel
- Transfers
 - The transfers to Fair & the Museum have been completed to 100%
 - The transfer to 911 is executed to 100%
 - The transfer to the reserve fund for the PERS side account has been completed

Public Works

- Overall budget execution is 95.0% - less than last year at this time of 99.8%
- Personnel is at 95.2% which is under the full appropriation
- Materials & Supplies executing at 91.6%

Building Codes – General

- Personnel Services is executing at 75.8%
- Materials & Services is executing at 78.5%
 - Contracted services have exceeded the budget by \$72K – this is due to utilizing contractors to work through the backlog created in the transition from the State
- Total expense outlay is executing at 45.5% which is within expectations
 - Reimbursement transfer to the General Fund has happened in February – this was 53% of the budgeted amount and is now complete
- While the execution against budget looks great for the expenses, when compared to the revenue the fund is using fund balance.
 - New revenues as of 6/30 = \$726,326
 - Operating expense as of 6/30 = \$846,029
 - Net loss = \$120K

Building Codes – Electrical

- Personnel costs are executing at 67.0% so well under target
- Materials & Services are executing at 44.1% so well under budget
- While this looks good, combining it with the results of the revenue review changes the picture
 - New revenues for FY20 \$95K; Personnel alone is \$155K
 - This means the department is utilizing \$60K of fund balance just to meet payroll
 - Materials & Services is another \$27K – which will reduce fund balance
 - At the current rate, operating expenses are 1.9 times operating revenue
- The transfers to reimburse the General Fund has been executed at 15.1% of the budgeted amount and is now complete
- The State 12% Surcharge has been budgeted as was approved by the BOCC.

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

Summary

- Personnel costs across all funds are 93.7% of the budget
 - Even with the PERS Side Account, 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 55.4% of budget execution
 - Only one Department is above the budget
 - Public Works in the General Fund but this will be under budget in total at year end
- Capital Outlay is at 4.3% budget execution across all funds
 - Most of this (\$418K) is due to the CDBG Grant
 - The purchase of the Sheriff's Office vehicles from last fiscal year that finally finished
 - Have not purchased the vehicles for FY20 – have not arrived yet
 - This has been pushed to FY21
- Investment Earnings are executing at 186.1% across all funds
 - This is \$213K less than last fiscal year when the effect of the Mark to Market adjustment is considered
 - Interest is dropping. Last year at this time it was 2.75% in the LGIP – the LGIP rate is now 1.0%
 - The investment portfolio is shrinking in size as the LGIP was returning better than can be invested in
- Building Codes
 - Building Codes – General is moving in the right direction
 - Supported primarily by Structural Permits at this time
 - Still will be decreasing fund balance
 - The fund balance is very healthy with the funds coming in from the MCCOG share
 - Building Codes – Electrical has challenges
 - Revenues need to increase in relation to expense
 - Operating expense is 1.9 times operating revenue
 - Has a healthy fund balance due to the MCCOG share now included in Fund Balance

- 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

Reconciliations for June were initially completed as 7/29/2020. The reconciliations will be reviewed in relation to the accrual entries before being submitted for review.



Wasco County Monthly Report

General Fund Revenue - June 2020 - 1st Review

Filters

Fd	101
Cat	(Multiple Items)

Data		Current					
Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year
Revenue							
GENERAL FUND							
NON-DEPARTMENTAL RESOURCES-R							
GENERAL FUND RESOURCES-R							
PROPERTY TAXES-R							
CURRENT TAXES	9,663,636	9,614,975	9,182,912	99.5%	99.3%	4.7%	432,062.67
PRIOR YEARS TAXES	280,000	315,236	395,771	112.6%	141.3%	-20.3%	(80,534.23)
PILT	30,000	23,934	108,749	79.8%	362.5%	-78.0%	(84,814.09)
PROPERTY TAXES-R Total	9,973,636	9,954,146	9,687,431	99.8%	101.3%	2.8%	266,714.35
LICENSES FEES & PERMITS-R	1,278,280	1,471,442	1,323,058	115.1%	118.0%	11.2%	148,383.58
INTERGOV'T REV - NON SINGLE AUDIT-R	816,311	807,378	585,308	98.9%	98.7%	37.9%	222,069.39
INTERGOV'T REV - SINGLE AUDIT-R	3,200	1,511	2,936	47.2%	91.7%	-48.5%	(1,425.24)
INVESTMENT EARNINGS-R	198,056	267,704	375,036	135.2%	415.8%	-28.6%	(107,331.22)
RENTS-R	11,846	11,922	11,846	100.6%	100.4%	0.6%	75.75
MISCELLANEOUS-R	148,026	575,632	292,255	388.9%	197.7%	97.0%	283,376.97
TRANSFERS IN-R	1,215,271	757,659	590,000	62.3%	86.8%	28.4%	167,659.15
GENERAL FUND RESOURCES-R Total	13,644,626	13,847,394	12,867,871	101.5%	105.4%	7.6%	979,522.73
NON-DEPARTMENTAL RESOURCES-R Total	13,644,626	13,847,394	12,867,871	101.5%	105.4%	7.6%	979,522.73
ASSESSMENT & TAXATION-R							
ASSESSMENT & TAXATION-R	28,500	44,651	42,566	156.7%	218.8%	4.9%	2,085.19
ASSESSMENT & TAXATION-R Total	28,500	44,651	42,566	156.7%	218.8%	4.9%	2,085.19
COUNTY CLERK-R							
COUNTY CLERK-R	136,150	171,088	146,773	125.7%	89.8%	16.6%	24,315.25
ELECTIONS-R	18,350	3,406	32,445	18.6%	205.4%	-89.5%	(29,039.33)
COUNTY CLERK-R Total	154,500	174,494	179,218	112.9%	100.0%	-2.6%	(4,724.08)
SHERIFF-R							
EMERGENCY MANAGEMENT-R	58,965	61,006	33,222	103.5%	56.3%	83.6%	27,784.30



Wasco County Monthly Report

General Fund Revenue - June 2020 - 1st Review

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	
MARINE PATROL-R	52,536	5,604	62,763	10.7%	111.8%	-91.1%	(57,159.33)
LAW ENFORCEMENT-R	213,160	159,795	198,422	75.0%	71.4%	-19.5%	(38,626.45)
SHERIFF-R Total	324,661	226,406	294,407	69.7%	74.9%	-23.1%	(68,001.48)
ADMINISTRATIVE SERVICES-R							
INFORMATION TECHNOLOGY-R	99,250	120,055	102,874	121.0%	95.9%	16.7%	17,181.00
EMPLOYEE & ADMINISTRATIVE SERVICES-R	1,150	8,595	2,672	747.4%	213.8%	221.7%	5,923.05
FACILITIES-R	222,525	241,509	301,987	108.5%	105.2%	-20.0%	(60,477.85)
ADMINISTRATIVE SERVICES-R Total	322,925	370,159	407,533	114.6%	103.0%	-9.2%	(37,373.80)
ADMINISTRATION-R	973,310	690,845	518,114	71.0%	76.4%	33.3%	172,730.96
DISTRICT ATTORNEY-R	221,484	255,505	189,927	115.4%	85.8%	34.5%	65,578.43
PLANNING-R	166,600	173,799	371,123	104.3%	119.0%	-53.2%	(197,324.06)
PUBLIC WORKS-R							
SURVEYOR-R	16,200	23,380	60,640	144.3%	427.0%	-61.4%	(37,260.00)
WATERMASTER-R	1,865	1,865	1,865	100.0%	100.0%	0.0%	-
PUBLIC WORKS-R Total	18,065	25,245	62,505	139.7%	389.1%	-59.6%	(37,260.00)
PREVENTION DIVISION-R							
YOUTH SERVICES-R	87,025	56,255	109,966	64.6%	243.4%	-48.8%	(53,711.18)
YOUTHTHINK SERVICES-R	128,500	146,484	-	114.0%	#DIV/0!	#DIV/0!	146,483.73
PREVENTION DIVISION-R Total	215,525	202,738	109,966	94.1%	243.4%	84.4%	92,772.55
GENERAL FUND Total	16,070,196	16,011,236	15,043,230	99.6%	104.0%	6.4%	968,006.44
Revenue Total	16,070,196	16,011,236	15,043,230	99.6%	104.0%	6.4%	968,006.44



Wasco County Monthly Report

General Fund Expense - June 2020 - 1st Review

Filters

Fd	101
Cat	(Multiple Items)

Data		Current					
Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	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	803,251	788,042	89.7%	99.6%	1.9%	15,208.38
ASSESSMENT & TAXATION-E Total	895,396	803,251	788,042	89.7%	99.6%	1.9%	15,208.38
COUNTY CLERK-E							
COUNTY CLERK-E	255,245	243,458	237,085	95.4%	100.0%	2.7%	6,372.81
ELECTIONS-E	111,801	84,152	76,093	75.3%	75.0%	10.6%	8,058.23
COUNTY CLERK-E Total	367,046	327,610	313,178	89.3%	92.5%	4.6%	14,431.04
SHERIFF-E							
EMERGENCY MANAGEMENT-E	102,092	99,534	52,497	97.5%	54.3%	89.6%	47,037.61
MARINE PATROL-E	52,536	31,757	34,118	60.4%	60.8%	-6.9%	(2,361.06)
LAW ENFORCEMENT-E	2,331,364	2,043,865	1,924,931	87.7%	89.1%	6.2%	118,934.53
SHERIFF-E Total	2,485,992	2,175,157	2,011,546	87.5%	86.9%	8.1%	163,611.08
ADMINISTRATIVE SERVICES-E							
INFORMATION TECHNOLOGY-E	1,024,526	858,177	993,118	83.8%	95.0%	-13.6%	(134,941.51)
COUNTY COMMISSION-E	233,643	232,230	213,894	99.4%	99.2%	8.6%	18,336.38
EMPLOYEE & ADMINISTRATIVE SERVICES-E	1,018,325	990,805	911,274	97.3%	95.8%	8.7%	79,530.89
FACILITIES-E	2,132,849	693,618	657,051	32.5%	40.1%	5.6%	36,567.01
ADMINISTRATIVE SERVICES-E Total	4,409,343	2,774,830	2,775,337	62.9%	72.1%	0.0%	(507.23)
ADMINISTRATION-E							
ADMINISTRATION-E	790,520	676,175	453,072	85.5%	70.2%	49.2%	223,102.99
PASS-THROUGH GRANTS-E	825,594	545,316	386,536	66.1%	72.8%	41.1%	158,780.05
NORCOR-E	1,499,390	1,578,546	1,347,602	105.3%	99.6%	17.1%	230,944.21
VETERANS-E	157,685	146,912	140,416	93.2%	98.5%	4.6%	6,496.14
SPECIAL PAYMENTS-E	501,993	494,334	486,521	98.5%	101.8%	1.6%	7,812.92
ADMINISTRATION-E Total	3,775,182	3,441,283	2,814,146	91.2%	89.3%	22.3%	627,136.31



Wasco County Monthly Report

General Fund Expense - June 2020 - 1st Review

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	
DISTRICT ATTORNEY-E	707,147	710,898	645,444	100.5%	94.8%	10.1%	65,453.99
PLANNING-E	899,045	784,507	926,165	87.3%	93.2%	-15.3%	(141,658.24)
PUBLIC WORKS-E							
SURVEYOR-E	52,288	56,859	44,004	108.7%	99.8%	29.2%	12,854.31
WATERMASTER-E	3,730	3,469	3,718	93.0%	99.7%	-6.7%	(248.61)
PUBLIC WORKS-E Total	56,018	60,328	47,722	107.7%	99.8%	26.4%	12,605.70
PREVENTION DIVISION-E							
YOUTH SERVICES-E	684,241	650,379	635,977	95.1%	100.0%	2.3%	14,401.94
YOUTHTHINK SERVICES-E							
PERSONAL SERVICES-E	91,036	88,344	-	97.0%	#DIV/0!	#DIV/0!	88,343.71
MATERIALS & SERVICES-E	150,999	104,363	-	69.1%	#DIV/0!	#DIV/0!	104,362.96
YOUTHTHINK SERVICES-E Total	242,035	192,707	-	79.6%	#DIV/0!	#DIV/0!	192,706.67
PREVENTION DIVISION-E Total	926,276	843,085	635,977	91.0%	100.0%	32.6%	207,108.61
NON-DEPARTMENTAL EXPENDITURES-E							
GENERAL FUND EXPENDITURES-E							
TRANSFERS OUT-E							
TRANSFER TO 911 COMMUNICATIONS FUND	253,129	253,128	248,918	100.0%	100.0%	1.7%	4,210.00
TRANSFER TO CAP ACQUISITION FUND	-	-	850,000	#DIV/0!	100.0%	-100.0%	(850,000.00)
TRANSFER TO COUNTY FAIR FUND	29,000	29,000	29,000	100.0%	100.0%	0.0%	-
TRANSFER TO FACILITIES CAPITAL REPLACEME	-	-	1,150,000	#DIV/0!	100.0%	-100.0%	(1,150,000.00)
TRANSFER TO OPERATING RESERVE	3,324,533	3,124,533	1,150,500	94.0%	100.0%	171.6%	1,974,033.00
TRANSFERS TO MUSEUM FUND	17,500	17,500	17,500	100.0%	100.0%	0.0%	-
TRANSFERS OUT-E Total	3,624,162	3,424,161	3,445,918	94.5%	100.0%	-0.6%	(21,757.00)
GENERAL FUND EXPENDITURES-E Total	3,624,162	3,424,161	3,445,918	94.5%	100.0%	-0.6%	(21,757.00)
NON-DEPARTMENTAL EXPENDITURES-E Total	3,624,162	3,424,161	3,445,918	94.5%	100.0%	-0.6%	(21,757.00)
GENERAL FUND Total	18,145,607	15,345,109	14,403,477	84.6%	88.6%	6.5%	941,632.64
Expense Total	18,145,607	15,345,109	14,403,477	84.6%	88.6%	6.5%	941,632.64



Wasco County Monthly Report

Public Works Fund - June 2020 - 1st Review

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	67,981	58,082	170.0%	207.4%	17.0%	9,899.47
LID INTEREST	-	-	-	#DIV/0!	#DIV/0!	#DIV/0!	-
MARK TO MARKET - UNREALIZED GAIN/LOSS	-	5,428	33,825	#DIV/0!	#DIV/0!	-84.0%	(28,397.63)
INVESTMENT EARNINGS-R Total	40,000	73,409	91,907	183.5%	328.2%	-20.1%	(18,498.16)
TRANSFERS IN-R	-	-	-	#DIV/0!	#DIV/0!	#DIV/0!	-
INTERNAL SERVICES-R	3,180	3,180	3,180	100.0%	100.0%	0.0%	-
PUBLIC WORKS RESOURCES-R Total	43,180	76,589	95,087	177.4%	305.0%	-19.5%	(18,498.16)
NON-DEPARTMENTAL RESOURCES-R Total	43,180	76,589	95,087	177.4%	305.0%	-19.5%	(18,498.16)
PUBLIC WORKS-R							
PUBLIC WORKS-R							
LICENSES FEES & PERMITS-R	12,000	17,898	15,987	149.1%	133.2%	12.0%	1,910.75
INTERGOV'T REV - NON SINGLE AUDIT-R	2,864,869	2,490,663	2,829,810	86.9%	101.0%	-12.0%	(339,147.34)
INTERGOV'T REV - SINGLE AUDIT-R	151,737	515,682	531,567	339.9%	96.0%	-3.0%	(15,885.08)
MISCELLANEOUS-R	2,500	10,289	10,257	411.6%	1025.7%	0.3%	32.32
SALE OF FIXED ASSETS-R	10,000	-	5,000	0.0%	50.0%	-100.0%	(5,000.00)
CHARGES FOR SERVICES-R	217,000	254,399	282,580	117.2%	134.6%	-10.0%	(28,181.25)
PUBLIC WORKS-R Total	3,258,106	3,288,930	3,675,201	100.9%	102.5%	-10.5%	(386,270.60)
WEED & PEST-R	232,000	206,951	289,787	89.2%	128.8%	-28.6%	(82,836.05)
PUBLIC WORKS-R Total	3,490,106	3,495,881	3,964,988	100.2%	104.0%	-11.8%	(469,106.65)
PUBLIC WORKS FUND Total	3,533,286	3,572,470	4,060,075	101.1%	105.6%	-12.0%	(487,604.81)
Revenue Total	3,533,286	3,572,470	4,060,075	101.1%	105.6%	-12.0%	(487,604.81)
Expense							



Wasco County Monthly Report

Public Works Fund - June 2020 - 1st Review

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current	Prior Year	Year to Year % Change	Current Year - Prior Year
				Budget Executed	Budget Executed		
PUBLIC WORKS FUND							
PUBLIC WORKS-E							
PUBLIC WORKS-E							
PERSONAL SERVICES-E	1,890,402	1,799,463	1,754,421	95.2%	96.4%	2.6%	45,042.44
MATERIALS & SERVICES-E							
BLDG REPAIR & MAINT - PUBLIC WORKS	5,000	5,130	6,195	102.6%	123.9%	-17.2%	(1,064.85)
CHEMICALS & MATERIALS	50,000	50,295	48,190	100.6%	96.4%	4.4%	2,104.98
CONTR SRVCS - WORK	190,000	140,294	127,357	73.8%	68.8%	10.2%	12,936.76
DUES & SUBSCRIPTIONS	4,000	3,850	3,435	96.3%	130.1%	12.1%	415.00
EMULSIFIED ASPHALT	327,500	309,216	325,220	94.4%	100.1%	-4.9%	(16,004.05)
EQUIPMENT - OFFICE/ENG/RADIO	10,000	1,040	1,077	10.4%	10.8%	-3.4%	(37.00)
EQUIPMENT - REPAIR & MAINTENANCE	200,000	247,844	237,332	123.9%	124.9%	4.4%	10,511.53
INSURANCE & BONDS	55,000	59,947	59,859	109.0%	116.0%	0.1%	87.64
LEGAL NOTICES & PUBLISHING	500	138	200	27.5%	40.0%	-31.3%	(62.50)
MEALS LODGING & REGISTRATION	5,000	558	1,311	11.2%	26.2%	-57.5%	(753.49)
PETROLEUM PRODUCTS	325,000	276,106	351,310	85.0%	132.6%	-21.4%	(75,204.22)
POSTAGE	500	430	161	86.0%	32.1%	167.7%	269.30
SAFETY EQUIPMENT & SUPPLIES	10,000	6,375	7,592	63.7%	75.9%	-16.0%	(1,216.94)
SHOP & YARD - MAINT & REPAIR	10,000	1,010	770	10.1%	7.7%	31.2%	240.15
SUPPLIES	50,000	18,650	68,795	37.3%	172.0%	-72.9%	(50,144.78)
SUPPLIES - HOT MIX	60,000	42,627	48,752	71.0%	81.3%	-12.6%	(6,125.12)
SUPPLIES - PAINT & BEADS	75,000	104,483	73,225	139.3%	97.6%	42.7%	31,257.50
SUPPLIES - SIGNS	5,000	4,188	6,754	83.8%	90.1%	-38.0%	(2,566.22)
TAXES/PERMITS/ASSESSMENTS	3,500	2,462	2,105	70.3%	70.2%	16.9%	356.70
TELEPHONE	9,200	10,377	10,209	112.8%	113.4%	1.7%	168.45
TESTING & CERTIFICATIONS	4,000	2,854	4,251	71.3%	106.3%	-32.9%	(1,397.50)
TRAINING & EDUCATION	3,000	200	343	6.7%	11.4%	-41.8%	(143.44)
TRAVEL & MILEAGE	250	242	74	97.0%	29.8%	225.6%	167.95
UTILITIES - PW & POP	36,000	32,085	39,368	89.1%	112.5%	-18.5%	(7,282.61)
UTILITIES - RENTALS	16,000	13,750	12,183	85.9%	67.7%	12.9%	1,566.43
FUEL SYSTEM R&M (FUNDED BY 16 CENTS)	5,000	3,193	5,402	63.9%	108.0%	-40.9%	(2,208.98)
MATERIALS & SERVICES-E Total	1,459,450	1,337,341	1,441,471	91.6%	105.2%	-7.2%	(104,129.31)
CAPITAL OUTLAY-E	17,500	-	26,588	0.0%	88.6%	-100.0%	(26,588.00)
PUBLIC WORKS-E Total	3,367,352	3,136,805	3,222,480	93.2%	100.1%	-2.7%	(85,674.87)
WEED & PEST-E							



