



## BOARD OF COMMISSIONERS

### BOARD OF COUNTY COMMISSIONERS MEETING

10:00 AM, MONDAY, DECEMBER 20, 2021

Barnes Sawyer Rooms - Deschutes Services Bldg - 1300 NW Wall St – Bend

(541) 388-6570 | [www.deschutes.org](http://www.deschutes.org)

## AGENDA

### MEETING FORMAT

In response to the COVID-19 public health emergency, Oregon Governor Kate Brown issued Executive Order 20-16 (later enacted as part of HB 4212) directing government entities to utilize virtual meetings whenever possible and to take necessary measures to facilitate public participation in these virtual meetings. Since May 4, 2020, meetings and hearings of the Deschutes County Board of Commissioners have been conducted primarily in a virtual format. Effective June 30, 2021, COVID-based restrictions have been discontinued.

**Attendance/Participation** options include: A) In Person Attendance and B) Live Stream Video: Members of the public may still view the BOCC meetings/hearings in real time via the Public Meeting Portal at [www.deschutes.org/meetings](http://www.deschutes.org/meetings).

**Citizen Input:** Citizen Input is invited in order to provide the public with an opportunity to comment on any meeting topic that is not on the current agenda. Citizen Input is provided by submitting an email to: [citizeninput@deschutes.org](mailto:citizeninput@deschutes.org) or by leaving a voice message at 541-385-1734. Citizen input received by 12:00 noon on Tuesday will be included in the Citizen Input meeting record for topics not on the Wednesday agenda.

**Zoom Meeting Information:** Staff and citizens that are presenting agenda items to the Board for consideration or who are planning to testify in a scheduled public hearing may participate via Zoom meeting. The Zoom meeting id and password will be included in either the public hearing materials or through a meeting invite once your agenda item has been included on the agenda. Upon entering the Zoom meeting, you will automatically be placed on hold and in the waiting room. Once you are ready to present your agenda item, you will be unmuted and placed in the spotlight for your presentation. If you are providing testimony during a hearing, you will be placed in the waiting room until the time of testimony, staff will announce your name and unmute your connection to be invited for testimony. Detailed instructions will be included in the public hearing materials and will be announced at the outset of the public hearing.

**For Public Hearings,** the link to the Zoom meeting will be posted in the Public Hearing Notice as well as posted on the Deschutes County website at <https://www.deschutes.org/bcc/page/public-hearing-notices>.

## CALL TO ORDER

### CITIZEN INPUT: *For items not on this Agenda*

**Note:** In addition to the option of providing in-person comments at the meeting, citizen input comments may be emailed to [citizeninput@deschutes.org](mailto:citizeninput@deschutes.org) or you may leave a brief voicemail at 541-385-1734. To be timely, citizen input must be received by 12:00 noon on Tuesday.

## PLEDGE OF ALLEGIANCE

### CONSENT AGENDA:

1. Consideration of Board Signature of Document No. 2021-064, Authorizing the Deschutes County Property Manager to Execute the Lease and Associated Documents with Premises Health, LLC to Lease Space Located at 1340 NW Wall Street, Bend, OR 97703.
2. Consideration of Board Signature on Letter Reappointing Charlie Jones to the Beaver Special Road District
3. Consideration of Board Signature on Letter Appointing Lauren James to the Vandervert Acres Special Road District
4. Consideration of Board Signature of Letter Reappointing Rick Bestwick to the Fall River Estates Special Road District
5. Consideration of Board Signature on Letter Reappointing Colleen Horton for Service on the Sun Mountain Ranches Special Road District
6. Consideration of Board Signature of Letter Reappointing Larry La Rue to the Forest View Special Road District
7. Consideration of Board Signature of Letter Reappointing Dale Grinols to the Ponderosa Pines East Special Road District
8. Consideration of Board Signature of Letter Reappointing Chris McLeod to the River Forest Acres Special Road District
9. Consideration of Board Signature to letters to Jeff Mayernick, John Brooks, and Catherine Banning of the Cascades View Estates Special Road District
10. Approval of Minutes of the December 1 2021 BOCC Meeting
11. Approval of Minutes of the December 6 2021 BOCC Meeting
12. Approval of Minutes of the December 8 2021 BOCC Meeting

## INFORMATIONAL/PRESENTATION

- [13.](#) **10:15 AM** Wolf Depredation Compensation and Financial Assistance Program
- [14.](#) **10:30 AM** Public Contracting Overview
- [15.](#) **10:45 AM** Treasury and Finance Report for November 2021

## ACTION ITEMS

- [16.](#) **11:00 AM** Mt. Bachelor Biomass Project Update
- [17.](#) **11:20 AM** Consideration of Acceptance of Buttes to Basins fuel reduction grant
- [18.](#) **11:25 AM** Annual Certification of Title III expenses
- [19.](#) **11:30 AM** Annual Report for the Community Response Plan for the Bend Smoke Sensitive Receptor Area
- [20.](#) **11:35 AM** Matching funds request for fuels reduction on Deschutes County land utilizing the FEMA HMGP grant
- [21.](#) **11:45 AM** Consideration of Grant Request, Senate Bill 762 Landscape Resiliency Program
- [22.](#) **12:00 PM** Consideration of an Increase in FTE in the Sheriff's Office, and Consideration of Board Signature of Resolution No. 2021-084

## LUNCH RECESS

- [23.](#) **1:00 PM** Consideration of Board approval and Chair signature of Document No. 2021-1014, Amendment to Oregon Health Authority agreement #166040-7
- [24.](#) **1:05 PM** Rural Economic Development Opportunities Panel Discussions / Recommendations
- [25.](#) **1:30 PM** Deschutes County Justice Reinvestment Grant Agreement and Grant Funded FTE
- [26.](#) **1:40 PM** Discussion of Board Approval of FTE for Deschutes County Public Health's Clinical Services Nurse Practitioner
- [27.](#) **1:50 PM** Consideration of Board Approval to Accept Birth Certificate Grant Program Funds

28. **2:00 PM** Consideration Whether to Hear an Appeal: Board Order 2021-065; decision whether to hear an appeal of the Hearings Officer's approval of an application to establish a personal use airstrip.

29. **2:20 PM** Appointments of Chair and Vice Chair for 2022

### **OTHER ITEMS**

*These can be any items not included on the agenda that the Commissioners wish to discuss as part of the meeting, pursuant to ORS 192.640.*

### **EXECUTIVE SESSION**

*At any time during the meeting, an executive session could be called to address issues relating to ORS 192.660(2)(e), real property negotiations; ORS 192.660(2)(h), litigation; ORS 192.660(2)(d), labor negotiations; ORS 192.660(2)(b), personnel issues; or other executive session categories.*

*Executive sessions are closed to the public; however, with few exceptions and under specific guidelines, are open to the media.*

30. Executive Sessions under ORS 192.660 (2) (h) Litigation and ORS 192.660 (2) (a)  
Consideration of Employment

### **ADJOURN**



Deschutes County encourages persons with disabilities to participate in all programs and activities. This event/location is accessible to people with disabilities. If you need accommodations to make participation possible, please call (541) 617-4747.

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## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** Monday, December 20, 2021

**SUBJECT:** Consideration of Board Signature of Document No. 2021-064, Authorizing the Deschutes County Property Manager to Execute the Lease and Associated Documents with Premises Health, LLC to Lease Space Located at 1340 NW Wall Street, Bend, OR 97703.

**RECOMMENDED MOTION:**

Move approval of Order Number 2021-064, authorizing the Deschutes County Property Manager to execute the lease and associated documents with Premise Health, LLC.

**BACKGROUND AND POLICY IMPLICATIONS:**

Deschutes County owns an 18,267 square foot building located at 1340 NW Wall Street, Bend, OR 97703. Deschutes County Health Services Public Health and Behavioral Health currently occupy the building, as well as the Deschutes County pharmacy (DOC Pharmacy) and Deschutes onsite clinic (DOC).

The services contract that provides for the operation of the DOC Pharmacy (1,146 square feet) and the DOC (1,800 square feet) are scheduled to expire December 31, 2021. Deschutes County Human Resources (HR) recently completed a Request for Proposal (RFP) process to procure a service provider for both services and the contract was awarded to Premise Health, LLC (Premise). Historically, the space to operate these services has been provided for zero consideration, and the recent RFP also included providing space at no cost.

Two leases are in the process of being reviewed/finalized and will be contingent upon the execution of two service contracts that are being administrated by HR. The two leases will be effective January 1, 2022 through December 31, 2023 with three (3) one (1) year extensions, which will coincide with the services contracts.

**BUDGET IMPACTS:**

None.

**ATTENDANCE:**

Kristie Bollinger, Property Manager

REVIEWED  

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LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Order Designating Kristie Bollinger, the Deschutes County Property Manager, as the Deschutes County Representative for the Purpose of Signing Documentation for the Lease of Space at Deschutes County Owned Property Located at 1340 NW Wall Street, Bend, Oregon 97703

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ORDER NO. 2021-064

WHEREAS, the Board of County Commissioners of Deschutes County has authorized the lease of 1,146 square foot of space and 1,800 square foot of space located at 1340 NW Wall Street, Bend, Oregon 97703 (Wall Street Services Building) to Premise Health, LLC; and

WHEREAS, Deschutes County is executing two (2) services contract with Premise Health, LLC to operate the Deschutes County pharmacy (DOC Pharmacy) and Deschutes onsite clinic (DOC) for the exclusive use to Deschutes County staff and their qualifying dependents; and

WHEREAS, the initial term of the services contracts will be for two (2) years effective January 1, 2022 and will include three (3) one (1) year contract extensions; and

WHEREAS, the Request for Proposal process to procure services included the County providing space for zero consideration to the awarded respondent; and

WHEREAS, the DOC Pharmacy will operate from the 1,146 square foot space and the DOC will operate from the 1,800 square foot space; and

WHEREAS, the lease terms will coincide with the terms for the services contracts; now, THEREFORE,

THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON, HEREBY ORDERS as follows:

Section 1. Kristie Bollinger, the Deschutes County Property Manager, is designated as the Deschutes County representative for the purpose of signing two leases and any associated documents to lease space located at 1340 NW Wall Street, Bend, Oregon 97703 to Premise Health, LLC.

**SIGNATURES ON FOLLOWING PAGE**

Dated this \_\_\_\_\_ of \_\_\_\_\_, 2021

BOARD OF COUNTY COMMISSIONERS  
OF DESCHUTES COUNTY, OREGON

\_\_\_\_\_  
ANTHONY DEBONE, Chair

\_\_\_\_\_  
PHIL CHANG, Vice Chair

ATTEST:

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
PATTI ADAIR, Commissioner



## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** December 20, 2021

**SUBJECT:** Wolf Depredation Compensation and Financial Assistance Program

**BACKGROUND AND POLICY IMPLICATIONS:**

In October, Oregon Dept. of Fish & Wildlife (ODFW) staff inquired about the County's potential interest in creating a Wolf Depredation Compensation Committee.

According to ODFW staff, there are currently no known wolf packs or areas of consistent wolf activity within Deschutes County, but the occurrence of confirmed sightings of transient and dispersing wolves has increased in recent years, as it has throughout most of Eastern Oregon.

Asst. Wolf Biologist Jamie Bowles, ODFW, will attend the Board meeting on Monday, December 20, to answer questions about wolf activity in Oregon, and if needed, to answer questions about the department's Wolf Conservation and Management Plan.

**Wolf Depredation Compensation and Financial Assistance program**

In 2011, the State Legislature created the Wolf Depredation Compensation and Financial Assistance program, which is administered by the Oregon Department of Agriculture (ODA).

Through this program, ODA provides pass-through grants to counties to establish and implement county wolf depredation compensation programs. Through the program:

- Compensation can be paid to residents who have livestock or working dogs that are killed or injured due to wolf depredation.
- Financial assistance can be provided to residents to assist them in implementing livestock management and/or nonlethal wolf deterrent techniques designed to discourage wolf depredation of livestock.
- Compensation can be paid to residents for livestock or working dogs that are missing due to wolf depredation.

- Compensation can be paid to counties to cover allowable expenses incurred while implementing a wolf depredation compensation program in their county.

ODA's Wolf Depredation Compensation and Financial Assistance Grant Program complements and supports Oregon Department of Fish and Wildlife's Wolf Conservation and Management Plan by working to proactively minimize wolf-livestock conflict and assist livestock producers experiencing wolf-related livestock losses.

ODFW staff have suggested that creating a compensation committee can be a proactive measure to make addressing potential future conflicts easier and more effective. If a committee was established, it would likely have an initial focus on preventative measures.

### **Wolf Depredation Compensation and Financial Assistance program awards**

According to a recent article in *The Eastern Oregonian*, in 2020, ODA awarded \$130,164 to 12 counties, covering 37% of all grant requests. In 2019, counties were awarded \$251,529, or 58% of all grant requests. (Background information on historical grant funding for the State's grant program is also included in the Board's packet).

Both Crook and Jefferson counties appear to have previously applied for grant funding through the program in the past:

- Crook County's last grant award was in 2016
- Jefferson County's last award was in 2015

### **Timing and Committee Requirements**

The State's grant application deadline for grant funding is February 15, 2022, but applications are accepted after this deadline. The State requires that a committee be established before a grant application is submitted. The State requires that County advisory committees include:

- (i) One county commissioner;
- (ii) Two members who own or manage livestock; and
- (iii) Two members who support wolf conservation or coexistence with wolves.
- (iv) Two county business representatives

### **Additional Requirements**

The state requires that participating counties contribute an amount of money equal to 10% of the allowable expenditures necessary to implement the county program during the calendar year. Allowable expenditures are:

- (a) Establishing a county advisory committee.

- (b) Establishing a procedure by which persons applying for compensation will provide sufficient evidence of actual livestock and/or working dog losses attributed to wolf depredation.
- (c) Establishing a procedure by which persons applying for financial assistance for the cost of livestock management or nonlethal deterrence provides an estimate of the potential cost.
- (d) Establishing compensation rates for livestock or working dog losses from death, injury or missing all of which are attributed to wolf depredation.
- (e) Distributing grant program funds.
- (f) Preparation of an annual report to ODA.

**Options for Board Consideration**

- 1. Consider creating a committee at a later date.
- 2. Begin work to establish a committee so the framework is in place if a need arises. Plan to submit a grant application in the future.
- 3. Begin work to establish a committee with a plan to submit a grant application in 2022.

Staff seeks Board direction on the creation of a Wolf Depredation Compensation Committee.

**BUDGET IMPACTS:**

*Grant funds were not included in the FY 2022 budget.*

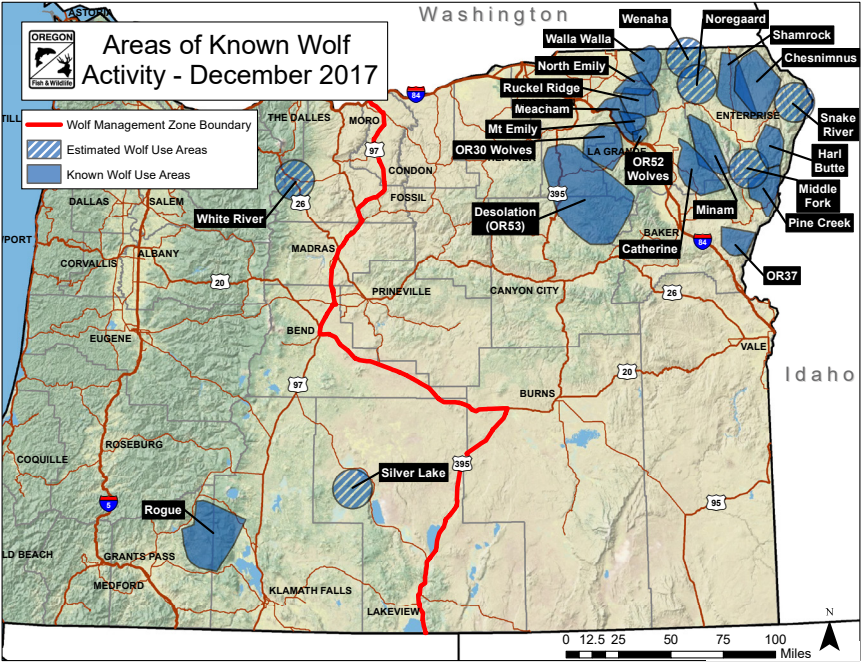
**ATTENDANCE:**

*Jamie Bowles, Asst. Wolf Biologist, ODFW  
Whitney Hale, Deputy County Administrator*

# Wolf Depredation Compensation & Financial Assistance

The ranching and farming industries are vital components of the Oregon economy. With the return of gray wolves to Oregon, conflicts with livestock and working dogs have occurred. As in other western states with wolf populations, some livestock producers will be affected financially due to direct losses of livestock from wolf depredations.

On June 24, 2011, the Oregon Legislature passed House Bill (HB) 3560, which directed the Oregon Department of Agriculture (ODA) to establish and implement a Wolf Depredation Compensation and Financial Assistance Grant Program. Through this program, ODA provides pass-through grants to counties to establish and implement county wolf depredation compensation programs of their own, under which the following apply.



Map courtesy of the Oregon Department of Fish and Wildlife. <http://www.dfw.state.or.us/wolves>

- » Compensation can be paid to persons for livestock or working dogs killed or injured due to wolf depredation.
- » Financial assistance can be provided to persons who implement livestock management and/or nonlethal wolf deterrent techniques designed to discourage wolf depredation of livestock.
- » Compensation can be paid to persons for livestock or working dogs that are missing due to wolf depredation.
- » Compensation can be paid to counties to cover allowable expenses incurred while implementing a wolf depredation compensation program in their county.

ODA's Wolf Depredation Compensation and Financial Assistance Grant Program complements and supports Oregon Department of Fish and Wildlife's Wolf Conservation and Management Plan in the area of developing and maintaining a cooperative livestock producer assistance program that proactively minimizes wolf-livestock conflict and assists livestock producers experiencing wolf-related livestock losses.







**Wolf Depredation Compensation and Financial Assistance  
County Block Grant Program History | 2012-2019**

**2012 Grant Requests**

County	Death/Injury	Missing	Prevent	Co. Admin.	Total
Wallowa	\$13,230	0	\$25,000	\$500	\$38,730
Union	\$18,000	\$3,000	\$9,000	0	\$30,000
Baker	0	0	\$7,500	0	\$7,500
Umatilla	\$15,000	\$4,500	\$10,000	\$500	\$30,000
Grant	\$8,000	\$5,000	\$6,500	\$500	\$20,000
Crook	\$1,000	\$250	\$1,000	\$270	\$2,520
Jefferson	\$10,000	\$3,500	\$5,786	\$5,000	\$24,286
Malheur	0	0	\$3,000	\$900	\$3,900
<b>Totals</b>	<b>\$65,230</b>	<b>\$16,250</b>	<b>\$67,786</b>	<b>\$7,670</b>	<b>\$156,936</b>

**2012 Grant Awards**

County	Death/Injury	Missing	Prevention	Co. Ad	Td
Wallowa	\$13,230	\$0	\$25,000	\$495	\$38,725
Union	\$0	\$0	\$9,000		\$9,000
Baker	\$0	\$0	\$7,500	\$495	\$7,995
Umatilla	\$0	\$0	\$15,000	\$495	\$15,495
Grant	\$0	\$0	\$3,000	\$495	\$3,495
Crook	\$0	\$0	\$1,000	\$270	\$1,270
Jefferson	\$0	\$0	\$3,000	\$495	\$3,495
Malheur	\$0	\$0	\$3,000	\$495	\$3,495
<b>Totals</b>	<b>\$13,230</b>	<b>\$0</b>	<b>\$66,500</b>	<b>\$3,240</b>	<b>\$82,970</b>

**2013 Grant Requests**

County	Death/Inj.	Missing	Preventive	Co. Admin.	Totals
Wallowa	\$5,396	\$7,056	\$6,000	\$350	\$18,802
Union	0	0	\$2,500	0	\$2,500
Baker	\$1,400	0	0	\$500	\$1,900
Umatilla	\$600	\$3,375(75%)	\$30,000	\$675	\$34,650
Crook	0	0	\$1,200	0	\$1,200
Jefferson	\$750	\$750	\$2,000	0	\$3,500
Malheur	0	0	\$5,000	\$2,250	\$7,250
Klamath	\$4,000	0	\$1,200	0	\$5,200
Morrow	\$6,000	\$2,000	\$10,000	\$1,000	\$19,000
Wheeler	0	0	\$500	\$770	\$1,270
<b>Totals</b>	<b>\$18,146</b>	<b>\$13,181</b>	<b>\$58,400</b>	<b>\$5,545</b>	<b>\$95,272</b>

**2013 Grant Awards**

County	Death/Inj.	Missing	Preventive	Co. Admin.	Totals
Wallowa	\$5,396	\$5,292(75%)	\$18,532	\$350	\$29,570
Union	0	0	\$1,575	0	\$1,575
Baker	\$1,400	0	0	\$495	\$1,895
Umatilla	\$600	\$3,375(75%)	\$17,075	\$495	\$21,545
Crook	0	0	\$3,000	0	\$3,000
Jefferson	0	0	0	0	\$0
Malheur	0	0	\$2,990	\$495	\$3,485
Klamath	0	0	0	0	\$0
Morrow	0	0	\$760	\$495	\$1,255
Wheeler	0	0	0	\$495	\$495
<b>Totals</b>	<b>\$7,396</b>	<b>\$8,667</b>	<b>\$43,932</b>	<b>\$2,825</b>	<b>\$62,820</b>

**2014 Grant Request**

County	Death/Inj	Missing	Prevention	Co. Admin	Totals
Wallowa	\$7,482	\$13,596	\$43,500	\$675	\$65,253
Umatilla	\$1,000	\$3,000	\$35,000	\$675	\$39,675
Morrow	\$6,000	\$1,000	\$12,000	\$2,500	\$21,500
Malheur				\$450	\$450
Union			\$10,000		\$10,000
Crook			\$3,000		\$3,000
Baker		\$17,282	\$14,000	\$495	\$31,777
Wheeler			\$2,500		\$2500
<b>Totals</b>	<b>\$14,482</b>	<b>\$34,878</b>	<b>\$120,000</b>	<b>\$4,795</b>	<b>\$174,155</b>

**2014 Grant Awards**

County	Death/Inj	Missing	Prevention	Co. Admin	Totals
Wallowa	\$7,482	\$13,596	\$43,500	\$675	\$65,253
Umatilla	\$1,000	\$3,000	\$35,000	\$675	\$39,675
Morrow			\$3,000	\$675	\$3,675
Malheur				\$450	\$450
Union			\$5,000		\$5,000
Crook			\$3,000		\$3,000
Baker		\$17,282	\$14,000	\$495	\$31,777
Wheeler			\$2,000		\$2,000
<b>Totals</b>	<b>\$8,482</b>	<b>\$33,878</b>	<b>\$105,500</b>	<b>\$2,970</b>	<b>\$150,830</b>

**2015 Grant Requests**

County	Death/Inj.	Missing	Prevent.	Co. Admin	Total
Wallowa	\$3,930	\$33,200	\$40,000	\$675	\$77,805
Umatilla	\$1,800	\$975	\$75,000	\$675	\$78,450
Baker	\$1,470	\$39,801	\$18,000.00	\$495	\$59,766
Union	0	0	\$10,000	0	\$10,000
Malheur	0	0	0	\$450	\$450
Morrow	0	0	\$19,000	\$2,500	\$21,500
Crook	0	0	\$650	0	\$650
Jefferson	0	0	\$4,100	\$685	\$4,785
Wheeler	0	0	\$2,500	0	\$2,500
*Klamath	0	0	\$6,000		\$6,000
<b>Totals</b>	<b>\$7,200</b>	<b>\$73,976</b>	<b>\$175,250</b>	<b>\$5,480</b>	<b>\$261,906</b>

\*Note: Klamath asked for an emergency prevention grant later in the year due to wolf depredation in the area.

**2015 Grant Awards**

County	Death/Inj	Missing	Prevent.	Co. Admin	Total
Wallowa	\$3,930	\$16,600	\$36,922	\$675	\$58,127
Umatilla	\$4,731	\$975	\$50,467	\$675	\$56,848
Baker	\$1,470	\$19,900	\$5,400	\$495	\$27,265
Union	0	0	\$8,000	0	\$8,000
Malheur	0	0	0	\$450	\$450
Morrow	0	0	\$5,700	\$675	\$6,375
Crook	0	0	\$650	0	\$650
Jefferson	0	0	\$1,230	\$675	\$1,905
Wheeler	0	0	\$750	0	\$750
Klamath	0	0	\$6,000	0	\$6,000
<b>Totals</b>	<b>\$10,131</b>	<b>\$37,475</b>	<b>\$115,119</b>	<b>\$3,645</b>	<b>\$166,370</b>

**2016 Grant Requests**

County	Death/Inj.	Missing	Prevent	Admin	Total
Wallowa	\$3,887	\$7,000	\$30,000	\$900	\$41,787
Umatilla	\$2,931	\$33,562.50	\$75,000	\$675	\$112,168.50
Baker	0	\$15,724	\$15,000	\$495	\$31,219
Malheur	0	0	0	\$495	\$495
Morrow	0	0	\$19,000	\$2,500	\$21,500
Crook	0	0	\$7,972		\$7,972
Wheeler	0	0	\$1,000	\$500	\$1,500
Klamath	\$3,796.75	0	\$14,203.25	0	\$18,000
Wasco	0	0	\$2,000	\$750	\$2,750
Lake	0	0	\$16,000	0	\$16,000
Sherman	0	0	\$1,000	\$500	\$1,500
Jackson	0	0	0	\$495	\$495
Union	0	0	\$5,000	0	\$5,000
<b>Totals</b>	<b>\$10,614.75</b>	<b>\$56,286.50</b>	<b>\$186,175.25</b>	<b>\$7,310</b>	<b>\$260,386.50</b>

**2016 Grant Awards**

County	Death/Inj.	Missing (75%)	Prevent	Admin	Total
Wallowa	*\$3,887	\$5,250.00	\$18,340.04	\$750	\$28,227.04
Umatilla	*\$2,931	\$25,172.00	\$24,000	\$675	\$52,778
Baker	0	\$11,793.00	\$11,518	\$495	\$23,806
Malheur	0	0	0	\$495	\$495
Morrow	0	0	\$3,000	\$675	\$3,675
Crook	0	0	\$2,000		\$2,000
Wheeler	0	0	\$750	\$500	\$1,250
Klamath	\$3,796	0	\$5,000	0	\$8,796
Wasco	0	0	\$1,000	\$750	\$1,750
Lake	0	0	\$3,000	0	\$3,000
Sherman	0	0	\$750	\$500	\$1,250
Jackson	0	0	0	\$495	\$495
Union	0	0	\$5,000	0	\$5,000
<b>Totals</b>	<b>\$10,614</b>	<b>\$42,215.00</b>	<b>\$74,358.04</b>	<b>\$5,335</b>	<b>\$132,522.04</b>

\*Note: Payments made a few months early in order to use some remaining federal funds before they expired.