Wasco County Monthly Report

Public Works Fund - June 2020 - 1st Review

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		
PERSONAL SERVICES-E	103,658	107,038	105,035	103.3%	103.4%	1.9%	2,002.13
MATERIALS & SERVICES-E							
BLDG REPAIR & MAINT	-	95	-	#DIV/0!	#DIV/0!	#DIV/0!	95.00
CHEMICALS & MATERIALS	120,000	119,879	119,563	99.9%	92.0%	0.3%	316.18
EQUIPMENT - NON CAPITAL	-	-	-	#DIV/0!	#DIV/0!	#DIV/0!	-
EQUIPMENT - REPAIR & MAINTENANCE	-	-	-	#DIV/0!	#DIV/0!	#DIV/0!	-
GAS & OIL	7,500	7,328	6,081	97.7%	81.1%	20.5%	1,246.95
INSURANCE & BONDS	1,200	-	-	0.0%	0.0%	#DIV/0!	-
SAFETY EQUIPMENT & SUPPLIES	1,200	1,601	784	133.4%	65.4%	104.1%	816.65
SUPPLIES - OFFICE	1,000	154	416	15.4%	41.6%	-62.9%	(261.50)
TELEPHONE	2,200	2,250	1,665	102.3%	79.3%	35.1%	585.07
TRAINING & EDUCATION	2,000	663	901	33.2%	45.0%	-26.4%	(237.56)
TRAVEL & MILEAGE	100	637	-	637.1%	0.0%	#DIV/0!	637.13
UTILITIES	600	-	627	0.0%	125.4%	-100.0%	(627.05)
VEHICLE - REPAIR & MAINTENANCE	-	1,261	-	#DIV/0!	#DIV/0!	#DIV/0!	1,260.90
MATERIALS & SERVICES-E Total	135,800	133,869	130,037	98.6%	89.3%	2.9%	3,831.77
CAPITAL OUTLAY-E	-	-	-	#DIV/0!	#DIV/0!	#DIV/0!	-
WEED & PEST-E Total	239,458	240,906	235,072	100.6%	95.1%	2.5%	5,833.90
PUBLIC WORKS-E Total	3,606,810	3,377,711	3,457,552	93.6%	99.8%	-2.3%	(79,840.97)
NON-DEPARTMENTAL EXPENDITURES-E							
PUBLIC WORKS EXPENDITURES-E	1,000,000	1,000,000	-	100.0%	0.0%	#DIV/0!	1,000,000.00
NON-DEPARTMENTAL EXPENDITURES-E Total	1,000,000	1,000,000	-	100.0%	0.0%	#DIV/0!	1,000,000.00
PUBLIC WORKS FUND Total	4,606,810	4,377,711	3,457,552	95.0%	99.8%	26.6%	920,159.03
Expense Total	4,606,810	4,377,711	3,457,552	95.0%	99.8%	26.6%	920,159.03



Wasco County Monthly Report

Building Codes - June 2020 - 1st Review

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	4,557,970	-	173.9%	#DIV/0!	#DIV/0!	4,557,969.51	
INVESTMENT EARNINGS-R	25,000	31,667	-	126.7%	#DIV/0!	#DIV/0!	31,666.54	
TRANSFERS IN-R	200,000	-	-	0.0%	#DIV/0!	#DIV/0!	-	
NON-DEPARTMENTAL RESOURCES-R Total	2,846,743	4,589,636	-	161.2%	#DIV/0!	#DIV/0!	4,589,636.05	
BUILDING CODES-R								
LICENSES FEES & PERMITS-R								
STATE 12% SURCHARGE COLLECTION	100,000	38,484	14,289	38.5%	#DIV/0!	169.3%	24,195.67	
STRUCTURAL PERMIT	589,892	349,725	147,279	59.3%	#DIV/0!	137.5%	202,446.54	
MECHANICAL PERMIT	589,892	49,464	61,914	8.4%	#DIV/0!	-20.1%	(12,450.04)	
MANUFACTURED DWELLING PLACEMENT	196,631	4,662	444	2.4%	#DIV/0!	950.0%	4,217.96	
PLUMBING PERMIT	589,892	68,971	1,946	11.7%	#DIV/0!	3444.2%	67,024.92	
LICENSES FEES & PERMITS-R Total	2,066,307	511,307	225,872	24.7%	#DIV/0!	126.4%	285,435.05	
MISCELLANEOUS-R	300,000	215,019	21,483	71.7%	#DIV/0!	900.9%	193,535.85	
BUILDING CODES-R Total	2,366,307	726,326	247,355	30.7%	#DIV/0!	193.6%	478,970.90	
Revenue Total	5,213,050	5,315,962	247,355	102.0%	#DIV/0!	2049.1%	5,068,606.95	
Expense								
NON-DEPARTMENTAL EXPENDITURES-E								
TRANSFERS OUT-E								
TRANSFER TO GENERAL FUND	250,000	132,398	-	53.0%	#DIV/0!	#DIV/0!	132,397.77	
TRANSFER OUT TO BUILD CODES-ELECTRICAL	200,000	-	-	0.0%	#DIV/0!	#DIV/0!	-	
TRANSFERS OUT-E Total	450,000	132,398	-	29.4%	#DIV/0!	#DIV/0!	132,397.77	
NON-DEPARTMENTAL EXPENDITURES-E Total	450,000	132,398	-	29.4%	#DIV/0!	#DIV/0!	132,397.77	
BUILDING CODES-E								
PERSONAL SERVICES-E	618,637	469,069	-	75.8%	#DIV/0!	#DIV/0!	469,069.44	



Wasco County Monthly Report

Building Codes - June 2020 - 1st Review

MATERIALS & SERVICES-E

ADMINISTRATIVE COST	19,329	20,497	-	106.0%	#DIV/0!	#DIV/0!	20,497.00
CONTRACTED SERVICES	12,000	84,218	-	701.8%	#DIV/0!	#DIV/0!	84,217.84
DUES & SUBSCRIPTIONS	1,200	2,577	-	214.8%	#DIV/0!	#DIV/0!	2,577.15
EQUIPMENT - REPAIR & MAINTENANCE	12,000	1,013	-	8.4%	#DIV/0!	#DIV/0!	1,013.40
GAS & OIL	10,800	2,280	-	21.1%	#DIV/0!	#DIV/0!	2,279.89
LEGAL NOTICES & PUBLISHING	900	-	-	0.0%	#DIV/0!	#DIV/0!	-
MEALS LODGING & REGISTRATION	7,200	14,686	-	204.0%	#DIV/0!	#DIV/0!	14,686.19
POSTAGE	300	25	-	8.4%	#DIV/0!	#DIV/0!	25.05
RENT	12,240	12,240	-	100.0%	#DIV/0!	#DIV/0!	12,240.00
SUPPLIES - OFFICE	240	8,388	-	3495.2%	#DIV/0!	#DIV/0!	8,388.44
TELEPHONE	300	2,512	-	837.2%	#DIV/0!	#DIV/0!	2,511.54
TRAVEL & MILEAGE	240	261	-	108.6%	#DIV/0!	#DIV/0!	260.52
VEHICLE - REPAIR & MAINTENANCE	3,552	3,271	-	92.1%	#DIV/0!	#DIV/0!	3,271.10
CONSTRUCTION EXCISE TAX (CET) PAYOUT	300,000	182,456	-	60.8%	#DIV/0!	#DIV/0!	182,456.34
STATE 12% SURCHARGE REMIT	100,000	42,535	-	42.5%	#DIV/0!	#DIV/0!	42,535.30
MATERIALS & SERVICES-E Total	480,301	376,960	-	78.5%	#DIV/0!	#DIV/0!	376,959.76
CAPITAL OUTLAY-E	600,000	-	-	0.0%	#DIV/0!	#DIV/0!	-
BUILDING CODES-E Total	1,698,938	846,029	-	49.8%	#DIV/0!	#DIV/0!	846,029.20
Expense Total	2,148,938	978,427	-	45.5%	#DIV/0!	#DIV/0!	978,426.97
BUILDING CODES - GENERAL Total	7,361,988	6,294,389	247,355	85.5%	#DIV/0!	2444.7%	6,047,033.92

BUILDING CODES - ELECTRICAL

Revenue

NON-DEPARTMENTAL RESOURCES-R							
BEGINNING FUND BALANCE-R	655,436	996,896	-	152.1%	#DIV/0!	#DIV/0!	996,895.66
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	996,904	-	113.9%	#DIV/0!	#DIV/0!	996,903.90
BUILDING CODES-R							
LICENSES FEES & PERMITS-R							
STATE 12% SURCHARGE COLLECTION	12,000	9,491	1,444	79.1%	#DIV/0!	557.2%	8,046.80
ELECTRICAL PERMIT	247,230	82,022	14,716	33.2%	#DIV/0!	457.4%	67,305.95
RENEWABLE ELECTRICAL ENERGY	-	1,507	-	#DIV/0!	#DIV/0!	#DIV/0!	1,507.00
LICENSES FEES & PERMITS-R Total	259,230	93,020	16,160	35.9%	#DIV/0!	475.6%	76,859.75
MISCELLANEOUS-R	-	2,213	-	#DIV/0!	#DIV/0!	#DIV/0!	2,212.77
BUILDING CODES-R Total	259,230	95,232	16,160	36.7%	#DIV/0!	489.3%	79,072.52
Revenue Total	1,134,666	1,092,136	16,160	96.3%	#DIV/0!	6658.3%	1,075,976.42



Wasco County Monthly Report

Building Codes - June 2020 - 1st Review

Expense								
NON-DEPARTMENTAL EXPENDITURES-E								
TRANSFERS OUT-E								
TRANSFER TO GENERAL FUND	250,000	37,679	-	15.1%	#DIV/0!	#DIV/0!	37,679.26	
TRANSFER OUT TO BUILDING CODES	200,000	-	-	0.0%	#DIV/0!	#DIV/0!	-	
TRANSFERS OUT-E Total	450,000	37,679	-	8.4%	#DIV/0!	#DIV/0!	37,679.26	
NON-DEPARTMENTAL EXPENDITURES-E Total	450,000	37,679	-	8.4%	#DIV/0!	#DIV/0!	37,679.26	
BUILDING CODES-E								
PERSONAL SERVICES-E	231,906	155,305	-	67.0%	#DIV/0!	#DIV/0!	155,304.77	
MATERIALS & SERVICES-E								
ADMINISTRATIVE COST	9,273	9,273	-	100.0%	#DIV/0!	#DIV/0!	9,273.00	
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	1,535	-	21.3%	#DIV/0!	#DIV/0!	1,535.40	
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	8,160	-	100.0%	#DIV/0!	#DIV/0!	8,160.00	
SUPPLIES - OFFICE	160	732	-	457.6%	#DIV/0!	#DIV/0!	732.09	
TELEPHONE	200	791	-	395.3%	#DIV/0!	#DIV/0!	790.53	
TRAVEL & MILEAGE	160	-	-	0.0%	#DIV/0!	#DIV/0!	-	
VEHICLE - REPAIR & MAINTENANCE	2,368	1,204	-	50.9%	#DIV/0!	#DIV/0!	1,204.18	
STATE 12% SURCHARGE REMIT	12,000	5,631	-	46.9%	#DIV/0!	#DIV/0!	5,630.85	
MATERIALS & SERVICES-E Total	61,921	27,326	-	44.1%	#DIV/0!	#DIV/0!	27,326.05	
BUILDING CODES-E Total	293,827	182,631	-	62.2%	#DIV/0!	#DIV/0!	182,630.82	
Expense Total	743,827	220,310	-	29.6%	#DIV/0!	#DIV/0!	220,310.08	
BUILDING CODES - ELECTRICAL Total	1,878,493	1,312,446	16,160	69.9%	#DIV/0!	8021.6%	1,296,286.50	



Wasco County Monthly Report

All Funds Revenue Expense

June 2020 - 1st Review

Filters

Fd	(Multiple Items)
Cat	(Multiple Items)

Data		Current					
Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year
Revenue							
911 COMMUNICATIONS FUND	1,217,090	1,260,241	1,215,352	103.5%	101.8%	3.7%	44,889.06
911 EQUIPMENT RESERVE	30,790	31,288	31,179	101.6%	103.8%	0.3%	108.59
CDBG GRANT FUND	560,000	475,623	5,775,044	84.9%	100.7%	-91.8%	(5,299,421.01)
CLERK RECORDS FUND	9,000	8,926	9,595	99.2%	98.9%	-7.0%	(669.05)
COMMUNITY CORRECTIONS FUND	1,775,000	1,913,669	1,555,184	107.8%	79.3%	23.1%	358,485.18
COUNTY FAIR FUND	218,210	193,323	220,944	88.6%	115.1%	-12.5%	(27,621.51)
COUNTY SCHOOL FUND	424,240	249,028	301,499	58.7%	72.2%	-17.4%	(52,470.58)
COURT FACILITIES SECURITY FUND	29,000	42,576	30,047	146.8%	107.3%	41.7%	12,529.11
DISTRICT ATTORNEY	4,160	3,136	3,659	75.4%	88.6%	-14.3%	(523.23)
FACILITY CAPITAL RESERVE	50,000	187,745	1,288,680	375.5%	109.2%	-85.4%	(1,100,934.26)
FOREST HEALTH PROGRAM FUND	42,967	47,846	11,211	111.4%	415.2%	326.8%	36,635.08
GENERAL FUND	16,070,196	16,011,236	15,043,230	99.6%	104.0%	6.4%	968,006.44
GENERAL OPERATING RESERVE	3,392,866	3,246,170	1,420,433	95.7%	116.1%	128.5%	1,825,737.03
HOUSEHOLD HAZARDOUS WASTE FUND	445,300	425,611	461,016	95.6%	109.0%	-7.7%	(35,404.78)
KRAMER FIELD FUND	300	766	973	255.2%	324.4%	-21.3%	(207.58)
LAND CORNER PRESERVATION FUND	28,900	40,013	31,308	138.5%	90.5%	27.8%	8,704.43
LAW LIBRARY FUND	31,400	28,265	27,999	90.0%	89.2%	1.0%	266.77
MUSEUM	112,665	92,458	91,561	82.1%	107.1%	1.0%	896.51
PARKS FUND	93,719	77,349	102,936	82.5%	117.0%	-24.9%	(25,587.85)
PUBLIC WORKS FUND	3,533,286	3,572,470	4,060,075	101.1%	105.6%	-12.0%	(487,604.81)
ROAD RESERVE FUND	1,042,000	1,102,462	136,297	105.8%	324.5%	708.9%	966,164.74
SPECIAL ECON DEV PAYMENTS FUND	2,143,225	3,269,392	1,262,971	152.5%	100.8%	158.9%	2,006,420.52
YOUTH THINK FUND	-	-	180,056	#DIV/0!	116.6%	-100.0%	(180,055.93)
CAPITAL ACQUISITIONS FUND	29,000	84,294	954,347	290.7%	108.6%	-91.2%	(870,053.10)
BUILDING CODES - GENERAL	2,591,307	757,993	247,355	29.3%	#DIV/0!	206.4%	510,637.44
BUILDING CODES - ELECTRICAL	479,230	95,241	16,160	19.9%	#DIV/0!	489.4%	79,080.76



Wasco County Monthly Report

All Funds Revenue Expense

June 2020 - 1st Review

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	
Revenue Total	34,353,851	33,217,119	34,479,111	96.7%	103.6%	-3.7%	(1,261,992.03)
Expense							
911 COMMUNICATIONS FUND	1,209,979	1,195,133	1,094,598	98.8%	94.0%	9.2%	100,534.66
911 EQUIPMENT RESERVE	30,000	-	-	0.0%	0.0%	#DIV/0!	-
CDBG GRANT FUND	560,000	418,351	5,766,854	74.7%	99.3%	-92.7%	(5,348,503.00)
CLERK RECORDS FUND	11,550	4,363	6,204	37.8%	60.7%	-29.7%	(1,841.40)
COMMUNITY CORRECTIONS FUND	2,283,998	2,040,077	2,182,917	89.3%	89.4%	-6.5%	(142,840.21)
COUNTY FAIR FUND	195,251	169,351	179,111	86.7%	97.5%	-5.4%	(9,760.16)
COUNTY SCHOOL FUND	424,440	248,767	301,420	58.6%	68.0%	-17.5%	(52,653.45)
COURT FACILITIES SECURITY FUND	43,000	(19)	17,620	0.0%	41.0%	-100.1%	(17,638.96)
DISTRICT ATTORNEY	15,323	2,062	7,139	13.5%	44.2%	-71.1%	(5,076.45)
FACILITY CAPITAL RESERVE	4,633,223	-	2,344,875	0.0%	51.4%	-100.0%	(2,344,874.67)
FOREST HEALTH PROGRAM FUND	169,459	-	-	0.0%	0.0%	#DIV/0!	-
GENERAL FUND	18,145,607	15,345,109	14,403,477	84.6%	88.6%	6.5%	941,632.64
GENERAL OPERATING RESERVE	8,239,125	3,241,256	-	39.3%	0.0%	#DIV/0!	3,241,256.26
HOUSEHOLD HAZARDOUS WASTE FUND	527,028	307,644	347,891	58.4%	71.2%	-11.6%	(40,247.54)
KRAMER FIELD FUND	34,484	-	-	0.0%	0.0%	#DIV/0!	-
LAND CORNER PRESERVATION FUND	24,513	22,762	20,272	92.9%	91.4%	12.3%	2,490.03
LAW LIBRARY FUND	46,229	25,211	24,559	54.5%	53.0%	2.7%	652.72
MUSEUM	107,338	80,310	106,208	74.8%	92.4%	-24.4%	(25,897.65)
PARKS FUND	144,704	81,486	74,452	56.3%	63.3%	9.4%	7,034.33
PUBLIC WORKS FUND	4,606,810	4,377,711	3,457,552	95.0%	99.8%	26.6%	920,159.03
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	1,746,385	1,368,000	72.8%	87.1%	27.7%	378,385.00
YOUTH THINK FUND	120,000	111,770	168,089	93.1%	100.0%	-33.5%	(56,318.58)
CAPITAL ACQUISITIONS FUND	3,852,873	45,701	181,589	1.2%	4.5%	-74.8%	(135,887.54)
BUILDING CODES - GENERAL	2,148,938	978,427	-	45.5%	#DIV/0!	#DIV/0!	978,426.97
BUILDING CODES - ELECTRICAL	743,827	220,310	-	29.6%	#DIV/0!	#DIV/0!	220,310.08
Expense Total	56,688,480	31,463,168	32,052,826	55.5%	63.2%	-1.8%	(589,657.89)



Wasco County Monthly Report

Personnel All Funds - June 2020 - 1st Review

Filters

Fd	(Multiple Items)
Cat	51000

Data		Current					
Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year
Expense							
GENERAL FUND							
ASSESSMENT & TAXATION-E	783,899	703,146	695,093	89.7%	98.4%	1.2%	8,053.05
COUNTY CLERK-E	308,444	289,291	271,176	93.8%	93.6%	6.7%	18,114.91
SHERIFF-E	2,196,056	1,906,090	1,800,139	86.8%	86.7%	5.9%	105,951.53
ADMINISTRATIVE SERVICES-E	1,976,782	1,900,140	1,836,963	96.1%	99.1%	3.4%	63,177.33
ADMINISTRATION-E	136,037	129,265	126,223	95.0%	101.4%	2.4%	3,042.59
DISTRICT ATTORNEY-E	608,041	620,911	554,248	102.1%	98.3%	12.0%	66,663.18
PLANNING-E	810,869	715,958	713,868	88.3%	90.2%	0.3%	2,090.01
PUBLIC WORKS-E	42,588	40,161	37,353	94.3%	102.1%	7.5%	2,807.49
PREVENTION DIVISION-E	739,358	700,155	589,469	94.7%	97.8%	18.8%	110,685.52
GENERAL FUND Total	7,602,074	7,005,117	6,624,532	92.1%	94.0%	5.7%	380,585.61
PUBLIC WORKS FUND	1,994,060	1,906,501	1,859,456	95.6%	96.8%	2.5%	47,044.57
911 COMMUNICATIONS FUND	890,232	923,047	840,150	103.7%	97.1%	9.9%	82,897.09
COMMUNITY CORRECTIONS FUND	860,560	785,452	730,168	91.3%	92.2%	7.6%	55,284.21
COUNTY FAIR FUND	19,171	18,211	17,091	95.0%	113.2%	6.6%	1,120.42
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	90,675	89,761	54.4%	59.0%	1.0%	914.10
LAND CORNER PRESERVATION FUND	19,013	18,022	16,872	94.8%	101.8%	6.8%	1,150.03
MUSEUM	42,773	37,342	35,499	87.3%	90.4%	5.2%	1,842.54
PARKS FUND	44,734	42,599	38,163	95.2%	108.3%	11.6%	4,435.42
ROAD RESERVE FUND							
PUBLIC WORKS-E	801,000	801,000	-	100.0%	#DIV/0!	#DIV/0!	801,000.00
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!	-



Wasco County Monthly Report

Personnel All Funds - June 2020 - 1st Review

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	-	-	83,337	#DIV/0!	100.4%	-100.0%	(83,337.35)
BUILDING CODES - GENERAL	618,637	469,069	-	75.8%	#DIV/0!	#DIV/0!	469,069.44
BUILDING CODES - ELECTRICAL	231,906	155,305	-	67.0%	#DIV/0!	#DIV/0!	155,304.77
Expense Total	16,415,300	15,376,873	10,335,030	93.7%	94.3%	48.8%	5,041,843.85



Wasco County Monthly Report

Materials Service All Funds - June 2020 - 1st Review

Filters

Fd	(Multiple Items)
Cat	(Multiple Items)