**2017 Grant Requests**

County	Death/Inj	Missing	Prevent.	Co. Admin	Total
Baker	0	*\$21,500	\$6,598.50	\$495	\$28,593.50
Jackson	\$266.60	0	\$4,775	\$822	\$5,863.60
Klamath	\$4,069.95	0	\$10,000	0	\$14,069.95
Lake	\$600	0	\$16,000	0	\$16,600
Malheur	0	0	0	\$450	\$450
Morrow	0	0	\$19,000	\$2,500	\$21,500
Umatilla	\$900	\$14,950	\$75,000	\$675	\$91,525
Union	0	0	\$5,000	0	\$5,000
Wallowa	\$9,390	\$10,140	\$30,000	\$450	\$49,980
Wheeler	0	0	\$1,000	\$500	\$1,500
<b>Totals</b>	<b>\$15,226.55</b>	<b>\$46,590</b>	<b>\$167,373.50</b>	<b>\$5,892</b>	<b>\$235,082.05</b>

\*Note: Baker submitted amended missing claim from \$54,787 to \$21,500.

**2017 Grant Awards**

County	Death/Inj	Missing (75%)	Prevent.	Co. Admin	Total
Baker	0	\$16,125	\$6,599.00	\$495	\$23,219
Jackson	\$267	0	\$10,916	\$675	\$11,858
Klamath	\$4,070	0	\$10,000	0	\$14,070
Lake	\$600	0	\$10,000	0	\$10,600
Malheur	0	0	0	\$450	\$450
Morrow	0	0	\$12,000	\$675	\$12,675
Umatilla	\$900	\$11,212	\$83,771	\$675	\$96,558
Union	0	0	\$5,000	0	\$5,000
Wallowa	\$9,390	\$7605	\$59,195	\$450	\$76,640
Wheeler	0	0	\$1,000	\$500	\$1,500
<b>Totals</b>	<b>\$15,227</b>	<b>\$34,942</b>	<b>\$198,481</b>	<b>\$3,920</b>	<b>\$252,570</b>

Note: These totals include a 2017 supplemental prevention grant that was made in October of 2017 as a result of two federal prevention grants that were going to expire during the spring of 2018, (F16AP00084 - \$1,500 and F17AP00114 - \$32,764.65) combined with a need of additional prevention funds from 4 counties experiencing an increase in wolf activity and depredation (Jackson, Morrow, Umatilla and Wallowa Counties.)

**2018 Grant Requests**

County	Death/Inj	Missing	Prevent.	Co. Admin	Total
Baker	0	\$1,500	\$12,000	\$495	\$13,995
Jackson	\$3,000	0	\$52,500	0	\$55,500
Klamath	0	0	\$5,000	0	\$5,000
Lake	0	0	\$8,500	0	\$8,500
Malheur	0	0	\$9,090	\$450	\$9,540
Morrow	0	0	\$22,500	\$2,500	\$25,000
Umatilla	\$4,220.97	\$21,132.	\$85,000	\$675	\$111,028.36
Union	\$1,000	\$3,650,	\$25,000	0	\$29,650
Wallowa	\$5,550	\$15,810,	\$46,000	\$650	\$68,010
Wheeler	DNA				0
Wasco	0	0	\$6,000	0	\$6,000
<b>Totals</b>	<b>\$13,770.97</b>	<b>\$42,092.39</b>	<b>\$271,590</b>	<b>\$4,770</b>	<b>\$332,223.36</b>

**2018 Wolf Grant Awards**

County	Death/Inj	Missing (Reduced 50%)	Prevent Granted	Co. Admin	Total
Baker	0	\$750	\$12,000	\$495	\$13,245
Jackson	\$3,000	0	\$16,000	0	\$19,000
Klamath	0	0	\$5,000	0	\$5,000
Lake	0	0	\$4,000	0	\$4,000
Malheur	0	0	\$3,200	\$450	\$3,650
Morrow	0	0	\$3,200	\$450	\$3,650
Umatilla	\$4,221	\$10,566	\$27,000	\$675	\$42,462
Union	\$1,000	\$1,825	\$12,000	0	\$14,825
Wallowa	\$5,550	\$7,905	\$37,853	\$650	\$51,958
Wasco	0	0	\$3,100	0	\$3,100
<b>Totals</b>	<b>\$13,771</b>	<b>\$21,046</b>	<b>\$123,353</b>	<b>\$2,720</b>	<b>\$160,890</b>

Note: Above totals include late federal prevention grant funds paid in 8/7/18. Also amendment #2 to Wallowa for \$10,853 for emergency prevention funds.

**2019 Wolf Grant Requests**

<b>County</b>	<b>Direct Comp.</b>	<b>Missing</b>	<b>Prevention</b>	<b>Admin</b>	<b>Totals</b>
<b>Malheur</b>	0	0	\$1,050	\$450	<b>\$1,500</b>
<b>Umatilla</b>	\$500	\$33,600	\$65,000	\$675	<b>\$99,775</b>
<b>Wheeler</b>	0	0	\$8,500	\$100	<b>\$8,600</b>
<b>Grant</b>	\$450	0	\$19,008	\$500	<b>\$19,958</b>
<b>Union</b>	\$1,303	0	\$40,000	0	<b>\$41,303</b>
<b>Klamath</b>	\$4,190	0	\$7,810	0	<b>\$12,000</b>
<b>Jackson</b>	\$6,200	0	\$31,000	0	<b>\$37,200</b>
<b>Morrow</b>	0	0	\$5,000	\$750	<b>\$5,750</b>
<b>Lake</b>	0	0	\$2,000	0	<b>\$2,000</b>
<b>Wallowa</b>	\$5,760	\$51,460	\$59,994	\$650	<b>\$117,864</b>
<b>Douglas</b>	0	0	\$63,500	\$900	<b>\$64,400</b>
<b>Baker</b>	\$10,634	\$48,199	\$35,000	\$495	<b>\$94,328</b>
<b>Totals</b>	<b>\$29,037</b>	<b>\$133,259</b>	<b>\$337,862</b>	<b>\$4,520</b>	<b>\$504,678</b>

**2019 Wolf Grant Awards**

<b>County</b>	<b>Direct Comp.</b>	<b>Missing</b>	<b>Prevention</b>	<b>Admin</b>	<b>Totals</b>
<b>Malheur</b>	0		\$500	\$400	<b>\$900</b>
<b>Umatilla</b>	\$500	\$4,107	\$14,000	\$600	<b>\$19,207</b>
<b>Wheeler</b>	0		\$1,500	\$100	<b>\$1,600</b>
<b>Grant</b>	\$450		\$2,000	\$400	<b>\$2,850</b>
<b>Union</b>	\$1,303		\$2,500	0	<b>\$3,803</b>
<b>Klamath</b>	\$4,190		\$3,900	0	<b>\$8,090</b>
<b>Jackson</b>	\$6,200		\$13,000	0	<b>\$19,200</b>
<b>Morrow</b>	0		\$1,000	\$400	<b>\$1,400</b>
<b>Lake</b>	0		\$1,000	0	<b>\$1,000</b>
<b>Wallowa</b>	\$5,760	\$6,889	\$15,000	0	<b>\$27,649</b>
<b>Douglas</b>	0	0	0	0	<b>0</b>
<b>Baker</b>	\$10,634	\$5,891	\$9,500	\$495	<b>\$26,520</b>
<b>Totals</b>	<b>\$29,037</b>	<b>\$16,887</b>	<b>\$63,900</b>	<b>\$2,395</b>	<b>\$112,219</b>



## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** December 20, 2021

**SUBJECT:** Public Contracting Overview

**BACKGROUND AND POLICY IMPLICATIONS:**

During the 2021 session, the Legislature passed SB 420, which amends the public contracting code and allows contracting agencies and contract review boards to voluntarily develop and adopt community benefit contracts.

Community benefit contracts typically have specific requirements for contractors who bid on public construction projects that are designed to accomplish local goals.

Lane County was an advocate of SB 420, and at this year's Association of Oregon Counties conference, provided an overview of how their Board has chosen to implement a Community Benefits Bidding (CBB) program. Lane County's program only applies to vertical construction projects (i.e., building construction projects) that are valued at more than \$1 million. Currently, their program includes a pre-qualification process for contractors that includes wage, health care and apprenticeship requirements.

SB 420 does not prescribe how contracting agencies implement community benefit contracts, nor does it require contracting agencies to implement them.

The bill allows for community benefit contracts to include terms and conditions that can include:

- A requirement that a contractor qualify as an apprentice training agent and employ apprentices to perform a specified percentage of apprenticeable work hours.
- A requirement that a contractor provide employer-paid family health insurance.
- Meet any other requirements adopted by local government.

The bill also specifies that a contracting agency can prequalify bidders or proposers to submit bids or proposals for community benefit procurement contracts that are advertised or entered into on or after January 1, 2022.

In response to a preliminary conversation among the commissioners following the presentation at the AOC conference, staff from the County's Facilities, Road and Solid Waste departments will attend the Board's Dec. 20 meeting to answer questions.

If the Board has an interest in pursuing additional discussions about community benefits bidding, staff recommends that the Board consider:

**1. Defining the community benefits that the County may hope to advance.**

Depending on the nature of the goals, there may be a variety of ways to achieve them, including pilots or programs that are not linked to contracting requirements.

**2. Consulting the local contracting community to allow them an opportunity to provide feedback on potential impacts.** The local contracting community may not be in a position to be responsive to projects, specifically with regard to apprenticeship requirements.

- a. Note: Although existing community benefits programs or agreements within the state primarily address vertical construction, ODOT is currently considering how to incorporate community benefit agreements into contracting and project delivery practices, and has established a committee that includes members from the contracting community, labor, workforce, local partners and community to advise them. Within civil and heavy-highway construction projects, local government road and public works departments typically implement ODOT best practices within their standards, including prequalification of contractors. Particularly for the Road and Solid Waste Departments, outcomes and lessons learned from this process will be beneficial to consider.

**3. Conducting additional research.**

**BUDGET IMPACTS:**

*TBD*

**ATTENDANCE:**

*Chad Centola, Interim Solid Waste Director*

*Chris Doty, Road Department Director*

*Cody Smith, County Engineer, Deschutes County Road Department*

*Lee Randall, Facilities Director*

*Whitney Hale, Deputy County Administrator*



BOARD OF  
COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** December 20, 2021

**SUBJECT:** Treasury and Finance Report for November 2021

**ATTENDANCE:**  
*Chief Financial Officer/Treasurer Greg Munn*





**MEMORANDUM**

**DATE:** December 20, 2021  
**TO:** Board of County Commissioners  
**FROM:** Greg Munn, Treasurer and Chief Financial Officer  
**SUBJECT:** Treasury and Finance Report for November 2021

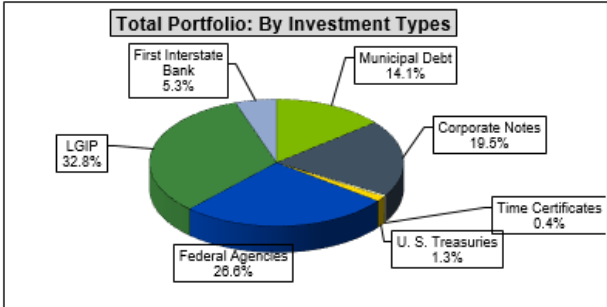
Following is the unaudited monthly finance report for fiscal year to date November 30, 2021.

**Treasury and Investments**

- The portfolio balance at the end of November was \$299 million, an increase of \$41 million from October and an increase of \$44 million from last year (November 2020) – most of the increase due to the receipt of \$19 million in ARPA funds in May. For comparison purposes, the November 2020 balance is \$14 million more than the November 2019 balance.
- Net investment income for the month is \$141,746, approximately \$27,000 more than last month but \$67,000 less than November 2020. YTD earnings of \$652,784 are \$504,000 less than the YTD earnings last year.
- All portfolio category balances are within policy limits with the exception of the LGIP which will be managed back under the limit as tax collections are distributed and invested.
- No change in the LGIP interest rate. Benchmark returns for 24 and 36 month treasuries are up again from the prior month by 4 and 6 basis points, respectively.
- Average portfolio yield is 0.62% down from 0.65% last month.
- The portfolio’s weighted average time to maturity is at 1.46 years (compared to 1.60 last month).

Portfolio Breakdown: Par Value by Investment Type		
Municipal Debt	\$ 42,080,000	14.1%
Corporate Notes	58,281,000	19.5%
Time Certificates	1,245,000	0.4%
U.S. Treasuries	4,000,000	1.3%
Federal Agencies	79,570,000	26.6%
LGIP	97,943,112	32.8%
First Interstate Bank	15,717,648	5.3%
<b>Total Investments</b>	<b>\$ 298,836,760</b>	<b>100.0%</b>

Investment Income		
	Nov-21	Y-T-D
<b>Total Investment Income</b>	146,746	677,784
Less Fee: \$5,000 per month	(5,000)	(25,000)
<b>Investment Income - Net</b>	<b>141,746</b>	<b>652,784</b>
<b>Prior Year Comparison</b>	<b>Nov-20</b>	<b>209,073</b>
		<b>1,157,356</b>

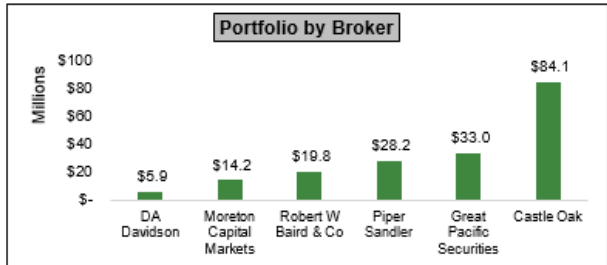


Category Maximums:	
U.S. Treasuries	100%
LGIP (\$52,713,000)	100%
Federal Agencies	100%
Banker's Acceptances	25%
Time Certificates	50%
Municipal Debt	25%
Corporate Debt	25%

Yield Percentages		
	Current Month	Prior Month
FIB/ LGIP	0.45%	0.45%
Investments	0.58%	0.63%
<b>Average</b>	<b>0.62%</b>	<b>0.65%</b>

Maturity (Years)	
Max	Weighted Average
4.781	1.46

Benchmarks	
24 Month Treasury	0.52%
LGIP Rate	0.45%
36 Month Treasury	0.81%

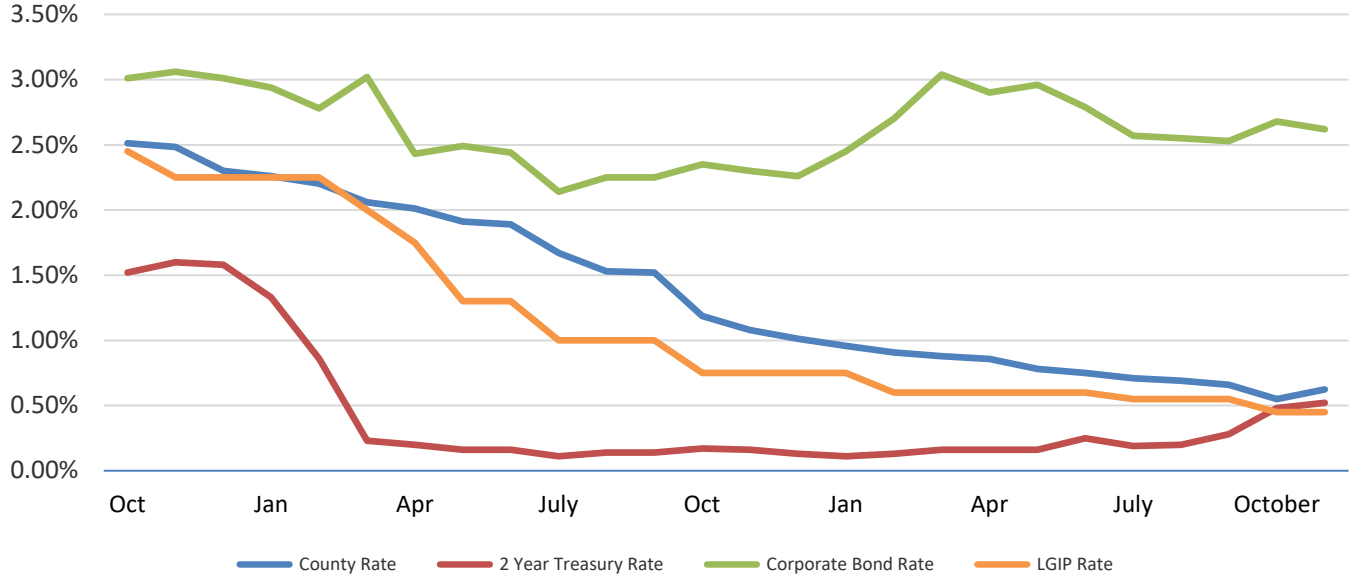


Term	Minimum	Actual
0 to 30 Days	10%	39.0%
Under 1 Year	25%	46.5%
Under 5 Years	100%	100.0%

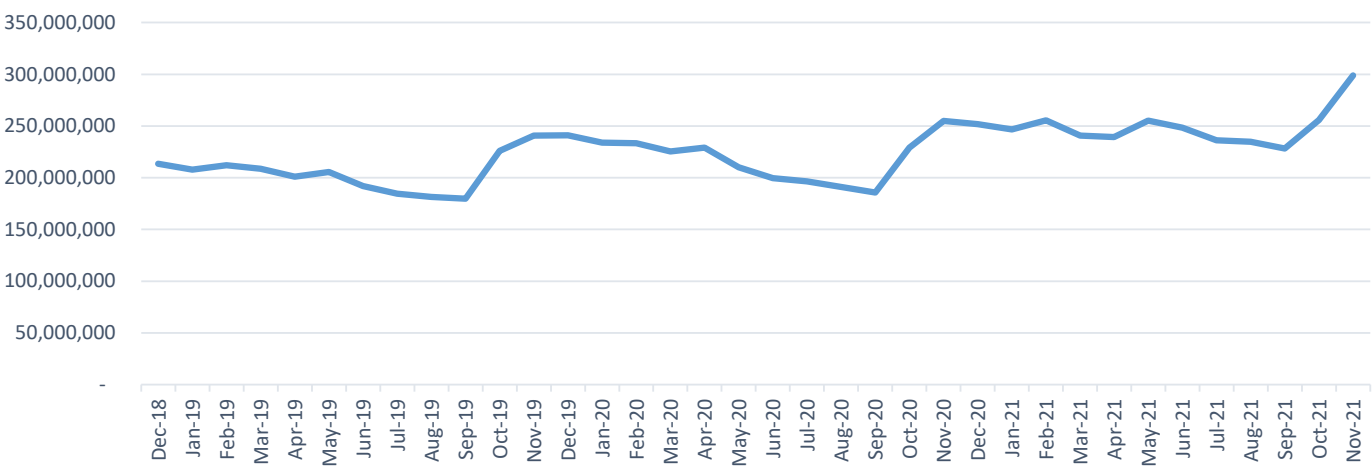
Other	Policy	Actual
Corp Issuer	5%	3.2%
Callable	25%	16.5%
Credit W/A	AA2	AA1

Investment Activity	
Purchases in Month	\$ 17,380,000
Sales/Redemptions in Month	\$ 3,700,000

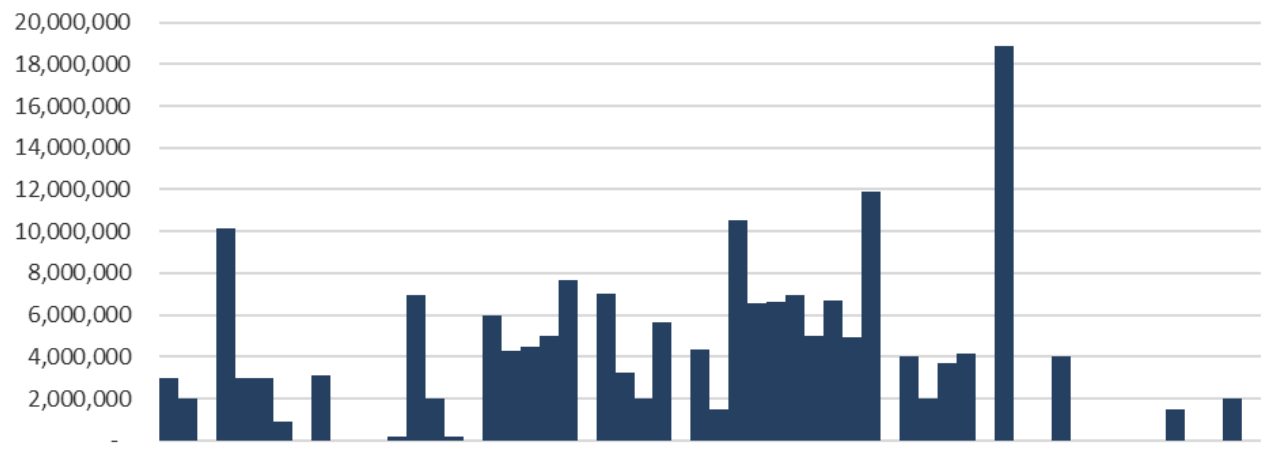
### 24 Month Historic Investment Returns



### Three Year Portfolio Balance



### Five Year Maturity Distribution Schedule





Position Control Summary

Org		Jul	Aug	Sep	Oct	Nov	July - June Percent
<b>Assessor</b>	Filled	33.26	33.26	33.26	33.26	33.26	
	Unfilled	2.00	2.00	2.00	2.00	2.00	5.67%
<b>Clerk</b>	Filled	8.58	8.48	8.48	9.48	9.48	
	Unfilled	0.90	1.00	1.00	-	-	6.12%
<b>BOPTA</b>	Filled	0.42	0.52	0.52	0.52	0.52	
	Unfilled	0.10	-	-	-	-	3.85%
<b>DA</b>	Filled	51.70	54.50	56.50	55.50	55.60	
	Unfilled	6.30	3.50	1.50	2.50	1.50	5.29%
<b>Tax</b>	Filled	5.50	5.50	5.50	5.50	5.50	
	Unfilled	-	-	-	-	-	0.00%
<b>Veterans*</b>	Filled	5.00	5.00	5.00	5.00	5.00	
	Unfilled	-	-	-	-	-	0.00%
<b>Property Mng</b>	Filled	2.00	2.00	2.00	2.00	2.00	
	Unfilled	-	-	-	-	-	0.00%
<b>Total General</b>	Filled	106.46	109.26	111.26	111.26	111.36	
	Unfilled	9.30	6.50	4.50	4.50	3.50	<b>4.90%</b>
<b>Justice Court</b>	Filled	4.60	4.60	4.60	4.60	4.60	
	Unfilled	-	-	-	-	-	<b>0.00%</b>
<b>Community Ju</b>	Filled	45.90	45.90	45.90	44.90	44.90	
	Unfilled	2.00	2.00	2.00	3.00	3.00	<b>5.01%</b>
<b>Sheriff</b>	Filled	229.75	235.75	232.75	238.75	235.25	
	Unfilled	27.25	21.25	24.25	18.25	21.75	<b>8.77%</b>
<b>Health Svcs</b>	Filled	320.33	319.85	320.40	331.20	331.50	
	Unfilled	55.47	57.95	64.90	54.50	55.20	<b>15.07%</b>
<b>CDD</b>	Filled	61.00	61.00	56.80	56.80	58.80	
	Unfilled	4.00	6.00	11.20	11.20	9.20	<b>12.38%</b>
<b>Road</b>	Filled	57.00	57.00	57.00	56.00	56.00	
	Unfilled	-	-	-	1.00	1.00	<b>0.70%</b>
<b>Adult P&amp;P</b>	Filled	37.60	37.60	37.60	36.85	36.85	
	Unfilled	3.25	3.25	3.25	4.00	4.00	<b>8.69%</b>
<b>Solid Waste</b>	Filled	23.00	24.00	24.00	27.00	26.00	
	Unfilled	2.00	4.00	4.00	1.00	2.00	<b>9.49%</b>
<b>Victims Assis</b>	Filled	8.00	8.00	8.00	8.00	8.00	
	Unfilled	-	-	-	-	-	<b>0.00%</b>
<b>GIS Dedicated</b>	Filled	2.30	2.30	2.30	2.30	2.30	
	Unfilled	-	-	-	-	-	<b>0.00%</b>
<b>Fair &amp; Expo</b>	Filled	9.00	9.00	9.00	9.00	9.00	
	Unfilled	3.50	3.50	3.50	3.50	3.50	<b>28.00%</b>
<b>Natural Resou</b>	Filled	2.00	2.00	2.00	2.00	2.00	
	Unfilled	-	-	-	-	-	<b>0.00%</b>
<b>ISF - Facilities</b>	Filled	21.60	19.60	21.60	21.60	20.60	
	Unfilled	2.40	3.40	2.40	2.40	3.40	<b>11.76%</b>
<b>ISF - Admin</b>	Filled	7.75	7.75	6.75	8.75	7.75	
	Unfilled	1.00	1.00	2.00	1.00	2.00	<b>15.30%</b>
<b>ISF - BOCC</b>	Filled	3.00	3.00	3.00	3.00	3.00	
	Unfilled	-	-	-	-	-	<b>0.00%</b>
<b>ISF - Finance</b>	Filled	9.00	9.00	9.00	8.00	10.00	
	Unfilled	2.00	2.00	2.00	3.00	1.00	<b>18.18%</b>
<b>ISF - Legal</b>	Filled	7.00	7.00	7.00	6.00	6.00	
	Unfilled	-	-	-	1.00	1.00	<b>5.71%</b>
<b>ISF - HR</b>	Filled	8.00	8.00	8.00	8.00	8.00	
	Unfilled	1.00	1.00	1.00	1.00	1.00	<b>11.11%</b>
<b>ISF - IT</b>	Filled	15.70	15.70	15.70	15.70	15.70	
	Unfilled	-	-	-	-	-	<b>0.00%</b>
<b>ISF - Risk</b>	Filled	2.25	2.25	2.25	2.25	2.25	
	Unfilled	-	-	-	-	-	<b>0.00%</b>
<b>Total:</b>							
	<b>Filled</b>	981.24	988.56	984.91	1,001.96	999.86	
	<b>Unfilled</b>	113.17	111.85	125.00	109.35	111.55	
	<b>% Unfill</b>	<b>10.34%</b>	<b>10.16%</b>	<b>11.26%</b>	<b>9.84%</b>	<b>10.04%</b>	<b>10.33%</b>

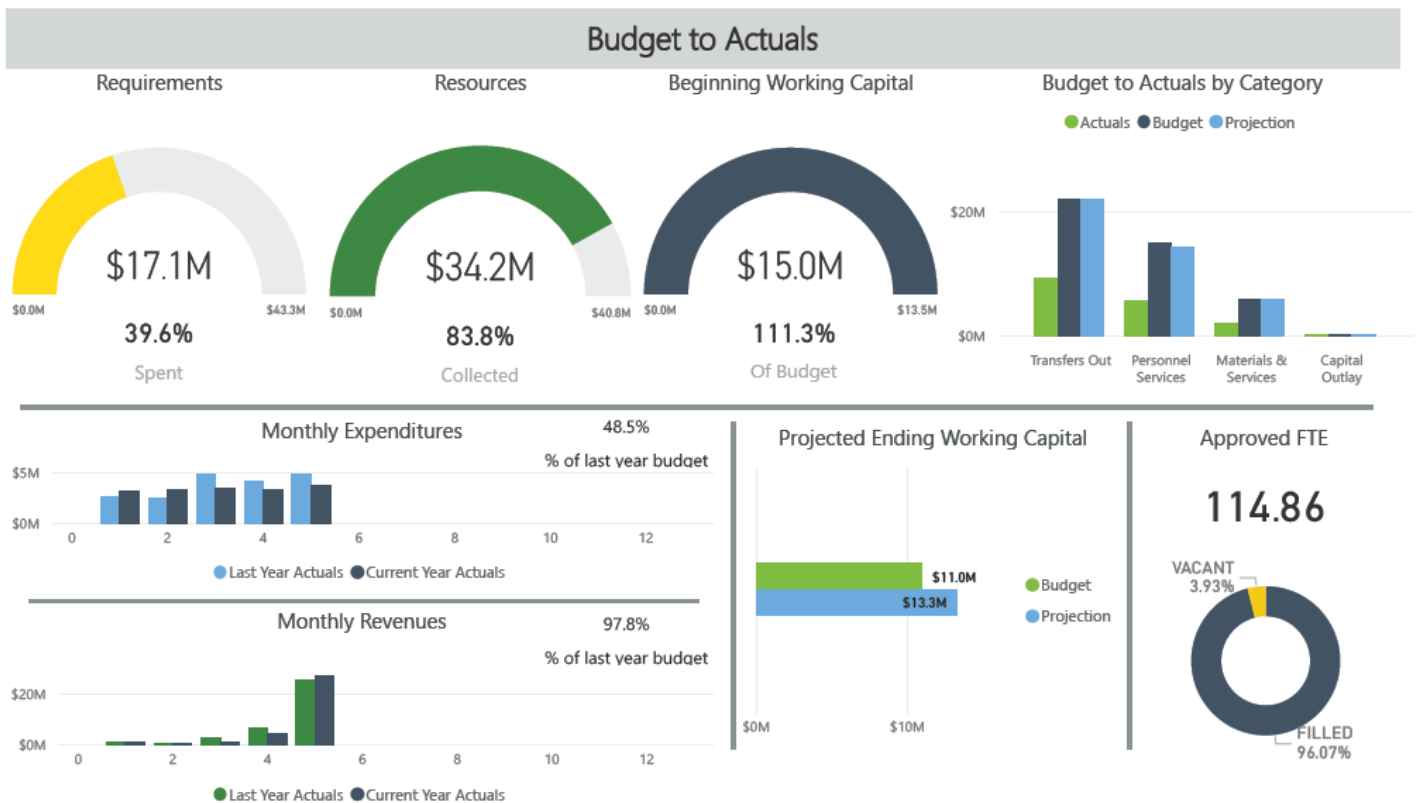
## Budget to Actuals Report

### General Fund

Revenue YTD in the General Fund is \$34.2 million or 84% of budget, marking a \$27 million increase from the prior month due to property tax collections. Last year revenue YTD was \$34.4 million and 92% of budget. The difference is due to unbudgeted CARES Act funds received last year, the timing of revenue received in the Assessor’s office (earlier last year), a slight reduction in revenue received in the Clerk’s office (less recordings) and less revenue in the Tax Office (staffing expenses are recouped through a direct charged instead of funds transfer).

Expenses YTD are \$17.1 million and 40% of budget compared to \$19.3 million and 49% of budget last year. Overall expenses are lower this year and represent a smaller portion of the budget this year due to unbudgeted CARES Act expenditures last year offset by an increase in the approved budget transfers this year which are made on a regular monthly basis.

Projected Beginning Fund Balance is \$15M or 111.3% of the \$13.5M budget. While this number is preliminary and won’t be finalized until the financials have been fully audited, it represents a normal and expected fund balance carry forward amount from the prior year as compared to budget.



### All Major Funds

On the attached pages you will find the Budget to Actuals Report for the County’s major funds with actual revenue and expense data compared to budget through November 30, 2021.



# Budget to Actuals - Countywide Summary

## All Departments

FY22 YTD November 30, 2021 (unaudited)

12/20/2021 Item #15.

**41.7%**  
Year Complete

RESOURCES	Fiscal Year 2021			Fiscal Year 2022			Projection	%
	Budget	Actuals	%	Budget	Actuals	%		
001 - General Fund	45,149,632	47,633,001	106%	40,504,168	34,069,257	84%	40,544,287	100%
030 - Juvenile	975,090	975,868	100%	901,143	102,296	11%	868,950	96%
160/170 - TRT	10,669,865	11,229,510	105%	11,659,435	7,478,921	64%	14,444,358	124%
200 - American Rescue Fund	19,000,000	46,273	0%	19,000,000	19,215,360	101%	38,125,980	201%
220 - Justice Court	489,850	501,563	102%	550,832	203,302	37%	550,767	100%
255 - Sheriff's Office	43,449,298	44,938,851	103%	44,947,745	39,281,868	87%	44,620,353	99%
274 - Health Services	43,207,563	45,921,554	106%	47,513,115	19,903,463	42%	48,248,865	102%
295 - CDD	8,251,726	9,687,451	117%	9,580,316	4,393,575	46%	10,308,325	108%
325 - Road	20,681,110	23,538,925	114%	22,629,649	10,902,841	48%	22,728,427	100%
355 - Adult P&P	5,995,287	6,040,170	101%	5,840,250	1,197,840	21%	6,184,652	106%
465 - Road CIP	2,467,800	2,942,827	119%	2,471,190	54,827	2%	2,340,721	95%
610 - Solid Waste	12,077,592	13,463,285	111%	13,350,600	6,082,461	46%	13,371,941	100%
615 - Fair & Expo	1,466,050	1,791,835	122%	1,395,724	487,130	35%	1,265,955	91%
616 - Annual County Fair	52,000	53,038	102%	1,560,500	1,857,132	119%	1,911,642	123%
617 - Fair & Expo Capital Reserve	14,000	8,532	61%	8,544	3,020	35%	7,480	88%
618 - RV Park	436,050	654,204	150%	497,524	259,661	52%	643,039	129%
619 - RV Park Reserve	1,100	7,787	708%	7,546	2,704	36%	6,910	92%
670 - Risk Management	3,263,646	3,239,580	99%	3,146,973	1,490,748	47%	4,273,362	136%
675 - Health Benefits	21,884,538	22,761,820	104%	23,027,177	9,874,574	43%	23,400,180	102%
705 - 911	11,064,698	12,080,426	109%	12,019,306	9,917,263	83%	12,060,510	100%
999 - Other	34,434,902	36,750,860	107%	50,071,869	14,624,178	29%	48,267,389	96%
<b>TOTAL RESOURCES</b>	<b>285,031,797</b>	<b>284,267,359</b>	<b>100%</b>	<b>310,683,606</b>	<b>181,402,420</b>	<b>58%</b>	<b>334,174,093</b>	<b>108%</b>

REQUIREMENTS	Fiscal Year 2021			Fiscal Year 2022			Projection	%
	Budget	Actuals	%	Budget	Actuals	%		
001 - General Fund	27,262,513	26,227,705	96%	21,094,809	7,879,063	37%	20,322,082	96%
030 - Juvenile	7,390,349	7,038,218	95%	7,522,365	2,746,433	37%	7,049,710	94%
160/170 - TRT	3,619,872	3,566,960	99%	3,358,388	1,975,516	59%	4,126,850	123%
200 - American Rescue Fund	19,000,000	32,136	0%	38,000,000	1,078,859	3%	38,000,000	100%
220 - Justice Court	683,508	650,926	95%	701,142	292,981	42%	701,142	100%





# Budget to Actuals - Countywide Summary

## All Departments

12/20/2021 Item #15.

FY22 YTD November 30, 2021 (unaudited)

Year Complete

	Fiscal Year 2021			Fiscal Year 2022			Projection	
	Budget	Actuals	%	Budget	Actuals	%		%
255 - Sheriff's Office	51,263,220	49,625,248	97%	54,162,360	21,245,566	39%	53,025,228	98%
274 - Health Services	52,285,174	49,994,157	96%	57,785,284	20,414,352	35%	54,585,865	94%
295 - CDD	8,474,142	8,086,137	95%	9,978,889	3,674,299	37%	9,510,498	95%
325 - Road	14,513,205	12,506,257	86%	15,024,128	5,779,891	38%	14,845,994	99%
355 - Adult P&P	7,081,268	6,365,601	90%	7,079,915	2,541,977	36%	6,535,519	92%
465 - Road CIP	20,036,050	11,742,022	59%	29,722,691	4,753,497	16%	28,006,483	94%
610 - Solid Waste	8,853,213	8,107,298	92%	9,709,991	3,227,325	33%	9,748,155	100%
615 - Fair & Expo	2,070,371	2,011,440	97%	2,504,877	935,650	37%	2,311,312	92%
616 - Annual County Fair	127,000	189,611	149%	1,468,131	1,246,224	85%	1,410,415	96%
617 - Fair & Expo Capital Reserve	401,940	90,523	23%	568,000	188	0%	568,000	100%
618 - RV Park	543,902	512,967	94%	496,188	271,729	55%	483,308	97%
619 - RV Park Reserve	100,000	-	0%	100,000	-	0%	20,000	20%
670 - Risk Management	3,794,344	2,391,380	63%	4,027,292	3,035,350	75%	5,997,047	149%
675 - Health Benefits	23,620,173	23,336,074	99%	23,924,393	8,798,904	37%	23,924,393	100%
705 - 911	12,576,839	10,534,248	84%	14,563,007	4,353,761	30%	13,868,370	95%
999 - Other	59,118,720	32,830,422	56%	86,322,366	17,983,173	21%	86,294,153	100%
<b>TOTAL REQUIREMENTS</b>	<b>322,815,803</b>	<b>255,839,328</b>	<b>79%</b>	<b>388,114,216</b>	<b>112,234,734</b>	<b>29%</b>	<b>381,334,525</b>	<b>98%</b>



# Budget to Actuals - Countywide Summary

## All Departments

FY22 YTD November 30, 2021 (unaudited)

12/20/2021 Item #15.

**41.7%**  
Year Complete

TRANSFERS	Fiscal Year 2021			Fiscal Year 2022			Projection	%
	Budget	Actuals	%	Budget	Actuals	%		
001 - General Fund	(20,308,890)	(19,944,234)	98%	(21,927,604)	(9,155,190)	42%	(21,927,604)	100%
030 - Juvenile	5,957,854	5,957,854	100%	6,249,397	2,693,410	43%	6,249,397	100%
160/170 - TRT	(5,278,036)	(4,963,905)	94%	(5,757,574)	(2,436,004)	42%	(6,098,758)	106%
220 - Justice Court	107,235	111,521	104%	205,956	85,815	42%	205,956	100%
255 - Sheriff's Office	3,119,077	3,119,949	100%	3,500,737	1,504,890	43%	3,500,737	100%
274 - Health Services	8,026,313	6,945,413	87%	6,122,830	2,588,184	42%	6,122,830	100%
295 - CDD	(55,480)	(1,104,998)	999%	(270,622)	(355,605)	131%	(788,522)	291%
325 - Road	(6,683,218)	(6,683,218)	100%	(11,757,547)	(2,213,525)	19%	(11,757,547)	100%
355 - Adult P&P	187,496	187,496	100%	471,072	246,277	52%	471,072	100%
465 - Road CIP	7,517,657	6,819,612	91%	12,193,917	-	0%	12,193,917	100%
610 - Solid Waste	(3,684,280)	(3,684,280)	100%	(6,029,323)	(1,508,815)	25%	(6,029,323)	100%
615 - Fair & Expo	894,967	1,144,277	128%	800,736	421,135	53%	1,039,565	130%
616 - Annual County Fair	75,000	75,000	100%	(75,000)	(118,750)	158%	(75,000)	100%
617 - Fair & Expo Capital Reserve	453,158	385,418	85%	728,901	303,705	42%	831,256	114%
618 - RV Park	(436,628)	(369,173)	85%	47,958	113,315	236%	47,958	100%
619 - RV Park Reserve	621,628	549,173	88%	132,042	55,015	42%	132,042	100%
670 - Risk Management	(3,500)	(3,500)	100%	(3,500)	(1,455)	42%	(3,500)	100%
705 - 911	-	-	-	-	-	0%	-	100%
999 - Other	9,078,924	11,341,195	125%	15,393,726	7,777,599	51%	15,885,525	103%
<b>TOTAL TRANSFERS</b>	<b>(410,723)</b>	<b>(116,400)</b>		<b>26,101</b>			<b>-</b>	<b>0%</b>





# Budget to Actuals - Countywide Summary

## All Departments

FY22 YTD November 30, 2021 (unaudited)

12/20/2021 Item #15.

**41.7%**  
Year Complete

ENDING FUND BALANCE	Fiscal Year 2021			Fiscal Year 2022			
	Budget	Actuals	%	Budget	Actuals	Projection	%
001 - General Fund	9,678,629	14,990,575	155%	10,952,375	32,025,578	13,285,176	121%
030 - Juvenile	616,595	965,223	157%	596,681	1,014,496	1,033,860	173%
160/170 - TRT	5,484,351	6,189,395	113%	8,433,816	9,256,796	10,408,145	123%
200 - American Rescue Fund	-	14,137	999%	-	18,150,638	140,117	999%
220 - Justice Court	57,804	-	0%	55,646	(3,864)	55,581	100%
255 - Sheriff's Office	13,981,322	17,266,520	123%	12,160,633	36,807,712	12,362,382	102%
274 - Health Services	5,727,266	10,689,975	187%	5,884,607	12,767,270	10,475,806	178%
295 - CDD	734,798	1,749,673	238%	763,172	2,113,344	1,758,978	230%
325 - Road	2,180,473	8,566,521	393%	2,231,806	11,475,946	4,691,407	210%
355 - Adult P&P	1,816,329	2,982,055	164%	1,971,182	1,884,195	3,102,260	157%
465 - Road CIP	13,103,814	23,533,004	180%	5,316,460	18,834,333	10,061,159	189%
610 - Solid Waste	719,918	3,957,273	550%	583,520	5,303,594	1,551,736	266%
615 - Fair & Expo	655,550	923,473	141%	442,256	896,088	917,681	207%
616 - Annual County Fair	-	(109,033)		17,369	383,125	317,194	999%
617 - Fair & Expo Capital Reserve	1,208,442	1,029,596	85%	1,271,108	1,336,134	1,300,332	102%
618 - RV Park	43,512	-	0%	49,294	101,247	207,689	421%
619 - RV Park Reserve	1,012,728	1,054,426	104%	824,054	1,112,145	1,173,378	142%
670 - Risk Management	6,465,802	9,521,450	147%	7,445,296	7,975,393	7,794,265	105%
675 - Health Benefits	13,588,094	15,527,580	114%	13,875,402	16,603,250	15,003,367	108%
705 - 911	6,829,277	10,709,072	157%	9,307,082	16,272,574	8,901,212	96%
999 - Other	50,123,088	84,474,181	169%	55,847,562	88,915,284	55,125,378	99%
<b>TOTAL FUND BALANCE</b>	<b>134,027,792</b>	<b>214,035,094</b>	<b>160%</b>	<b>138,029,321</b>	<b>283,225,281</b>	<b>159,667,102</b>	<b>116%</b>



# Budget to Actuals Report

## General Fund - Fund 001

FY22 YTD November 30, 2021 (unaudited)

12/20/2021 Item #15.

**41.7%**  
Year Complete

RESOURCES	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Property Taxes - Current	30,105,307	30,896,789	103%	32,410,716	30,483,441	94%	32,464,815	100%	54,099 A
Property Taxes - Prior	358,000	683,563	191%	460,000	178,728	39%	460,000	100%	-
Other General Revenues	10,450,871	10,355,769	99%	2,689,926	1,829,843	68%	2,689,926	100%	- B
Assessor	836,713	1,291,220	154%	987,411	260,755	26%	987,411	100%	-
Clerk	2,153,741	3,168,198	147%	2,741,215	1,069,998	39%	2,741,215	100%	-
BOPTA	12,220	19,236	157%	14,588	3,888	27%	14,588	100%	-
District Attorney	467,138	426,613	91%	448,201	51,041	11%	434,221	97%	(13,980)
Tax Office	419,927	510,878	122%	341,004	125,225	37%	341,004	100%	-
Veterans	223,715	158,931	71%	259,107	45,505	18%	259,107	100%	- C
Property Management	122,000	121,804	100%	152,000	20,833	14%	152,000	100%	- D
<b>TOTAL RESOURCES</b>	<b>45,149,632</b>	<b>47,633,001</b>	<b>106%</b>	<b>40,504,168</b>	<b>34,069,257</b>	<b>84%</b>	<b>40,544,287</b>	<b>100%</b>	<b>40,119</b>

REQUIREMENTS	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Assessor	5,237,507	4,897,531	94%	5,454,784	2,163,359	40%	5,454,784	100%	- E
Clerk	2,051,015	1,882,622	92%	2,080,739	632,846	30%	1,986,272	95%	94,467 F
BOPTA	79,945	76,042	95%	82,911	35,333	43%	82,911	100%	-
District Attorney	8,234,075	8,157,354	99%	9,715,707	3,502,272	36%	9,050,388	93%	665,319 G
Medical Examiner	236,358	220,618	93%	242,652	67,730	28%	242,652	100%	-
Tax Office	1,016,608	989,386	97%	932,570	428,516	46%	919,629	99%	12,941 H
Veterans	687,678	610,692	89%	795,189	294,804	37%	795,189	100%	-
Property Management	332,533	312,615	94%	376,061	143,138	38%	376,061	100%	-
Non-Departmental	9,386,794	9,080,846	97%	1,414,196	611,064	43%	1,414,196	100%	-
<b>TOTAL REQUIREMENTS</b>	<b>27,262,513</b>	<b>26,227,705</b>	<b>96%</b>	<b>21,094,809</b>	<b>7,879,063</b>	<b>37%</b>	<b>20,322,082</b>	<b>96%</b>	<b>772,727</b>

TRANSFERS	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Transfers In	260,000	260,000	100%	260,000	108,330	42%	260,000	100%	- I
Transfers Out	(20,568,890)	(20,204,234)	98%	(22,187,604)	(9,263,520)	42%	(22,187,604)	100%	-
<b>TOTAL TRANSFERS</b>	<b>(20,308,890)</b>	<b>(19,944,234)</b>	<b>98%</b>	<b>(21,927,604)</b>	<b>(9,155,190)</b>	<b>42%</b>	<b>(21,927,604)</b>	<b>100%</b>	<b>-</b>

FUND BALANCE	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Beginning Fund Balance	12,100,400	13,529,514	112%	13,470,620	14,990,575	111%	14,990,575	111%	1,519,955
Resources over Requirements	17,887,119	21,405,296		19,409,359	26,190,194		20,222,205		812,846
Net Transfers - In (Out)	(20,308,890)	(19,944,234)		(21,927,604)	(9,155,190)		(21,927,604)		-
<b>TOTAL FUND BALANCE</b>	<b>\$ 9,678,629</b>	<b>\$ 14,990,575</b>	<b>155%</b>	<b>\$ 10,952,375</b>	<b>\$ 32,025,578</b>	<b>292%</b>	<b>\$ 13,285,176</b>	<b>121%</b>	<b>\$2,332,801</b>

- A** Current year taxes received primarily in November, February and May; actual FY21-22 TAV is 5.58% over FY20-21 vs. 5.40% budgeted
- B** PILT payment of \$500,000 received in July 2021
- C** Oregon Dept. of Veteran's Affairs grant reimbursed quarterly
- D** Interfund land-sale management revenue recorded at year-end
- E** FY22 average vacancy rate is 5.7%; however, savings are not expected at this time due to several retirements and overfills
- F** Projected Personnel savings based on FY22 average vacancy rate of 6.1%
- G** Projected Personnel savings based on FY22 average vacancy rate of 5.3%
- H** Projected Personnel savings based on FY22 savings to date
- I** Repayment to General Fund from Finance Reserves for ERP Implementation



# Budget to Actuals Report

## Juvenile - Fund 030

FY22 YTD November 30, 2021 (unaudited)

12/20/2021 Item #15.

**41.7%**  
Year Complete

RESOURCES	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
OYA Basic & Diversion	472,401	497,387	105%	432,044	-	0%	432,044	100%	- A
ODE Juvenile Crime Prev	109,000	118,909	109%	100,517	31,184	31%	100,517	100%	-
Gen Fund-Crime Prevention	89,500	89,500	100%	89,500	-	0%	89,500	100%	-
Leases	88,000	82,522	94%	88,000	37,809	43%	88,000	100%	-
Inmate/Prisoner Housing	90,000	64,350	72%	80,000	14,100	18%	60,000	75%	(20,000) B
DOC Unif Crime Fee/HB2712	49,339	49,339	100%	49,339	-	0%	49,339	100%	- C
OJD Court Fac/Sec SB 1065	26,000	13,503	52%	20,000	4,919	25%	20,000	100%	-
Interest on Investments	17,300	13,796	80%	14,243	2,568	18%	5,550	39%	(8,693)
Food Subsidy	12,000	13,028	109%	12,000	2,875	24%	8,500	71%	(3,500) D
Contract Payments	8,000	2,795	35%	8,000	6,281	79%	8,000	100%	-
Miscellaneous	7,550	28,312	375%	7,500	2,561	34%	7,500	100%	-
Case Supervision Fee	6,000	2,427	40%	-	-	-	-	-	-
<b>TOTAL RESOURCES</b>	<b>975,090</b>	<b>975,868</b>	<b>100%</b>	<b>901,143</b>	<b>102,296</b>	<b>11%</b>	<b>868,950</b>	<b>96%</b>	<b>(32,193)</b>

REQUIREMENTS	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Personnel Services	5,970,797	5,762,391	97%	6,108,905	2,265,287	37%	5,636,250	92%	472,655 E
Materials and Services	1,372,016	1,233,835	90%	1,363,409	481,146	35%	1,363,409	100%	-
Capital Outlay	47,536	41,992	88%	50,051	-	0%	50,051	100%	-
<b>TOTAL REQUIREMENTS</b>	<b>7,390,349</b>	<b>7,038,218</b>	<b>95%</b>	<b>7,522,365</b>	<b>2,746,433</b>	<b>37%</b>	<b>7,049,710</b>	<b>94%</b>	<b>472,655</b>

TRANSFERS	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Transfers In- General Funds	6,034,966	6,034,966	100%	6,304,397	2,716,325	43%	6,304,397	100%	-
Transfers Out-Veh Reserve	(77,112)	(77,112)	100%	(55,000)	(22,915)	42%	(55,000)	100%	-
<b>TOTAL TRANSFERS</b>	<b>5,957,854</b>	<b>5,957,854</b>	<b>100%</b>	<b>6,249,397</b>	<b>2,693,410</b>	<b>43%</b>	<b>6,249,397</b>	<b>100%</b>	<b>-</b>

FUND BALANCE	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Beginning Fund Balance	1,074,000	1,069,720	100%	968,506	965,223	100%	965,223	100%	(3,283)
Resources over Requirements	(6,415,259)	(6,062,350)		(6,621,222)	(2,644,137)		(6,180,760)		440,462
Net Transfers - In (Out)	5,957,854	5,957,854		6,249,397	2,693,410		6,249,397		-
<b>TOTAL FUND BALANCE</b>	<b>\$ 616,595</b>	<b>\$ 965,223</b>	<b>157%</b>	<b>\$ 596,681</b>	<b>\$ 1,014,496</b>	<b>170%</b>	<b>\$ 1,033,860</b>	<b>173%</b>	<b>\$437,179</b>

- A** Quarterly reimbursement of biennial award based on actuals
- B** Out of County Juvenile department usage of detention facility trending lower than projected at time of budgeting
- C** Quarterly payment from Department of Corrections
- D** Dept. of Education subsidies for detention meals lower due to smaller population than projected at time of budgeting
- E** Projected Personnel savings based on FY22 average vacancy rate of 5.0%



# Budget to Actuals Report

## TRT - Fund 160/170

FY22 YTD November 30, 2021 (unaudited)

12/20/2021 Item #15.

**41.7%**  
Year Complete

RESOURCES	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Room Taxes	10,615,965	11,068,364	104%	11,600,987	7,457,007	64%	14,390,068	124%	2,789,081
Interest	53,900	61,146	113%	58,448	21,914	37%	54,290	93%	(4,158)
State Miscellaneous	-	100,000		-	-		-		-
<b>TOTAL RESOURCES</b>	<b>10,669,865</b>	<b>11,229,510</b>	<b>105%</b>	<b>11,659,435</b>	<b>7,478,921</b>	<b>64%</b>	<b>14,444,358</b>	<b>124%</b>	<b>2,784,923</b>

REQUIREMENTS	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
COVA	3,038,805	2,998,091	99%	3,136,659	1,859,834	59%	3,903,621	124%	(766,962)
Interfund Contract	114,481	114,481	100%	121,817	50,757	42%	121,817	100%	-
Software	11,500	-	0%	45,000	42,258	94%	45,000	100%	-
Interfund Charges	35,861	35,861	100%	39,709	16,545	42%	39,709	100%	-
Administrative	15,225	4,526	30%	15,203	6,122	40%	16,703	110%	(1,500)
Grants & Contributions	404,000	414,000	102%	-	-		-		-
<b>TOTAL REQUIREMENTS</b>	<b>3,619,872</b>	<b>3,566,960</b>	<b>99%</b>	<b>3,358,388</b>	<b>1,975,516</b>	<b>59%</b>	<b>4,126,850</b>	<b>123%</b>	<b>(768,462)</b>

TRANSFERS	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Transfer Out - RV Park	(20,000)	(20,000)	100%	(20,000)	(8,330)	42%	(20,000)	100%	-
Transfer Out - Annual Fair	(75,000)	(75,000)	100%	(75,000)	(31,250)	42%	(75,000)	100%	-
Transfers Out	-	-		(205,956)	(85,815)	42%	(205,956)	100%	-
Transfer Out - F&E Reserve	(453,158)	(385,418)	85%	(428,901)	(178,705)	42%	(531,256)	124%	(102,355)
Transfer Out - Health	(406,646)	(406,646)	100%	(444,417)	(222,204)	50%	(444,417)	100%	-
Transfer Out - F&E	(1,171,445)	(925,054)	79%	(931,513)	(388,125)	42%	(1,170,342)	126%	(238,829)
Transfer Out - Sheriff	(3,151,787)	(3,151,787)	100%	(3,651,787)	(1,521,575)	42%	(3,651,787)	100%	-
<b>TOTAL TRANSFERS</b>	<b>(5,278,036)</b>	<b>(4,963,905)</b>	<b>94%</b>	<b>(5,757,574)</b>	<b>(2,436,004)</b>	<b>42%</b>	<b>(6,098,758)</b>	<b>106%</b>	<b>(341,184)</b>

FUND BALANCE	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Beginning Fund Balance	3,712,394	3,490,749	94%	5,890,343	6,189,395	105%	6,189,395	105%	299,052
Resources over Requirements	7,049,993	7,662,551		8,301,047	5,503,405		10,317,508		2,016,461
Net Transfers - In (Out)	(5,278,036)	(4,963,905)		(5,757,574)	(2,436,004)		(6,098,758)		(341,184)
<b>TOTAL FUND BALANCE</b>	<b>\$ 5,484,351</b>	<b>\$ 6,189,395</b>	<b>113%</b>	<b>\$ 8,433,816</b>	<b>\$ 9,256,796</b>	<b>110%</b>	<b>\$ 10,408,145</b>	<b>123%</b>	<b>\$ 1,974,329</b>

- A** Collections coming in higher than budgeted
- B** Payments to COVA based on a percent of TRT collections
- C** Contracted services with the Finance Department for operating TRT program
- D** The balance of the 1% F&E TRT is transferred to F&E reserves



# Budget to Actuals Report

## ARPA – Fund 200

FY22 YTD November 30, 2021 (unaudited)

12/20/2021 Item #15.