Data							
Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current	Prior Year	Year to	Current Year - Prior Year
				Budget Executed	Budget Executed	Year % Change	
Expense							
GENERAL FUND							
ASSESSMENT & TAXATION-E	111,497	100,105	92,950	89.8%	109.4%	7.7%	7,155.33
COUNTY CLERK-E	58,602	38,318	42,002	65.4%	86.3%	-8.8%	(3,683.87)
SHERIFF-E	289,936	269,067	211,407	92.8%	88.7%	27.3%	57,659.55
ADMINISTRATIVE SERVICES-E							
INFORMATION TECHNOLOGY-E	416,443	386,317	364,195	92.8%	88.8%	6.1%	22,121.78
EMPLOYEE & ADMINISTRATIVE SERVICES-E	99,818	80,896	82,352	81.0%	74.5%	-1.8%	(1,455.96)
FACILITIES-E	401,300	366,711	350,333	91.4%	102.9%	4.7%	16,378.02
ADMINISTRATION-E	3,383,145	3,188,532	2,687,895	94.2%	92.5%	18.6%	500,636.72
DISTRICT ATTORNEY-E	99,106	89,987	91,196	90.8%	77.9%	-1.3%	(1,209.19)
PLANNING-E	88,176	68,549	212,297	77.7%	105.1%	-67.7%	(143,748.25)
PUBLIC WORKS-E	13,430	20,167	10,369	150.2%	92.3%	94.5%	9,798.21
PREVENTION DIVISION-E	186,918	142,931	46,508	76.5%	140.5%	207.3%	96,423.09
GENERAL FUND Total	5,148,371	4,751,579	4,191,504	92.3%	93.1%	13.4%	560,075.43
PUBLIC WORKS FUND	1,595,250	1,471,210	1,571,508	92.2%	103.7%	-6.4%	(100,297.54)
911 COMMUNICATIONS FUND	246,414	198,753	181,116	80.7%	80.0%	9.7%	17,637.57
CLERK RECORDS FUND	6,750	4,363	6,204	64.6%	60.7%	-29.7%	(1,841.40)
COMMUNITY CORRECTIONS FUND	1,423,438	1,254,624	1,452,749	88.1%	88.0%	-13.6%	(198,124.42)
COUNTY FAIR FUND	176,080	151,139	162,020	85.8%	96.1%	-6.7%	(10,880.58)
COUNTY SCHOOL FUND	424,440	248,767	301,420	58.6%	68.0%	-17.5%	(52,653.45)
COURT FACILITIES SECURITY FUND	43,000	(19)	17,620	0.0%	41.0%	-100.1%	(17,638.96)
DISTRICT ATTORNEY	15,323	2,062	7,139	13.5%	44.2%	-71.1%	(5,076.45)
FOREST HEALTH PROGRAM FUND	-	-	-	#DIV/0!	#DIV/0!	#DIV/0!	-
GENERAL OPERATING RESERVE	5,114,592	116,723	-	2.3%	#DIV/0!	#DIV/0!	116,723.26
HOUSEHOLD HAZARDOUS WASTE FUND	320,421	184,137	258,130	57.5%	86.3%	-28.7%	(73,992.59)
KRAMER FIELD FUND	34,484	-	-	0.0%	0.0%	#DIV/0!	-



Wasco County Monthly Report

Materials Service All Funds - June 2020 - 1st Review

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			
LAND CORNER PRESERVATION FUND	5,500	4,740	3,400	86.2%	61.8%	39.4%	1,340.00
LAW LIBRARY FUND	46,229	25,211	24,559	54.5%	53.0%	2.7%	652.72
MUSEUM	58,065	42,874	70,709	73.8%	102.3%	-39.4%	(27,835.19)
PARKS FUND	69,970	38,887	36,289	55.6%	58.3%	7.2%	2,598.91
ROAD RESERVE FUND	1,171,857	-	-	0.0%	#DIV/0!	#DIV/0!	-
SPECIAL ECON DEV PAYMENTS FUND	1,917,112	1,265,573	773,000	66.0%	79.3%	63.7%	492,573.00
WEED & PEST CONTROL FUND	-	-	-	#DIV/0!	#DIV/0!	#DIV/0!	-
YOUTH THINK FUND	-	-	84,751	#DIV/0!	99.7%	-100.0%	(84,751.35)
BUILDING CODES - GENERAL	480,301	376,960	-	78.5%	#DIV/0!	#DIV/0!	376,959.76
BUILDING CODES - ELECTRICAL	61,921	27,326	-	44.1%	#DIV/0!	#DIV/0!	27,326.05
Expense Total	18,359,518	10,164,911	9,142,117	55.4%	90.1%	11.2%	1,022,794.77



Wasco County Monthly Report

Capital All Funds - June 2020 - 1st Review

Filters

Fd	(Multiple Items)
Cat	(Multiple Items)

Data							
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	
Expense							
GENERAL FUND	1,771,000	164,252	141,523	9.3%	11.3%	16.1%	22,728.60
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	32,831	-	82.1%	0.0%	#DIV/0!	32,830.95
MUSEUM	6,500	95	-	1.5%	0.0%	#DIV/0!	95.00
911 COMMUNICATIONS FUND	1,734	3,926	3,926	226.4%	100.0%	0.0%	-
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	45,701	181,589	1.2%	4.5%	-74.8%	(135,887.54)
911 EQUIPMENT RESERVE	30,000	-	-	0.0%	0.0%	#DIV/0!	-
FACILITY CAPITAL RESERVE	4,633,223	-	2,344,875	0.0%	51.6%	-100.0%	(2,344,874.67)
GENERAL OPERATING RESERVE	-	-	-	#DIV/0!	0.0%	#DIV/0!	-
CDBG GRANT FUND	560,000	418,351	5,766,854	74.7%	99.3%	-92.7%	(5,348,503.00)
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	665,156	8,465,354	4.3%	33.4%	-92.1%	(7,800,198.66)

Wasco County Monthly Report

Transfers - June 2020 - 1st Review

Filters

Fd	(Multiple Items)
Cat	(Multiple Items)

Data							
Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current	Prior Year	Year to	Current Year - Prior Year
				Year Executed	Budget Executed	Year % Change	
Transfer In							
911 COMMUNICATIONS FUND	253,129.00	253,128.00	248,918	100.0%	100.0%	1.7%	4,210.00
911 EQUIPMENT RESERVE	30,000.00	30,000.00	30,000	100.0%	100.0%	0.0%	-
COUNTY FAIR FUND	29,000.00	29,000.00	29,000	100.0%	100.0%	0.0%	-
FACILITY CAPITAL RESERVE	-	-	1,150,000	#DIV/0!	100.0%	-100.0%	(1,150,000.00)
GENERAL FUND	1,215,271.00	757,659.15	590,000	62.3%	86.8%	28.4%	167,659.15
GENERAL OPERATING RESERVE	3,367,866.00	3,167,866.00	1,193,833	94.1%	100.0%	165.4%	1,974,033.00
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	1,000,000.00	-	100.0%	0.0%	#DIV/0!	1,000,000.00
CAPITAL ACQUISITIONS FUND	-	-	850,000	#DIV/0!	100.0%	-100.0%	(850,000.00)
BUILDING CODES - GENERAL	200,000.00	-	-	0.0%	#DIV/0!	#DIV/0!	-
BUILDING CODES - ELECTRICAL	200,000.00	-	-	0.0%	#DIV/0!	#DIV/0!	-
Transfer In Total	6,317,766.00	5,260,153.15	4,114,251	83.3%	97.9%	27.9%	1,145,902.15
Transfer Out							
911 COMMUNICATIONS FUND	73,333.00	73,333.00	73,333	100.0%	100.0%	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!	-
GENERAL FUND	3,624,162.00	3,424,161.00	3,445,918	94.5%	100.0%	-0.6%	(21,757.00)
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	1,000,000.00	-	100.0%	0.0%	#DIV/0!	1,000,000.00
SPECIAL ECON DEV PAYMENTS FUND	480,812.00	480,812.00	595,000	100.0%	100.0%	-19.2%	(114,188.00)
WEED & PEST CONTROL FUND	-	-	-	#DIV/0!	#DIV/0!	#DIV/0!	-

Wasco County Monthly Report

Transfers - June 2020 - 1st Review

YOUTH THINK FUND	120,000.00	111,770.12	-	93.1%	#DIV/0!	#DIV/0!	111,770.12
BUILDING CODES - GENERAL	450,000.00	132,397.77	-	29.4%	#DIV/0!	#DIV/0!	132,397.77
BUILDING CODES - ELECTRICAL	450,000.00	37,679.26	-	8.4%	#DIV/0!	#DIV/0!	37,679.26
Transfer Out Total	6,317,766.00	5,260,153.15	4,114,251	83.3%	97.9%	27.9%	1,145,902.15



Wasco County Monthly Report

Reserve Funds - June 2020 - 1st Review

Filters

Fd	(Multiple Items)
Cat	(Multiple Items)

Data							
Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current		Year to Year % Change	Current Year - Prior Year
				Year	Prior Year		
				Budget Executed	Budget Executed		
Revenue							
911 EQUIPMENT RESERVE	30,790	31,288	31,179	101.6%	103.8%	0.3%	108.59
FACILITY CAPITAL RESERVE	50,000	187,745	1,288,680	375.5%	109.2%	-85.4%	(1,100,934.26)
GENERAL OPERATING RESERVE	3,392,866	3,246,170	1,420,433	95.7%	116.1%	128.5%	1,825,737.03
ROAD RESERVE FUND	1,042,000	1,102,462	136,297	105.8%	324.5%	708.9%	966,164.74
CAPITAL ACQUISITIONS FUND	29,000	84,294	954,347	290.7%	108.6%	-91.2%	(870,053.10)
Revenue Total	4,544,656	4,651,958	3,830,935	102.4%	114.2%	21.4%	821,023.00
Expense							
911 EQUIPMENT RESERVE	30,000	-	-	0.0%	0.0%	#DIV/0!	-
FACILITY CAPITAL RESERVE	4,633,223	-	2,344,875	0.0%	51.4%	-100.0%	(2,344,874.67)
GENERAL OPERATING RESERVE	8,239,125	3,241,256	-	39.3%	0.0%	#DIV/0!	3,241,256.26
ROAD RESERVE FUND	5,972,857	801,000	-	13.4%	0.0%	#DIV/0!	801,000.00
CAPITAL ACQUISITIONS FUND	3,852,873	45,701	181,589	1.2%	4.5%	-74.8%	(135,887.54)
Expense Total	22,728,078	4,087,957	2,526,463	18.0%	13.9%	61.8%	1,561,494.05



Wasco County Monthly Report

Investment - June 2020 - 1st Review

Filters

Fd	(Multiple Items)
Cat	417

Data

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current	Prior Year	Year to	Current Year - Prior Year
				Budget Executed	Budget Executed	Year % Change	
Revenue							
INTEREST EARNED							
911 COMMUNICATIONS FUND	900	4,189	1,713	465.4%	1105.1%	144.5%	2,475.66
911 EQUIPMENT RESERVE	790	1,211	397	153.3%	794.5%	204.9%	813.84
CDBG GRANT FUND	300	-	931	0.0%	465.3%	-100.0%	(930.53)
CLERK RECORDS FUND	-	790	655	#DIV/0!	218.2%	20.7%	135.71
COMMUNITY CORRECTIONS FUND	10,000	21,060	21,924	210.6%	219.2%	-3.9%	(864.14)
COUNTY FAIR FUND	900	3,245	1,789	360.6%	207.1%	81.4%	1,455.83
COUNTY SCHOOL FUND	200	1,270	1,177	635.2%	588.4%	7.9%	93.41
COURT FACILITIES SECURITY FUND	2,000	3,569	2,826	178.4%	282.6%	26.3%	742.81
DISTRICT ATTORNEY	160	199	213	124.2%	163.6%	-6.6%	(14.05)
FACILITY CAPITAL RESERVE	50,000	135,720	106,393	271.4%	354.6%	27.6%	29,327.41
FOREST HEALTH PROGRAM FUND	2,700	6,776	5,504	251.0%	203.9%	23.1%	1,271.55
GENERAL FUND	197,856	250,213	290,151	126.5%	322.4%	-13.8%	(39,937.90)
GENERAL OPERATING RESERVE	25,000	71,516	78,794	286.1%	262.6%	-9.2%	(7,277.90)
HOUSEHOLD HAZARDOUS WASTE FUND	5,000	10,310	7,290	206.2%	291.6%	41.4%	3,020.36
KRAMER FIELD FUND	300	703	608	234.3%	202.7%	15.6%	94.93
LAND CORNER PRESERVATION FUND	900	1,680	1,258	186.6%	209.6%	33.5%	421.93
LAW LIBRARY FUND	1,400	3,016	2,551	215.4%	182.2%	18.2%	464.16
MUSEUM	3,600	5,249	4,315	145.8%	215.8%	21.6%	934.01
PARKS FUND	2,000	5,923	4,805	296.1%	240.2%	23.3%	1,118.17
PUBLIC WORKS FUND	40,000	67,981	58,082	170.0%	207.4%	17.0%	9,899.47
ROAD RESERVE FUND	42,000	94,447	85,964	224.9%	204.7%	9.9%	8,482.85
SPECIAL ECON DEV PAYMENTS FUND	4,000	10,146	9,520	253.6%	340.0%	6.6%	626.14
WEED & PEST CONTROL FUND	-	-	-	#DIV/0!	#DIV/0!	#DIV/0!	-
YOUTH THINK FUND	-	-	1,149	#DIV/0!	127.7%	-100.0%	(1,149.34)
CAPITAL ACQUISITIONS FUND	29,000	78,419	64,649	270.4%	222.9%	21.3%	13,770.45



Wasco County Monthly Report

Investment - June 2020 - 1st Review

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	25,000	29,149	-	116.6%	#DIV/0!	#DIV/0!	29,148.86
BUILDING CODES - ELECTRICAL	20,000	8	-	0.0%	#DIV/0!	#DIV/0!	8.24
INTEREST EARNED Total	464,006	806,789	752,657	173.9%	271.6%	7.2%	54,131.93
LID INTEREST	-	-	-	#DIV/0!	#DIV/0!	#DIV/0!	-
UNSEG TAX INTEREST EARNED	200	66	203	33.0%	101.3%	-67.5%	(136.62)
MARK TO MARKET - UNREALIZED GAIN/LOSS	-	56,969	324,461	#DIV/0!	#DIV/0!	-82.4%	(267,491.75)
Revenue Total	464,206	863,824	1,077,320	186.1%	388.5%	-19.8%	(213,496.44)



CONSENT AGENDA

[MINUTES: 7.29.2020 SPECIAL SESSION](#)
[8.5.2020 REGULAR SESSION](#)

[MOSIER CREEK FIRE – DELEGATION OF AUTHORITY](#)



**WASCO COUNTY BOARD OF COMMISSIONERS
SPECIAL SESSION
JULY 29, 2020**

This meeting was held on Google Hangout Meet
Meeting ID: <https://meet.google.com/joo-mudn-vpm?hs=122>
or call in to [1-502-382-4610](tel:1-502-382-4610) PIN: 321 403 268#

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

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

Agenda Item – COVID-19 in Wasco County

Chair Hege opened the session at 9:00 a.m.

Public Health Officer Dr. Mimi McDonell reported that there have been 150 cases in Wasco County, 8 in Sherman County, 3 in Gilliam County and 151 in Hood River County. Yesterday in the State of Oregon there were 14 deaths. She said she wants to explain the numbers associated with recent data and has created a short PowerPoint presentation (included here) to help with that.

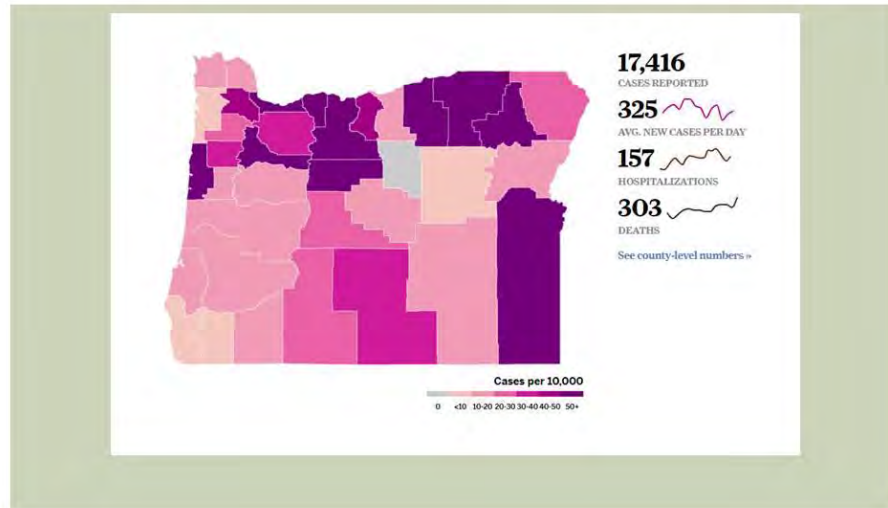
Dr. McDonell said that in terms of Wasco County, when we say we have 54 cases per 10,000 and 4% positive test results overall – that is starting in March. Looking at recent data, we are at 5.9% and that is an increase.

WASCO COUNTY

- **150 Confirmed/Presumptive cases**
- **54 cases/10,000 people**
- **4% test positive tests overall**
- **For week of July 19 to July 25 test positive rate is 5.9%**

She went on to explain that the deeper purple color on the map is for the highest percentage positive rates; Wasco County is deep purple – a little ahead of Multnomah County but way behind Umatilla or Malheur County.

GRAPH FROM OREGONLIVE.COM



She said that the map can be accessed on Oregon Live – hovering over each county will bring up data for that county.

Dr. McDonnell stated that the graph, which just looks at Wasco County, shows the progress of the pandemic within the County. She highlighted the spike in late June saying that the data does not include presumptive cases. It has gone down a bit so we may be doing a little better now. She said she is cautious.

WASCO COUNTY POSITIVE TESTS

Wasco County COVID-19 testing results by specimen collection date



Dr. McDonnell noted that the counties with small populations see greater impacts to their percentages even with one new case. Because of that, there may be modified guidance for them regarding school reopening; we should hear something about that in coming days.

WASCO CASE RATE PER 100,000

Week	Case Rate/100 K	Percent Positive
7/5/2020	93.7	6.1%
7/12/2020	52.5	2.2%
7/19/2020	60.0	5.9%

OREGON CASE RATE PER 100,000

Week	Case Rate/100,000	Percent Positive
7/5/2020	45.9	5.9%
7/12/2020	57.1	5.4%
7/19/2020	52.3	5.1%

Dr. McDonell reviewed the recently released standards set by the Governor for the re-opening of in-person education.

SCHOOL METRICS FOR RETURNING TO IN-PERSON INSTRUCTION

County Metrics - metrics to be met three weeks in a row:

- Case rate: ≤ 10 cases per 100,000 population in the preceding 7 days*
- Test positivity: $\leq 5\%$ in the preceding 7 days

- and -

State Metric - metric to be met three weeks in a row

- Test positivity: $\leq 5\%$ in the preceding 7 days

Dr. McDonell noted that we are well above the maximum standard but that does not mean that we cannot get there by September. We all need to keep following the guidelines - limiting hours for bars and restaurants, wearing masks, avoiding gatherings and observing social distancing and practicing good hygiene.

Vice-Chair Schwartz asked if the data can be extrapolated to estimate how many people may be walking around with the virus but have not been tested. Dr. McDonell replied that if you take the case rate and positivity percentage there is probably a way to do some calculations. She said there are probably 40 or 50 people that are asymptomatic but it could be double that. The results in the data are only for those who have been tested.

Chair Hege said that there are a lot of questions around school reopening; many cannot be answered right now. He announced that next week we will have representatives from the local school districts to answer what they can.

Dr. McDonell said that testing supplies and adequate turnaround time is still a challenge. Adequate staffing is also challenging. We are doing what we can and have added a little capacity for close contact tracing/monitoring and investigations. She said they are working with community partners such as The Next Door and Bridges to Health which is associated with the local Coordinated Care Organization; both are helping to increase capacity.

Vice-Chair Schwartz asked if we are being successful in contact tracing or are there still challenges in identifying where people are getting the virus. She also asked if there are any age groups with higher positivity rates or any other cohorts with higher rates. Dr. McDonell said that the turnaround time for the testing is part of the contact tracing issue. To find contacts 7 days later is a long time for them to spread the virus before being quarantined. As far as the demographics, the State site did not have our county data available this morning. We have had from very young people, even babies, to 80 years old. There are a lot in the middle as well. We have some groups that are over-represented due to specific conditions. For instance Native Americans and the Latinx are over-represented; this is happening across the country. These populations are also most likely to have the worst outcomes.

Kate Wilson asked if we are considering waste water testing. Dr. McDonell said larger areas are looking at that but we do not have that locally.

Rodger Nichols asked when MCMC would have their new testing machine. Dr. McDonell replied that they are hoping to have it onsite in mid-August; also hoping to have the necessary supplies to use the technology. She said that she believes that MCMC is trying to get drive-up testing up and running within a week.

Chair Hege asked if One Community Health is still doing a lot of testing. Dr. McDonell replied that they have had to cut back a little due to staffing and shortages of reagents. She noted that the cost of living in Wasco County and Hood River is making it difficult for people to live and work here. Hood River is the most expensive county in the state; Wasco County is number 4. If people cannot afford to live in the community at the rate of pay being offered, they will not take the jobs. That creates staffing shortages.

Chair Hege asked if the State is helping enough; is there any other help needed. Dr. McDonell said that the State helps with the data dashboard. They have reached out to us but they have limited resources as well. There are other counties with much higher rates and the resources are going there.