**41.7%**  
Year Complete

RESOURCES	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Interest	-	14,137		-	47,819		125,980		125,980
State & Local Coronavirus Fiscal Recovery Funds	19,000,000	32,136	0%	19,000,000	19,167,541	101%	38,000,000	200%	19,000,000 <b>A</b>
<b>TOTAL RESOURCES</b>	<b>19,000,000</b>	<b>46,273</b>	<b>0%</b>	<b>19,000,000</b>	<b>19,215,360</b>	<b>101%</b>	<b>38,125,980</b>	<b>201%</b>	<b>19,125,980</b>

REQUIREMENTS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Administrative	19,000,000	-	0%	19,309,816	12,577	0%	19,309,816	100%
Services to Disproportionately Impacted Communities	-	-		11,425,000	-	0%	11,425,000	100%	- <b>C</b>
Negative Economic Impacts	-	-		3,050,000	-	0%	3,050,000	100%	- <b>D</b>
Public Health	-	32,136	999%	2,165,184	1,066,281	49%	2,165,184	100%	- <b>E</b>
Infrastructure	-	-		2,050,000	-	0%	2,050,000	100%	- <b>F</b>
<b>TOTAL REQUIREMENTS</b>	<b>19,000,000</b>	<b>32,136</b>	<b>0%</b>	<b>38,000,000</b>	<b>1,078,859</b>	<b>3%</b>	<b>38,000,000</b>	<b>100%</b>	<b>-</b>

FUND BALANCE	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Beginning Fund Balance	-	-		19,000,000	14,137	0%	14,137	0%
Resources over Requirements	-	14,137		(19,000,000)	18,136,501		125,980		19,125,980
Net Transfers - In (Out)	-	-		-	-		-		-
<b>TOTAL FUND BALANCE</b>	<b>-</b>	<b>\$ 14,137</b>	<b>999%</b>	<b>-</b>	<b>\$ 18,150,638</b>	<b>999%</b>	<b>\$ 140,117</b>	<b>999%</b>	<b>\$ 140,117</b>

- A** The revenue received in FY21, but unspent at 06.30.21, was recorded as Deferred Revenue and recognized in FY22
- B** Administration holds the balance of the ARPA funds, as well as an approved budget analyst for ARPA reporting and administration
- C** Includes \$7.675M in childcare/early education funding and \$3.75M in housing support for unhoused persons
- D** Majority of funding is for food programs and \$100K in support of the Ronald McDonald House
- E** Approved ARPA funding consists of Isolation Motel Liability Insurance, COVID-19 testing done by Dr. Young, UV sanitizer for the jail to prevent COVID-19 in congregate settings, a mobile morgue and various Health Services expenses such as temporary staffing costs to support the COVID-19 response
- F** Consists of modernization of irrigation systems, Terrebonne wastewater system, and a regional broadband infrastructure needs and assessment



# Budget to Actuals Report

## Justice Court - Fund 220

FY22 YTD November 30, 2021 (unaudited)

12/20/2021 Item #15.

**41.7%**  
Year Complete

RESOURCES	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Court Fines & Fees	488,750	500,818	102%	550,000	203,286	37%	550,000	100%	-
Miscellaneous	-	736		737	-	0%	737	100%	-
Interest on Investments	1,100	9	1%	95	16	17%	30	32%	(65)
<b>TOTAL RESOURCES</b>	<b>489,850</b>	<b>501,563</b>	<b>102%</b>	<b>550,832</b>	<b>203,302</b>	<b>37%</b>	<b>550,767</b>	<b>100%</b>	<b>(65)</b>

REQUIREMENTS	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Personnel Services	531,006	519,650	98%	542,209	226,327	42%	542,209	100%	-
Materials and Services	152,502	131,276	86%	158,933	66,654	42%	158,933	100%	-
<b>TOTAL REQUIREMENTS</b>	<b>683,508</b>	<b>650,926</b>	<b>95%</b>	<b>701,142</b>	<b>292,981</b>	<b>42%</b>	<b>701,142</b>	<b>100%</b>	<b>-</b>

TRANSFERS	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Transfers In - TRT	-	-		205,956	85,815	42%	205,956	100%	-
Transfers In- General Fund	107,235	111,521	104%	-	-		-		-
<b>TOTAL TRANSFERS</b>	<b>107,235</b>	<b>111,521</b>	<b>104%</b>	<b>205,956</b>	<b>85,815</b>	<b>42%</b>	<b>205,956</b>	<b>100%</b>	<b>-</b>

FUND BALANCE	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Beginning Fund Balance	144,227	37,842	26%	-	-		-		0
Resources over Requirements	(193,658)	(149,363)		(150,310)	(89,679)		(150,375)		(65)
Net Transfers - In (Out)	107,235	111,521		205,956	85,815		205,956		-
<b>TOTAL FUND BALANCE</b>	<b>\$ 57,804</b>	<b>-</b>	<b>0%</b>	<b>\$ 55,646</b>	<b>(\$ 3,864)</b>	<b>-7%</b>	<b>\$ 55,581</b>	<b>100%</b>	<b>(\$65)</b>

**A** Due to unavailable staff, approximately \$10K of November revenue will post in December

**B** One time yearly software maintenance fee paid in July for entire fiscal year



# Budget to Actuals Report

## Sheriff's Office - Fund 255

FY22 YTD November 30, 2021 (unaudited)

12/20/2021 Item #15.

**41.7%**  
Year Complete

RESOURCES	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
LED #1 Property Tax Current	27,476,763	27,912,029	102%	28,448,529	26,827,860	94%	28,467,681	100%	19,152 A
LED #2 Property Tax Current	11,092,307	11,269,119	102%	11,813,562	11,131,981	94%	11,824,026	100%	10,464 A
Sheriff's Office Revenues	4,259,128	4,693,854	110%	3,993,964	1,070,309	27%	3,764,776	94%	(229,188)
LED #1 Property Tax Prior	280,000	579,513	207%	330,000	152,333	46%	330,000	100%	-
LED #1 Interest	101,100	170,066	168%	147,416	29,950	20%	72,470	49%	(74,946)
LED #2 Property Tax Prior	120,000	194,726	162%	145,000	62,777	43%	145,000	100%	-
LED #2 Interest	120,000	72,488	60%	69,274	6,658	10%	16,400	24%	(52,874)
LED #2 Foreclosed Properties	-	13,534		-	-		-		-
LED #1 Foreclosed Properties	-	33,522		-	-		-		-
<b>TOTAL RESOURCES</b>	<b>43,449,298</b>	<b>44,938,851</b>	<b>103%</b>	<b>44,947,745</b>	<b>39,281,868</b>	<b>87%</b>	<b>44,620,353</b>	<b>99%</b>	<b>(327,392)</b>

REQUIREMENTS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Sheriff's Services	3,864,843	4,435,626	115%	4,002,499	1,693,768	42%	3,965,387	99%
Civil/Special Units	1,232,618	1,083,411	88%	1,154,204	451,726	39%	1,169,304	101%	(15,100)
Automotive/Communications	3,312,477	3,184,547	96%	3,576,342	1,222,997	34%	3,487,792	98%	88,550
Detective	2,515,536	2,546,467	101%	3,029,130	1,441,894	48%	3,271,408	108%	(242,278)
Patrol	13,284,465	13,388,793	101%	14,015,461	5,488,212	39%	13,030,767	93%	984,694
Records	1,038,130	954,506	92%	1,025,023	341,362	33%	909,344	89%	115,679
Adult Jail	20,347,342	18,424,567	91%	21,033,697	7,767,923	37%	20,049,355	95%	984,342
Court Security	490,401	413,143	84%	444,617	165,324	37%	390,770	88%	53,847
Emergency Services	543,565	886,331	163%	789,912	310,777	39%	715,549	91%	74,363
Special Services	2,052,586	1,787,984	87%	1,775,588	923,560	52%	2,254,225	127%	(478,637)
Training	1,156,993	1,186,921	103%	1,626,207	760,600	47%	1,867,652	115%	(241,445)
Other Law Enforcement	1,328,675	1,331,363	100%	1,389,684	677,423	49%	1,613,679	116%	(223,995)
Non - Departmental	95,589	1,589	2%	299,998	-	0%	299,998	100%	-
<b>TOTAL REQUIREMENTS</b>	<b>51,263,220</b>	<b>49,625,248</b>	<b>97%</b>	<b>54,162,360</b>	<b>21,245,566</b>	<b>39%</b>	<b>53,025,228</b>	<b>98%</b>	<b>1,137,132</b>

TRANSFERS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Transfer In - TRT	3,151,787	3,151,787	100%	3,651,787	1,521,575	42%	3,651,787	100%
Transfer In - General Fund	240,290	240,290	100%	121,950	50,810	42%	121,950	100%	-
Transfers Out - Debt Service	(273,000)	(272,128)	100%	(273,000)	(67,495)	25%	(273,000)	100%	-
<b>TOTAL TRANSFERS</b>	<b>3,119,077</b>	<b>3,119,949</b>	<b>100%</b>	<b>3,500,737</b>	<b>1,504,890</b>	<b>43%</b>	<b>3,500,737</b>	<b>100%</b>	<b>-</b>

FUND BALANCE	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Beginning Fund Balance	18,676,167	18,832,967	101%	17,874,511	17,266,520	97%	17,266,520	97%
Resources over Requirements	(7,813,922)	(4,686,396)		(9,214,615)	18,036,302		(8,404,875)		809,740
Net Transfers - In (Out)	3,119,077	3,119,949		3,500,737	1,504,890		3,500,737		-
<b>TOTAL FUND BALANCE</b>	<b>\$ 13,981,322</b>	<b>\$ 17,266,520</b>	<b>123%</b>	<b>\$ 12,160,633</b>	<b>\$ 36,807,712</b>	<b>303%</b>	<b>\$ 12,362,382</b>	<b>102%</b>	<b>\$ 201,749</b>

Note: Vacant positions are driving projected department savings, with OT and other fluctuations causing projected budget overages

A Current year taxes received primarily in November, February and May; actual FY21-22 TAV is 5.58% over FY20-21 vs. 5.40% budgeted





# Budget to Actuals Report

## Health Services - Fund 274

FY22 YTD November 30, 2021 (unaudited)

12/20/2021 Item #15.

**41.7%**  
Year Complete

RESOURCES	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
State Grant	15,156,802	14,869,697	98%	17,097,017	7,253,203	42%	18,031,676	105%	934,659
OHP Capitation	8,279,406	8,403,083	101%	8,947,837	4,914,891	55%	11,375,128	127%	2,427,291
State Miscellaneous	2,850,731	3,493,477	123%	4,129,465	2,001,596	48%	4,186,659	101%	57,194
Federal Grants	4,833,096	5,641,391	117%	3,633,483	990,540	27%	3,707,465	102%	73,982
OHP Fee for Service	3,265,627	3,877,425	119%	3,627,151	1,073,605	30%	2,820,343	78%	(806,808)
CCBHC Grant	-	-	-	2,627,291	-	0%	200,000	8%	(2,427,291)
Local Grants	3,639,059	3,829,781	105%	1,936,838	1,869,145	97%	2,509,999	130%	573,161
Environmental Health Fees	1,091,652	1,106,707	101%	1,086,019	77,302	7%	1,171,820	108%	85,801
Medicaid	350,491	933,393	266%	1,014,100	353,862	35%	867,385	86%	(146,715)
Other	965,971	1,106,718	115%	884,036	309,959	35%	840,079	95%	(43,957)
Patient Fees	672,995	483,754	72%	468,415	234,234	50%	565,025	121%	96,610
Vital Records	237,296	317,189	134%	280,000	116,098	41%	336,163	120%	56,163
Divorce Filing Fees	173,030	173,030	100%	173,030	178,331	103%	178,331	103%	5,301
State - Medicare	210,287	217,833	104%	172,200	100,977	59%	242,345	141%	70,145
Liquor Revenue	99,500	158,977	160%	157,000	70,654	45%	226,447	144%	69,447
Interest on Investments	147,400	153,426	104%	156,549	39,539	25%	95,160	61%	(61,389)
State Shared- Family Planning	155,000	146,074	94%	152,634	49,926	33%	119,822	79%	(32,812)
Interfund Contract- Gen Fund	127,000	127,000	100%	127,000	-	0%	127,000	100%	-
State - Medicaid/Medicare	952,220	882,600	93%	843,050	269,603	32%	648,018	77%	(195,032)
<b>TOTAL RESOURCES</b>	<b>43,207,563</b>	<b>45,921,554</b>	<b>106%</b>	<b>47,513,115</b>	<b>19,903,463</b>	<b>42%</b>	<b>48,248,865</b>	<b>102%</b>	<b>735,750</b>

REQUIREMENTS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Administration Allocation	-	-	-	-	-	99%	-	-
Personnel Services	37,622,192	35,975,598	96%	43,690,850	15,875,315	36%	40,864,804	94%	2,826,046
Materials and Services	14,523,515	13,886,895	96%	13,964,434	4,511,661	32%	13,589,685	97%	374,749
Capital Outlay	139,467	131,664	94%	130,000	27,376	21%	131,376	101%	(1,376)
<b>TOTAL REQUIREMENTS</b>	<b>52,285,174</b>	<b>49,994,157</b>	<b>96%</b>	<b>57,785,284</b>	<b>20,414,352</b>	<b>35%</b>	<b>54,585,865</b>	<b>94%</b>	<b>3,199,419</b>

TRANSFERS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Transfers In- General Fund	5,472,710	5,472,710	100%	5,909,168	2,499,159	42%	5,909,168	100%
Transfers In - TRT	406,646	406,646	100%	444,417	185,170	42%	444,417	100%	-
Transfers In- OHP Mental Health	2,379,865	1,298,965	55%	-	-	-	-	-	-
Transfers Out	(232,908)	(232,908)	100%	(230,755)	(96,145)	42%	(230,755)	100%	-
<b>TOTAL TRANSFERS</b>	<b>8,026,313</b>	<b>6,945,413</b>	<b>87%</b>	<b>6,122,830</b>	<b>2,588,184</b>	<b>42%</b>	<b>6,122,830</b>	<b>100%</b>	<b>-</b>

FUND BALANCE	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Beginning Fund Balance	6,778,564	7,817,166	115%	10,033,946	10,689,975	107%	10,689,976	107%
Resources over Requirements	(9,077,611)	(4,072,603)	-	(10,272,169)	(510,889)	-	(6,337,000)	-	3,935,169
Net Transfers - In (Out)	8,026,313	6,945,413	-	6,122,830	2,588,184	-	6,122,830	-	-
<b>TOTAL FUND BALANCE</b>	<b>\$ 5,727,266</b>	<b>\$ 10,689,975</b>	<b>187%</b>	<b>\$ 5,884,607</b>	<b>\$ 12,767,270</b>	<b>217%</b>	<b>\$ 10,475,806</b>	<b>178%</b>	<b>\$4,591,199</b>





# Budget to Actuals Report

## Health Services - Admin - Fund 274

FY22 YTD November 30, 2021 (unaudited)

12/20/2021 Item #15.

**41.7%**  
Year Complete

RESOURCES	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Federal Grants	1,237,245	2,636,157	213%	768,843	261,226	34%	628,091	82%	(140,752) <b>A</b>
State Grant	-	-	-	637,740	-	0%	562,271	88%	(75,469) <b>B</b>
CCBHC Grant	-	-	-	486,804	-	0%	35,961	7%	(450,843) <b>C</b>
Interest on Investments	147,400	153,426	104%	156,549	39,539	25%	95,160	61%	(61,389)
Other	14,391	12,622	88%	9,200	8,833	96%	12,900	140%	3,700
OHP Capitation	-	-	-	-	-	-	436,443	-	436,443 <b>C</b>
State Miscellaneous	-	347,105	-	-	-	-	-	-	-
<b>TOTAL RESOURCES</b>	<b>1,399,036</b>	<b>3,149,311</b>	<b>225%</b>	<b>2,059,136</b>	<b>309,598</b>	<b>15%</b>	<b>1,770,826</b>	<b>86%</b>	<b>(288,310)</b>

REQUIREMENTS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Personnel Services	5,914,729	5,679,486	96%	6,784,607	2,359,320	35%	5,789,368	85%
Materials and Services	4,991,353	6,435,511	129%	5,872,706	2,302,598	39%	6,027,214	103%	(154,508) <b>E</b>
Administration Allocation	(9,645,743)	(9,645,743)	100%	(10,162,921)	(2,492,616)	25%	(10,162,921)	100%	-
<b>TOTAL REQUIREMENTS</b>	<b>1,260,339</b>	<b>2,469,254</b>	<b>196%</b>	<b>2,494,392</b>	<b>2,169,301</b>	<b>87%</b>	<b>1,653,661</b>	<b>66%</b>	<b>840,731</b>

TRANSFERS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Transfers Out	(232,908)	(232,908)	100%	(219,794)	(96,145)	44%	(219,794)	100%
<b>TOTAL TRANSFERS</b>	<b>(232,908)</b>	<b>(232,908)</b>	<b>100%</b>	<b>(219,794)</b>	<b>(96,145)</b>	<b>44%</b>	<b>(219,794)</b>	<b>100%</b>	<b>-</b>

FUND BALANCE	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Beginning Fund Balance	2,772,840	3,322,793	120%	3,552,000	3,769,942	106%	3,769,942	106%
Resources over Requirements	138,696	680,056	-	(435,256)	(1,859,703)	-	117,165	-	552,421
Net Transfers - In (Out)	(232,908)	(232,908)	-	(219,794)	(96,145)	-	(219,794)	-	-
<b>TOTAL FUND BALANCE</b>	<b>\$ 2,678,628</b>	<b>\$ 3,769,942</b>	<b>141%</b>	<b>\$ 2,896,950</b>	<b>\$ 1,814,094</b>	<b>63%</b>	<b>\$ 3,667,313</b>	<b>127%</b>	<b>\$ 770,363</b>

- A** Federal grants are reimbursed on a quarterly bases. Reimbursement is less than budgeted due to vacancies
- B** Reimbursement less than budgeted due to vacancies
- C** Increased OHP enrollment is resulting in higher than budgeted OHP Capitation payments and less than budgeted CCBHC State Grant revenues
- D** Personnel projections based on year to date vacancy savings and assume 3% moving forward
- E** Expenditures projected over budget due are related to contracts for vaccine rollout under FEMA funds, which were budgeted in Personnel



# Budget to Actuals Report

## Health Services - Behavioral Health - Fund 274

FY22 YTD November 30, 2021 (unaudited)

12/20/2021 Item #15.

**41.7%**  
Year Complete

RESOURCES	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
State Grant	10,348,047	9,920,554	96%	11,907,014	5,592,468	47%	12,097,092	102%	190,078 A
OHP Capitation	8,279,406	8,403,083	101%	8,947,837	4,914,891	55%	10,938,685	122%	1,990,848 B
OHP Fee for Service	3,265,627	3,877,425	119%	3,627,151	1,069,316	29%	2,810,051	77%	(817,100) C
Federal Grants	3,298,243	2,715,411	82%	2,725,623	687,754	25%	2,939,888	108%	214,265 D
CCBHC Grant	-	-	-	2,140,487	-	0%	164,039	8%	(1,976,448) B
State Miscellaneous	1,544,455	1,285,829	83%	1,934,643	597,922	31%	1,983,501	103%	48,858
Local Grants	1,897,762	1,717,173	90%	1,093,055	1,017,497	93%	1,416,302	130%	323,247 E
Medicaid	350,491	933,393	266%	1,014,100	353,862	35%	867,385	86%	(146,715) F
Other	927,605	1,076,144	116%	682,180	279,850	41%	671,169	98%	(11,011)
Patient Fees	522,300	382,906	73%	372,115	191,709	52%	462,877	124%	90,762
Divorce Filing Fees	173,030	173,030	100%	173,030	178,331	103%	178,331	103%	5,301
State - Medicare	210,287	217,833	104%	172,200	100,977	59%	242,345	141%	70,145 G
Liquor Revenue	99,500	158,977	160%	157,000	70,654	45%	226,447	144%	69,447
Interfund Contract- Gen Fund	127,000	127,000	100%	127,000	-	0%	127,000	100%	-
<b>TOTAL RESOURCES</b>	<b>31,043,753</b>	<b>30,988,758</b>	<b>100%</b>	<b>35,073,435</b>	<b>15,055,230</b>	<b>43%</b>	<b>35,125,112</b>	<b>100%</b>	<b>51,677</b>

REQUIREMENTS	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Administration Allocation	7,434,938	7,434,938	100%	7,523,855	1,892,181	25%	7,523,855	100%	-
Personnel Services	23,060,066	22,131,010	96%	26,632,065	9,766,705	37%	24,876,699	93%	1,755,366 H
Materials and Services	5,998,817	4,097,273	68%	4,882,963	1,208,704	25%	4,460,389	91%	422,574
Capital Outlay	125,267	106,122	85%	54,000	27,376	51%	55,376	103%	(1,376)
<b>TOTAL REQUIREMENTS</b>	<b>36,619,088</b>	<b>33,769,343</b>	<b>92%</b>	<b>39,092,883</b>	<b>12,894,966</b>	<b>33%</b>	<b>36,916,319</b>	<b>94%</b>	<b>2,176,564</b>

TRANSFERS	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Transfers In- General Fund	2,036,117	2,036,117	100%	2,278,087	949,185	42%	2,278,087	100%	-
Transfers In- OHP Mental Health	2,298,179	1,217,279	53%	-	-	-	-	-	-
Transfers Out	-	-	0%	(10,961)	-	0%	(10,961)	100%	-
<b>TOTAL TRANSFERS</b>	<b>4,334,296</b>	<b>3,253,396</b>	<b>75%</b>	<b>2,267,126</b>	<b>949,185</b>	<b>42%</b>	<b>2,267,126</b>	<b>100%</b>	<b>-</b>

FUND BALANCE	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Beginning Fund Balance	3,008,705	3,397,853	113%	3,612,014	3,870,664	107%	3,870,664	107%	258,650
Resources over Requirements	(5,575,335)	(2,780,585)	-	(4,019,448)	2,160,264	-	(1,791,207)	-	2,228,241
Net Transfers - In (Out)	4,334,296	3,253,396	75%	2,267,126	949,185	42%	2,267,126	100%	-
<b>TOTAL FUND BALANCE</b>	<b>\$ 1,767,666</b>	<b>\$ 3,870,664</b>	<b>219%</b>	<b>\$ 1,859,692</b>	<b>\$ 6,980,113</b>	<b>375%</b>	<b>\$ 4,346,583</b>	<b>234%</b>	<b>\$2,486,891</b>

- A** Additional funds received for Aid & Assist (\$167K). Other small fluctuations in service element dollars
- B** Increased OHP enrollment is resulting in higher than budgeted OHP Capitation payments and less than budgeted CCBHC State Grant revenues
- C** A high vacancy rate and reduction in services is leading to less than budgeted fee for services
- D** Projections include an extension of unspent funds for the Crisis Program's Bureau of Justice Assistance and SAMHSA CCBHC Expansion grants
- E** Carryforward of unspent FY21 COHC Crisis Services Grant and Choice Model funds. Also includes unbudgeted 2020 Q1 COHC Covid QIM funds.
- F** Medicaid services tracking lower than budget
- G** Medicare services tracking higher than budgeted
- H** Personnel projections based on year to date vacancy savings and assume 6% moving forward



# Budget to Actuals Report

## Health Services - Public Health - Fund 274

FY22 YTD November 30, 2021 (unaudited)

12/20/2021 Item #15.