Chair Hege said that we want to help where we can. He asked about hospitalizations. Dr. McDonell reported that we have had hospitalizations but she is not sure what the current status is. She said that we have had zero to three at any

WASCO COUNTY BOARD OF COMMISSIONERS
SPECIAL SESSION
JULY 29, 2020
PAGE 6

given time; MCMC reports it out at least twice weekly. Our capacity is adequate. Chair Hege asked about recovered cases. Dr. McDonell stated that the State definition of recovered is 60 days from the onset of symptoms; we use 30 days out from diagnosis. Right now, we have 60 recovered.

Chair Hege asked if any of the reported deaths are mischaracterized. Dr. McDonell replied that none of those reported to have passed from COVID-19 died from a car accident as may have been said. Anyone being diagnosed and passing will have COVID-19 on the death certificate along with any other contributing factors. There is a lot of confusion about autopsies. COVID-19 is a natural causes death and will not trigger an autopsy. The number of deaths due to COVID-19 may be a little high but not substantially so.

Vice-Chair Schwartz asked the average cost of a test. Dr. McDonell replied that it is about \$100; for the most part there will not be a cost to the patient as there are zero co-pays. She said that she cannot be certain for all plans but the rule is that there are no co-pays. She said that One Community Health has sliding scales for health care costs.

Rodger Nichols asked if Warm Springs is included in our numbers. Dr. McDonell responded that most of the reservation is in Jefferson County. If a Warm Springs patient actually resides in the portion of the reservation that is in Wasco County, they would be included in our numbers.

Public Works Director Arthur Smith asked if people not showing symptoms can be tested. Dr. McDonell replied that those who have had direct exposure to someone who has tested positive should also be tested. If you have symptoms, you should be tested. Just testing out of curiosity is not recommended.

Mark Bailey said Hood River County is releasing an "out of isolation" number to help identify cases that are active. He asked if there is a similar number for Wasco County. Dr. McDonell said that we go with 30 days; we do what we can to provide updated information.

Chair Hege pointed out that there was a 20-year-old in yesterday's death list and he has noticed other young people in the recent data. He thanked Public Health for their work and the thorough update.

Forest Service Area Manager Lynn Burditt reported that it became clear at last week's meeting is that across natural resource agencies we are having issues with garbage. They are working on a unified message with the help of The Dalles Chamber, The Port of The Dalles and Hood River County. There will be a press

release as well as short videos. She said she welcomes input. Ideally, people should recreate locally and if they do come in, they need to understand that we have some behavior expectations. The working group is getting contracts in place that will allow access to the Sandy River delta and Multnomah Falls. Klickitat County is getting local leaders to say why they wear a mask.

Chair Hege noted that our Youth Think has done similar videos and we will be talking about how to get the word out so people take this seriously. He said that by in large, people are trying.

Vice-Chair Schwartz said that she has a sense that when people are out recreating, some sites are pretty busy. She asked if social distancing is happening on the trails. She noted that where she has been, people are not masking outdoors at all. It is disconcerting when you are out on a trail and 5 unmasked people walk by.

Ms. Burditt said that some trails are remaining closed where social distancing is too difficult. We won't open the trail at Multnomah Falls for that reason. She said they are trying to educate people on how to safely leave the trail to allow distance when passing others – compliance is mixed. She said they wish they could do more. All the agencies and counties are encouraging people but it is difficult to manage. She said that if people become too assertive, there are some rules that can be enforced. It is also difficult to know if people recreating together are from the same household or not.

Chair Hege asked how high the risk is when just passing someone on a trail. Vice-Chair Schwartz replied that it is probably fairly low but what is disconcerting when passing them on the trail is if one of them sneezes or coughs. The risk may be low but if you are unlucky, the chances are 100%. Best practice would be to have the mask available and put it on when approaching others. She said she is in Washington State right now and does not see people wearing masks at the beach. The science is not 100% on this question.

Commissioner Kramer commented that we need to be careful when using the term "free" – someone will bear the cost.

Mr. Stone said that the Unified Command is really trying to anticipate what the school year will look like under various models. They are looking at broadband solutions and how we will serve our kids in a virtual environment. They have engaged with local internet service providers and the districts to figure out where

WASCO COUNTY BOARD OF COMMISSIONERS
SPECIAL SESSION
JULY 29, 2020
PAGE 8

the needs are so they can hold brainstorming sessions on how to meet those needs.

Chair Hege thanked Unified Command for their work, noting that masks have been distributed to businesses and schools. He announced that the Board will meet next week and have people from the schools to talk about what is going on there.

Chair Hege closed the session at 9:54 a.m.

Wasco County
Board of Commissioners

Scott C. Hege, Board Chair

Kathleen B. Schwartz, Vice-Chair

Steven D. Kramer, County Commissioner



**WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
AUGUST 5, 2020**

This meeting was held on Google Hangout Meet

or call in at [1-502-382-4610](tel:1-502-382-4610) PIN: 321 403 268#

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

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

Chair Hege opened the session at 9:00 a.m.

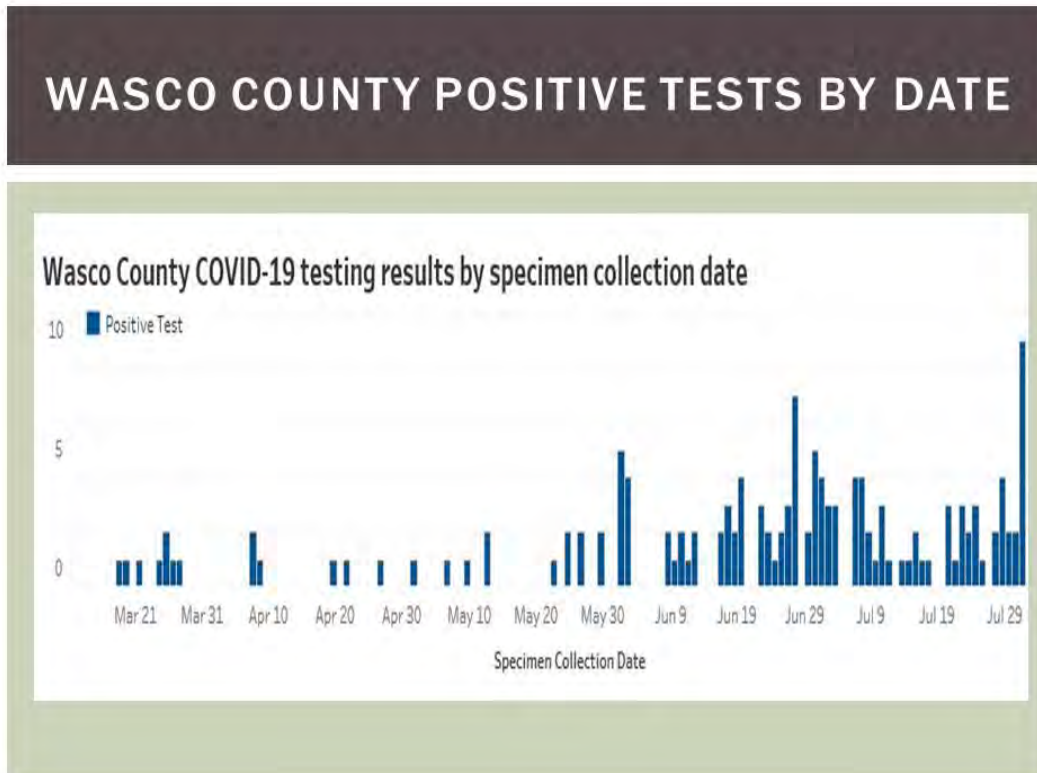
Discussion Item – COVID-19 Updates

Public Health Officer Dr. Mimi McDonell reviewed the slides below. Dr. McDonell explained that the numbers on the first slide represent the total number of positive/presumptive cases in each county, followed by the percentage positivity rate since we began in March. The State is hovering around 5.5-5.9%

**COUNTY DATA CASES TO DATE
(AVERAGE PERCENT POSITIVE TEST)**

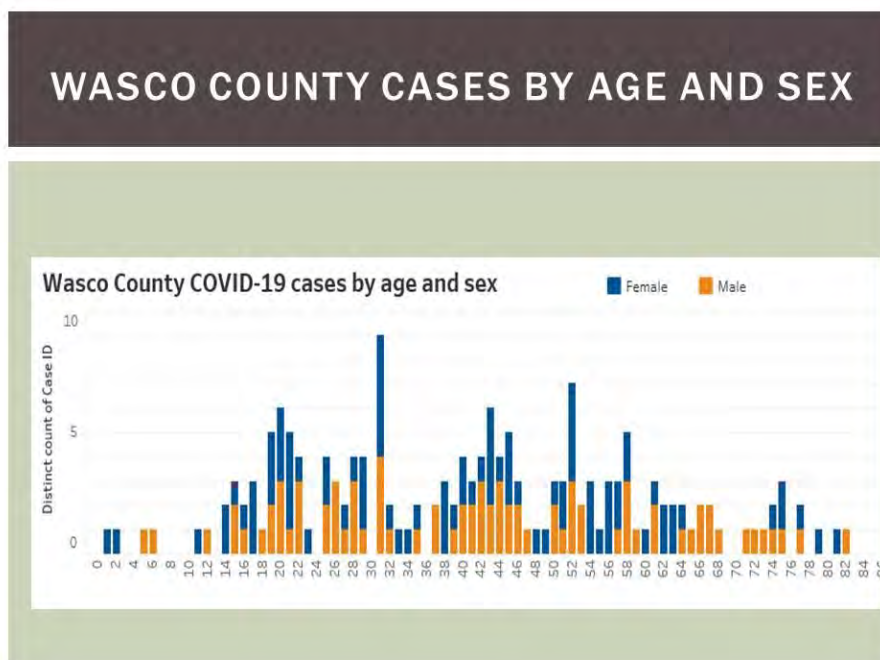
■ Wasco	172	(4.9%)
■ Sherman	14	(5.4%)
■ Gilliam	4	(2.4%)
■ Hood River	174	(4.6%)

Dr. McDonnell said that the slide below represents the epi-curve. illustrating the level of spread from March through the end of July.



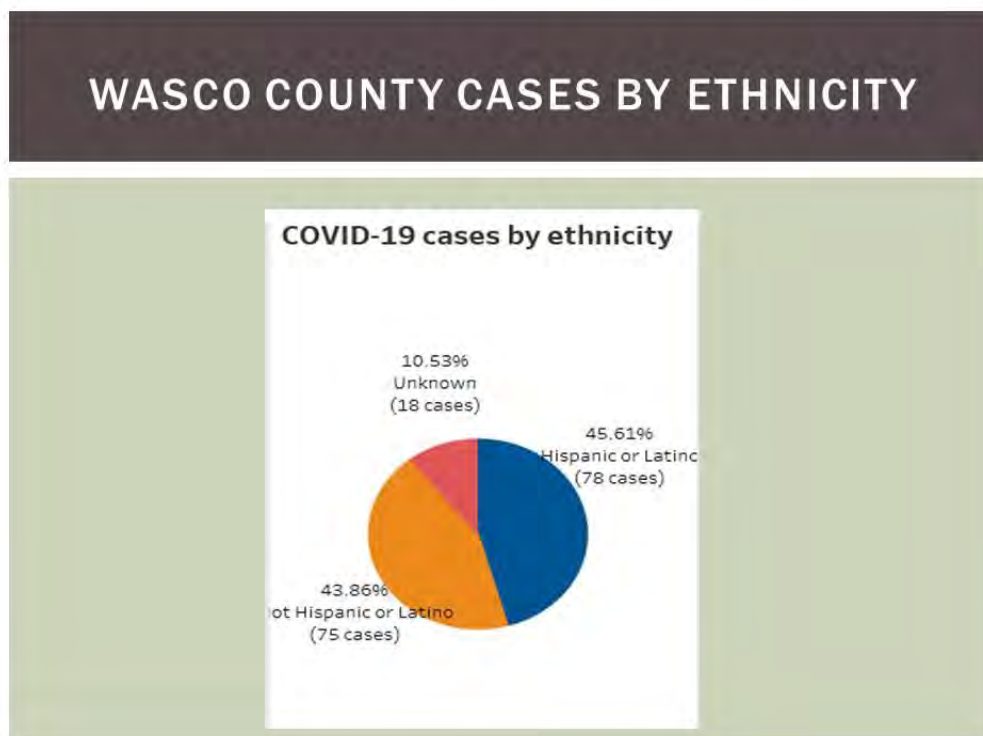
In the beginning the cases were spaced out and started picking up in May with increases throughout June and July.

The next slide shows the ages and genders of positive cases.



It is important to note that had this data been pulled a couple of months ago, the cluster of cases would have been in the 40-50 year old age group. In the past few weeks we have had a much younger average range of ages.

The following slide breaks down the cases by ethnicity. The unknown portion is due to patients either not being asked or the answer not being recorded. NCPHD does try to go back to gather that data. She said that our Latinx population is 20%-25% of our population but represent nearly 46% of the positive cases.



Dr. McDonell said that on a call with OHA yesterday, they talked about what it means to be on the watch list. It has a lot to do with the percentage on the sporadic cases – those where we cannot identify where they got the virus. If that is at 55 per 100,000, the county is placed on the watch list and will stay there for a minimum of 3 weeks. The good thing about being on the watch list is there are more resources available.

Dr. McDonell went on to say that they talked about what the potential is for being rolled back to an earlier phase based on watch list status. What had been explained is that being on the watch list is not a precursor to a roll back; those are very different conversations that would be had with local public health and county commissioners.

Regarding the school districts and the potential for in-person instruction, the following slide outlines the standards that must be met in order for in-person instruction to take place.

RETURN TO IN-PERSON INSTRUCTION

- **County Metrics-** to be met 3 weeks in a row
 - Case rate ≤ 10 cases/100,000/week
 - Test positivity $\leq 5\%$ in the preceding 7 days
- **State metric**
 - Test positivity $\leq 5\%$ in the preceding 7 days

The current local numbers are shown on the slide below.

CASE RATE PER 100,000 WEEK OF 7/19-7/25

- **Wasco** 60.0 (52,93)
- **Sherman** 0.0 (168,112)
- **Gilliam** 52.3 (52,0)
- **Hood River** 85.5 (111,47)

The numbers next to the county name are cases per 100,000 for the week of July 19th through July 25th. The numbers in parentheses are for the two weeks prior. These numbers are much higher than the maximum allowed in order to conduct in-person instruction. However, meeting those standards is not unobtainable.

Chair Hege asked for an explanation of the reference to presumptive cases. Dr. McDonell replied that in a case where a patient has not been tested or may have tested negative but is symptomatic, they must meet specific criteria to be considered a presumptive case of COVID-19: 1) They must have been in close contact with a positive case; 2) they must display at least two of the following symptoms: Shortness of breath, cough, fever, radiographic evidence of pneumonia, new loss of their sense of taste or smell and no more likely diagnosis.

Chair Hege said that he assumes they will be tested once they are determined to be presumptive. Dr. McDonell replied that once a patient is considered presumptive, they remain so unless they test positive and are moved on the list of positive cases. Chair Hege asked if the numbers updated every day include presumptive cases. Dr. McDonell responded that with the shortage of testing supplies and long turnaround time, they do include the presumptive cases in their daily update.

Chair Hege commented that the age range shown is very broad – even children in the 2-3 year old range. He asked what would happen if a county met the standards for in-person instruction but the state as a whole did not. Dr. McDonell said that both state and county standards must be met before any county can offer in-person instruction.

Vice-Chair Schwartz said that the national census for our county demographics places the Latinx population at 19.2% making that group even more over represented in the positive case numbers. She pointed out that thousands of our seasonal workers were not local residents and asked if they were counted in our numbers. Dr. McDonell replied that they were counted in our data and observed that it would be interesting to look at the same data without those cases included.

Chair Hege said that it can be confusing to understand the difference between people who are no longer sick and those considered recovered. Dr. McDonell responded that some of the confusion is because counties and the state are often using different metrics for classifying patients as recovered. She pointed out that although on an individual level it is a crucial distinction, for the health department

it is less of an action item. The state uses 60 days from onset of symptoms but locally, we felt that was longer than needed. By 30 days, the vast majority are recovered and no longer contagious; that is the number we use in Wasco County. Hood River County used the number released from isolation or quarantine. Looking at the case rate per week is the more helpful.

Kate Wilson asked what types of situations are driving the community spread numbers. Dr. McDonell replied that in the months of June into July, it was workplace outbreaks. As harvest finished up, there are fewer of those and more social event outbreaks – families getting together and the younger population congregating.

Liz Turner asked how many positives in Wasco County have been false positives. She added that while there are children testing positive, there has been almost zero report of them actually being sick. Dr. McDonell stated that we have had a very low rate of false positives; we miss many more cases that we report falsely. There have been a small number of children; they can be devastated by the virus but for the most part they are asymptomatic.

Ms. Turner asked if the tests are COVID-19 specific rather than just corona virus. Dr. McDonell replied that the tests are very specific to COVID-19.

Angie Brewer asked if there are lesser risks at day cares and does age matter. Dr. McDonell replied that age does seem to matter. It appears that age 10 and under are about half as good at spreading the virus. It is also easier to cohort children in day care facilities than in schools. She suggested that we invite some early childhood educators to talk about that.

Commissioner Kramer said that last week there was a conversation about getting an update from the superintendents around the county as school reopening is a hot topic. The superintendents and school boards are working hard on some sort of opening. He said that Jack Henderson from Dufur School District, Pat Sublette from the Educational Service District, Theresa Peters from the North Wasco County School District (NWCSD) and John Nelson from the NWCSD Board have joined us today.

Mr. Henderson thanked the Board for this opportunity. He said that Dufur's 2019-2020 school enrollment of 325 was their highest ever. The original intent with planning for the 2020-2021 school year was to be in school full-time with

cohorting. As the rate of infections rose, it became clear that full-time would not work so they moved toward a hybrid approach. Now that the metrics have been released, they are moving full-speed to prepare for online education. He said that over the summer they have surveyed parents – 60% wanted kids in school full-time; 30% thought that hybrid would be okay. There are some who believe all kids should be in school and some who will not send their kids back to school until there is a vaccine available. He said that it is important to look at how we can help families who are juggling education for their kids and their jobs. He said more communication with families is needed. He said that one response that was universal was the challenges for daycare. Dufur School operates two daycares and wants to have them open as soon as they are able. He said that his sense, when talking to parents, is that they do not want their kids to wear masks all day long.

Commissioner Kramer said that the Board wants to help in any form or fashion that they can. Mr. Henderson commented that Wasco County Emergency Manager Sheridan McClellan is doing an amazing job of support for the schools; Wasco County Emergency Management is very much appreciated.

Ms. Peters thanked the Board for the opportunity. She said that this has been a summer like no other; staff is working very hard to respond to the shifting guidance that has been coming out. She said they had been planning a hybrid setting for the 2020-2021 school year based on input gathered in June from parents. They also spent time assessing facilities and spaces that could be utilized within the parameters of the guidance. They could only do that two days a week for each student. With the new metrics from the state, they are shifting to virtual learning. She said she appreciates the common metrics for equity around the state. She stated that they have three teams in place to work on the various aspects of the virtual program: 1) Instructional Team 2) Support Team (social, emotional, food, etc.) 3) Technology Team (assessing needs and putting strategies in place to meet those needs).

Ms. Peters went on to say that they are developing targeted training for staff and doing some adjustments to the school calendar; they will be taking that to the school board on August 13th along with the plan for the year. She said it has been a team effort and they appreciate the support of the ESD and Claire Ranit who has been instrumental in working with Public Health and the Districts for a robust communicable disease management plan.

Nichole Biechler asked what communication has been relayed out to staff

regarding positions. Ms. Peters said they have kept staff informed, sending out updates via email as things change. She said they are still planning around what supports will be needed and if they may need to repurpose some staff to meet needs. Those specifics have not gone out yet.

Vice-Chair Schwartz asked how big of a challenge will internet connectivity be for NWCSD21. Ms. Peters replied that it will be a challenge for some families. Given the emergency status and quick turnaround, staff did a good job in the spring. However, they are planning a better response for this fall. As part of registration, which can be online for K-12, they will survey parents about their technology needs. As part of the grants they have received, there are funds for Wi-Fi hotspots. She reported that they just submitted a grant that is specific to the Latinx population and will also include Wi-Fi hotspots. She observed that Unified Command is looking at internet service providers throughout the city. She said they have shared address information so they can see where the weaknesses exist.

Vice-Chair Schwartz asked about the comment regarding equity in the common metrics coming from the State. She pointed out that some of the smaller districts in Oregon are questioning why they cannot go to full-school as they have low numbers in their districts. Ms. Peters responded that she feels that the common metrics, applied by all districts, gives more equity across the state with common standards of education.

Vice-Chair Schwartz asked what the teachers and staff are saying about the different models for now and in the future. Ms. Peters reported that she has received communications from teachers and staff. Once a week she meets with union leadership to give updates and get feedback. There are concerns about staff safety, how we can deliver services and giving good instruction in a distanced format. They are working through those issues.

Vice-Chair Schwartz asked if there is any indication of how many families are planning to home school their children. Ms. Peters said they should have a better idea of that after registration week. The number they have received so far is comparable with previous years.