**41.7%**  
Year Complete

RESOURCES	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
State Grant	4,808,755	4,949,143	103%	4,552,263	1,660,735	36%	5,372,313	118%	820,050
State Miscellaneous	1,306,276	1,860,543	142%	2,194,822	1,403,673	64%	2,203,158	100%	8,336
Environmental Health Fees	1,091,652	1,106,707	101%	1,086,019	77,302	7%	1,171,820	108%	85,801
Local Grants	1,741,297	2,112,608	121%	843,783	851,648	101%	1,093,697	130%	249,914
Vital Records	237,296	317,189	134%	280,000	116,098	41%	336,163	120%	56,163
Other	23,975	17,952	75%	192,656	21,277	11%	156,010	81%	(36,646)
State Shared- Family Planning	155,000	146,074	94%	152,634	49,926	33%	119,822	79%	(32,812)
Federal Grants	297,609	289,822	97%	139,017	41,560	30%	139,486	100%	469
Patient Fees	150,695	100,848	67%	96,300	42,525	44%	102,148	106%	5,848
OHP Fee for Service	-	-	-	-	4,288	-	10,292	-	10,292
State - Medicaid/Medicare	952,220	882,600	93%	843,050	269,603	32%	648,018	77%	(195,032)
<b>TOTAL RESOURCES</b>	<b>10,764,775</b>	<b>11,783,485</b>	<b>109%</b>	<b>10,380,544</b>	<b>4,538,635</b>	<b>44%</b>	<b>11,352,927</b>	<b>109%</b>	<b>972,383</b>

REQUIREMENTS	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Administration Allocation	2,210,805	2,210,805	100%	2,639,066	600,435	23%	2,639,066	100%	-
Personnel Services	8,647,397	8,165,103	94%	10,274,178	3,749,291	36%	10,198,737	99%	75,441
Materials and Services	3,533,345	3,354,111	95%	3,208,765	1,000,359	31%	3,102,082	97%	106,683
Capital Outlay	14,200	25,542	180%	76,000	-	0%	76,000	100%	-
<b>TOTAL REQUIREMENTS</b>	<b>14,405,747</b>	<b>13,755,560</b>	<b>95%</b>	<b>16,198,009</b>	<b>5,350,085</b>	<b>33%</b>	<b>16,015,885</b>	<b>99%</b>	<b>182,124</b>

TRANSFERS	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Transfers In- General Fund	3,436,593	3,436,593	100%	3,631,081	1,549,974	43%	3,631,081	100%	-
Transfers In - TRT	406,646	406,646	100%	444,417	185,170	42%	444,417	100%	-
Transfers In- OHP Mental Health	81,686	81,686	100%	-	-	-	-	-	-
<b>TOTAL TRANSFERS</b>	<b>3,924,925</b>	<b>3,924,925</b>	<b>100%</b>	<b>4,075,498</b>	<b>1,735,144</b>	<b>43%</b>	<b>4,075,498</b>	<b>100%</b>	<b>-</b>

FUND BALANCE	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Beginning Fund Balance	997,019	1,096,520	110%	2,869,932	3,049,370	106%	3,049,370	106%	179,438
Resources over Requirements	(3,640,972)	(1,972,075)	-	(5,817,465)	(811,451)	-	(4,662,958)	-	1,154,507
Net Transfers - In (Out)	3,924,925	3,924,925	100%	4,075,498	1,735,144	43%	4,075,498	100%	-
<b>TOTAL FUND BALANCE</b>	<b>\$ 1,280,972</b>	<b>\$ 3,049,370</b>	<b>238%</b>	<b>\$ 1,127,965</b>	<b>\$ 3,973,063</b>	<b>352%</b>	<b>\$ 2,461,910</b>	<b>218%</b>	<b>\$ 1,333,945</b>

- A** Revenue over budget primarily due to additional state funds in Tobacco Prevention (\$117K), Oregon Mothers Care (\$86K) and WIC (\$63K), Public Health Modernization (\$507K) as well as carryforward of unspent funds from Emergency Preparedness (\$36K)
- B** Environmental Health Fee projections updated based on 2022 prepared billing statements
- C** Includes unbudgeted 2020 Q1 COHC Covid QIM funds (\$210K)
- D** Medicare services tracking lower than budgeted
- E** Personnel projections based on year to date vacancy savings and assume 3% moving forward



# Budget to Actuals Report

## Community Development - Fund 295

FY22 YTD November 30, 2021 (unaudited)

12/20/2021 Item #15.

**41.7%**  
Year Complete

RESOURCES	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Admin - Operations	137,450	152,710	111%	138,716	57,811	42%	144,716	104%	6,000
Code Compliance	722,028	783,094	108%	842,906	442,458	52%	988,906	117%	146,000
Building Safety	3,362,450	3,921,591	117%	3,819,940	1,838,707	48%	4,103,940	107%	284,000
Electrical	720,600	915,357	127%	914,750	431,606	47%	952,600	104%	37,850
Environmental On-Site	867,700	1,118,994	129%	1,056,678	360,300	34%	1,056,678	100%	-
Current Planning	1,738,304	2,054,192	118%	1,980,521	845,368	43%	2,144,811	108%	164,290
Long Range Planning	703,194	741,514	105%	826,806	417,325	50%	916,675	111%	89,869
<b>TOTAL RESOURCES</b>	<b>8,251,726</b>	<b>9,687,451</b>	<b>117%</b>	<b>9,580,316</b>	<b>4,393,575</b>	<b>46%</b>	<b>10,308,325</b>	<b>108%</b>	<b>728,009</b>

REQUIREMENTS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Admin - Operations	2,818,748	2,740,077	97%	3,137,795	1,245,162	40%	3,067,654	98%
Code Compliance	568,320	539,584	95%	617,012	237,071	38%	598,318	97%	18,694
Building Safety	1,867,662	1,768,376	95%	2,284,444	853,784	37%	2,136,437	94%	148,007
Electrical	524,979	487,253	93%	556,531	228,764	41%	549,631	99%	6,900
Environmental On-Site	634,452	639,025	101%	765,935	232,033	30%	716,743	94%	49,192
Current Planning	1,479,294	1,465,772	99%	1,769,333	661,003	37%	1,704,876	96%	64,457
Long Range Planning	580,687	446,049	77%	847,839	216,483	26%	736,839	87%	111,000
<b>TOTAL REQUIREMENTS</b>	<b>8,474,142</b>	<b>8,086,137</b>	<b>95%</b>	<b>9,978,889</b>	<b>3,674,299</b>	<b>37%</b>	<b>9,510,498</b>	<b>95%</b>	<b>468,391</b>

TRANSFERS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Transfers In - General Fund	100,000	-	0%	290,000	107,965	37%	290,000	100%
Transfers In - CDD Electrical Reserve	93,264	-	0%	-	-	-	-	-	-
Transfers Out	(100,518)	(100,518)	100%	(99,360)	(41,385)	42%	(99,360)	100%	-
Transfers Out - CDD Reserve	(148,226)	(1,004,480)	678%	(461,262)	(422,185)	92%	(979,162)	212%	(517,900)
<b>TOTAL TRANSFERS</b>	<b>(55,480)</b>	<b>(1,104,998)</b>	<b>999%</b>	<b>(270,622)</b>	<b>(355,605)</b>	<b>131%</b>	<b>(788,522)</b>	<b>291%</b>	<b>(517,900)</b>

FUND BALANCE	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Beginning Fund Balance	1,012,694	1,253,356	124%	1,432,367	1,749,673	122%	1,749,673	122%
Resources over Requirements	(222,416)	1,601,315	-	(398,573)	719,276	-	797,827	-	1,196,400
Net Transfers - In (Out)	(55,480)	(1,104,998)	-	(270,622)	(355,605)	-	(788,522)	-	(517,900)
<b>TOTAL FUND BALANCE</b>	<b>\$ 734,798</b>	<b>\$ 1,749,673</b>	<b>238%</b>	<b>\$ 763,172</b>	<b>\$ 2,113,344</b>	<b>277%</b>	<b>\$ 1,758,978</b>	<b>230%</b>	<b>\$995,806</b>

- A** YTD revenue collection is higher than anticipated due to increased building valuations
- B** YTD revenue collection is higher than anticipated due to permitting volume and increased building valuations
- C** Projections reflect unfilled FTE
- E** Transfer out projection increased as Building Safety and Electrical revenues are anticipated to be higher than budget as well as underspending due to unfilled positions



# Budget to Actuals Report

## Road - Fund 325

FY22 YTD November 30, 2021 (unaudited)

12/20/2021 Item #15.

**41.7%**  
Year Complete

RESOURCES	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Motor Vehicle Revenue	14,810,507	17,342,054	117%	17,485,000	8,231,974	47%	17,485,000	100%	-
Federal - PILT Payment	1,690,574	2,061,977	122%	2,096,751	2,195,918	105%	2,195,918	105%	99,167 <sup>A</sup>
Other Inter-fund Services	1,114,070	1,198,004	108%	1,221,632	149,020	12%	1,221,632	100%	-
Forest Receipts	723,085	660,298	91%	627,207	-	0%	627,207	100%	-
Cities-Bend/Red/Sis/La Pine	385,000	627,694	163%	560,000	161,329	29%	560,000	100%	-
Sale of Equip & Material	396,000	333,109	84%	449,150	112,089	25%	449,150	100%	-
Miscellaneous	54,000	73,562	136%	67,340	24,941	37%	67,340	100%	-
Mineral Lease Royalties	60,000	51,642	86%	60,000	1,427	2%	60,000	100%	-
Interest on Investments	114,000	65,094	57%	59,109	23,886	40%	58,720	99%	(389)
Assessment Payments (P&I)	8,000	24,578	307%	3,460	2,257	65%	3,460	100%	-
Federal Reimbursements	1,325,874	1,093,866	83%	-	-	-	-	-	-
State Miscellaneous	-	7,048	-	-	-	-	-	-	-
<b>TOTAL RESOURCES</b>	<b>20,681,110</b>	<b>23,538,925</b>	<b>114%</b>	<b>22,629,649</b>	<b>10,902,841</b>	<b>48%</b>	<b>22,728,427</b>	<b>100%</b>	<b>98,778</b>

REQUIREMENTS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Personnel Services	6,709,180	6,422,847	96%	6,916,229	2,759,909	40%	6,765,282	98%
Materials and Services	7,753,525	6,065,466	78%	7,843,400	2,956,022	38%	7,816,213	100%	27,187 <sup>C</sup>
Capital Outlay	50,500	17,944	36%	264,500	63,960	24%	264,500	100%	-
<b>TOTAL REQUIREMENTS</b>	<b>14,513,205</b>	<b>12,506,257</b>	<b>86%</b>	<b>15,024,128</b>	<b>5,779,891</b>	<b>38%</b>	<b>14,845,994</b>	<b>99%</b>	<b>178,134</b>

TRANSFERS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Transfers Out	(6,683,218)	(6,683,218)	100%	(11,757,547)	(2,213,525)	19%	(11,757,547)	100%
<b>TOTAL TRANSFERS</b>	<b>(6,683,218)</b>	<b>(6,683,218)</b>	<b>100%</b>	<b>(11,757,547)</b>	<b>(2,213,525)</b>	<b>19%</b>	<b>(11,757,547)</b>	<b>100%</b>	<b>-</b>

FUND BALANCE	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Beginning Fund Balance	2,695,786	4,217,071	156%	6,383,832	8,566,521	134%	8,566,521	134%
Resources over Requirements	6,167,905	11,032,669	-	7,605,521	5,122,950	-	7,882,433	-	276,912
Net Transfers - In (Out)	(6,683,218)	(6,683,218)	-	(11,757,547)	(2,213,525)	-	(11,757,547)	-	-
<b>TOTAL FUND BALANCE</b>	<b>\$ 2,180,473</b>	<b>\$ 8,566,521</b>	<b>393%</b>	<b>\$ 2,231,806</b>	<b>\$ 11,475,946</b>	<b>514%</b>	<b>\$ 4,691,407</b>	<b>210%</b>	<b>\$2,459,601</b>

- A** Actual payment higher than budget
- B** Projected Personnel savings based on FY22 savings to date
- C** Savings in seasonal employees due to fewer workers available



# Budget to Actuals Report

## Adult P&P - Fund 355

FY22 YTD November 30, 2021 (unaudited)

12/20/2021 Item #15.

**41.7%**  
Year Complete

RESOURCES	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
DOC Grant in Aid SB 1145	4,621,780	4,621,782	100%	4,202,885	1,155,445	27%	4,734,453	113%	531,568
CJC Justice Reinvestment	797,504	793,044	99%	781,597	-	0%	871,753	112%	90,156
DOC Measure 57	239,005	264,005	110%	255,545	-	0%	244,606	96%	(10,939)
Probation Supervision Fees	170,000	189,458	111%	170,000	3,606	2%	3,607	2%	(166,393)
State Miscellaneous	-	17,988		138,000	7,575	5%	123,453	89%	(14,547)
DOC-Family Sentence Alt	-	-		118,250	-	0%	59,250	50%	(59,000)
Interfund- Sheriff	50,000	55,000	110%	50,000	22,917	46%	50,000	100%	-
Gen Fund/Crime Prevention	50,000	50,000	100%	50,000	-	0%	50,000	100%	-
Interest on Investments	37,700	43,276	115%	45,193	7,816	17%	22,450	50%	(22,743)
Oregon BOPPPS	-	-		24,281	-	0%	24,281	100%	-
Electronic Monitoring Fee	10,000	3,973	40%	2,500	236	9%	300	12%	(2,200)
Probation Work Crew Fees	2,000	600	30%	1,500	-	0%	-	0%	(1,500)
Miscellaneous	1,000	1,044	104%	500	245	49%	500	100%	-
State Subsidy	16,298	-	0%	-	-		-		-
<b>TOTAL RESOURCES</b>	<b>5,995,287</b>	<b>6,040,170</b>	<b>101%</b>	<b>5,840,250</b>	<b>1,197,840</b>	<b>21%</b>	<b>6,184,652</b>	<b>106%</b>	<b>344,402</b>

REQUIREMENTS	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Personnel Services	5,157,473	4,950,715	96%	5,379,503	2,030,038	38%	4,877,013	91%	502,490
Materials and Services	1,923,795	1,414,886	74%	1,700,412	511,938	30%	1,658,506	98%	41,906
<b>TOTAL REQUIREMENTS</b>	<b>7,081,268</b>	<b>6,365,601</b>	<b>90%</b>	<b>7,079,915</b>	<b>2,541,977</b>	<b>36%</b>	<b>6,535,519</b>	<b>92%</b>	<b>544,396</b>

TRANSFERS	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Transfers In- General Funds	285,189	285,189	100%	662,046	325,850	49%	662,046	100%	-
Transfer to Vehicle Maint	(97,693)	(97,693)	100%	(190,974)	(79,573)	42%	(190,974)	100%	-
<b>TOTAL TRANSFERS</b>	<b>187,496</b>	<b>187,496</b>	<b>100%</b>	<b>471,072</b>	<b>246,277</b>	<b>52%</b>	<b>471,072</b>	<b>100%</b>	<b>-</b>

FUND BALANCE	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Beginning Fund Balance	2,714,814	3,119,990	115%	2,739,775	2,982,055	109%	2,982,055	109%	242,280
Resources over Requirements	(1,085,981)	(325,431)		(1,239,665)	(1,344,136)		(350,867)		888,798
Net Transfers - In (Out)	187,496	187,496		471,072	246,277		471,072		-
<b>TOTAL FUND BALANCE</b>	<b>\$ 1,816,329</b>	<b>\$ 2,982,055</b>	<b>164%</b>	<b>\$ 1,971,182</b>	<b>\$ 1,884,195</b>	<b>96%</b>	<b>\$ 3,102,260</b>	<b>157%</b>	<b>\$1,131,078</b>

- A** State Dept. of Corrections and related allocations were approved at higher levels than budgeted
- B** State Dept. of Corrections and related allocations were approved at lower levels than budgeted
- C** State law terminates probation supervision related fees as of 1/1/22. The department ceased collection on 7/1/21 and Dept of Revenue has closed any preexisting garnished accounts.
- D** Criminal Justice Commission Adult Treatment Court final grant award was less than budgeted
- E** Final payments from electronic monitoring clients prior to when the division shifted to a contract program received and Dept of Revenue has closed any garnished accounts
- F** Projected Personnel savings based on FY22 average vacancy rate of 8.7%
- G** Projected underspending based on FY22 trends





# Budget to Actuals Report

## Road CIP - Fund 465

FY22 YTD November 30, 2021 (unaudited)

12/20/2021 Item #15.

**41.7%**  
Year Complete

RESOURCES	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
State Miscellaneous	2,258,100	2,670,996	118%	2,191,461	-	0%	2,191,461	100%	-
Interest on Investments	209,700	271,831	130%	279,729	54,827	20%	149,260	53%	(130,469)
<b>TOTAL RESOURCES</b>	<b>2,467,800</b>	<b>2,942,827</b>	<b>119%</b>	<b>2,471,190</b>	<b>54,827</b>	<b>2%</b>	<b>2,340,721</b>	<b>95%</b>	<b>(130,469)</b>

REQUIREMENTS	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Materials and Services	158,465	158,465	100%	109,870	45,779	42%	109,870	100%	-
Capital Outlay	19,877,585	11,583,557	58%	29,612,821	4,707,718	16%	27,896,613	94%	1,716,208 <sup>A</sup>
<b>TOTAL REQUIREMENTS</b>	<b>20,036,050</b>	<b>11,742,022</b>	<b>59%</b>	<b>29,722,691</b>	<b>4,753,497</b>	<b>16%</b>	<b>28,006,483</b>	<b>94%</b>	<b>1,716,208<sup>A</sup></b>

TRANSFERS	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Transfers In	7,517,657	6,819,612	91%	12,193,917	-	0%	12,193,917	100%	-
<b>TOTAL TRANSFERS</b>	<b>7,517,657</b>	<b>6,819,612</b>	<b>91%</b>	<b>12,193,917</b>	<b>-</b>	<b>0%</b>	<b>12,193,917</b>	<b>100%</b>	<b>-</b>

FUND BALANCE	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Beginning Fund Balance	23,154,407	25,512,586	110%	20,374,044	23,533,004	116%	23,533,004	116%	3,158,960
Resources over Requirements	(17,568,250)	(8,799,195)		(27,251,501)	(4,698,671)		(25,665,762)		1,585,739
Net Transfers - In (Out)	7,517,657	6,819,612		12,193,917	-		12,193,917		-
<b>TOTAL FUND BALANCE</b>	<b>\$ 13,103,814</b>	<b>\$ 23,533,004</b>	<b>180%</b>	<b>\$ 5,316,460</b>	<b>\$ 18,834,333</b>	<b>354%</b>	<b>\$ 10,061,159</b>	<b>189%</b>	<b>\$ 4,744,699</b>

<sup>A</sup> Updated based on anticipated completion of projects in FY22 coming in under budget or delayed to FY23



# Budget to Actuals Report

## Road CIP (Fund 465) - Capital Outlay Summary by Project

FY22 YTD November 30, 2021 (unaudited)

41.7%

Year Completed

12/20/2021 Item #15.

	Fiscal Year 2022					
	Budget	Actuals	%	Projection	%	\$ Variance
Tumalo Res Rd: OB Riley to Bailey Rd	\$ -	-		\$ -		\$ -
Skyliers Road	-	-		-		-
Sisemore Bridge	-	-		-		-
ARTS Project	-	-		-		-
Terrebonne Refinement Plan	10,000,000	-	0%	10,000,000	100%	-
S. Canal / Helmholtz Way	-	-		-		-
Tumalo Road / Tumalo Place	-	67,998		74,265		(74,265)
Old Bend Rdm/Tumalo Rd Inter	-	16,907		16,907		(16,907)
NE Negus and 17TH	2,363,532	1,413,795	60%	2,274,311	96%	89,221
Hunnel Rd: Loco Rd to Tumalo Rd	2,168,940	5,829	0%	964,710	44%	1,204,230
Cascade Lakes Hwy Bike Facilities	-	-		-		-
Transportation System Plan Update	108,510	32,908	30%	159,515	147%	(51,005)
US 97 Bend North Corridor	-	-		-		-
Gribbling Rd Bridge	279,575	-	0%	151,200	54%	128,375
Paving Fyrear Rd	-	-		-		-
Paving of S. Century Dr	-	-		-		-
Terrebonne Wastewater Feasibility St.	-	22,777		37,777		(37,777)
Rickard Rd: Groff Rd to US 20	1,716,142	1,304,116	76%	1,483,692	86%	232,450
Paving Powell Butte Hwy	931,140	1,319,374	142%	1,319,612	142%	(388,472)
Smith Rock Way Bridge Replace	505,000	253	0%	185,000	37%	320,000
Deschutes Mkt Rd/Hamehook Round	671,000	30,279	5%	371,000	55%	300,000
US 97: S. Century Dr to USFS Boundry	-	-		-		-
Johnson Rd Curve Warning Signs	-	-		-		-
Speed Feedback Sign Installation	-	-		-		-
Paving Cottonwood: Us 97 To BSNF RR	618,144	493,232	80%	527,786	85%	90,358
Paving Desch Mkt Rd: Yeoman Hamehoo	310,838	-	0%	310,838	100%	-
Paving Alfalfa Mkt Rd: Mp 4 Dodds	265,000	-	0%	265,000	100%	-
Paving Of Hamby Rd: Us 20 To Butler	200,000	-	0%	200,000	100%	-
Powell Butte Hwy/Butler Market RB	150,000	-	0%	150,000	100%	-
Wilcox Ave Bridge #2171-03 Replacem	100,000	-	0%	100,000	100%	-
US 20: Cook Ave/OB Riley Rd (Tumalo	6,700,000	-	0%	6,700,000	100%	-
Slurry Seal 2021	-	-		-		-
US 20: Tumalo Multi-Use Path Crossing	1,250,000	-		1,250,000	100%	-
Highway Warning Systems 2021	-	250		50,000		(50,000)
Guardrail Improvements	100,000	-	0%	100,000	100%	-
Redmond District Local Roads	500,000	-		500,000	100%	-
Bend District Local Roads	500,000	-	0%	500,000	100%	-
City of LaPine Local Roads	-	-		-		-
Sidewalk Ramp Improvements	75,000	-	0%	75,000	100%	-
Signage Improvements	100,000	-	0%	130,000	130%	(30,000)
<b>TOTAL CAPITAL</b>	<b>\$ 29,612,821</b>	<b>4,707,718</b>	<b>16%</b>	<b>\$ 27,896,613</b>	<b>94%</b>	<b>\$ 1,716,208</b>





# Budget to Actuals Report

## Solid Waste - Fund 610

FY22 YTD November 30, 2021 (unaudited)

12/20/2021 Item #15.

**41.7%**  
Year Complete

RESOURCES	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Franchise Disposal Fees	6,630,625	6,764,888	102%	7,124,000	2,957,104	42%	7,124,000	100%	- A
Private Disposal Fees	2,491,617	2,985,124	120%	2,827,000	1,496,139	53%	2,827,000	100%	- A
Commercial Disp. Fee	2,319,792	2,830,984	122%	2,686,000	1,290,493	48%	2,686,000	100%	- A
Yard Debris	216,761	301,824	139%	300,000	142,522	48%	300,000	100%	- B
Franchise 3% Fees	280,000	389,402	139%	290,000	108,539	37%	290,000	100%	- C
Miscellaneous	88,096	102,595	116%	55,000	34,677	63%	55,000	100%	-
Interest	23,700	42,794	181%	41,599	14,170	34%	37,940	91%	(3,659)
Special Waste	15,000	34,292	229%	15,000	32,182	215%	40,000	267%	25,000 D
Recyclables	12,000	11,180	93%	12,000	6,635	55%	12,000	100%	-
Leases	1	1	100%	1	-	0%	1	100%	-
Equip & Material	-	200		-	-		-		-
<b>TOTAL RESOURCES</b>	<b>12,077,592</b>	<b>13,463,285</b>	<b>111%</b>	<b>13,350,600</b>	<b>6,082,461</b>	<b>46%</b>	<b>13,371,941</b>	<b>100%</b>	<b>21,341</b>

REQUIREMENTS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Personnel Services	2,518,594	2,510,986	100%	2,754,132	1,063,869	39%	2,754,132	100%
Materials and Services	5,227,119	4,705,435	90%	5,651,103	1,854,620	33%	5,651,103	100%	-
Capital Outlay	162,500	29,523	18%	53,141	37,567	71%	91,305	172%	(38,164) E
Debt Service	945,000	861,354	91%	1,251,615	271,269	22%	1,251,615	100%	-
<b>TOTAL REQUIREMENTS</b>	<b>8,853,213</b>	<b>8,107,298</b>	<b>92%</b>	<b>9,709,991</b>	<b>3,227,325</b>	<b>33%</b>	<b>9,748,155</b>	<b>100%</b>	<b>(38,164)</b>

TRANSFERS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	SW Capital & Equipment Reserve	(3,684,280)	(3,684,280)	100%	(6,029,323)	(1,508,815)	25%	(6,029,323)	100%
<b>TOTAL TRANSFERS</b>	<b>(3,684,280)</b>	<b>(3,684,280)</b>	<b>100%</b>	<b>(6,029,323)</b>	<b>(1,508,815)</b>	<b>25%</b>	<b>(6,029,323)</b>	<b>100%</b>	<b>-</b>

FUND BALANCE	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Beginning Fund Balance	1,179,819	2,285,566	194%	2,972,234	3,957,273	133%	3,957,273	133%
Resources over Requirements	3,224,379	5,355,987		3,640,609	2,855,136		3,623,786		(16,823)
Net Transfers - In (Out)	(3,684,280)	(3,684,280)		(6,029,323)	(1,508,815)		(6,029,323)		-
<b>TOTAL FUND BALANCE</b>	<b>\$ 719,918</b>	<b>\$ 3,957,273</b>	<b>550%</b>	<b>\$ 583,520</b>	<b>\$ 5,303,594</b>	<b>909%</b>	<b>\$ 1,551,736</b>	<b>266%</b>	<b>\$968,216</b>

- A** Disposal tons are typically higher in summer with reductions in winter. Fiscal year-to-date actual volumes are 11% greater than prior-year-to-date, slightly exceeding the budgeted 10% increase in total disposal fees.
- B** Revenue is seasonal with higher utilization in summer months
- C** Annual fees due April 15, 2022; received year-to-date monthly installments from Republic
- D** Revenue source is unpredictable and dependent on special clean-up projects; recent large contaminated soil projects from remediation of a gas station and illegal dumping site
- E** The new 1 ton service truck and service box ordered in FY21 was rolled into FY22 due to delayed availability



# Budget to Actuals Report

## Fair & Expo - Fund 615

FY22 YTD November 30, 2021 (unaudited)

12/20/2021 Item #15.