Youth Services Director Molly Rogers commented that the school located within the detention facility reconvened for in-person education on Wednesday. We really appreciate the partnership with the Administration at North Wasco School

District to ensure ongoing education, while maintaining safety precautions for students and faculty.

Mr. Nelson added that the building blueprint referenced by Ms. Peters is on the district website along with a one page explanation for parents.

Ms. Soblette said that the districts have been working very hard since March; few have taken time off as you might expect during the summer months. Guidance from the State has changed as we move through this and the districts have made many adjustments. Last week was a big shift. In the week before, they heard from parents that they would not be sending their kids back as they did not feel safe. Then the guidance came out that we will all be in distance learning. Districts are working to adapt and are doing an amazing job. Ms. Ranit has been an amazing addition for emergency response. The first three sections of the blueprint are very detailed – Ms. Ranit organized that into a document that districts can modify to fit their specific circumstances. It is used at the ESD as well. The ESD will be receiving more than 60,000 masks and shields which is about 9 per child. NWCSD is receiving that on behalf of the ESD as they have the space to receive such a large delivery. The ESD is focused on distance learning and working with the districts. New employees are being hired through grant dollars; they are employing people who bring expertise to distance learning.

Debby Jones asked if there is any discussion for face shields as opposed to masks. Ms. Soblette replied that they are ordering child-sized masks and shields for daycare and special education programs. The ESD ran summer school in the orchards with small groups of children; many parents were sending children with masks even before it was required. Preschool teachers are being asked to wear both a shield and a mask.

Commissioner Kramer thanked everyone for their updates. He said that if the public has questions, please send them directly to him to coordinate responses through Unified Command and the Districts. He said this has been beneficial for everyone and if we can help in any way we would like to do so.

Forest Service Area Manager Lynn Burditt said things in recreation remain the same. They continue to update what sites are open and which are closed on the Ready Set, Gorge website. They have released a Let' Talk Trash public notice trying to address the trash problem that is being seen across the region. The Fir Mountain fire is 313 acres and is 30% contained. There are up to 400 personnel involved in the response; the biggest challenge is the wind.

Agenda Item – Elections/Cyber Security

County Clerk Lisa Gambia explained that in 2018 the federal government designated elections as critical infrastructure. She said that she has participated in 3 federal tabletop exercises dealing with a variety of circumstances. Cyber security is at the top of the list in light of the recent ransomware attacks involving local governments. The Center for Internet Security is coordinating efforts across the country. They are partnering to offer a service for free that is an additional layer of security with monitoring at the national level. We have been offered that service through the Secretary of State's Elections Division. Interim Information Services Manager Andrew Burke has been working with her, the Sheriff's Office and North Central Public Health District as their data will also be impacted by the service. Everyone believes that it will be a benefit. The agreement has been reviewed by legal and can be signed by the Administrative Officer.

Mr. Burke said that the system is a third party system that works through an intergovernmental agreement. The underlying value is the information sharing. It will identify and mitigate threat vectors and prevent attacks. With the 24/7 monitoring we can proactively deal with security threats. It is a valuable system that we can take advantage of; it tracks the internet traffic – if the signature matches a potential threat, we get notified immediately. He said that he recommends moving forward with the system.

Mr. Burke went on to say that we implemented SPLUNK last year; it gives us similar monitoring abilities internally. With SPLUNK, we have identified two potential internal threats and mitigated those to a green status with no additional potential threats. Both are good services.

Ms. Gambia said that this is just to provide the Board with the information and answer questions.

The Board was in support of moving forward with the program. Ms. Gambia said this has been an intense experience and she appreciates the support.

Discussion Item – Bridges to Change

Community Corrections Manager Fritz Bachman said that this is the 3rd renewal of the agreement with Bridges to Change for transitional housing. This is very similar to previous agreements; the big change is the budget. The costs for staff and programs remain the same. What has been removed is costs for additional peer

mentors. We cannot afford that if we want to maintain the program. The agreement sets a ceiling of \$126,000 for the year which reflects the amount needed to fund the program and house manager. Our caseload has been diminishing for the last three years which reduces state funding. We took an 11% cut last year; we have not seen the allocation for this year, but there is an upcoming special session and they need to balance the budget in light of all the COVID-19 costs.

Mr. Bachman said that Bridges to Change is on the cusp of a contract with Pacific Source for mentoring costs. If they can get that up and running, they will be able to add that piece and pass the savings on. They are currently maintaining 3 peer mentors. If we have to provide funding for a mentor every month, we would run out of money in February. He reported that Bridges to Change has been amazing in working with us in relation to reduced funding. The program started here in April of 2017. Since that time, we have seen over 90 men engaged in the program with a success rate of over 60% - phenomenal results. The ceiling in the agreement does not represent the entire transitional housing budget as we have an agreement with Wings for women which is a smaller program. We also have some funds set aside to fill other transitional gaps.

Sheriff Magill said we are hoping that the budget can be stabilized. Mr. Bachman has done a great job getting this in place for this year; we hope to get that done for the long term. It is a great program and we have one of the highest success rates in the state. He said he is very proud of the team.

Chair Hege commented that it has been one of the more exciting programs we have had. There were a lot of concerns when we opened the first house, but it has worked out well.

Vice-Chair Schwartz asked if the Wings program is an equitable program with the stabilization houses and peer mentors. She asked if we have a similar agreement with them. Mr. Bachman replied that 10% of our caseload is female. For housing, the most basic is stabilization where people might be less comfortable functioning in a home. This gets them settled in and staying clean. Bridges to Change can hold 10 people. Wings gives us 2-3 beds which is a good ratio between the two. For Bridges we spend about \$1,062 per bed per month. Wings is a bed rate of \$1,500 per bed per month. Women tend to have a higher rate of needs; a lot are moms and might be burdened with negative relationships. It is a more cohesive social environment. The house also accommodates babies and toddlers. That increases needs and explains the higher costs. Wings has a house manager and peer mentor

– both are part-time.

Mr. Bachman went on to say that after stabilization housing there is housing that really only needs a landlord willing to maintain clean and sober housing. Bridges offers that for both men and women. They hold group meetings, residents are free to come and go and they maintain their own finances, etc. It is the final step to full independent living.

{{Vice-Chair Schwartz moved to approve the Transitional Housing and Support Services Program Personal Services Contract between Wasco County and Bridges to Change. Commissioner Kramer seconded the motion which passed unanimously.}}

**Agenda Item – Federation of Parole and Probation Officers (FOPPO)
Extension Agreement**

Human Resources Director Nichole Biechler said that because of the current situation with COVID-19, FOPPO approached union counsel for an extension with a 2% wage increase and Fair Share laws compliance language. Fair Share addresses union dues and changes to JANIS which is part of union negotiations and dues. It went into effect a year or two ago and we just needed to update that language for the contract.

{{Commissioner Kramer moved to approve the Extension Agreement between Wasco County and the Federation of Parole and Probation Officers. Vice-Chair Schwartz seconded the motion which passed unanimously.}}

Agenda Item – FEMA Grant Agreement

Senior Planner Will Smith explained that this is closing the loop on the Community Wildfire protection Plan grant. He reviewed the information included in the packet. He said once the Board approves, they can get started on the work. The meetings will start this winter when community partners have more time to devote to the work.

Commissioner Kramer asked if our match will be funds or labor. Mr. Smith replied that there will not be a cash contribution from the County. We will be recording the time we put into it; no impact to the budget.

Commissioner Kramer said this is important work and the team is doing an excellent job.

{{Vice-Chair Schwartz moved to approve the Fire Management Assistance Grant Agreement #FM-5195-21-POR to revise Wasco County's Community Wildfire Protection Plan. Commissioner Kramer seconded the motion which passed unanimously.}}

Agenda Item – GIS Fee Waiver Request

GIS Coordinator Tycho Granville reviewed the memo included in the Board Packet.

Vice-Chair Schwartz said that she does not fully understand Sherman County's concern. Mr. Granville replied that they want it only used internally and not made public. That would not work as they are trying to come up with a public application for waste water. He commented that Sherman County does not waive fees for anyone ever.

Chair Hege noted that we have not approved a waiver in the past, but this is the first time that partners have by-in-large supported the waiver.

Commissioner Kramer said that this is not part of our core service; we may not want to set this as a precedent.

Vice-Chair Schwartz said that it is not clear what the benefits to Wasco County would be. She noted that 33 other counties have found value in this and have waived fees. She said we have discussed waste water needs in Waco County but she would want to know what the specific benefits are; she would like to hear directly from OSU. Mr. Granville pointed out that we are one of the few counties that actually sells data.

Chair Hege said that one thing he would want to make clear is that it would be a one-time ask. He said he thinks there may be some value but we need to better understand what that is. Some of our small communities have some waste water issues. It is unusual that the partners support the request. He said he is fine with inviting them to come to the session to answer questions. He said that we provide all the information publicly. It is the raw data we sell that allows them to put it into their own system for analysis.

Agenda Item – VOCA Grant Funds

Deputy District Attorney Leslie Wolfe said this is a grant that provides legal and

other services to victims of crime. With the pandemic, the District Attorney's Office has not been able to use all the funds and would like to transfer the remainder to HAVEN in order to keep the funds in the community. She noted that we did this in the last grant cycle in 2018 and have permission from the grant monitor.

Executive Director Tara Koch said that this contract supports legal services and mental health. It would pay for consultations with attorneys, emergency vouchers for food/clothing full-time employee for mental health and emergency needs.

{{{Commissioner Kramer moved to approve the Memorandum of Understanding between HAVEN and Wasco County to improve access to a broad range of counseling and s=wellness program activities for HAVEN clients. Vice-Chair Schwartz seconded the motion which passed unanimously.}}}

Public Comment

Liz Turner stated that one of her concerns is whether or not we can more fully activate the justice system. She pointed out that a speedy trial is a sixth amendment right and things are being held up in the courts. She said that it is also not good for the victims and witnesses can forget what they saw or heard when trials are delayed.

Ms. Turner went on to say that she does not believe the pandemic is the big deal that we are making it. Every virus cannot shut us down; people die and she is sorry for that. She said that the malaria drug is not just treatment; it is a preventative and is cheap. If people with compromised health had access, they could have some protection. She asked if there is anything we can do to supply people with that.

Chair Hege said that this is a challenging time and he will pass along the comments regarding the court system.

Sheriff Magill said that the courts are doing the best they can to get caught up. In Wasco County, we are looking at 700 cases that are backlogged. They are plugging away to get caught up.

Consent Agenda: Minutes - 7.8.2020, 7.15.2020, 7.22.2020

{{{Commissioner Kramer moved to approve the Consent Agenda. Vice-Chair

Schwartz seconded the motion which passed unanimously.}}

Commission Call

Chair Hege said he attended the virtual NACo conference and voted on behalf of the County. He said this is the first time in his memory that there was only one candidate for 2nd Vice-President; there are usually quite a few. There were also some small bylaw changes.

Commissioner Kramer said that they are in the process of finding someone to replace Lynette Black on the UC for PPE distribution; it will be a high need in the fall.

Vice-Chair Schwartz said that she attended the AOC/OSHA meeting with Director Woods to discuss temporary vs permanent rules. The notion of permanence is anything over 180 days and anything related to COVID will go on at least that long. However, COVID rules will be separated and more easily struck. There will be another meeting with AOC to discuss the specifics.

Vice-Chair Schwartz went on to say that there will be a second round of interviews in late August for the NCPHD Director position. The Executive Director of CAP, Jim Slusher, has submitted notice of retirement. It is a loss but also an opportunity.

Mr. Stone stated that Unified Command's big task for this period is targeting and reaching out to the 16-25 year old population to educate them that gathering is risky business. He said that they want to encourage them to keep their distance, wear masks and not congregate. He said that he would appreciate the Board's support. He reported that just last night when he walked by Sirosis Park, he observed a volleyball game with 30-40 people.

Chair Hege asked if there is anything that can be pushed out on our social media. Mr. Stone said that UC is working on that. They are also looking for a 3rd party contractor to help them connect with that age group – perhaps Immense Imagery. Chair Hege said that Debby Jones would also be a good resource. Mr. Stone responded that Ms. Jones participates in the planning calls.

Chair Hege closed the session at 11:08 a.m.

Summary of Actions

MOTIONS

- **To approve the Transitional Housing and Support Services Program Personal Services Contract between Wasco County and Bridges to Change.**
- **To approve the Extension Agreement between Wasco County and the Federation of Parole and Probation Officers**
- **To approve the Fire Management Assistance Grant Agreement #FM-5195-21-POR to revise Wasco County's Community Wildfire Protection Plan.**
- **To approve the Memorandum of Understanding between HAVEN and Wasco County to improve access to a broad range of counseling and wellness program activities for HAVEN clients.**
- **To approve the Consent Agenda: July 8, 2020 Special Session Minutes, July 15, 2020 Regular Session Minutes, July 22, 2020 Special Session Minutes.**

Wasco County
Board of Commissioners

Scott C. Hege, Commission Chair

Kathleen B. Schwartz, Vice-Chair

Steven D. Kramer, County Commissioner



DELEGATION OF AUTHORITY

Mosier Creek Fire

INCIDENT NAME

Scott Magers is assigned as the Incident Commander (IC) for the Mosier Creek Fire located within the legal jurisdiction of the following authority: County of Wasco. The IC will assume command of this incident at 1200 hours on 8-13-20.

The IC is delegated full authority and responsibility for managing the activities of those unprotected structures outside of a Fire protection District and within Wasco County impacted by the Mosier Creek Fire will be included in this delegation.

within the framework of law and the direction provided by the Oregon Office of State Fire Marshal and by the jurisdiction administrator or their designee.

The IC's primary responsibility is to organize and direct assigned resources for safe, efficient, and effective mitigation of this incident.

The IC is accountable to the State Fire Marshal and the jurisdiction administrator or their designee.

Specific direction for the Incident Commander of OSFM Blue Team is as follows:

1. Provide for the safety and welfare of all assigned personnel. This also includes the mandated Covid-19 Pandemic social distancing and proper use of PPE rules as identified by the State of Oregon and the CDC. These rules shall apply to all individuals who are participating under this delegation of authority.
2. All incident operations performed under this delegation with conform with Recommended Best Management Practices- COVID-19 Pandemic.
3. Treat all people with the utmost respect, inclusion, diversity and dignity.
4. Establish unified command with ODF who have – or have been granted – authority as it relates to this incident.
5. Maintain interagency cooperation with all agencies participating in mitigation of this incident.
6. Document damage to structures and improvements caused by the incident by producing maps and photographs of damage caused by incident.
7. Document damage caused by incident resources, which should include photographic documentation.
8. Provide for situation reports to the affected jurisdiction(s).
9. Provide timely and accurate public information utilizing appropriate means such as public meetings, social

11. Design and implement a method for the immediate transfer of information related to the need for revision of evacuation levels. This method should also include a process for the jurisdiction(s) to notify the team of possible threats to structures.
12. Provide a process for release of this delegation and transfer of command back to the appropriate authority.

The jurisdiction administrator or their designee will:

1. Attend Cooperators Meetings and Planning Meetings.
2. Provide jurisdiction mapping products.
3. Provide appropriate available in-briefing documentation.
4. Will provide additional support for COVID-19 mitigation efforts if requested

Authority Having Jurisdiction: County of Wasco

<u>TYLER STONE</u>	<u>A.O.</u>	<u>503 312 9008</u>
JURISDICTION ADMINISTRATOR NAME	TITLE	CELL

Tyler Stone
In the event that I am not immediately available, my designated representatives will be:

<u>SCOTT HEGE</u>	<u>Commissioner</u>	<u>541 288 1616</u>
1 st DESIGNEE NAME	TITLE	CELL

<u>STEVE KRAMER</u>	<u>Commissioner</u>	<u>541 993 2051</u>
2 ND DESIGNEE NAME	TITLE	CELL

By my signature, I hereby delegate full authority and responsibility for providing incident management within the framework of law and the direction provided herein to the Oregon Office of State Fire Marshal (OSFM).

JURISDICTION ADMINISTRATOR NAME

SIGNATURE

By my signature, I hereby accept the delegated authority as described herein.

<u>Manana Ruiz-Temple</u>	<u>Manana Ruiz-Temple</u>
OSFM AGENCY ADMINISTRATOR NAME	SIGNATURE

<u>[Signature]</u>	<u>SCOTT MAGPERS</u>
INCIDENT COMMANDER NAME	SIGNATURE



AGENDA ITEM

Bakeoven Solar Project Road Use Agreement

[ROAD USE AGREEMENT – BAKEOVEN SOLAR ENERGY PROJECT](#)

[MOTION LANGUAGE](#)

BAKEOVEN SOLAR ENERGY PROJECT

ROAD USE AGREEMENT

WASCO COUNTY, OREGON

THIS ROAD USE AGREEMENT is entered into this ____ day of August 2020, between Bakeoven Solar, LLC, an Oregon limited liability company (hereinafter "Bakeoven Solar") and Wasco County, a political subdivision of the State of Oregon (hereinafter "County").

WHEREAS, on APRIL 24, 2020 a SITE CERTIFICATE (hereinafter the "Bakeoven Site Certificate") was issued by the Energy Facilities Siting Council for the construction of the Bakeoven Solar Project (hereinafter the "Project"), and Condition GEN-PS-01 allows the County Roadmaster to enter into a Road Use Agreement with Bakeoven Solar.

WHEREAS, in the course of hauling equipment, materials, and supplies, and traveling to and from the Project site, as depicted on Exhibit A attached hereto and incorporated herein, Bakeoven Solar anticipates operating equipment, delivering aggregate and solar PV modules, trackers, a main power transformer, and other necessary components over the following County roads:

- **Bakeoven Road**, from US Highway 197 in Maupin to US Highway 97 west of Shaniko. This road is approximately 24.7 miles in length, paved asphaltic concrete, considered to be in "good" condition currently, with an expected County project scheduled for July, 2020 to apply a chip-seal treatment over the last 14 miles - starting at approximately milepost 11.0 (just past the substation near Sage Canyon) and finishing at the intersection with US Highway 97.
- **Hinton Road**, from Bakeoven Road to an aggregate quarry, approximately 0.5 miles in length, aggregate surface, and is considered to be in "good" condition, and regularly maintained by the County. Bakeoven Solar may or may not elect to use this quarry/road during the construction of the Project.
- **Wilson Road**, from Bakeoven Road to a water source, approximately 0.1 mile in length, aggregate surface, and is considered to be in "good" condition, and regularly maintained by the County. Bakeoven Solar may or may not elect to use this water source/road during the construction of the Project.

(hereinafter, and collectively, the "County Roads"); and

WHEREAS, in the mutual interest of entering into this Road Use Agreement to meet the Condition GEN-PS-01 of the Bakeoven Site Certificate, Bakeoven Solar and County desire to agree as to certain terms and condition for the hauling of Project materials, and for Bakeoven Solar to be responsible for damage to County Roads resulting from Project construction operations, and as consideration for permission to use County roads to engage in and complete Bakeoven Solar's construction activities and operations.

NOW THEREFORE, Bakeoven Solar and County agree as follows:

1. **Scope of Work**: Bakeoven Solar shall have the right to haul materials over County Roads. Construction operations shall take place off County Road rights-of-way, which are nominally 60 feet wide, other than what is necessary to construct and maintain approach roads to the Project. Two such approach roads are anticipated, but at the time of this Road Use Agreement, the Project design engineering has yet to be finalized. Bakeoven Solar will provide to the County Roadmaster final design plans ("Issued for Construction"), indicating final location of such approaches for review and approval.

2. Traffic Control: Bakeoven Solar shall provide, at its expense, appropriate traffic signs, flaggers, and warning devices on County Roads. Locations for signs and warning devices will be determined by Bakeoven Solar with approval by the County Roadmaster. Traffic delays due to solar energy construction activities shall not exceed fifteen (15) minutes, unless such special traffic circumstances have been reviewed and approved by County. Emergency vehicles shall have immediate access to all County Roads. Maximum speed for all construction equipment (trucks or otherwise) shall be held to 35 miles per hour for gravel roads, and 55 miles per hour for paved roads outside of any speed reduction areas.
3. Dust Suppression: When hauling begins, Bakeoven Solar will have dust abatement applied on Hinton Road and/or Wilson Road, as well as to access roads within the Project site, if and as required by the County Roadmaster at County Roadmaster's sole, yet reasonable, discretion. Watering roads or the use of dust abatement may also be needed in other areas of the construction site to help manage dust as well, as aggregate stabilization, all of which will be reasonably determined and implemented between Bakeoven Solar and the County Roadmaster as Project construction activities occur.
4. Pre-Inspection Meeting: Bakeoven Solar or its designated representative shall meet with the County Roadmaster in advance to:
 - a. Confirm specific routes for heavy vehicle traffic associated with the conduct of a particular operation; and
 - b. Confirm with County personnel as to the type of vehicles and duration of road use for a particular operation; and
 - c. Discuss the expected damage to occur and Bakeoven Solar's plan for repair during the operation as well as upon completion of the operation.
5. Road Maintenance: If County Road surfaces (paved or gravel) materially deteriorate as a result of Bakeoven Solar's activities, as reasonably determined by the County Roadmaster, Bakeoven Solar shall make necessary repairs to restore such County Road surface reasonably back to its condition existing as of the date of this Road Use Agreement under the direction of the County Roadmaster, to eliminate newly formed potholes, washboards, and other types of surface deteriorations. Should Bakeoven Solar be unable to perform maintenance to the County Road surface in a timely manner, the County may reasonably perform such repair or have a private contractor maintain and/or make repairs to the road at Bakeoven Solar's expense.
6. Road Repairs: Upon completion of Project construction activities, or as reasonably required during construction for safety, Bakeoven Solar shall repair soft spots that have been caused by Bakeoven Solar to County Roads by digging out the base material, backfilling with base rock, compacting and re-graveling the surface, or make asphalt repairs under the direction of the County Roadmaster.
7. Inclement Weather or Emergency Conditions: The County Roadmaster may survey road conditions and instruct Bakeoven Solar to immediately discontinue hauling operations to the extent incremental weather conditions or other emergency condition make road conditions unsafe for such weight limits on the County Roads.
8. Access: Bakeoven Solar agrees to abide by all contractual or applicable governmental regulations concerning access of property owners to their driveways during the course of Project construction.