**41.7%**  
Year Complete

RESOURCES	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Events Revenue	625,000	1,194,701	191%	578,000	215,574	37%	533,000	92%	(45,000) A
Food & Beverage	548,500	209,297	38%	513,500	186,653	36%	479,000	93%	(34,500) A
Rights & Signage	125,000	62,500	50%	105,000	-	0%	65,000	62%	(40,000)
Storage	75,000	77,897	104%	77,500	18,971	24%	84,000	108%	6,500
Horse Stall Rental	52,000	11,378	22%	71,500	48,827	68%	60,000	84%	(11,500)
Interfund Payment	30,000	226,786	756%	30,000	12,500	42%	30,000	100%	-
Camping Fee	12,500	5,630	45%	19,500	575	3%	6,000	31%	(13,500)
Interest	(2,200)	1,051	-48%	474	2,340	494%	5,730	999%	5,256
Miscellaneous	250	2,596	999%	250	1,690	676%	3,225	999%	2,975
<b>TOTAL RESOURCES</b>	<b>1,466,050</b>	<b>1,791,835</b>	<b>122%</b>	<b>1,395,724</b>	<b>487,130</b>	<b>35%</b>	<b>1,265,955</b>	<b>91%</b>	<b>(129,769)</b>

REQUIREMENTS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Personnel Services	840,704	1,031,160	123%	1,118,980	447,837	40%	1,100,575	98%
Personnel Services - F&B	165,518	165,801	100%	181,593	67,808	37%	173,737	96%	7,856 D
Materials and Services	702,149	576,528	82%	818,804	283,580	35%	751,000	92%	67,804
Materials and Services - F&B	257,600	134,431	52%	282,500	79,502	28%	183,000	65%	99,500
Debt Service	104,400	103,519	99%	103,000	56,923	55%	103,000	100%	-
<b>TOTAL REQUIREMENTS</b>	<b>2,070,371</b>	<b>2,011,440</b>	<b>97%</b>	<b>2,504,877</b>	<b>935,650</b>	<b>37%</b>	<b>2,311,312</b>	<b>92%</b>	<b>193,565</b>

TRANSFERS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Transfers In - Room Tax	650,000	899,310	138%	905,769	377,400	42%	1,144,598	126%
Transfers In - County Fair	-	-	-	150,000	150,000	100%	150,000	100%	-
Transfers In - Park Fund	30,000	30,000	100%	30,000	12,500	42%	30,000	100%	-
Transfers In - Room Tax (as needed)	25,744	25,744	100%	25,744	10,725	42%	25,744	100%	-
Transfers In - General Fund	200,000	200,000	100%	-	-	-	-	-	-
Transfers Out	(10,777)	(10,777)	100%	(310,777)	(129,490)	42%	(310,777)	100%	-
<b>TOTAL TRANSFERS</b>	<b>894,967</b>	<b>1,144,277</b>	<b>128%</b>	<b>800,736</b>	<b>421,135</b>	<b>53%</b>	<b>1,039,565</b>	<b>130%</b>	<b>238,829</b>

FUND BALANCE	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Beginning Fund Balance	364,904	(1,199)	0%	750,673	923,473	123%	923,473	123%
Resources over Requirements	(604,321)	(219,605)	-	(1,109,153)	(448,520)	-	(1,045,357)	-	63,796
Net Transfers - In (Out)	894,967	1,144,277	128%	800,736	421,135	53%	1,039,565	130%	238,829
<b>TOTAL FUND BALANCE</b>	<b>\$ 655,550</b>	<b>\$ 923,473</b>	<b>141%</b>	<b>\$ 442,256</b>	<b>\$ 896,088</b>	<b>203%</b>	<b>\$ 917,681</b>	<b>207%</b>	<b>\$475,425</b>

- A** A large last minute event cancellation reduced projected revenue; projection based on current contracted events or events that are likely to contract
- C** Projection reflects vacancy savings
- D** Projected Personnel based on savings to date
- E** Room tax revenue projected to be higher than budget



# Budget to Actuals Report

## Annual County Fair - Fund 616

FY22 YTD November 30, 2021 (unaudited)

12/20/2021 Item #15.

**41.7%**  
Year Complete

RESOURCES	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Gate Receipts	-	-		550,000	738,029	134%	738,029	134%	188,029
Concessions and Catering	-	-		385,000	526,737	137%	526,919	137%	141,919
Carnival	-	-		330,000	415,716	126%	415,717	126%	85,717
Commercial Exhibitors	-	-		110,000	85,100	77%	85,100	77%	(24,900)
Fair Sponsorship	-	-		83,500	40,525	49%	40,525	49%	(42,975)
State Grant	52,000	53,167	102%	52,000	-	0%	52,000	100%	-
R/V Camping/Horse Stall Rental	-	-		25,500	19,944	78%	19,944	78%	(5,556)
Rodeo	-	-		20,000	24,600	123%	24,600	123%	4,600
Livestock Entry Fees	-	-		4,500	-	0%	-	0%	(4,500)
Merchandise Sales	-	-		-	5,239		5,239		5,239
Interest on Investments	-	(129)	999%	-	1,242		3,570		3,570
<b>TOTAL RESOURCES</b>	<b>52,000</b>	<b>53,038</b>	<b>102%</b>	<b>1,560,500</b>	<b>1,857,132</b>	<b>119%</b>	<b>1,911,642</b>	<b>123%</b>	<b>351,142</b>

REQUIREMENTS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Personnel Services	110,000	163,282	148%	155,959	11,087	7%	98,243	63%	57,716 <sup>A</sup>
Materials and Services	17,000	26,328	155%	1,312,172	1,235,137	94%	1,312,172	100%	-
<b>TOTAL REQUIREMENTS</b>	<b>127,000</b>	<b>189,611</b>	<b>149%</b>	<b>1,468,131</b>	<b>1,246,224</b>	<b>85%</b>	<b>1,410,415</b>	<b>96%</b>	<b>57,716</b>

TRANSFERS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Transfer In - TRT 1%	75,000	75,000	100%	75,000	31,250	42%	75,000	100%	-
Transfer Out - Fair & Expo	-	-		(150,000)	(150,000)	100%	(150,000)	100%	-
<b>TOTAL TRANSFERS</b>	<b>75,000</b>	<b>75,000</b>	<b>100%</b>	<b>(75,000)</b>	<b>(118,750)</b>	<b>158%</b>	<b>(75,000)</b>	<b>100%</b>	<b>-</b>

FUND BALANCE	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Beginning Fund Balance	-	(47,461)	999%	-	(109,033)		(109,033)		(109,033)
Resources over Requirements	(75,000)	(136,573)		92,369	610,909		501,227		408,858
Net Transfers - In (Out)	75,000	75,000		(75,000)	(118,750)		(75,000)		-
<b>TOTAL FUND BALANCE</b>	<b>-</b>	<b>(\$ 109,033)</b>		<b>\$ 17,369</b>	<b>\$ 383,125</b>	<b>999%</b>	<b>\$ 317,194</b>	<b>999%</b>	<b>\$299,825</b>

<sup>A</sup> Projection reflects vacancy savings



# Budget to Actuals Report

## Annual County Fair - Fund 616

CY21 YTD November 30, 2021 (unaudited)

	Fair 2020	Fair 2021 Actuals to Date	2021 Projection
<b>RESOURCES</b>			
Gate Receipts	\$ -	\$ 738,029	\$ 738,029
Carnival	-	415,716	415,716
Commercial Exhibitors	(5,800)	315,719	315,719
Livestock Entry Fees	-	-	-
R/V Camping/Horse Stall Rental	-	19,944	19,944
Merchandise Sales	-	5,239	5,239
Concessions and Catering	-	295,093	295,093
Fair Sponsorship	(22,250)	65,125	65,125
<b>TOTAL FAIR REVENUES</b>	<b>\$ (28,050)</b>	<b>\$ 1,854,865</b>	<b>\$ 1,854,865</b>
<b>OTHER RESOURCES</b>			
State Grant	53,167	-	53,167
Interest	11	1,194	1,433
Miscellaneous	-	-	-
<b>TOTAL RESOURCES</b>	<b>\$ 25,127</b>	<b>\$ 1,856,059</b>	<b>\$ 1,909,465</b>
<b>REQUIREMENTS</b>			
Personnel	154,640	100,989	103,115
Materials & Services	85,216	1,243,727	1,252,630
<b>TOTAL REQUIREMENTS</b>	<b>\$ 239,856</b>	<b>\$ 1,344,715</b>	<b>\$ 1,355,745</b>
<b>TRANSFERS</b>			
Transfer In - TRT 1%	162,750	68,500	75,000
Transfer Out - Fair & Expo	-	(150,000)	(150,000)
<b>TOTAL TRANSFERS</b>	<b>\$ 162,750</b>	<b>\$ (81,500)</b>	<b>\$ (75,000)</b>
<b>Net Fair</b>	<b>\$ (51,979)</b>	<b>\$ 429,844</b>	<b>\$ 478,720</b>
<b>Beginning Fund Balance on Jan 1</b>	<b>\$ 3,285</b>	<b>\$ (48,694)</b>	<b>\$ (48,694)</b>
<b>Ending Balance</b>	<b>\$ (48,694)</b>	<b>\$ 381,151</b>	<b>\$ 430,026</b>

**A** The State Grant payment was received in December

**B** Projection reflects vacancy savings



# Budget to Actuals Report

## Fair & Expo Capital Reserve - Fund 617

FY22 YTD November 30, 2021 (unaudited)

12/20/2021 Item #15.

**41.7%**  
Year Complete

RESOURCES	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Interest on Investments	14,000	8,532	61%	8,544	3,020	35%	7,480	88%	(1,064)
<b>TOTAL RESOURCES</b>	<b>14,000</b>	<b>8,532</b>	<b>61%</b>	<b>8,544</b>	<b>3,020</b>	<b>35%</b>	<b>7,480</b>	<b>88%</b>	<b>(1,064)</b>

REQUIREMENTS	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Materials and Services	235,000	16,910	7%	180,000	188	0%	180,000	100%	-
Capital Outlay	166,940	73,613	44%	388,000	-	0%	388,000	100%	- <sup>A</sup>
<b>TOTAL REQUIREMENTS</b>	<b>401,940</b>	<b>90,523</b>	<b>23%</b>	<b>568,000</b>	<b>188</b>	<b>0%</b>	<b>568,000</b>	<b>100%</b>	<b>-</b>

TRANSFERS	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Transfers In - TRT 1%	453,158	385,418	85%	428,901	178,705	42%	531,256	124%	102,355
Transfers In - Fair & Expo	-	-	-	300,000	125,000	42%	300,000	100%	-
<b>TOTAL TRANSFERS</b>	<b>453,158</b>	<b>385,418</b>	<b>85%</b>	<b>728,901</b>	<b>303,705</b>	<b>42%</b>	<b>831,256</b>	<b>114%</b>	<b>102,355</b>

FUND BALANCE	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Beginning Fund Balance	1,143,224	726,169	64%	1,101,663	1,029,596	93%	1,029,596	93%	(72,067)
Resources over Requirements	(387,940)	(81,991)	-	(559,456)	2,833	-	(560,520)	-	(1,064)
Net Transfers - In (Out)	453,158	385,418	-	728,901	303,705	-	831,256	-	102,355
<b>TOTAL FUND BALANCE</b>	<b>\$ 1,208,442</b>	<b>\$ 1,029,596</b>	<b>85%</b>	<b>\$ 1,271,108</b>	<b>\$ 1,336,134</b>	<b>105%</b>	<b>\$ 1,300,332</b>	<b>102%</b>	<b>\$29,224</b>

<sup>A</sup> Capital Outlay appropriations are a placeholder should viable projects be recommended and approved for construction



# Budget to Actuals Report

## RV Park - Fund 618

FY22 YTD November 30, 2021 (unaudited)

12/20/2021 Item #15.

**41.7%**  
Year Complete

RESOURCES	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
RV Park Fees < 31 Days	400,200	620,655	155%	475,000	243,591	51%	603,950	127%	128,950
RV Park Fees > 30 Days	12,000	13,886	116%	10,500	2,921	28%	15,260	145%	4,760
Washer / Dryer	4,000	5,295	132%	5,000	2,167	43%	4,488	90%	(512)
Miscellaneous	2,250	2,679	119%	2,500	1,990	80%	3,626	145%	1,126
Vending Machines	3,000	1,229	41%	2,500	857	34%	1,507	60%	(993)
Interest on Investments	7,600	1,636	22%	2,024	278	14%	500	25%	(1,524)
Cancellation Fees	5,500	8,825	160%	-	7,856	-	13,708	-	13,708
Good Sam Membership Fee	1,500	-	0%	-	-	-	-	-	-
<b>TOTAL RESOURCES</b>	<b>436,050</b>	<b>654,204</b>	<b>150%</b>	<b>497,524</b>	<b>259,661</b>	<b>52%</b>	<b>643,039</b>	<b>129%</b>	<b>145,515</b>

REQUIREMENTS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Personnel Services	-	-	-	113,956	42	0%	38,051	33%
Materials and Services	321,402	291,093	91%	216,305	109,114	50%	279,330	129%	(63,025) <b>B</b>
Debt Service	222,500	221,874	100%	165,927	162,573	98%	165,927	100%	-
<b>TOTAL REQUIREMENTS</b>	<b>543,902</b>	<b>512,967</b>	<b>94%</b>	<b>496,188</b>	<b>271,729</b>	<b>55%</b>	<b>483,308</b>	<b>97%</b>	<b>12,880</b>

TRANSFERS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Transfers In - Park Fund	160,000	160,000	100%	160,000	160,000	100%	160,000	100%
Transfers In - TRT Fund	25,000	20,000	80%	20,000	8,330	42%	20,000	100%	-
Transfer Out - RV Reserve	(621,628)	(549,173)	88%	(132,042)	(55,015)	42%	(132,042)	100%	-
<b>TOTAL TRANSFERS</b>	<b>(436,628)</b>	<b>(369,173)</b>	<b>85%</b>	<b>47,958</b>	<b>113,315</b>	<b>236%</b>	<b>47,958</b>	<b>100%</b>	<b>-</b>

FUND BALANCE	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Beginning Fund Balance	587,992	227,936	39%	-	-	-	-	-
Resources over Requirements	(107,852)	141,237	-	1,336	(12,068)	-	159,731	-	158,395
Net Transfers - In (Out)	(436,628)	(369,173)	-	47,958	113,315	-	47,958	-	-
<b>TOTAL FUND BALANCE</b>	<b>\$ 43,512</b>	<b>-</b>	<b>0%</b>	<b>\$ 49,294</b>	<b>\$ 101,247</b>	<b>205%</b>	<b>\$ 207,689</b>	<b>421%</b>	<b>\$158,395</b>

**A** New FTE added to the FY22 budget, which has not been filled; projection assumes position is filled in March

**B** M&S projected to exceed budget because of the temporary help needed until FTE is filled



# Budget to Actuals Report

## RV Park Reserve - Fund 619

FY22 YTD November 30, 2021 (unaudited)

12/20/2021 Item #15.

**41.7%**  
Year Complete

RESOURCES	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Interest on Investments	1,100	7,787	708%	7,546	2,704	36%	6,910	92%	(636)
<b>TOTAL RESOURCES</b>	<b>1,100</b>	<b>7,787</b>	<b>708%</b>	<b>7,546</b>	<b>2,704</b>	<b>36%</b>	<b>6,910</b>	<b>92%</b>	<b>(636)</b>

REQUIREMENTS	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Capital Outlay	100,000	-	0%	100,000	-	0%	20,000	20%	80,000 <sup>A</sup>
<b>TOTAL REQUIREMENTS</b>	<b>100,000</b>	<b>-</b>	<b>0%</b>	<b>100,000</b>	<b>-</b>	<b>0%</b>	<b>20,000</b>	<b>20%</b>	<b>80,000</b>

TRANSFERS	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Transfer In - RV Park Ops	621,628	549,173	88%	132,042	55,015	42%	132,042	100%	-
<b>TOTAL TRANSFERS</b>	<b>621,628</b>	<b>549,173</b>	<b>88%</b>	<b>132,042</b>	<b>55,015</b>	<b>42%</b>	<b>132,042</b>	<b>100%</b>	<b>-</b>

FUND BALANCE	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Beginning Fund Balance	490,000	497,466	102%	784,466	1,054,426	134%	1,054,426	134%	269,960
Resources over Requirements	(98,900)	7,787		(92,454)	2,704		(13,090)		79,364
Net Transfers - In (Out)	621,628	549,173		132,042	55,015		132,042		-
<b>TOTAL FUND BALANCE</b>	<b>\$ 1,012,728</b>	<b>\$ 1,054,426</b>	<b>104%</b>	<b>\$ 824,054</b>	<b>\$ 1,112,145</b>	<b>135%</b>	<b>\$ 1,173,378</b>	<b>142%</b>	<b>\$349,324</b>

<sup>A</sup> Capital Outlay appropriations are a placeholder and the full budgeted amount is not expected to be spent this year



# Budget to Actuals Report

## Risk Management - Fund 670

FY22 YTD November 30, 2021 (unaudited)

12/20/2021 Item #15.

**41.7%**  
Year Complete

RESOURCES	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Workers' Compensation	1,188,848	1,224,408	103%	1,120,766	509,542	45%	1,120,766	100%	-
General Liability	990,628	963,201	97%	944,278	391,989	42%	944,278	100%	-
Property Damage	373,698	373,548	100%	393,546	170,664	43%	393,546	100%	-
Unemployment	323,572	315,619	98%	323,572	291,760	90%	323,572	100%	A
Vehicle	218,185	222,266	102%	227,700	94,875	42%	227,700	100%	-
Interest on Investments	87,200	100,030	115%	101,111	22,161	22%	60,300	60%	(40,811)
Claims Reimbursement	50,000	39,428	79%	25,000	9,083	36%	1,200,000	999%	1,175,000
Skid Car Training	30,000	270	1%	10,000	-	0%	2,000	20%	(8,000)
Process Fee- Events/ Parades	1,500	810	54%	1,000	495	50%	1,000	100%	-
Miscellaneous	5	-	0%	-	180	-	200	-	200
Loss Prevention	10	-	0%	-	-	-	-	-	-
<b>TOTAL RESOURCES</b>	<b>3,263,646</b>	<b>3,239,580</b>	<b>99%</b>	<b>3,146,973</b>	<b>1,490,748</b>	<b>47%</b>	<b>4,273,362</b>	<b>136%</b>	<b>1,126,389</b>

REQUIREMENTS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Workers' Compensation	1,560,000	912,395	58%	1,580,000	248,538	16%	1,400,000	89%
General Liability	1,100,000	466,547	42%	1,200,000	2,185,344	182%	3,200,000	267%	(2,000,000)
Insurance Administration	584,104	408,666	70%	547,047	209,279	38%	547,047	100%	-
Property Damage	200,240	330,869	165%	300,245	273,859	91%	450,000	150%	(149,755)
Unemployment	200,000	98,978	49%	200,000	41,379	21%	200,000	100%	-
Vehicle	150,000	173,925	116%	200,000	76,950	38%	200,000	100%	-
<b>TOTAL REQUIREMENTS</b>	<b>3,794,344</b>	<b>2,391,380</b>	<b>63%</b>	<b>4,027,292</b>	<b>3,035,350</b>	<b>75%</b>	<b>5,997,047</b>	<b>149%</b>	<b>(1,969,755)</b>

TRANSFERS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Transfers Out - Vehicle Replace	(3,500)	(3,500)	100%	(3,500)	(1,455)	42%	(3,500)	100%
<b>TOTAL TRANSFERS</b>	<b>(3,500)</b>	<b>(3,500)</b>	<b>100%</b>	<b>(3,500)</b>	<b>(1,455)</b>	<b>42%</b>	<b>(3,500)</b>	<b>100%</b>	<b>-</b>

FUND BALANCE	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Beginning Fund Balance	7,000,000	8,676,750	124%	8,329,115	9,521,450	114%	9,521,450	114%
Resources over Requirements	(530,698)	848,200	-	(880,319)	(1,544,602)	-	(1,723,685)	-	(843,366)
Net Transfers - In (Out)	(3,500)	(3,500)	-	(3,500)	(1,455)	-	(3,500)	-	-
<b>TOTAL FUND BALANCE</b>	<b>\$ 6,465,802</b>	<b>\$ 9,521,450</b>	<b>147%</b>	<b>\$ 7,445,296</b>	<b>\$ 7,975,393</b>	<b>107%</b>	<b>\$ 7,794,265</b>	<b>105%</b>	<b>\$348,969</b>

- A** Unemployment collected on first \$25K of employee's salary in fiscal year
- B** Reimbursement from excess carrier for Kozoswki lawsuit payout
- C** General Liability claims paid includes the Kozoswki lawsuit payout -- part will be reimbursed by excess carrier
- D** Projection is based on YTD actuals which are high due to several vehicle crashes





# Budget to Actuals Report

## Health Benefits - Fund 675

FY22 YTD November 30, 2021 (unaudited)

12/20/2021 Item #15.

**41.7%**  
Year Complete

RESOURCES	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Internal Premium Charges	17,831,938	18,580,799	104%	18,767,900	7,830,594	42%	18,767,900	100%	-
COIC Premiums	1,600,000	1,642,789	103%	1,589,000	557,728	35%	1,589,000	100%	-
Employee Co-Pay	1,031,400	1,205,713	117%	1,200,000	506,702	42%	1,200,000	100%	-
Retiree / COBRA Premiums	1,035,000	958,664	93%	1,060,000	250,505	24%	800,000	75%	(260,000) <b>A</b>
Interest	216,200	193,598	90%	200,277	43,116	22%	115,280	58%	(84,997)
Prescription Rebates	90,000	179,184	199%	128,000	-	0%	128,000	100%	-
Claims Reimbursement & Other	80,000	1,073	1%	82,000	685,929	836%	800,000	976%	718,000 <b>B</b>
<b>TOTAL RESOURCES</b>	<b>21,884,538</b>	<b>22,761,820</b>	<b>104%</b>	<b>23,027,177</b>	<b>9,874,574</b>	<b>43%</b>	<b>23,400,180</b>	<b>102%</b>	<b>373,003</b>

REQUIREMENTS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Health Benefits	19,937,274	19,126,362	96%	19,640,847	7,175,976	37%	19,640,847	100%
Deschutes On-Site Pharmacy	2,417,092	2,972,758	123%	2,970,575	1,138,781	38%	2,970,575	100%	- <b>C</b>
Deschutes On-Site Clinic	1,101,467	1,087,809	99%	1,141,829	408,738	36%	1,141,829	100%	- <b>C</b>
Wellness	164,340	149,145	91%	171,142	75,409	44%	171,142	100%	- <b>C</b>
<b>TOTAL REQUIREMENTS</b>	<b>23,620,173</b>	<b>23,336,074</b>	<b>99%</b>	<b>23,924,393</b>	<b>8,798,904</b>	<b>37%</b>	<b>23,924,393</b>	<b>100%</b>	<b>-</b>

FUND BALANCE	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Beginning Fund Balance	15,323,729	16,101,833	105%	14,772,618	15,527,580	105%	15,527,580	105%
Resources over Requirements	(1,735,635)	(574,254)		(897,216)	1,075,670		(524,213)		373,003
Net Transfers - In (Out)	-	-		-	-		-		-
<b>TOTAL FUND BALANCE</b>	<b>\$ 13,588,094</b>	<b>\$ 15,527,580</b>	<b>114%</b>	<b>\$ 13,875,402</b>	<b>\$ 16,603,250</b>	<b>120%</b>	<b>\$ 15,003,367</b>	<b>108%</b>	<b>\$ 1,127,965</b>

- A** The journal entry to record the quarterly revenue will be entered in December; experiencing a lower collection rate as some retirees have continued on the active plan as they are working in an on-call status
- B** Stop Loss insurance reimbursements for high dollar claims; invoices are trending up due to high dollar claims, but the expected amount is unknown
- C** Amounts are paid 1 month in arrears



# Budget to Actuals Report

## 911 - Fund 705 and 710

FY22 YTD November 30, 2021 (unaudited)

12/20/2021 Item #15.

**41.7%**  
Year Complete

RESOURCES	Fiscal Year 2021			Fiscal Year 2022			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Property Taxes - Current Yr	9,113,459	9,350,147	103%	9,803,579	9,243,739	94%	9,809,150	100%	5,571
Telephone User Tax	1,106,750	1,441,364	130%	1,106,750	454,281	41%	1,106,750	100%	-
Police RMS User Fees	250,000	390,879	156%	236,576	-	0%	236,576	100%	-
User Fee	73,000	110,978	152%	233,576	4,853	2%	233,576	100%	-
Data Network Reimbursement	55,000	96,896	176%	162,000	65,069	40%	162,000	100%	-
Contract Payments	157,252	136,638	87%	147,956	16,250	11%	147,956	100%	-
Property Taxes - Prior Yr	90,000	152,893	170%	115,000	49,343	43%	115,000	100%	-
Interest	90,400	110,233	122%	96,867	25,091	26%	60,500	62%	(36,367)
State Reimbursement	83,000	131,881	159%	60,000	15,000	25%	132,000	220%	72,000
Property Taxes - Jefferson Co.	33,637	36,598	109%	38,344	34,596	90%	38,344	100%	-
Miscellaneous	12,200	121,920	999%	18,658	9,042	48%	18,658	100%	-
<b>TOTAL RESOURCES</b>	<b>11,064,698</b>	<b>12,080,426</b>	<b>109%</b>	<b>12,019,306</b>	<b>9,917,263</b>	<b>83%</b>	<b>12,060,510</b>	<b>100%</b>	<b>41,204</b>

REQUIREMENTS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Personnel Services	7,620,458	7,190,545	94%	8,005,795	3,110,117	39%	7,311,158	91%
Materials and Services	3,476,381	2,912,246	84%	3,557,212	1,194,481	34%	3,557,212	100%	-
Capital Outlay	1,480,000	431,457	29%	3,000,000	49,163	2%	3,000,000	100%	-
<b>TOTAL REQUIREMENTS</b>	<b>12,576,839</b>	<b>10,534,248</b>	<b>84%</b>	<b>14,563,007</b>	<b>4,353,761</b>	<b>30%</b>	<b>13,868,370</b>	<b>95%</b>	<b>694,637</b>

FUND BALANCE	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Beginning Fund Balance	8,341,418	9,162,894	110%	11,850,783	10,709,072	90%	10,709,072	90%
Resources over Requirements	(1,512,141)	1,546,177		(2,543,701)	5,563,502		(1,807,860)		735,841
Net Transfers - In (Out)	-	-		-	-		-		-
<b>TOTAL FUND BALANCE</b>	<b>\$ 6,829,277</b>	<b>\$ 10,709,072</b>	<b>157%</b>	<b>\$ 9,307,082</b>	<b>\$ 16,272,574</b>	<b>175%</b>	<b>\$ 8,901,212</b>	<b>96%</b>	<b>(\$405,870)</b>

- A** Current year taxes received primarily in November, February and May; actual FY21-22 TAV is 5.58% over FY20-21 vs. 5.40% budgeted
- B** Telephone maintenance reimbursements are received in a lump sum by early spring
- C** Invoices are mailed in the Spring
- D** State GIS reimbursements are received quarterly; additionally the State approved a final reimbursement for the 9-1-1 phone system
- E** Projected Personnel savings based on FY22 average vacancy rate of 9.6%



**BOARD OF  
COMMISSIONERS**

## **AGENDA REQUEST & STAFF REPORT**

**MEETING DATE:** December 20, 2021

**SUBJECT:** Mt. Bachelor Biomass Project Update

**RECOMMENDED MOTION:**

N/A

**BACKGROUND AND POLICY IMPLICATIONS:**

On October 20, 2021, representatives from Mt. Bachelor, Inc. made a presentation to the Board of County Commissioners (BOCC) regarding the proposed construction of a biomass energy facility to provide heat and snow melt for four buildings in the West Village Lodge complex.

Further review determined that the County's ability to make economic development loans is limited to very small projects; there are not sufficient loan funds available to be able to accommodate a project the size of the biomass facility.

Since then, the project sponsors have been working with other partners, including the US Forest Service, to confirm funding commitments.

Representatives from Mt. Bachelor, Inc. will provide the BOCC an update on the status of the project, partner funding commitments and potential County project funding support. A copy of their presentation is attached to this staff report.

**BUDGET IMPACTS:**

The County can enter into an agreement to finance the costs of development projects by loaning non-tax revenue to any private corporation per County Code 2.16. The County does make small development loans generally based on projects that add jobs within the county. These loans are funded by video lottery revenue (a non-tax source) and are typically in the \$20,000 to \$30,000 range. As a result, video lottery funds are not adequate to fund a project of this magnitude.

The BOCC could, however, utilize unallocated Transient Room Tax (TRT) funds for this purpose. TRT funds could be committed during this budget year, requiring approval of a separate budget adjustment, or could be included in the budget development process for next fiscal year which will begin soon after the first of the year.

**ATTENDANCE:**

- Greg Munn, Treasurer and Chief Financial Officer
- John McLeod, President/General Manager, Mt. Bachelor Inc
- Andrew Haden, President/Founder, Wisewood Energy
- Meagan Hartman, VP/Director of Business Development, Wisewood Energy

# WEST VILLAGE DISTRICT ENERGY

SHOWCASING ADVANCED WOOD ENERGY IN DESCHUTES COUNTY

Photo credit: Snowbrains



Deschutes County Board of  
County Commissioners

Bend, Oregon

December 20th, 2021

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# OUTLINE

- Project Summary
- Project Impacts
- Status Update



# West Village District Heating PROJECT SUMMARY





Mt. Bachelor spends an average **\$270,000 per year** on propane fuel and heating system maintenance – this year jumped to nearly **\$400k**



The biomass system is estimated to lower operating costs for heating by **two-thirds.**



Construction costs are estimated to be **\$6.8MM**, including high efficiency modern wood boiler



# MODERN WOOD ENERGY TECHNOLOGY



# WEST VILLAGE DISTRICT HEATING LOOP



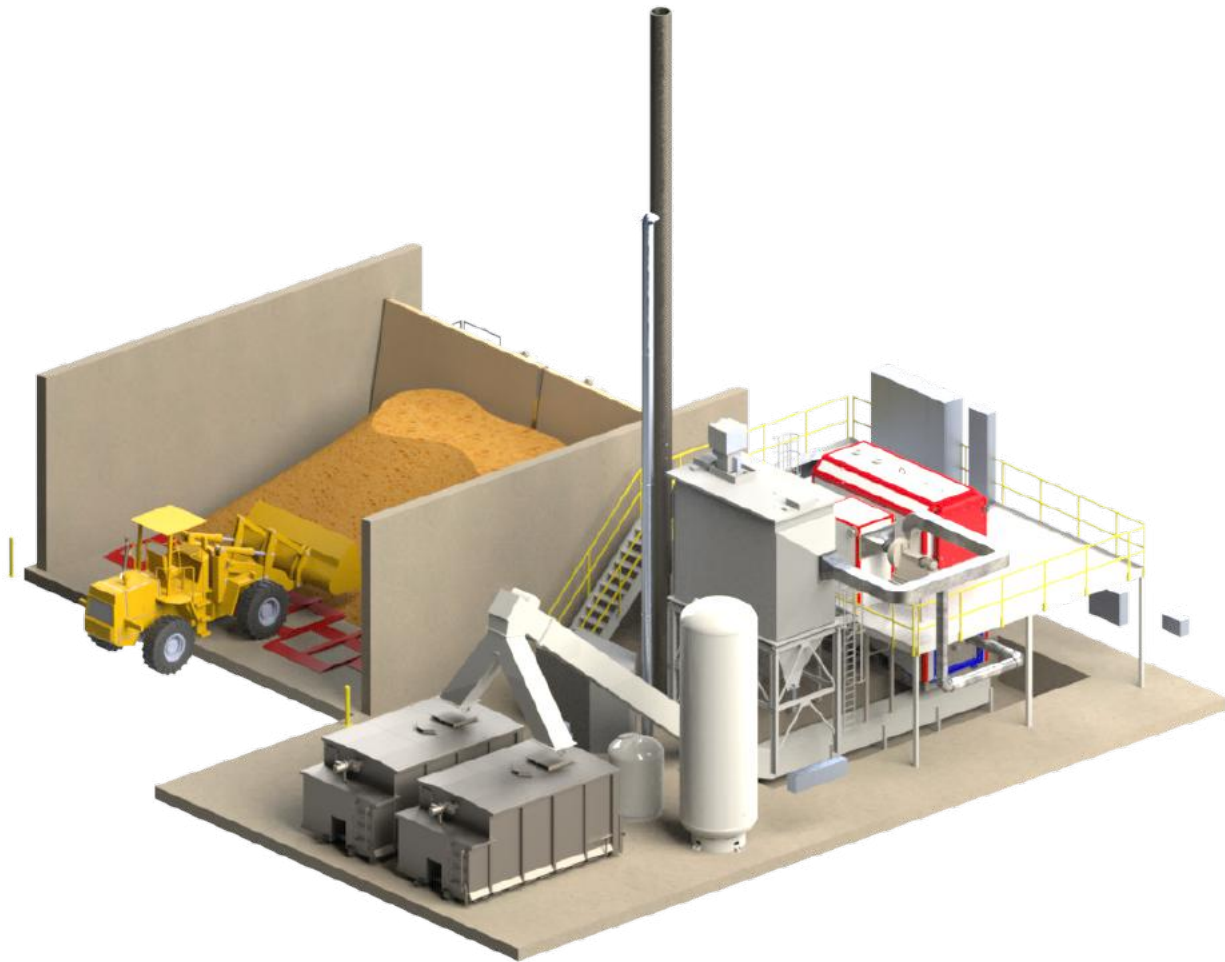
12/20/2021 Item #16.

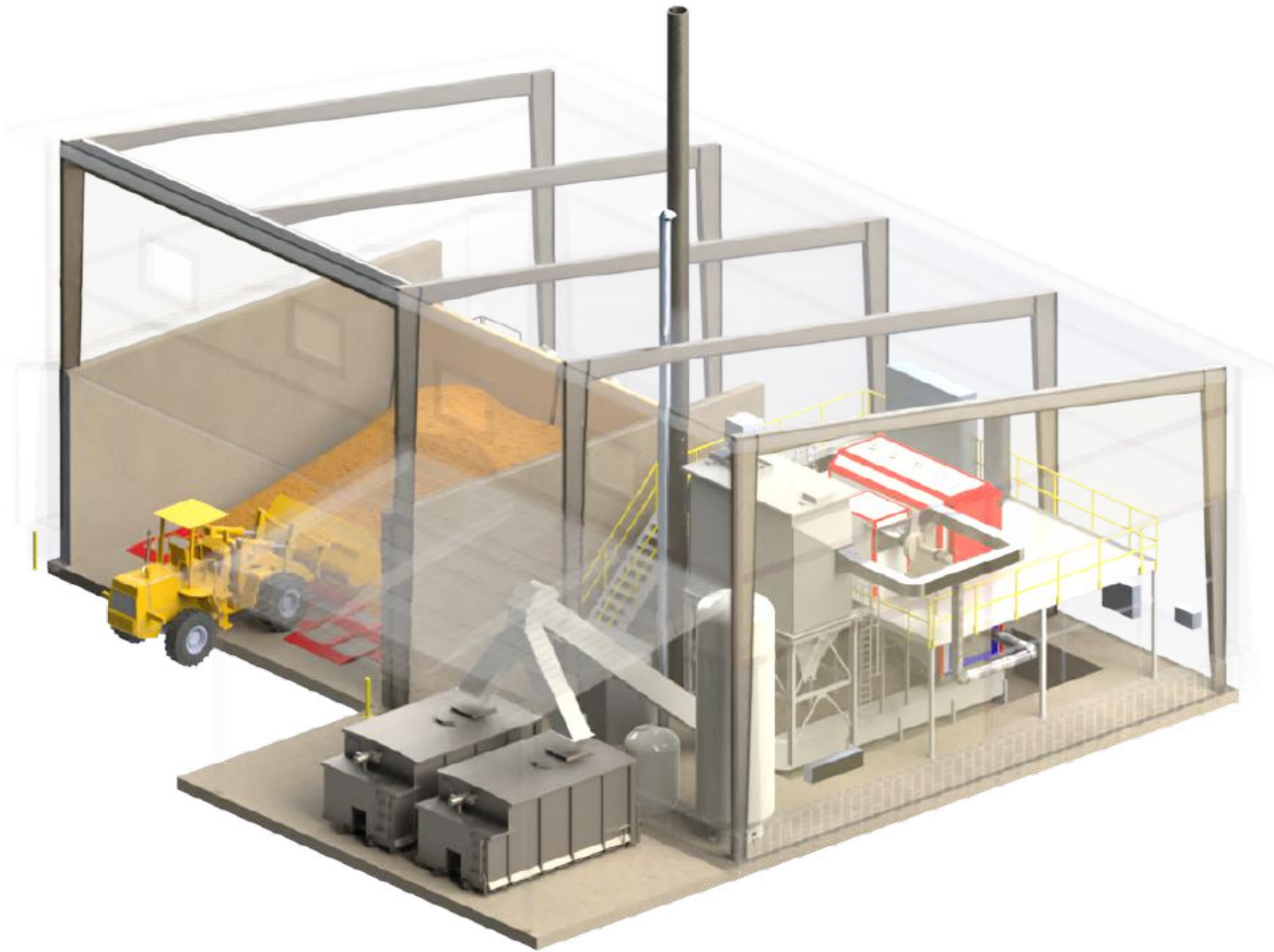


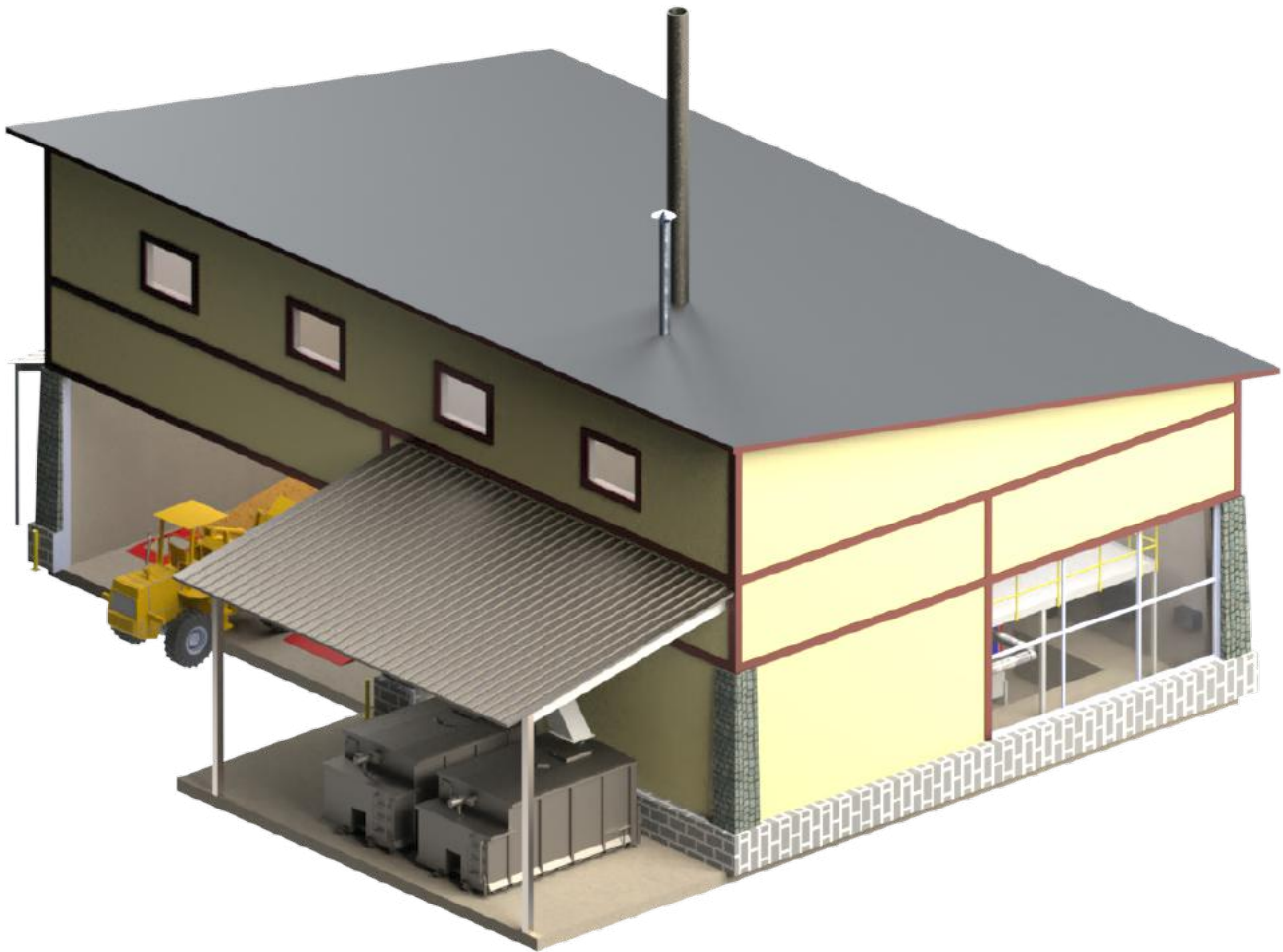


12/20/2021 Item #16.

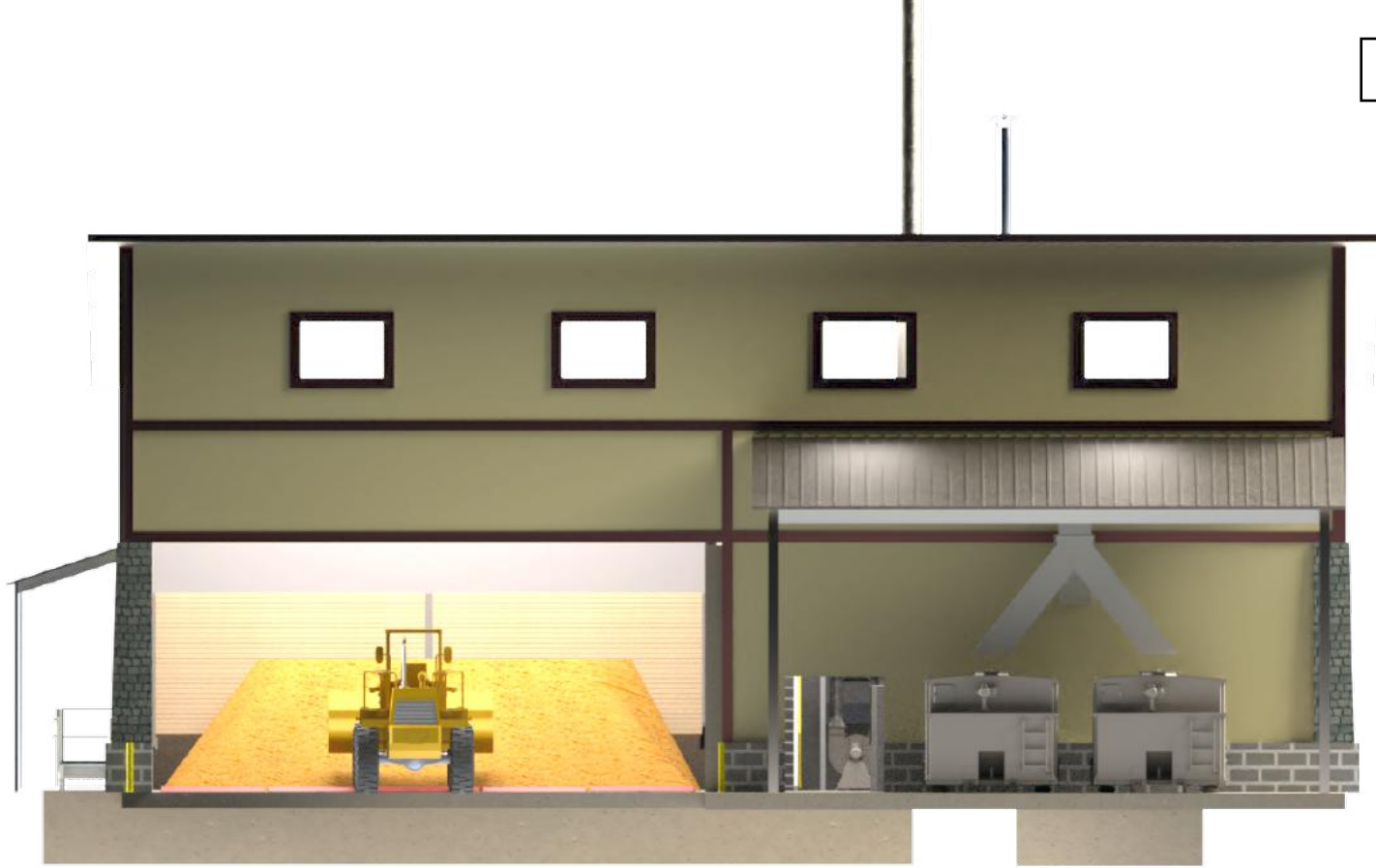




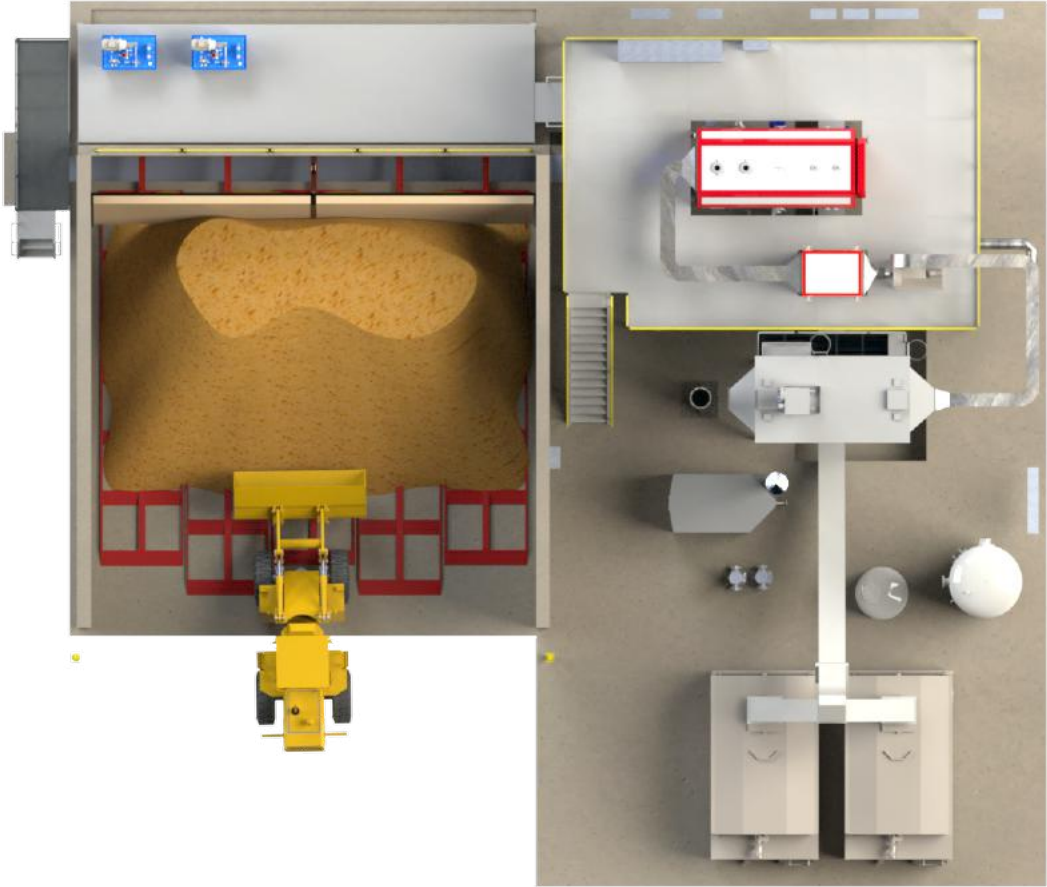




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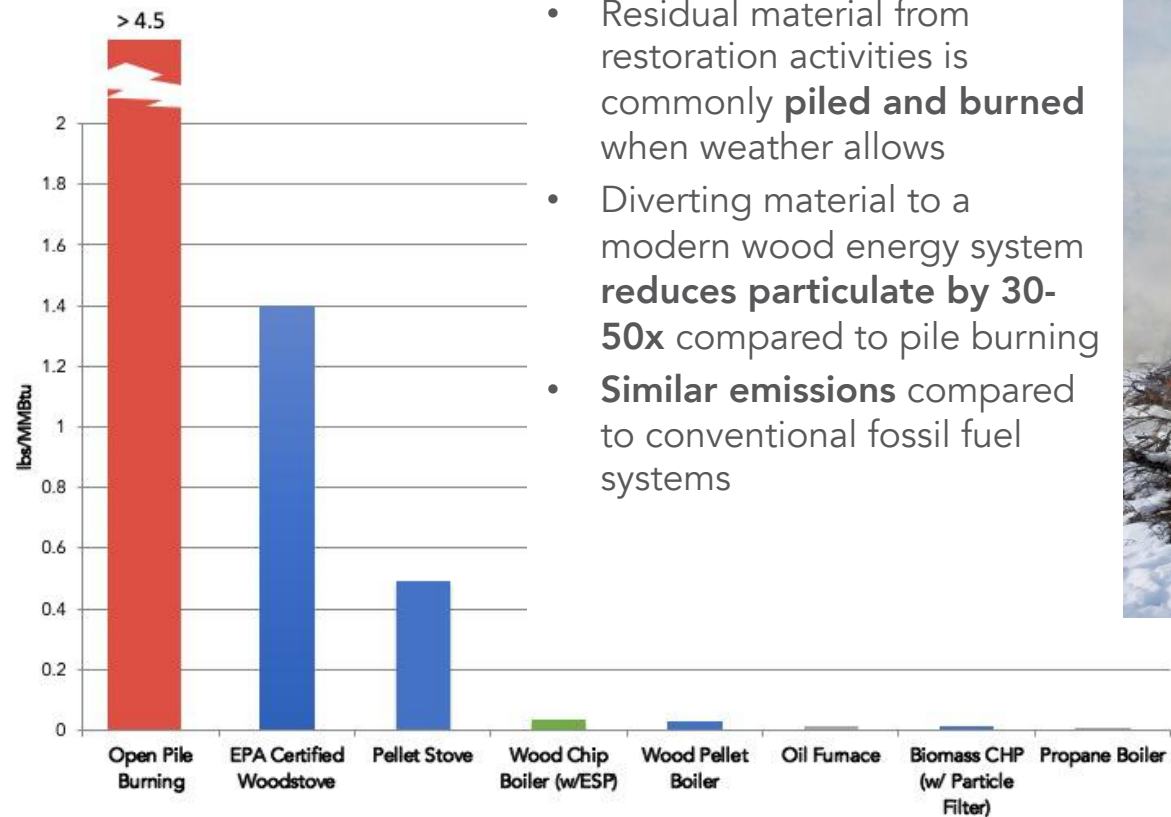
# West Village District Heating PROJECT IMPACTS

# SUSTAINABLE WOOD FUEL SUPPLY



- **Mt. Bachelor Demand**
  - Mt. Bachelor system will use approx. **1,000 tons/yr**
  - 1,000 tons = approx. **50 semi-trucks** per year
  - Wood fuel to be sourced from **forest restoration activities** in Deschutes National Forest
- **Regional Supply**
  - 1,000 tons = approx. **100 treated acres per year** in Central Oregon
  - Deschutes National Forest has NEPA-approved restoration treatments on **47,000 acres, all near Mt. Bachelor**
  - This equates to **500 years of operations** for Mt. Bachelor, even if no further management activities ever occur on the National Forest

# IMPROVE AIR QUALITY



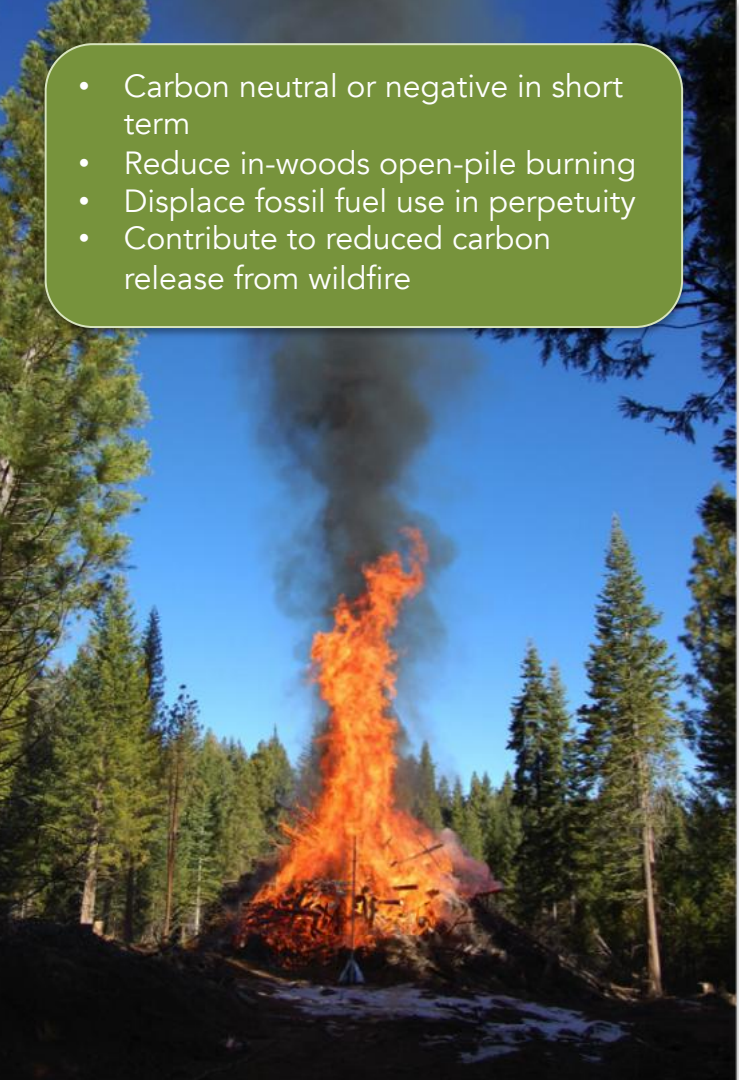
- Residual material from restoration activities is commonly **piled and burned** when weather allows
- Diverting material to a modern wood energy system **reduces particulate by 30-50x** compared to pile burning
- **Similar emissions** compared to conventional fossil fuel systems