9. Third Party Inspection: County Roadmaster may request upon fifteen (15) days' prior notice to Bakeoven Solar a Third-Party Inspection by a qualified professional reasonably acceptable to Bakeoven Solar of the conditions of County Roads before and after construction, including video and still photography, date/time/location stamped. Third-Party Inspection shall be performed at Bakeoven Solar's expense. In the event that a dispute rises, the Third-Party Inspector shall be the final arbiter.
10. Successors: This Road Use Agreement shall be binding and inure to the benefit of the respective heirs, successors, and assigns of the parties.
11. Indemnification: Bakeoven Solar shall indemnify, release and hold harmless the County and its officers, agents, employees, successors and assignees from any and all actions, proceedings causes of action, claims, demands and/or costs attributable to, whether directly and indirectly, damages or injuries arising out of or resulting from acts or omissions by Bakeoven Solar or otherwise arising out of the performance under this Road Use Agreement by Bakeoven Solar, its employees, agents, contractors or subcontractors, but such indemnity shall not apply to the intentional acts, willful misconduct, or negligence of the County, its officers, agents, employees, successors and assignees.
12. Assignment. Except as otherwise provided herein, or except as may be hereafter determined by the parties, no party to this Road Use Agreement may assign, partially assign or transfer its interest in this Road Use Agreement, or any of its rights, duties or obligations hereunder, without the prior written consent of the other party. Notwithstanding the foregoing, Bakeoven Solar may assign, partially assign or transfer its interest in this Road Use Agreement without requiring any additional County consent (i) to an affiliated entity that is under common control with Bakeoven Solar, or (ii) in connection with a bona fide sale of substantially all of the assets of or membership interests in Bakeoven Solar to a third-party purchaser. Whenever consent or the approval of a party is required herein, such party shall not unreasonably withhold, delay, or deny such consent or approval.
13. Attorney Fees; Limitation of Liability: In the event that any suit or action is brought to enforce the terms of this Road Use Agreement, the prevailing party shall be entitled to recover as part of its cost, its reasonable attorney fees incurred in such suit or action in any trial court of competent jurisdiction or any appellate court upon appeal. Neither party shall in any circumstances be liable to the other for any loss of any kind whatsoever including but not limited to any damages whether directly or indirectly caused to or incurred by a party to this Road Use Agreement by reason of any failure or delay in the performance of its obligations hereunder which is due to Force Majeure, including, but not limited to, delays associated with extreme weather events, riots or other events of significant social upheaval, or viral pandemic. Notwithstanding the foregoing, each party to this Road Use Agreement shall use reasonable business efforts and endeavors to continue to perform, or resume performance of, such obligations hereunder for the duration of such Force Majeure event.

IN WITNESS WHEREOF, this Road Use Agreement is hereby executed and delivered by authorized representatives of the parties on the date first written above.

BAKEOVEN SOLAR:

Bakeoven Solar, LLC,

an Oregon limited liability company

By: _____

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____

COUNTY:

Wasco County,

a political subdivision of the State of Oregon

WASCO COUNTY BOARD OF COMMISSIONERS

APPROVED AS TO FORM:

By: _____

Print Name: Scott C. Hege

Title: Commission Chair

Kristen Campbell, County Counsel

By: _____

Print Name: Kathleen B. Schwartz

Title: Vice-Chair

By: _____

Print Name: Steven D Kramer

Title: County Commissioner

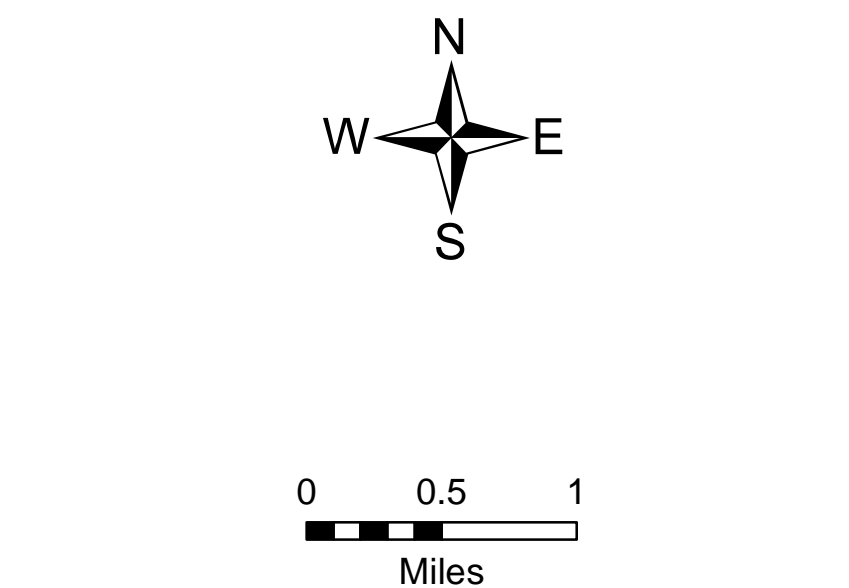
WASCO COUNTY ROADMASTER

By: _____

Print Name: Arthur Smith

Title: Public Works Director

Legend



BAKEOVEN SOLAR

PRIMARY DELIVERY ROUTE = 68 MILES
SECONDARY DELIVERY ROUTE = 51 MILES
NEAREST HOSPITAL (MADRAS) = 46 MILES

MAUPIN INSET
-PASSENGER CARS/PICK-UPS/DELIVERY
VANS ONLY.
-ALL SEMI-TRUCKS SHALL USE THE PRIMARY
ROUTE VIA BIGGS AND SHANIKO.

Even Compensation Station

PHASE

Wilson R

Wilson Rd

- Site entrance
- 14 miles to Maupin
- 12 miles to Shaniko

Hinton Rd

Hinton Rd

Hoo

Bak

Bak

SHANIKO



MOTION

SUBJECT: Bakeoven Solar Road Use Agreement

I move to approve the Bakeoven Solar Road Use agreement.



AGENDA ITEM

Health Security Pass-through Grant

[OHA GRANT AGREEMENT #165270](#)

[MOTION LANGUAGE](#)



Grant Agreement Number 165270

**STATE OF OREGON
INTERGOVERNMENTAL
PASS THROUGH GRANT AGREEMENT**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to dhs-oha.publicationrequest@state.or.us or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This Agreement is between the State of Oregon, acting by and through its Oregon Health Authority, hereinafter referred to as "OHA," and

**Wasco County
Emergency Management
511 Washington Street, Suite 102
The Dalles, OR 97058
Attention: Mike Middleton
Telephone: 541-506-2770
E-mail address(s):
mikem@co.wasco.or.us and sheridan@co.wasco.or.us**

hereinafter referred to as "Recipient."

The Program to be supported under this Agreement relates principally to OHA's

**Public Health Division (PHD)
Health Security, Preparedness, and Response Program
Healthcare Preparedness Program (HPP)
800 NE Oregon Street, Suite 465B
Portland, OR 97232
Grant Administrator: DeWayne Hatcher or delegate
Phone: 971.673.1038
Fax: 971.673.1309
E-mail: dewayne.r.hatcher@dhs-oha.state.or.us**

1. Effective Date and Duration.

This Agreement shall become effective on the date this Agreement has been fully executed by every party and, when required, approved by Department of Justice, whichever date is later. Recipients' performance of the program described in Exhibit A, Part 1, "Program Description" may start **June 1, 2020**, shall be governed by the terms and conditions herein, and such expenses incurred by Recipient may be reimbursed once this Agreement is effective in accordance with the schedule of payments in Exhibit A, Part 2, "Payment and Financial Reporting". Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **June 30, 2021**. Agreement termination shall not extinguish or prejudice OHA's right to enforce this Agreement with respect to any default by Recipient that has not been cured

2. Agreement Documents.

a. This Agreement consists of this document and includes the following listed exhibits which are incorporated into this Agreement:

- (1) Exhibit A, Part 1: Program Description
- (2) Exhibit A, Part 2: Payment and Financial Reporting
- (3) Exhibit A, Part 3: Budget
- (4) Exhibit B: Federal Grant Requirements
- (5) Exhibit C Standard Terms and Conditions
- (6) Exhibit D: Federal Terms and Conditions
- (7) Exhibit E: Insurance Requirements
- (8) Exhibit F: Information Required by 2 CFR 200.331(a)(1)

There are no other Agreement documents unless specifically referenced and incorporated in this Agreement.

b. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The documents comprising this Agreement shall be in the following descending order of precedence: this Agreement less all exhibits, Exhibits B, D, A, C, E and F.

3. Grant Disbursement Generally.

The maximum not-to-exceed amount payable to Recipient under this Agreement, which includes any allowable expenses, is **\$35,815.00**. OHA will not disburse grant to Recipient in excess of the not-to-exceed amount and will not disburse grant until this Agreement has been signed by all parties. OHA will disburse the grant to Recipient as described in Exhibit A.

4. Contractor or Subrecipient Determination.

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.104, OHA's determination is that:

☒ Recipient is a subrecipient ☐ Recipient is a contractor ☐ Not applicable

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: 93.889

5. Recipient Data and Certification.

- a. Recipient Information.** Recipient shall provide the information set forth below.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION

Recipient Name (exactly as filed with the IRS): _____

Street address: _____

City, state, zip code: _____

Email address: _____

Telephone: _____

()

Facsimile: _____

()

Proof of Insurance: Recipient shall provide the following information upon submission of the signed Agreement. All insurance listed herein and required by Exhibit C, must be in effect prior to Agreement execution.

Workers' Compensation Insurance Company: _____

Policy #: _____ Expiration Date: _____

- b. Certification.** Without limiting the generality of the foregoing, by signature on this Agreement, the undersigned hereby certifies under penalty of perjury that:

- (1) Recipient is in compliance with all insurance requirements in Exhibit C of this Agreement and notwithstanding any provision to the contrary, Recipient shall deliver to the OHA Contract Administrator (see page 1 of this Agreement) the required Certificate(s) of Insurance within 30 days of execution of this Agreement. By certifying compliance with all insurance as required by this Agreement, Recipient acknowledges it may be found in breach of the Agreement for failure to obtain required insurance. Recipient may also be in breach of the Agreement for failure to provide Certificate(s) of Insurance as required and to maintain required coverage for the duration of the Agreement;
- (2) Recipient acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the Recipient and that pertains to this Agreement or to the project for which the grant activities are being performed. Recipient certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Recipient further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Recipient;
- (3) The information shown in this Section 5a. "Recipient Information", is Recipient's true, accurate and correct information;
- (4) To the best of the undersigned's knowledge, Recipient has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
- (5) Recipient and Recipient's employees and agents are not included on the list titled "Specially Designated Nationals" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at:

<https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;

- (6) Recipient is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at: <https://www.sam.gov/portal/public/SAM/>;
- (7) Recipient is not subject to backup withholding because:
 - (a) Recipient is exempt from backup withholding;
 - (b) Recipient has not been notified by the IRS that Recipient is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (c) The IRS has notified Recipient that Recipient is no longer subject to backup withholding; and
- (8) Recipient Federal Employer Identification Number (FEIN) or Social Security Number (SSN) provided is true and accurate. If this information changes, Recipient is required to provide OHA with the new FEIN within 10 days.

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

- 6. Signatures.** This Agreement and any subsequent amendments 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 the Agreement and any amendments so executed shall constitute an original.

Wasco County

By:

_____	_____
Authorized Signature	Printed Name
_____	_____
Title	Date

State of Oregon acting by and through its Oregon Health Authority

By:

_____	_____
Authorized Signature	Printed Name
_____	_____
Title	Date

Approved for Legal Sufficiency:

Not required per OAR 137-045-0030(1)(a)

_____	_____
Department of Justice	Date

Program Approval: *(If applicable)*

_____	_____
Authorized Signature	Printed Name
_____	_____
Title	Date

EXHIBIT A

Part 1

Program Description

A federal pass-through grant is an agreement in which OHA is the recipient of grant funds from the federal government and the provisions of the grant to OHA either require or allow OHA to pass the funding through to providers of activities to be supported by the grant funds. The grant itself will detail what is and what are not allowable uses of the grant funds. This federal pass-through grant is targeted for COVID-19 to support the urgent preparedness and response needs of hospitals, health systems, and health care workers on the front lines of this pandemic, to include Emergency Medical Service personnel. This funding should be used to prepare to identify, isolate, assess, transport, and treat patients with COVID-19 of persons under investigation (PUIs) for COVID-19, and to prepare for future special pathogen disease outbreaks.

1. Purchase only the goods or services outlined in Exhibit A, Part 3, Budget, except when authorized according to the procedures set forth in Exhibit A, Part 2, Section 2, "Expenditure of Grant Funds."
2. Submit two Status Reports summarizing the status of awarded funds, due on February 15, 2021 and April 15, 2021.
3. Make every effort to obligate or expend funds on or before April 15, 2021. If funds are not spent or obligated by that date, OHA in cooperation with the Regional Healthcare Preparedness Coalition (RHPC) may reduce the amount of this Grant Agreement through formal amendment process as described in Exhibit B, Section 19, "Amendments; Waiver; Consent." On or after April 15, 2021, OHA may initiate this amendment process by sending a Notice of Reallocation advising Subrecipient of the reduced grant amount. No expenses incurred after the date of the notice will be considered for reimbursement, regardless of the date that the formal amendment is executed.
4. Submit the final Reimbursement Request and copies of actual receipts to OHA no later than July 31, 2021, unless extended in writing by OHA. All expenditures must be completed by June 30, 2021.
5. Utilize the Hospital Incident Command System (HICS) or National Incident Management System (NIMS) as the incident command system in implementing the Emergency Management Program, if applicable. If an equivalent command system is not already being utilized, HICS should be implemented within 1 year from the execution of this Agreement.
6. Participate in local (city, county, and regional) emergency planning, training, and exercises that involve hospital and healthcare coalition and public health related scenarios. Subrecipient shall submit After Action Reports/Improvement Plans (AARs/IPs) upon request for the responses and exercises used to demonstrate compliance with Healthcare Preparedness Program (HPP) requirements. The AARs/IPs shall include observations, strengths, challenges, and corrective action plans for responses or exercises and should relate to the healthcare preparedness capabilities, as applicable. All AARs/IPs shall be submitted in time for inclusion in the BP 02-2020 (07/01/2020-06/30/2021) annual progress report.
7. Continue to participate as a member of the RHPC within the organizational Healthcare Preparedness Region. If not an RHPC member, then Subrecipient shall become informed enough to effectively contribute to the discussions and deliberations on relevant regional issues.
8. Work towards implementing NIMS activities for hospitals and healthcare systems, if applicable.
9. If pharmaceuticals or other medical material is purchased, provide a written plan that addresses, as appropriate, the storage, rotation with day-to-day supplies to diminish waste due to expiring supplies, policies relating to activation and deployment of their stockpile, and disposal.

- 10.** Inform OHA within 30 days, when any materials purchased with these grant funds and being tracked in the inventory tracking system, have been moved to a different location than previously identified to OHA.
- 11. Equipment and Products.**
It is possible that the State of Oregon, during public health emergencies, may need to relocate equipment purchased with HPP funds to meet immediate needs, therefore, Recipient agrees to make items available for transfer upon request and within 4 hours of request being made.
- 12. Liability of Misuse of Grant Funds.**
Subrecipient shall assume sole liability for Subrecipient's breach of the conditions of the grant, and shall, upon Subrecipient's breach of grant conditions that causes or requires OHA to return funds to the grantor hold harmless and indemnify OHA for an amount equal to the funds which OHA is required to pay to grantor.

EXHIBIT A

Part 2

Payment and Financial Reporting

1. Disbursement of Grant Funds.

- a. Disbursement Generally. Subject to Section 1.b, OHA will disburse grant funds to Subrecipient upon OHA's approval of a completed Reimbursement Request. The Request shall include details of all planning, training, and exercises along with copies of original receipts for travel, supplies, and equipment. The Reimbursement Request must be received by OHA within 90 days following the actual expenditures, unless extended in writing by OHA. All expenses shall be incurred in the most cost-effective manner resulting in the best value for the state. All costs are included in, and not in addition to, the total amount of this Grant Agreement.
- b. Travel and Related Costs. OHA will reimburse Subrecipient for travel and related costs such as meals and accommodations, and any other costs that provide direct benefit to the Program as described in Exhibit A, Part 1. Costs will be reimbursed at state rates in effect at the time the expenses are incurred and only when meeting the requirements of 45 CFR Part 75, as applicable.
- c. Conditions Precedent to Disbursement. OHA's obligation to disburse any grant funds to Subrecipient under this Agreement is subject to satisfaction of each of the following conditions precedent:
 - (1) OHA has received enough funding, appropriations, and other expenditure authorizations to allow OHA, in the exercise of its reasonable administrative discretion, to make the disbursement. Nothing in this Agreement is to be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon;
 - (2) No default as described in Exhibit B, Section 8, "Default; Remedies; Termination," has occurred; and
 - (3) OHA has received from Subrecipient a Reimbursement Request acceptable to OHA and further described in Section 1.a. above.

2. Expenditure of Grant Funds. Subrecipient may expend the grant funds solely to cover costs necessarily incurred by Subrecipient in performing the activities of this Grant Agreement and subject to any restrictions imposed by other provisions of this Agreement or by applicable law.

Subrecipient may expend grant funds only for allowable costs. "Allowable Costs" are expenditures made in accordance with the line-item budget approved by OHA and the RHPC and shown in the attached Exhibit A, Part 3, Budget, except that budget adjustments may be made as follows:

- a. For budget adjustments between Expenditure Categories that are within the same Capability AND Objective;
 - (1) A Change Form is required for OHA grant documentation purposes.
 - (2) Adjustments must be approved by OHA.
 - (3) Expenditure Category adjustments will not be included in the 30% cumulative change total.

- b.** For budget adjustments between Capability and Objective;
 - (1) A Change Form is required for OHA grant documentation purposes.
 - (2) Adjustments must be approved by OHA. If a grant award change request changes the focused capability, then the RHPC must approve prior to submitting to OHA.
 - (3) Up to 30% of the cumulative grant award amount is allowable.
- c.** Budget adjustments exceeding 30% of the cumulative grant award amount are not authorized unless an amendment to this Agreement is executed by all applicable parties.

EXHIBIT A

Part 3

Budget

HEALTHCARE PREPAREDNESS PROGRAM - BUDGET COVID SUPP 2										Oregon Health Authority	
General Information:		HPP Region: _____		Region 5		Agreement #: _____					
		Awardee: _____		Wasco County Emergency Management		Date: _____		25-Jun-20			
		Address: _____		511 Washington Street, Suite 102		DUNS #: _____		84415955			
		City, State and Zip: _____		The Dalles, OR 97068							
		Budget Preparer Name: _____		Sheridan McClellan		Phone: 541-980-0200		Email: sheridan.mcclellan@wasco.wa.gov			
		Authorized Signer Name: _____		Mike Middleton		Phone: 541-506-2770		Email: mike.middleton@wasco.wa.gov			
		HPP COVID SUPP 2 Award Year: _____		05/01/20-06/30/21							
Budget Details:											
CAPABILITIES & OBJECTIVES			EXPENDITURE CATEGORY:								
			Personal Services	Travel - Instate	Travel-Out-of-State	Capital Equipment	Supplies	Contracts	Other	Indirect	TOTALS
Capability 1:	Foundation for Health Care and Medical Readiness	Specific Activity and Use:									
	C1.01 Establish and Operationalize a Health Care Coalition										\$0.00
	C1.02 Identify Risk and Needs										\$0.00
	C1.03 Develop a Health Care Coalition Preparedness Plan										\$0.00
	C1.04 Train and Prepare the Health Care and Medical Workforce										\$0.00
	C1.05 Ensure Preparedness is Sustainable										\$0.00
		Sub-total:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Capability 2:	Health Care and Medical Response Coordination	Specific Use:									
	C2.01 Develop and Coordinate Health Care Organization and Health Care Coalition Response Plans										\$0.00
	C2.02 Utilize Information Sharing Procedures and Platforms										\$0.00
	C2.03 Coordinate Response Strategy, Resources, and Communications										\$0.00
		Sub-total:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Capability 3:	Continuity of Health Care Service Delivery	Specific Use:									
	C3.01 Identify Essential Functions for Health Care Delivery										\$0.00
	C3.02 Plan for Continuity of Operations										\$0.00
	C3.03 Maintain Access to Non-Personnel Resources during an Emergency										\$0.00
	C3.04 Develop Strategies to Protect Health Care Information Systems and Networks										\$0.00
	C3.05 Protect Responders' Safety and Health	PPE for Medical Providers and First Responders					\$25,815.00				\$25,815.00
	C3.06 Plan for and Coordinate Health Care Evacuation and Relocation										\$0.00
	C3.07 Coordinate Health Care Delivery System Recovery										\$0.00
		Sub-total:	\$0.00	\$0.00	\$0.00	\$0.00	\$25,815.00	\$0.00	\$0.00	\$0.00	\$25,815.00
Capability 4:	Medical Surge	Specific Use:									
	C4.01 Plan for a Medical Surge	Equipment required for Surge Capability					\$10,000.00				\$10,000.00
	C4.02 Respond to a Medical Surge										\$0.00
		Sub-total:	\$0.00	\$0.00	\$0.00	\$0.00	\$10,000.00	\$0.00	\$0.00	\$0.00	\$10,000.00
		Grand Total	\$0.00	\$0.00	\$0.00	\$0.00	\$35,815.00	\$0.00	\$0.00	\$0.00	\$35,815.00

Capabilities and Expenditure Category definitions on next page. Please round all budgets to the nearest dollar. Questions: please contact your Liaison or Jill Snyder at 971-673-0714.

C = Capability
O = Objective

EXHIBIT B

Federal Grant Requirements

1. Subaward Equal Treatment

The recipient must comply with 45 CFR 75, including the provision that no State or local government recipient nor any intermediate organization with the same duties as a governmental entity shall, in the selection of service providers, discriminate for or against an organization's religious character or affiliation.

2. Public Policy Requirements

All public policy requirements included in "Public Policy Requirements" in Part I and Part II (pages II-2 through II-24) of the HHS GPS apply as appropriate. See FOA#: EP-U3R-19-001 under which this award was issued for more information.

As required by the Federal Funding Accountability and Transparency Act of 2006, this new award is subject to the subaward and executive compensation reporting requirement of 2 CFR Part 170.

Although the full text of this regulation is attached, you may access the language online at <https://www.fsrs.gov/>.

3. Mandatory disclosures.

The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in §200.338 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180 and 31 U.S.C. 3321).

4. Executive Level II Salary Cap For FY 2020

The Consolidated Appropriations Act, 2020 (Public Law 116-94) signed into law on January 5, 2020, restricts the amount of direct salary to Executive Level II of the Federal Executive Pay scale. The Executive

Level II salary is \$197,300 annually. Funds made available by this award shall not be used by the grantee or subrecipient to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of current Executive Level II compensation requirements.

5. Gun Control

None of the funds made available through this award may be used, in whole or in part, to advocate or promote gun control.

6. Pornography

None of the funds made available through this award may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

7. Lobby Restrictions

The grantee must comply with 45 CFR Part 93. None of the funds made available through this award shall be used to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, grant or cooperative agreement, the making of any Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. Influencing or attempting to influence means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered action.

8. Accounting Records and Disclosure

Awardees and sub-recipients must maintain records which adequately identify the source and application of funds provided for financially assisted activities. These records must contain information pertaining to grant or subgrant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. The awardee, and all its sub-recipients, should expect that A, or its designee, may conduct a financial compliance audit and on- site program review of grants with significant amounts of Federal funding.

9. Procurement

When procuring equipment, the recipient must comply with the procurement standards at 45 CFR Part 75.329 Procurement procedures, which requires the performance and documentation of some form of cost or price analysis with every procurement action.

10. DUNS Number Annual Update

The DUNS number recipients use on their application must be registered and active in the System for Award Management (SAM) which can be accessed at <https://www.sam.gov>. Recipients must update their SAM information at least every 12 months to maintain an active account.

11. Trafficking In Persons

a. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not:
 - i. engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or;
 - iii. Use forced labor in the performance of the award or subawards under the award.
2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:
 - A. Associated with performance under this award; or
 - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and "suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 376.

b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the

award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—

- i. Associated with performance under this award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and "Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 376
- c. Provisions applicable to any recipient.
1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph
 - a.1 of this award term 2. Our right to terminate unilaterally that is described in paragraph
 - a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
 3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

12. Reducing Text Messaging While Driving.

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, dated October 1, 2009, contractors, subcontractors, and recipients and subrecipients are encouraged "to adopt and enforce policies that ban text messaging while driving company-owned or - rented vehicles or GOV, or while driving POV when on official Government business or when performing any work for or on behalf of the Government. Agencies should also encourage Federal contractors, subcontractors, and grant recipients and subrecipients as described in this section to conduct initiatives of the type described in section 3(a) of this order."

13. Publications

All grantee publications, including: research publications press releases other publications or documents about research that is funded by ASPR must include the following two statements: A specific acknowledgment of ASPR grant support, such as: "Research reported in this [publication/press release] was supported by [name of the program office(s), or other ASPR offices] the Department of Health and Human Services Office of the Assistant Secretary for Preparedness and Response under award number [specific ASPR grant number(s)]."A disclaimer that says: "The content is solely the responsibility of the authors and does not necessarily represent the official views of the Department of Health and Human Services Office of the Assistant Secretary for Preparedness and Response."

14. Federal Information Security Management Act (FISMA)

If applicable, all information systems, electronic or hard copy which contain federal data need to be protected from unauthorized access. This also applies to information associated with ASPR grants. Congress and the OMB have instituted laws, policies and directives that govern the creation and implementation of federal information security practices that pertain specifically to grants and contracts. The current regulations are pursuant to the federal Information Security Management Act (FISMA), Title III of the

15. Health and Safety Regulations and Guidelines

Grantees are responsible for meeting applicable Federal, State, and local health and safety standards and for establishing and implementing necessary measures to minimize their employees' risk of injury or illness in activities related to ASPR grants. In addition to applicable Federal, State, and local laws and regulations, the following regulations must be followed when developing and implementing health and safety operating procedures and practices for both personnel and facilities:

- 29 CFR 1910.1030, Blood borne pathogens; 29 CFR 1910.1450, Occupational exposure to hazardous chemicals in laboratories; and other applicable occupational health and safety standards issued by the Occupational Health and Safety Administration (OSHA) and included in 29 CFR 1910. These regulations are available at http://www.osha.gov/pls/oshaweb/owastand.display_standard_group?p_toc_level=1&p_p_art_number=1910.
- Nuclear Regulatory Commission “standards and Regulations, pursuant to the Energy Reorganization Act of 1974 (42 U.S.C. 5801 et seq.). Copies may be obtained from the Nuclear Regulatory Commission, Washington, DC 20555-0001. The following guidelines are recommended for use in developing and implementing health and safety operating procedures and practices for both personnel and facilities:
- Biosafety in Microbiological and Biomedical Laboratories, CDC and NIH, HHS. This publication is available at http://www.cdc.gov/OD/ohs/biosfty/bmbl5/BMBL_5th_Edition.pdf.
- Prudent Practices for “afety in Laboratories (1995), National Research Council, National Academy Press, 500 Fifth Street, NW, Lockbox 285, Washington, DC 20055 (ISBN 0-309-05229-7). This publication can be obtained by telephoning 800-624-8373. It also is available at <http://www.nap.edu/catalog/4911.html>. Grantee organizations are not required to submit documented assurance of their compliance with or implementation of these regulations and guidelines. However, if requested by ASPR, grantees should be able to provide evidence that applicable Federal, State, and local health and safety standards have been considered and have been put into practice.

16. Definitions

For purposes of this award term and condition:

- a. Administrative proceeding means a nonjudicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or (4) Any other criminal, civil, or administrative proceeding if:
 - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
 - (ii) It had a different disposition arrived at by consent or compromise with an

acknowledgement of fault on your part; and

- (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.
- 3. Reporting Procedures Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.
- 4. Reporting Frequency During any period of time when you are subject to this requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.
- 5. Definitions For purposes of this award term and condition:
 - a. Administrative proceeding means a non judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
 - b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
 - c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—
 - (1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
 - (2) The value of all expected funding increments under a Federal award and options, even if not yet exercised

EXHIBIT C

Standard Terms and Conditions

1. **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 OHA or any other agency or department of the State of Oregon, or both, and Recipient 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 the jurisdiction of any court or of any form of defense to or immunity from any Claim, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. This Section shall survive expiration or termination of this Agreement.

2. **Compliance with Law.**

Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Recipient and this Agreement. This Section shall survive expiration or termination of this Agreement.

3. **Independent Parties.**

The parties agree and acknowledge that their relationship is that of independent parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

4. **Grant Funds; Payments.**

- a. Recipient is not entitled to compensation under this Agreement by any other agency or department of the State of Oregon. Recipient understands and agrees that OHA’s participation in this Agreement is contingent on OHA receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow OHA, in the exercise of its reasonable administrative discretion, to participate in this Agreement.
- b. **Disbursement Method.** Disbursements under this Agreement will be made by Electronic Funds Transfer (EFT) and shall be processed in accordance with the provisions of OAR 407-120-0100 through 407-120-0380 or OAR 410-120-1260 through OAR 410-120-1460, as applicable, and any other OHA Oregon Administrative Rules that are program-specific to the billings and payments. Upon request, Recipient must provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. Recipient must maintain at its own expense a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all disbursements under this Agreement. Recipient must provide this designation and information on a form provided by OHA. In the event that EFT information changes or the Recipient elects to designate a different financial institution for the receipt of any payment made using EFT procedures, Recipient will provide the changed information or designation to OHA on a OHA-approved form.

5. Recovery of Overpayments.

Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement “Misexpended Funds” or that remain unexpended on the earlier of termination or expiration of this Agreement must be returned to OHA. Recipient shall return all Misexpended Funds to OHA promptly after OHA’s written demand and no later than 15 days after OHA’s written demand. Recipient shall return all Unexpended Funds to OHA within 14 days after the earlier of termination or expiration of this Agreement. OHA, in its sole discretion, may recover Misexpended or Unexpended Funds by withholding from payments due to Recipient such amounts, over such periods of time, as are necessary to recover the amount of the overpayment. Prior to withholding, if Recipient objects to the withholding or the amount proposed to be withheld, Recipient shall notify OHA that it wishes to engage in dispute resolution in accordance with Section 14 of this Exhibit.

6. Ownership of Work Product. Reserved.

7. Contribution.

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 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.

With respect to a Third Party Claim for which the State is jointly liable with the Recipient (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 Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient 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 Recipient 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.

With respect to a Third Party Claim for which the Recipient is jointly liable with the State (or would be if joined in the Third Party Claim), the Recipient 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 Recipient 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 Recipient 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 Recipient’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.

This Section shall survive expiration or termination of this Agreement.

8. Indemnification by Subcontractors.

Recipient shall take all reasonable steps to require its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents (“Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys’ fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient’s contractor or any of the officers, agents, employees or subcontractors of the contractor (“Claims”). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims. This Section shall survive expiration or termination of this Agreement.

9. Default; Remedies; Termination.

a. Default by Recipient. Recipient shall be in default under this Agreement if:

- (1) Recipient fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein;
- (2) Any representation, warranty or statement made by Recipient herein or in any documents or reports relied upon by OHA to measure compliance with this Agreement, the expenditure of disbursements or the desired outcomes by Recipient is untrue in any material respect when made;
- (3) Recipient (1) 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, (2) admits in writing its inability, or is generally unable, to pay its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) is adjudicated a bankrupt or insolvent, (5) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (7) 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 (8) takes any action for the purpose of effecting any of the foregoing; or
- (4) A proceeding or case is commenced, without the application or consent of Recipient, in any court of competent jurisdiction, seeking (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Recipient, (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of Recipient or of all or any substantial part of its assets, or (3) similar relief in respect to Recipient 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 Recipient is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

b. OHA’s Remedies for Recipient’s Default. In the event Recipient is in default under Section 9.a., OHA 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:

- (1) termination of this Agreement under Section 9.c.(2);
- (2) withholding all or part of monies not yet disbursed by OHA to Recipient;

- (3) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief; or
- (4) exercise of its right of recovery of overpayments under Section 5. of this Exhibit B.

These remedies are cumulative to the extent the remedies are not inconsistent, and OHA may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If a court determines that Recipient was not in default under Section 9.a., then Recipient shall be entitled to the same remedies as if this Agreement was terminated pursuant to Section 9.c.(1).

c. Termination.

- (1) OHA's Right to Terminate at its Discretion. At its sole discretion, OHA may terminate this Agreement:
 - (a) For its convenience OHA and Subrecipient may terminate this Agreement upon 30 days' prior written notice to the other party;
 - (b) Immediately upon written notice if OHA fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to continue supporting the program; or
 - (c) Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that OHA's support of the program under this Agreement is prohibited or OHA is prohibited from paying for such support from the planned funding source.
 - (d) Immediately upon written notice to Recipient if there is a threat to the health, safety, or welfare of any person receiving funds or benefitting from services under this Agreement "OHA Client", including any Medicaid Eligible Individual, under its care.
- (2) OHA's Right to Terminate for Cause. In addition to any other rights and remedies OHA may have under this Agreement, OHA may terminate this Agreement immediately upon written notice to Recipient, or at such later date as OHA may establish in such notice if Recipient is in default under Section 9.a.
- (3) Mutual Termination. The Agreement may be terminated immediately upon mutual written consent of the parties or at such other time as the parties may agree in the written consent.
- (4) Return of Property. Upon termination of this Agreement for any reason whatsoever, Recipient shall immediately deliver to OHA all of OHA's property that is in the possession or under the control of Recipient at that time. This Section 9.c.(4) survives the expiration or termination of this Agreement.
- (5) Effect of Termination. Upon receiving a notice of termination of this Agreement or upon issuing a notice of termination to OHA, Recipient shall immediately cease all activities under this Agreement unless, in a notice issued by OHA, OHA expressly directs otherwise.

10. Insurance.

All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Recipient shall require subcontractors to maintain insurance as set forth in Exhibit C, which is attached hereto.

11. Records Maintenance, Access.

Recipient shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Recipient shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient, whether in paper, electronic or other form, that are pertinent to this Agreement, in such a manner as to clearly document Recipient's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Recipient acknowledges and agrees that OHA and the Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. Recipient shall retain and keep accessible all Records for the longest of:

- a. Six years following final payment and termination of this Agreement;
- b. The period as may be required by applicable law, including the records retention schedules set forth in OAR Chapter 166; or
- c. Until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement.

12. Information Privacy/Security/Access. RESERVED

13. Assignment of Agreement, Successors in Interest.

- a. Recipient shall not assign or transfer its interest in this Agreement without prior written consent of OHA. Any such assignment or transfer, if approved, is subject to such conditions and provisions required by OHA. No approval by OHA of any assignment or transfer of interest shall be deemed to create any obligation of OHA in addition to those set forth in this Agreement.
- b. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, and permitted assigns.

14. Resolution of Disputes.

The parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. This Section shall survive expiration or termination of this Agreement.

15. Subcontracts.

Recipient shall not enter into any subcontracts for any part of the program supported by this Agreement without OHA's prior written consent. In addition to any other provisions OHA may require, Recipient shall include in any permitted subcontract under this Agreement provisions to ensure that OHA will receive the benefit of subcontractor activity(ies) as if the subcontractor were the Recipient with respect to Sections 1, 2, 3, 6, 7, 8, 10, 11, 12, 13, 15, 16, and 17 of this Exhibit B. OHA's consent to any subcontract shall not relieve Recipient of any of its duties or obligations under this Agreement.

16. No Third Party Beneficiaries.

OHA and Recipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons 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. This Section shall survive expiration or termination of this Agreement.

17. 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. This Section shall survive expiration or termination of this Agreement.

18. 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, e-mail, or mailing the same, postage prepaid to Recipient or OHA at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this Section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by e-mail shall be deemed received and effective five days after the date of e-mailing. Any communication or notice delivered by facsimile shall be deemed received and 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. Notwithstanding the foregoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.

OHA: Office of Contracts & Procurement
635 Capitol Street NE, Suite 350
Salem, OR 97301
Telephone: 503-945-5818
Fax: 503-378-4324

This Section shall survive expiration or termination of this Agreement.

19. 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.

20. Amendments; Waiver; Consent.

OHA may amend this Agreement to the extent provided herein, the solicitation document, if any from which this Agreement arose, and to the extent permitted by applicable statutes and administrative rules. No amendment, waiver, or other consent under this Agreement shall bind either party unless it is in writing and signed by both parties and when required, the Department of Justice. Such amendment, waiver, or consent shall be effective only in the specific instance and for the specific purpose given. 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. This Section shall survive the expiration or termination of this Agreement.

21. Merger Clause.

This Agreement 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.

22. Limitation of Liabilities.

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

EXHIBIT D

Federal Terms and Conditions

General Applicability and Compliance. Unless exempt under 45 Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, Recipient shall comply and, as indicated, require all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to Recipient, or to the grant activities, or to any combination of the foregoing. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

1. Miscellaneous Federal Provisions.

Recipient shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of grant activities. Without limiting the generality of the foregoing, Recipient expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of OHA Client abuse. 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. No federal funds may be used to provide grant activities in violation of 42 U.S.C. 14402.

2. Equal Employment Opportunity.

If this Agreement, including amendments, is for more than \$10,000, then Recipient shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

3. Clean Air, Clean Water, EPA Regulations.

If this Agreement, including amendments, exceeds \$100,000 then Recipient shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. Recipient shall include and require all subcontractors to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this Section.

4. Energy Efficiency.

Recipient shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan

issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).

- 5. Truth in Lobbying.** By signing this Agreement, the Recipient certifies, to the best of the Recipient's knowledge and belief that:
- a.** No federal appropriated funds have been paid or will be paid, by or on behalf of Recipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
 - b.** If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - c.** The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
 - d.** This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - e.** No part of any federal funds paid to Recipient under this Agreement shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
 - f.** No part of any federal funds paid to Recipient under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
 - g.** The prohibitions in subsections (e) and (f) of this Section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
 - h.** No part of any federal funds paid to Recipient under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the

schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

6. Resource Conservation and Recovery.

Recipient shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.

7. Audits.

- a. Recipient shall comply, and require all subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
- b. If Recipient expends \$750,000 or more in federal funds (from all sources) in a federal fiscal year, Recipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to OHA within 30 days of completion. If Recipient expends less than \$750,000 in a federal fiscal year, Recipient is exempt from Federal audit requirements for that year. Records must be available as provided in Exhibit B, "Records Maintenance Access".

8. Debarment and Suspension.

Recipient shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension" (See 2 CFR Part 180). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

9. Pro-Children Act.

Recipient shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. 6081 et. seq.).

10. Medicaid Services. RESERVED

11. Agency-based Voter Registration.

If applicable, Recipient shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.

12. Disclosure. RESERVED

13. Federal Intellectual Property Rights Notice.

The federal funding agency, as the awarding agency of the funds used, at least in part, for the activities performed under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms "grant" and "award" refer to funding

issued by the federal funding agency to the State of Oregon. The Recipient agrees that it has been provided the following notice:

- a.** The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work, and to authorize others to do so, for Federal Government purposes with respect to:
 - (1) The copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and
 - (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
- b.** The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.”
- c.** The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or contract under a grant or subgrant.

- 14. Federal Whistleblower Protection.** Recipient shall comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Enhancement of contractor protection from reprisal for disclosure of certain information.

EXHIBIT E

INSURANCE REQUIREMENTS

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.

COMMERCIAL GENERAL LIABILITY:

☒ **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 \$1,000,000.00 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.00.

AUTOMOBILE LIABILITY INSURANCE:

☐ **Required** ☒ **Not required**

PROFESSIONAL LIABILITY:

☐ **Required** ☒ **Not required**

NETWORK SECURITY AND PRIVACY LIABILITY:

☐ Required ☒ Not required

POLLUTION LIABILITY:

☐ Required ☒ Not required

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.

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 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.

EXHIBIT F

Information Required by 2 CFR § 200.331(a)(1)*

Federal Award Identification:

1. Subrecipient name (which must match registered name in DUNS): **Wasco County**
2. Subrecipient's DUNS number: **084415959**
3. Federal Award Identification Number (FAIN): U3REP190573-01-06
4. Federal Award Date: 05/22/2020
5. Sub-award Period of Performance Start and End Date: From 06/01/2020 to 06/30/2021
6. Total Amount of Federal Funds Obligated by this Agreement: **\$35,815.00**
7. Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement**: **\$35,815.00**
8. Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: **\$35,815.00**
9. Federal award project description: Hospital Preparedness
10. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the pass-through entity:
 - (a) Name of Federal awarding agency: Department of Health and Human Services; Assistant Secretary for Preparedness and Response
 - (b) Name of pass-through entity: Oregon Health Authority (OHA)
 - (c) Contact information for awarding official of the pass-through entity: OHA
11. CFDA Number and Name: 93.889-National Bioterrorism Hospital Preparedness Program
Amount: \$4,380,676.00
12. Is Award Research and Development? ☐ Yes ☒ No
13. Indirect cost rate for the Federal award: 17.15%

*For the purposes of this Exhibit, the term "Subrecipient" refers to Recipient and the term "pass-through entity" refers to OHA.

**The Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity is the Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity during the current State fiscal year 2021.



MOTION

SUBJECT: Health Security Pass-Through Grant Agreement

I move to approve the OHA Grant Agreement #165270 targeted for COVID-19 to support the urgent preparedness and response needs of hospitals, health systems and health care workers on the front lines of this pandemic, to include Emergency Medical Service personnel.



AGENDA ITEM

Sherman County Building Codes Services IGA

[INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF BUILDING
CODES SERVICES](#)

[MOTION LANGUAGE](#)

2020 INTERGOVERNMENTAL AGREEMENT FOR
THE ADMINISTRATION AND ENFORCEMENT OF OREGON BUILDING,
SPECIALTY, ELECTRICAL AND PLUMBING CODES

This agreement (“***Agreement***”) is made by and between Sherman County, a political subdivision of the State of Oregon (“***Sherman County***”), and Wasco County, a political subdivision of the State of Oregon (“***Wasco County***”). The purpose of this Agreement is for Sherman County to contract with Wasco County for the administration and enforcement of the Oregon building, specialty, electrical and plumbing, mechanical and manufactured dwelling codes as further defined in paragraph 4 of this Agreement and set forth in the Oregon Revised Statutes and Administrative Rules (collectively, the “***Building Codes***”).

WHEREAS, Building Code Services is currently being provided for Sherman County by the State of Oregon Building Codes Division.

WHEREAS, the Parties, pursuant to Oregon Revised Statutes Chapter 190, have the authority to enter into cooperative intergovernmental agreements;

WHEREAS, Wasco County is authorized and willing to administer and enforce the Building Codes pursuant to ORS Chapter 455 on behalf of itself and Sherman County;

NOW, THEREFORE, Sherman County and Wasco County, in consideration of the mutual promises hereinafter set forth, do promise and agree as follows:

1. Parties

Parties to this intergovernmental agreement are Wasco County, an Oregon political subdivision with its principal offices located at 511 Washington Street, Suite 101, The Dalles, Oregon, and Sherman County, an Oregon political subdivision with its principal offices located at 500 Court St., Moro, Oregon.

2. Authority

The parties to this Agreement are authorized by law to enter into this Intergovernmental Agreement pursuant to Oregon Revised Statutes Chapter 190, which specifically allows intergovernmental cooperation between local governments.

3. Purpose

The purpose of this Agreement is to provide for the administration and enforcement of the Building Codes by Wasco County on behalf of Sherman County.

4. Services

Sherman County hereby delegates to and contracts with Wasco County for the provision of the administration and enforcement of all Building Codes including:

- a. The Oregon Building Code, as set forth in ORS Chapter 44 and OAR Chapter 918, Division 308.

- b. The Oregon Structural Specialty Code, as adopted by and together with OAR Chapter 918, Division 460.
- c. The Oregon Mechanical Specialty Code, as adopted by and together with OAR Chapter 918, Division 440.
- d. The Oregon Plumbing Specialty Code, as adopted by and together with OAR Chapter 918, Division 750 through Division 780.
- e. The Oregon Residential Specialty Code, as adopted by and together with OAR Chapter 918, Division 480.
- f. The Manufactured Dwelling Installation Rules, as adopted by and together with OAR Chapter 918, Division 500 through Division 515, including the Oregon Manufactured Dwelling Standard.
- g. The Oregon Electrical Specialty Code, as adopted by and together with OAR Chapter 918, Division 305.
- h. The sections, appendices, or provisions of the Oregon Fire Code, as specifically referenced from the State Building Code.
- i. The Oregon Recreation Parks and Organizational Camps rules, OAR Chapter 918, Division 650.

5. Reports/Records

During the term of this Agreement, Wasco County shall:

- a. Provide reports, documents, and files relating to Building Codes to Sherman County as may be requested and are available from time to time.
- b. Answer/respond to requests for public records made pursuant to Chapter 192 of the Oregon Revised Statutes in coordination with each Sherman County's request for Building Code records.
- c. Respond to requests for service or information by the County Judge.

6. Items Provided by Wasco County

Wasco County shall provide the following related to the performance of this Agreement:

- a. All necessary staff support for the administration and enforcement of Building Code services.
- b. A properly registered and insured vehicles for use while performing Building Code services.
- c. Regular reporting on permit activity and costs within each jurisdiction.
- d. Assistance in resolving codes enforcements actions.

7. Items provided by Sherman County

- a. Sherman County, at its sole expense, shall implement and maintain a Building Codes E-Permitting Service Terminal ("***Service Terminal***") with internet and scanning capability, and staff trained in its use, located within the service area of each Member County's jurisdiction for services as determined by Wasco County. Sherman County understands and acknowledges that the technology and services provided at any particular Service Terminal are subject to continuous review to determine the needs of the persons using the Service Terminal and how to best respond to them. Service Terminal staff shall be an employee or contractor of Sherman County and not Wasco County. Each Service Terminal shall be equipped with and allow Wasco County access by remote connection for technical support.
- b. Sherman County agrees to cooperate fully in assisting Wasco County by providing information on filing for building, specialty, plumbing, electrical, mechanical or manufactured dwelling code permits to contractors and citizens as requested. Sherman County and Wasco County shall agree upon a location where the permit applications may be obtained and filed.
- c. Sherman County shall, initially and from time to time as requested by Wasco County, share its GIS database with the State of Oregon Building Codes Division for updating any applicable Building Codes software.
- d. Sherman County shall take prompt codes enforcement action upon notification by the Building Official to the Sherman County Court.
- e. Sherman County shall update their fee schedule annually to correspond with not less than the fees set forth in the then current Wasco County Fee Schedule for Building Codes permit fees.

8. Payment to Wasco County for Services Rendered Through this Agreement

In consideration of the Building Codes services to be performed by Wasco County, Sherman County shall pay Wasco County for the Building Codes services in the following manner:

- a. Wasco County shall retain 100% of Building Code permit, service fees, and charges as assessed in the jurisdiction of Sherman County, including those fees collected after termination of this Agreement for any and all work performed up to the date of termination, shall be continuously appropriated to Wasco County for carrying out any of the duties, functions and powers of this Intergovernmental Agreement and operation of Building Codes Services without regard to the source of the moneys.
- b. Permit fees (Appendix B) will be charged and collected in accordance with not less than the fees set forth in the then current fee schedule adopted by Wasco County. Sherman County is responsible for initiating and completing in a timely manner the process to change Sherman County fees through the process defined in state code.

- c. On a monthly basis Wasco County will reconcile Sherman County Building Code fees collected with the cost of service as defined in Appendix A. For each finalized permit where the cost of service as defined in Appendix A exceeds the fee revenue, Sherman County will be billed for the difference. Payment is due within 60 days.

9. Term of Agreement

The term of this Agreement shall commence September 1, 2020, and shall continue through June 30, 2021 and shall automatically renew for successive one year terms.

10. Termination of Agreement

This Agreement may be terminated without cause by any party upon 120 days written notice to the other parties to this Agreement. All such notices shall be by certified mail or personally delivered to each Counties' Administrative Officer or Clerk.

11. Assignment

This Agreement shall not be assigned to any other party without the written consent of Wasco County

12. Insurance

Each party agrees to maintain insurance levels, or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.270. Pursuant to the hold harmless, indemnification, and release in paragraph 13, Sherman County agrees to reimburse Wasco County for additional costs incurred by Wasco County as a result of work performed pursuant to this Agreement or any insurance claims made related to or as a result of the work performed under this Agreement provided those costs cannot first be covered by any remaining reserves.

13. Hold Harmless, Indemnification, and Release

Subject to the limitations of the Oregon Tort Claims Act and Article IX, Section 10 of the Oregon Constitution, Wasco County shall not be liable to Sherman County or any third party for injuries, expenses, or damages resulting from work undertaken pursuant to this Agreement. Sherman County shall indemnify and save harmless Wasco County, it's officers and employees, from all suits, actions or claims or costs of any kind, including actual reasonable attorney's fees, brought because of any injuries or damages received or sustained by any person, or persons or property on account of or related to this Agreement or its Purpose; or because of any act, omission, neglect, intentional act or negligence of Wasco County or its employees, agents or officers; or because of any claims or amounts arising or recovered under the Worker's Compensation Act relating to employees of the Wasco County; or any other law, ordinance, order or decree relating to the work done pursuant to the Agreement.

14. Governing Law

This agreement and all questions arising in connection herewith shall be governed by the laws of the State of Oregon.

15. Remedies.

Any party may institute legal action to cure, correct or remedy any default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation of this Agreement. All legal actions shall be initiated in Wasco County Circuit Court. The parties, by signature of their authorized representatives below, consent to the personal jurisdiction of that court.

16. Severability

If any section, subsection, clause or phrase of this Agreement is determined by any court or arbitrator of competent jurisdiction, to be invalid or unenforceable for any reason, such determination shall not affect the validity of the remaining Agreement, which shall continue to be in effect.

17. Amendments

This Agreement may be amended by mutual written agreement of the Parties.

18. Entire Agreement

This Agreement contains the entire agreement between the Parties regarding this matter.

The parties have executed this Agreement on this ____ day of _____, 2020.

Wasco County
A Political Subdivision of the
State of Oregon

Sherman County
A Political Subdivision of the
State of Oregon

Scott C. Hege, Commission Chair

Joe Dabulskis, County Judge

Kathleen B. Schwartz, Vice-Chair

Tom McCoy, County Commissioner

Steven D. Kramer, County Commissioner

Joan Bird, County Commissioner

APPROVED AS TO FORM:

Kristen Campbell, County Counsel

Appendix A

The cost to process Sherman County building codes permits is determined by the full cost of the staff time, mileage and any specific direct expenses necessary.

The rate for staff time is the full recovery rate of the staff member. The rate is the full cost of the staff member plus rent, administration and office costs based on the annual hours of the position. This is then divided by the number of billable hours to determine the true recovery rate. The rate is determined during the budget process and set as of July 1st each fiscal year. The rate is specific to the individual performing the work, not the type of work performed. Different inspectors do work in multiple areas.

Mileage charged to a permit is measured from the prior permit to the subsequent permit location. This amount is then doubled to account for the round trip. The rate applied is the most recent IRS mileage rate.

In the event there are specific costs associated with a specific permit, these will be added to the cost of the permit.

Rates as of 7/1/2020

Permit Tech:	\$44.05
Building Official:	\$81.96
Inspector #1	\$72.43 (Primarily Structural/Mechanical)
Inspector #2	\$94.96 (Primarily Plumbing)
Inspector #3	\$89.52 (Primarily Electrical)

Appendix B – BCD Fee Schedule

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 when prescriptive, electrical feeder, and plumbing / cross over connections up to 30 lineal feet	\$192.00
B) Re-inspection (each)	\$78.00
State ManufactureDwelling fee	\$30.00

STRUCTUAL PERMIT

Square Footage Calculation

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 \$9.40 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00.
\$25,001.00 to \$50,000.00	\$276.20 for the first \$25,000.00 plus \$7.00 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00.
\$50,001.00 to \$100,000.00	\$451.20 for the first \$50,000.00 plus \$4.70 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00.
\$100,001.00 and up	\$686.20 for the first \$100,000.00 plus \$3.90 for each additional \$1,000.00 or fraction thereof.

<https://cdn-web.iccsafe.org/wp-content/uploads/BVD-0218.pdf>

Other inspections**Residential fire sprinkler 13R (standalone/closed system) – fee includes plan review (13D multipurpose/continuous loop req's Plumbing)**

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 above

Phased plan review – \$60.00 application fee plus 10% of the total project building permit fee not to exceed \$1500.00 for each phase – is in addition to standard structural plan review

Deferred plan review – 65% of the building permit fee calculated using the deferred portion valuation with a \$156.00 minimum – is in addition to standard structural plan review

Inspection outside of normal business hours (minimum charge – two hours) \$78.00 per hour

Reinspection fee \$78.00 per each

Inspections for which no fee is specifically indicated \$78.00 per hour

Plan review fees 65% of structural permit fee

Fire and life safety plan review fees 40% of structural permit fee

Additional plan review required by changes, additions, or revisions \$65.00 per hour – Res \$78.00 per hour – Com

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

1000 sq ft or less (Per Unit)	\$127.00
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 _____/2 x number of remaining units

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
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
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Heat pump/Mini split system

Per each	\$12.00
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Incinerators

Domestic – installation or relocation	\$12.00
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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 packages	\$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 & note Qty here</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
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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: \$ _____

\$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 or fraction thereof</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



MOTION

SUBJECT: Sherman County Building Codes Services Agreement

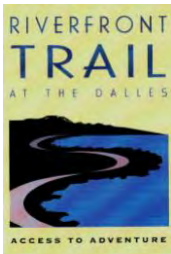
I move to approve the 2020 Intergovernmental Agreement for the Administration and Enforcement of the Oregon Building Specialty, Electrical and Plumbing Codes.



AGENDA ITEM

The Dalles Riverfront Trail 2020 Maintenance and Repair Project

[FUNDING REQUEST](#)



August 12, 2020

Scott Hege, Chair, Wasco County Commission
Kathy Schwartz, Vice-Chair, Wasco County Commission
Steve Kramer, Wasco County Commissioner
Courthouse, 511 Washington St., Ste. 101
The Dalles, OR 97058

**RE: FORMAL REQUEST FOR WASCO COUNTY TO APPROVE FUNDING
SUPPORT OF \$50,000 FOR THE 2020 RIVERFRONT TRAIL REPAIR AND
MAINTENANCE PROJECT**

REQUESTED FUNDING FOR THE 2020 RIVERFRONT TRAIL PROJECT

On behalf of the Board of The Dalles Riverfront Trail, Inc., I am respectfully requesting that the Wasco County Commission formally review and approve the City of The Dalles funding support request of \$50,000 to help complete work on the 2020 RIVERFRONT TRAIL REPAIR AND MAINTENANCE PROJECT.

2020 PROJECT FUNDING HISTORY

On September 11th, 2019, Julie Krueger, City Manager of The Dalles, and Scott Baker, Executive Director of the Northern Wasco County Parks and Recreation District, came before the Wasco County Commission to formally request a contribution of \$50,000 to a community-wide effort to fully repair, crack seal and seal coat The Dalles Riverfront Trail. The goal of this effort, begun in 2019, was to complete all needed trail repairs and seal coat the entire trail in order to extend the trail's life well into the future. The Commission was informed that the estimated cost for this project was \$312,000, and that The Dalles Riverfront Trail, Inc., had agreed to manage the project.

At the time of this request, The City of The Dalles had already agreed to provide \$100,000 to the project, the Port of The Dalles \$50,000, the Northern Wasco County PUD \$50,000, and The Dalles Riverfront Trail organization \$28,480.00 (Note: Our funds were the proceeds from our last 2 annual fundraisers for this project, with the contributions coming in from area trail users and supporters.) In addition, the Commission was informed that the The Dalles Riverfront Trail organization had submitted a grant application to Google for \$37,700 to assist with the project.

To date, \$228,480.00 of this \$312,000.00 has been raised (72%), with just the request to Wasco County (16%) and the grant application to Google (12%) yet to be approved. If the Wasco County Commission and Google approve the requests made to them the fundraising total for the overall project will be \$316,200.00, slightly more than the estimated overall project cost.

ACTUAL WORK ON THE PROJECT TO DATE

With almost three-quarters of the funding in place for this project, The Dalles Riverfront Trail, Inc., began contracting for the actual repair and maintenance work of the project this past spring and had hoped to receive full funding, and to complete the actual work on the project, by late fall of this year.

The Board has spent, or set aside, \$210,800.00 of the \$228,480.00 funds that have been raised to date. A portion of these funds have been spent for the crack repair and seal coating of the West 1/2 of the Trail, plus the necessary funds have been set aside for the crack repair and sealing work on the East 1/2 of the Trail. This work is being carried out by SEALKOTE PLUS, a local Wasco County business.

In addition, the Board's #1 priority repair project on the trail has just been completed by Crestline Construction, another local Wasco County business. Tenneson Engineering was retained by the Board as our Owners' Representative for this section of the project, which ran from the Discovery Center Trailhead to the old Pump House by the UPRR Railroad Underpass, (approximately 1/2 mile). Tenneson Engineering is also a local Wasco County business.

In addition to the actual dollars contributed to this project so far, Munsen Paving donated all aggregate and asphalt for the first two trail repairs, Tenneson Engineering is providing a discount of 50% on their billing for the project, and community volunteers have assisted with the providing of equipment, shoulder gravel placement, weeding of trail shoulders, and surface signage replacement where covered over by the new seal coat. The estimated value of these generous in-kind contributions exceeds \$5,000.00.

WORK YET TO COMPLETE

The next piece of repair that we plan to start (#2 priority repair), as soon as additional funds have been secured, includes 2 sections of trail on the West side of Chenoweth Creek near the new Columbia Veterinary Hospital. One of the repairs would deal with a trail settlement section, and the other would rebuild approximately 200 feet of trail where it has been raised and damaged by roots from the nearby poplar trees planted along Chenoweth Creek.

Our latest rough estimate of the cost of doing this repair work, after consulting with Darrin Eckman, of Tenneson Engineering, is in the \$65,000 - \$75,000 range. If Wasco County approves the City funding request of \$50,000, and it is added to the remaining balance of the funds raised for these projects (\$17,600), we would have \$67,700 available for this project. (Note: Tenneson Engineering and Crestline Construction have committed to providing us with an actual cost estimate/bid by Wednesday, August 19th, 2020, for this part of the overall project.)

We will not be able to move forward on this part of the project, however, without at least the additional funding requested from Wasco County.

Our final repair project (#3 priority repair) is a section of trail settlement adjacent to the new Google Taylor Lake facility. We do not yet have an actual cost estimate from Tenneson/Crestline for this repair work. However, if the cost of the previous project was in the \$65,000 range, and if we were also able to secure the requested grant funding from Google, we would have about \$35,000 available for this final repair.

OWNERSHIP OF, AND RESPONSIBILITY FOR, THE TRAIL

One concern about the trail project, that has been raised by Wasco County, is in regard to the matter of who actually owns, and is responsible for, the trail. In this section we attempt to address that concern.

Ownership and **responsibility** are two separate, but well covered, issues along the Trail.

Ownership: The Riverfront Trail exists over private lands, public lands, and rights-of-way. As separate Trail segments were constructed, easements were secured over both public and private property, while other segments were built within existing, dedicated rights-of-way of the City, County, ODOT, and the Union Pacific Railroad. The easements obtained are in perpetuity and belong to either the City, County or the Parks and Recreation District. In addition, the Trail over some private land areas is allowed through platting as a result of subdivision or site plan approvals and is a requirement of those land use approvals.

The Dalles Riverfront Trail, Inc., as a non-profit organization, does not actually hold any of these easements, as almost all non-profits will eventually cease to exist.

Responsibility: Day-to-day Trail maintenance has been provided by the Northern Wasco County Parks and Recreation District for many years. Their maintenance and trail oversight work is insured under their Special Districts Insurance Services policy.

Each year the City of The Dalles provides the District with \$4,000.00 to help with maintenance of the Trail from the Marina to Union Street as part of its responsibility under the ODOT grant that was secured to build that portion of the Trail.

Over the past 12 years, the non-profit The Dalles Riverfront Trail Board has been doing fundraising specifically for the more costly Trail maintenance work that falls outside the level of work done by the District. The Board has raised over \$156,000 during that time for Trail repair and maintenance work through the generous contributions of people in the community. In addition, volunteers have contributed much towards the maintenance of the Trail.

ECONOMIC DEVELOPMENT SIGNIFICANCE OF THE TRAIL

Another concern that we believe the Wasco County Commission might have about providing a portion of the funding for this trail repair and maintenance project, is in regards to the economic development significance of the Trail.

Our Board believes that The Riverfront Trail provides five (5) areas of positive economic development impact:

- 1) The ODOT project, **Bike the Gorge**, is a multi-year project of Oregon's Department of Transportation, which is in the process of building a bike and hiking trail that stretches 73 miles from Troutdale to The Dalles. Work on that trail has been underway for several years. Survey work occurred last fall, along Crate's Point toward Mosier, to locate the trail westward from The Dalles. This trail will tie into the Riverfront Trail near the Discovery Center, allowing Gorge trail users to continue on into the Downtown area and beyond. This provides users direct access to restaurants, motels, and other visitor attractions within Wasco County and the City of The Dalles.
- 2) Wasco County and The Dalles have earned a reputation as an **excellent biking region** drawing bikers from all over the Northwest. Wasco County and The Dalles have good roads, an absence of traffic in many areas, great scenery, and sunny, dry weather for much of the year. The Riverfront Trail is an integral part of this biking experience.
- 3) The Riverfront Trail is an important amenity that has been a **selling point** for attracting new businesses and industry to Wasco County and The Dalles. It is used both for recreation and as an alternate transportation route.
- 4) Many local organizations, including schools and the Northern Wasco County Parks and Recreation District, have used the Trail for **fundraising and community events, such as the Aluminum Man Triathlon which** involves local people and brings in visitors from around the region.
- 5) Riverfront Trail construction, and now costly repair and maintenance work, has **supported local businesses** throughout the many years that trail construction, repair and maintenance has occurred. Total expenditures exceed \$5,000,000 to date for these activities.

Most sincerely,

Daniel C. Durow, Board President
The Dalles Riverfront Trail, Inc.

cc: Tyler Stone, Administrative Officer, Wasco County
Kathy Clark, Executive Assistant, Wasco County Board of Commissioners