Photos of pile burning on BLM land near Prineville, Oregon



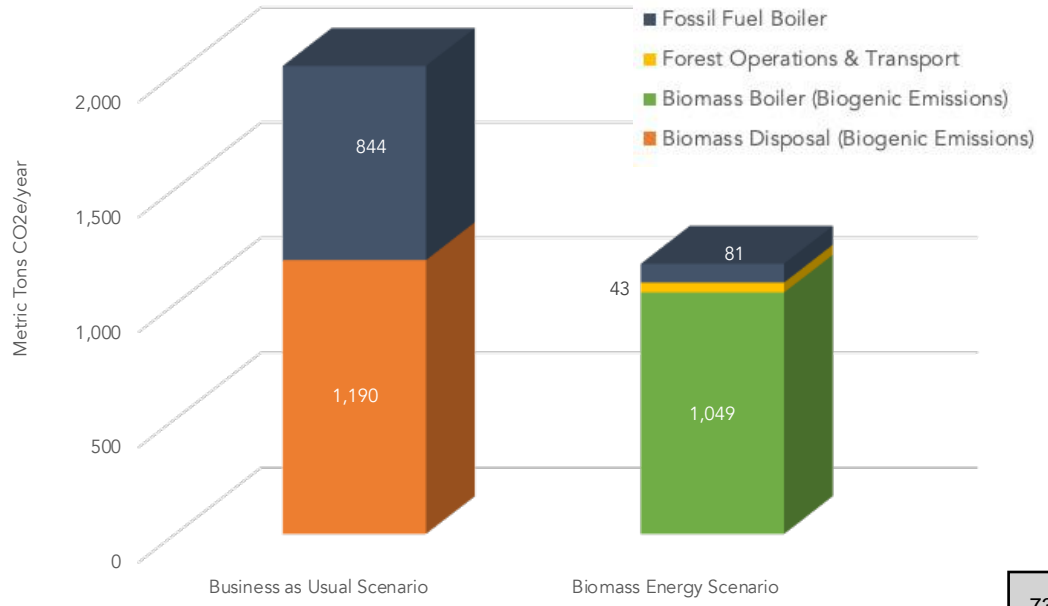
- Carbon neutral or negative in short term
- Reduce in-woods open-pile burning
- Displace fossil fuel use in perpetuity
- Contribute to reduced carbon release from wildfire



# REDUCE CARBON EMISSIONS

**Business As Usual:  
uncontrolled emissions  
+ fossil fuels**

**Biomass facility: clean,  
efficient burn using local  
resources**



Data from a representative biomass boiler system in Central Oregon

# GLOBAL TECHNOLOGY, LOCAL STORY

- Mt. Bachelor and Deschutes County will be adapting technology common among European ski towns
- Amplifies and elevates a key destination for Central Oregon visitors
- Tells a uniquely Western story of innovation to address wildfire and natural resource landscape challenges





# West Village District Heating

## STATUS UPDATE

## NEXT STEPS

- Mt. Bachelor intends to apply for USFS grant funding, deadline of 1/19/22
- Investigating loan options
- Developing implementation timeline assuming funds available Spring 2022

## OUR ASK

- \$1.5M grant for the project
- Letter of Intent to provide funds, for inclusion in USFS grant
  - *Due by 1/19/22*
  - *Caveats in letter are acceptable*





## Summary

- Modern wood heating is among the **most efficient uses** of biomass energy
- In fire-adapted regions like Central Oregon, wood energy creates **meaningful markets** for low value woody material created as a **byproduct of fire-smart forest management**
- The Mt. Bachelor project would put the ski resort and Deschutes County on the map as a **national leader in regionally-appropriate renewable energy**, likely to be followed by ski resorts elsewhere
- Funding needed to help get the project over the finish line. **County Ask: \$1.5M grant**

# THANK YOU! QUESTIONS?

**ANDREW HADEN**  
**PRESIDENT & FOUNDER**

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(503) 706-6187

**MEAGAN HARTMAN**  
**VP & DIRECTOR OF BUSINESS**  
**DEVELOPMENT**

[meagan@wisewoodenergy.com](mailto:meagan@wisewoodenergy.com)  
(503) 545-8685

**WEBSITE**

[wisewoodenergy.com](http://wisewoodenergy.com)

**WE**  
**WISEWOODENERGY**



**BOARD OF  
COMMISSIONERS**

**AGENDA REQUEST & STAFF REPORT**

**MEETING DATE:** December 20, 2021

**SUBJECT:** Acceptance of Buttes to Basins fuel reduction grant

**RECOMMENDED MOTION:**

*Move approval of County Administrator signature of document number 2021-1021, accepting the Buttes to Basins Joint Chiefs Landscape Restoration project grant funding from the Oregon Department of Forestry.*

**BACKGROUND AND POLICY IMPLICATIONS:**

*The Buttes to Basins Joint Chiefs Landscape Restoration project was developed through a cooperative effort with the Oregon Department of Forestry, the Deschutes National Forest and the Natural Resources Conservation Service. Permission to request grant funding for Deschutes County was presented and granted by the Board on October 14, 2020. The project was proposed through the federal agencies (USFS and NRCS) and was and was funded in January 2021. The Deschutes National Forest has since executed an agreement with the Oregon Department of Forestry to fund ODF and Deschutes County for fuel reduction on private lands within the landscape. This agreement allocates \$50,000 for Deschutes County's portion of the project.*

**BUDGET IMPACTS:**

*\$50,000 in both revenue and expense for fuel reduction on private lands within the project boundary. Most expenses will be budgeted for in FY '23*

**ATTENDANCE:**

*Ed Keith, County Forester*



**STATE OF OREGON DEPARTMENT OF FORESTRY  
GRANT AGREEMENT**

This agreement is between the State of Oregon, acting by and through its Department of Forestry, hereinafter referred to as “ODF,” and, Deschutes County, hereinafter referred to as Recipient.”

<b>RECIPIENT</b>	<b>Deschutes County</b>	<b>ODF</b>	
Administrator:	Ed Keith	Administrator:	Joseph Arbow
Title:	County Forester	Title:	Grants Specialist
Organization:	Deschutes County	Organization:	Oregon Department of Forestry – Federal Initiatives Unit
Address:	61150 SE 27 <sup>th</sup> Street Bend, OR 97702	Address:	Building D 2600 State Street Salem, OR 97310-0340
Phone:	541-322-7117	Phone:	503-945-7239
Email:	Ed.Keith@deschutes.org	Email:	<a href="mailto:joseph.m.arbow@odf.oregon.gov">joseph.m.arbow@odf.oregon.gov</a>
		DUNS #:	809579808

<b>Award Details</b>	<b>As Required by 2CFR 200.331</b>
<b>Subrecipient Name (As per sam.gov registration)</b>	<b>Deschutes County</b>
<b>Subrecipient Unique Identifier</b>	<b>DUNS # 021593806</b>
<b>Federal Award Identification Number (FAIN#)</b>	<b>21-PA-11060100-025</b>
<b>Federal Award Date</b>	<b>07/27/2021</b>
<b>Sub-award Period of Performance</b>	<b>December 9, 2021 – May 31, 2026</b>
<b>Amount of Federal Funds Obligated by this Action</b>	<b>\$50,000.00</b>
<b>Total Amount of the Federal Funds Obligated to Subrecipient Including This Action</b>	<b>\$50,000.00</b>
<b>Total Amount of Federal Award Committed to Subrecipient</b>	<b>\$50,000.00</b>
<b>Federal Award Project Description</b>	<b>This Participation agreement is for fuels mitigation on private lands associated with the Buttes to Basins Joint Chiefs Landscape Restoration project. Buttes to Basins is a local collaborative effort to address the threat of wildland fire across jurisdictional boundaries; increase forest resiliency on a landscape level watershed-wide; restore dry and fire-adapted forest habitat; and, work toward high water quality within the watershed.</b>
<b>Federal Awarding Agency/Pass Through Entity + Contact Info</b>	<b>USDA-USFS/ Oregon Department of Forestry Joe Arbow Federal Initiatives Unit 503-945-7239</b>
<b>CFDA # and Name</b>	<b>OMB 0596-0217 FS-1500-16A</b>
<b>Is this a Research and Development Award?</b>	<b>No</b>
<b>Indirect Cost Rate for Federal Award</b>	<b>Deminimis</b>

**AGREEMENT**

**1. Effective Date.** This Agreement shall become effective on December 9th, 2021. This Agreement shall expire on the May 31<sup>st</sup>, 2026, or the date final payment is made by ODF.

**2. Agreement Documents.** This agreement consists of this document and includes the following listed exhibits which are incorporated into this Agreement:

Exhibit A: Statement of Work

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 precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: Exhibit A, this Agreement including the Recitals but without Exhibits.

**3. Grant.** In accordance with the terms and conditions of this Agreement, ODF shall provide Recipient **\$50,000.00**. Grant Funds (or Grant moneys) for the purposes described in Section 4 (the "Program"). ODF shall pay the Grant from monies available from the Deschutes National Forest Buttes to Basins Participation Agreement.

Grant Funds may be used only as allowed through guidance provided in OMB guidance 2 CFR 200 and for eligible expenditures purposed and set out in this agreement.

Any Program Income deriving from the Grant Funds must be added to the Grant Funds. Program Income shall be considered Grant Funds for purposes of this Agreement and must be used or expended in accordance with the terms and conditions of this Agreement. Recipient must obtain written approval from ODF prior to earning any Program Income. Program Income includes any interest or other income generated with or deriving from the Grant Funds.

**4. Program:** Described in Exhibit A.

**5. Disbursement and Recovery of Grant.**

**a. Disbursement Generally.** ODF shall disburse up to 100 percent of the Grant Funds to Recipient on a cost reimbursement basis upon approval of invoices submitted to ODF. Recipient shall submit invoices to ODF. Invoices must provide detail indicating the nature of costs to be reimbursed. All such costs must be directly related to the Program as shown in Exhibit A. Invoices must be submitted by an authorized representative of the Recipient.

**b. Allowable Costs.** The Grant is for the Program and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Program unless such changes are approved by ODF by Amendment pursuant to section 11.b hereof. Recipient shall not use any Grant Funds for costs outside of what is specified in this Agreement, whether or not related to this Agreement.

**c. Conditions Precedent to Disbursement.** ODF's obligation to disburse Grant moneys to Recipient under this Agreement is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- i. ODF has received sufficient expenditure authorizations to allow ODF, in the exercise of its reasonable administrative discretion, to make the disbursement.
- ii. No default as described in section 9 has occurred.

iii. Recipient’s representations and warranties set forth in section 6 are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

**d. Recovery of Grant Moneys.** Any Grant moneys 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 ODF. Recipient shall return all Misexpended Funds to ODF promptly after ODF’s written demand and no later than 15 days after ODF’s written demand. Recipient shall return all Unexpended Funds to ODF within 14 days after the earlier of expiration or termination of this Agreement.

**6. Representations and Warranties of Recipient.** Recipient represents and warrants to ODF as follows:

**a. Organization and Authority.** Recipient is a:

- Corporation
- Non-profit Corporation
- Partnership
- Limited Liability Company
- Governmental Entity

Duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant. Recipient has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient’s Articles of Incorporation or Bylaws (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.

**b. Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors’ rights generally.

The warranties set forth above are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

**7. Certain Covenants of Recipient.**

**a. Grant Funds.** Recipient shall vigilantly safeguard the Grant moneys received hereunder and maintain financial controls sufficient to protect such moneys and ensure that the Grant moneys are used solely for purposes of the Program;

**b. Completion.** Recipient shall complete the Program on or before the May 31<sup>st</sup>, 2026.

**8. Records Maintenance and Access.**

**a. Access to Records and Facilities.** ODF, the Secretary of State of the State of Oregon (Secretary) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the Grant moneys provided hereunder, or the Program for the purpose of making audits and examinations and to review Program accomplishments and management control systems and to provide technical assistance if required. In addition, ODF, the

Secretary and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of ODF and the Secretary to perform site reviews of all services delivered as part of the Program.

**b. Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records, that are directly related to this Agreement, the Grant moneys or the Program for a minimum of six (6) years, or such longer period as may be required by applicable law, following the later of (1) termination or expiration of this agreement or (2) the date of the conclusion of any audit, controversy or litigation arising out of or related to this Agreement.

**c. Expenditure Records.** Recipient shall document the expenditure of all Grant moneys disbursed by ODF under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit ODF to verify how the Grant moneys were expended.

**9. Default.** Recipient shall be in default under this Agreement upon the occurrence of any of the following events:

**a.** Recipient fails to perform, observe, or discharge any of its covenants, agreements, or obligations set forth herein.

**b.** Any representation, warranty or statement made by Recipient herein or in any documents or reports relied upon by ODF to monitor implementation of the Program, the expenditure of Grant moneys or the performance by Recipient is untrue in any material respect when made;

**c.** Recipient (i) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated a bankrupt or insolvent, (v) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (viii) takes any action for the purpose of effecting any of the foregoing; or

**d.** A proceeding or case is commenced, without the application or consent of Recipient, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Recipient, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of Recipient or of all or any substantial part of its assets, or (iii) 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).

**e. Remedies upon Default.** If Recipient's default is not cured within 30 calendar days of written notice thereof to Recipient from ODF or such longer period as ODF may authorize in its sole discretion, ODF may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of this Agreement, return of all or a portion of the Grant moneys, payment of interest earned on the Grant moneys, and declaration of ineligibility for the receipt of future grant awards from ODF. If, as a result of Recipient's default, ODF demands return of all or a portion of the Grant moneys or payment of interest earned on the Grant moneys, Recipient shall pay the amount upon ODF's demand.

## 10. TERMINATION

- a. Termination for Convenience.** Either party may terminate this Agreement in whole or in part, at any time prior to the expiration date of this Agreement upon 15 days notice to the other party. Neither party shall incur any new obligations for the terminated portion of this Agreement and shall cancel as many obligations as possible immediately upon receipt of notification from the other party. Payment in full shall be allowed for the non-cancelable obligations properly incurred up to the effective date of the termination. All Unexpended Funds shall be returned to ODF within 14 days of termination.
- b. ODF Termination.** ODF may terminate this Agreement:
- i. Immediately upon written notice to Recipient, if ODF does not obtain sufficient funding and expenditure authorizations to allow ODF to meet its payment obligations under this Agreement.
  - ii. Immediately upon written notice to Recipient if state or federal laws, regulations, or guidelines are modified, changed or interpreted in such a way that ODF does not have the authority to provide Grant moneys for the Program or no longer has the authority to provide the Grant moneys from the funding source it had planned to use.
  - iii. Immediately if Recipient fails to request at least one reimbursement by December 31, 2011.
  - iv. Upon 30 calendar days advance written notice to Recipient, if Recipient is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as ODF may specify in the notice.

## 11. GENERAL PROVISIONS

**a. Indemnification.** Recipient shall indemnify, defend (subject to ORS chapter 180), and hold harmless the State of Oregon and ODF and their officers, employees, and agents from all claims, suits, actions, loses, damages, liabilities, costs and expenses of any nature, resulting from, arising out of or relating to the activities of the Recipient or Recipient's officers, employees, sub-contractors, or agents under this Agreement.

Recipient assumes sole liability for Recipient's breach of the conditions of the grant, and shall, upon Recipient's breach of grant conditions that requires the State of Oregon to return funds to the grantor, hold harmless and indemnify the state for an amount equal to the funds which the State of Oregon is required to pay to grantor.

**b. Amendments.** This Agreement may be amended or extended only by a written instrument signed by both parties. Any such amendment or extension is effective only when fully executed and approved as required by applicable law.

**c. Participation in Similar Activities.** This Agreement in no way restricts Recipient or ODF from participating in similar activities with other public or private agencies, organizations, or individuals.

**d. Duplicate Payment.** Recipient shall not be compensated for or receive any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.

**e. No Third Party Beneficiaries.** ODF 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 or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as intended beneficiary of the terms of this Agreement.



**f. Notices.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid to Recipient or ODF to the applicable Principal Contact at the address or number set forth below, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed shall be effective five (5) days after mailing. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the Recipient, or on the next business day, if transmission was outside normal business hours of the Recipient. Any communication or notice given by email shall be effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system. Any communication or notice given by personal delivery shall be effective when actually delivered.

**ODF:**  
Joseph Arbow  
Oregon Department of Forestry  
Federal Initiatives Unit – Grants Specialist  
2600 State Street Building D  
Salem, OR 97310-0340  
[joseph.m.arbow@odf.oregon.gov](mailto:joseph.m.arbow@odf.oregon.gov)  
Office: 503.945.7239 Cell: 541.480.6940

**Recipient:**  
Ed Keith  
Deschutes County  
61150 SE 27<sup>th</sup> Street  
Bend, OR 97702  
541-322-7117  
Ed.Keith@deschutes.org

Either party may designate a different person or change the contact information given in this section by providing notice in the manner provided in this section and such change shall be effective without need for amendment under Section 12.c.

**g. 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 ODF (and/or any other agency or department of the State of Oregon) 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 in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. RECIPIENT, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THE CIRCUIT COURT OF MARION COUNTY.

**h. Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Program. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement or the implementation of the Program: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations, (b) Titles VI and VII of the Civil Rights Act of 1964, as amended, (c) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (d) the Americans with Disabilities Act of 1990, as amended, and ORS 659A.142, (e) Executive Order 11246, as amended, (f) the Health Insurance Portability and Accountability Act of 1996, (g) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (h) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (i) ARRA, (j) all regulations and administrative rules established pursuant to the foregoing laws, and (k) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement or the Program and required by law to be so incorporated. Recipient shall not discriminate against any individual, who receives or applies for services as part of the Program, on the basis of actual or perceived age, race, creed, religion, color, national origin, gender, disability, marital status, sexual orientation, alienage or citizenship. All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and

provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126.

**j. Public Records.** All information and records submitted to ODF are subject to disclosure under the Public Records Law, ORS 192.410 to 192.505. If Recipient believes that any information or records it submits to ODF may be a trade secret under ORS 192.501(2), or otherwise is exempt from disclosure under the Public Records Law, Recipient must identify such information with particularity and include the following statement:

"This data is exempt from disclosure under the Oregon Public Records Law pursuant to ORS 192, and is not to be disclosed except in accordance with the Oregon Public Records Law, ORS 192.410 through 192.505."

If Recipient fails to identify with particularity the portions of such information that Recipient believes are exempt from disclosure, Recipient is deemed to waive any future claim of non-disclosure of that information.

**j. False Claim Act.** Recipient will refer to the ODF Grant Administrator any credible evidence that a principal, employee, agent, sub-grantee contractor, contractor or other person has submitted a false claim under the federal or state False Claims Acts (31 USC 3729-3733; ORS 180.750-180.785) or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving funds provided under this Grant Agreement.

**k. Sensitive Information.** Except for information that is already a matter of public record, Recipient shall not publish or otherwise disclose, except to ODF or as otherwise required by law, any information or data obtained hereunder from private individuals, organizations, or public agencies in a publication wherein the information or data furnished by or about any particular person or establishment can be identified, except with the written consent of such person or establishment. Unless otherwise required by law, information concerning the business of the ODF, its financial affairs, and its relations with its clients and employees, as well as any other information that may be specifically classified as confidential by the ODF, shall be kept confidential. Recipient shall instruct its employees and subcontractors to keep such information confidential by using the same care and discretion that they use with similar information that the Recipient designates as confidential.

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

**m. Assignment of Agreement, Successors in Interest.** Recipient shall not assign or transfer any interest in this Agreement, enter into any subcontracts, or subgrant any Grant moneys, without the prior written approval of ODF. Any such assignment, transfer, subcontract, or subgrant, if approved, is subject to such conditions and provisions, as ODF may deem necessary, including without limitation that ODF shall have reasonable access to the facilities of the assignee, transferee, subcontractor, or subgrantee to the same extent as to the facilities of ODF as described in Section 9 hereof. No approval by ODF of any assignment, transfer, subcontract or subgrant shall be deemed to create any obligation of ODF in addition to those set forth in this Agreement nor will ODF's approval of an assignment, transfer, subcontract or subgrant relieve Recipient of any of its duties or obligations under this Agreement.

**n. 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.

**o. Construction.** The parties agree and acknowledge that the rule of construction that ambiguities in a written agreement are to be construed against the party preparing or drafting the agreement shall not be applicable to the interpretation of this Agreement.

**p. Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting 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.

**q. Force Majeure.** Neither Department nor Recipient shall be held responsible for delay or default caused by fire, civil unrest, natural causes and war which is beyond, respectively, the Department's or Recipient's reasonable control. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

**r. Survival.** All rights and obligations shall cease upon termination or expiration of this Agreement, except for the rights and obligations set forth in Sections 5.d, 6, 9, 11.a, 11.g, 11.i, 11.s, 11.t., and Exhibit A, Section 4.

**s. Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or 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. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

**IN WITNESS THEREOF:** the parties hereto have caused this agreement to be properly executed by their authorized representatives as of the day and year hereinafter written.

**Deschutes County**

**OREGON DEPARTMENT OF FORESTRY**

Signature: \_\_\_\_\_  
Nick Lelack Deschutes County Administrator

Signature: \_\_\_\_\_  
Mike Kroon Interim Deputy Chief Forest Resources Division

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A  
STATEMENT OF WORK**

**GENERAL INFORMATION.**

**Part I. Statement of Work**

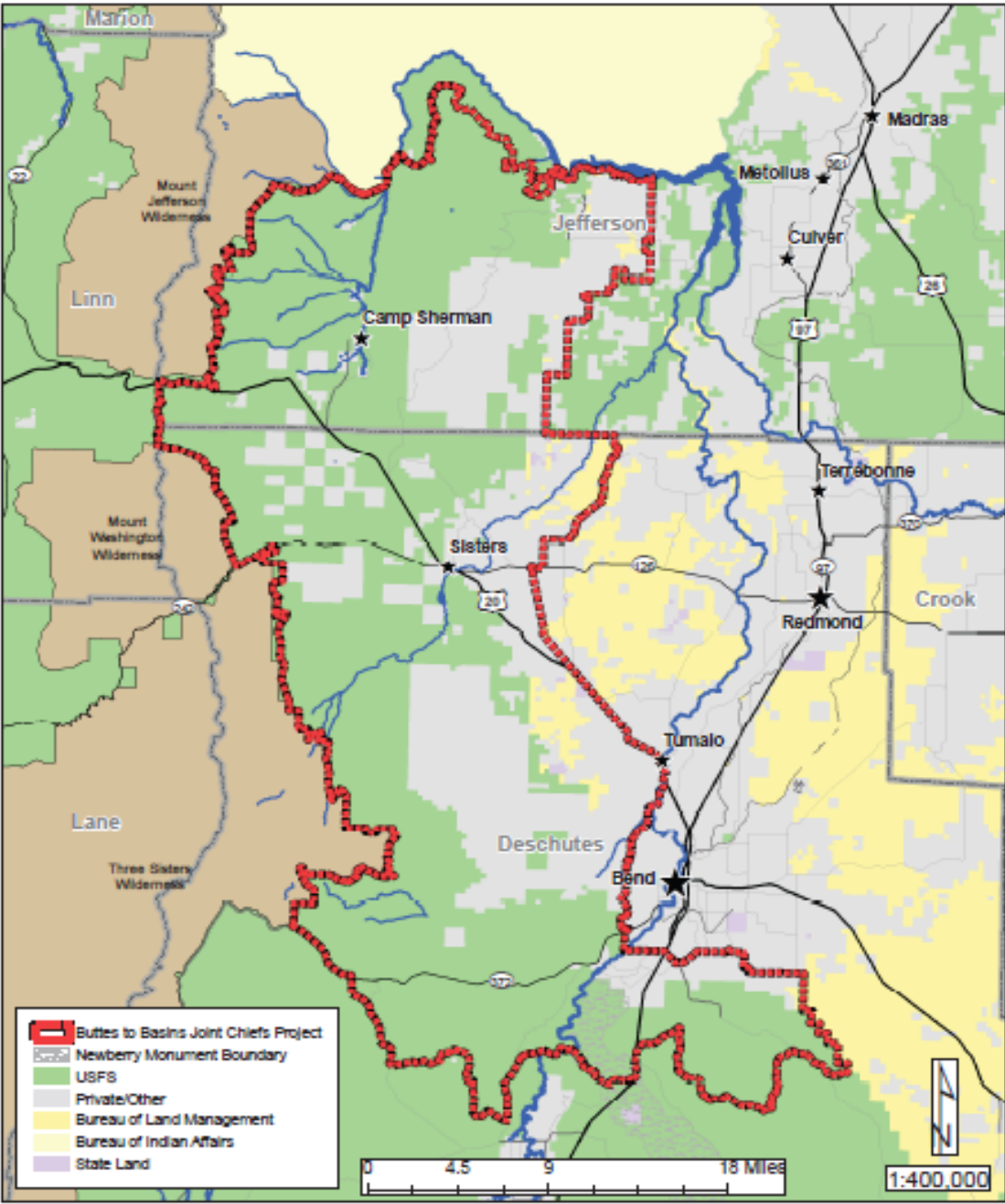
\$50,000 is for Deschutes County to implement a private landowner fuel reduction cost share, rebate and incentive program through a 50% cost share program with private landowners. Deschutes County shall work with Deschutes National Forest and ODF to coordinate treatments and track accomplishments. All work should be completed within the Buttes to Basins project area, map of project area is attached.

**Part II. Reimbursement Provisions**

- 1. Reimbursement for all work performed under this Grant shall be subject to the provisions of ORS 293.462 and shall not exceed the maximum amount of award listed in Section 3.
- 2. Reimbursements shall be made to Recipient on receipt and approval of an invoice documenting.
- 3. Recipient shall not submit billings for, and ODF will not pay, any amount in excess of the maximum compensation amount set forth in Section 3. No reimbursement will be made for any services performed before the effective date or after the expiration date of this Grant.
- 4. Recipient shall submit invoices and documentation to:

Oregon Department of Forestry – Federal Initiatives Unit  
2600 State Street  
Salem OR 97310-0340

### Attachment A: Buttes to Basins Overview





BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: December 20, 2021

SUBJECT: Annual Certification of Title III expenses

RECOMMENDED MOTION:

Move approval of document number 2021-1022, annual certification of Title III expenses.

BACKGROUND AND POLICY IMPLICATIONS:

Each year the US Forest Service requires that Counties certify their expenses by allowed expense category for the calendar year. Title III expenses can be in the following categories: 1) Search and Rescue Operations on Forest Service Lands; 2) Development and implementation of CWPPs; and 3) Firewise Communities. Once certified this form is submitted to the Forest Service to meet requirements of expenditures for these funds.

BUDGET IMPACTS:

None

ATTENDANCE:

Ed Keith, County Forester

**Secure Rural Schools and Community Self-Determination Act of 2000**  
**Certification of Title III expenditures by participating county**

The Secure Rural Schools and Community Self-Determination Act of 2000 (the Act), reauthorized in Public Law 110-343 and Public Law 112-141, requires the appropriate official of a county that receives funds under title III of the Act to submit to the Secretary concerned (the Secretary of Agriculture, or the Secretary of the Interior, as appropriate) an annual certification that the funds expended have been used for the uses authorized under section 302(a) of the Act. The Secretary concerned also is requiring the appropriate official to certify the amount of title III funds received since October 2008 that have not been obligated as of September 30 of the previous year.

The appropriate official of each participating county may use this form (see page 2) to report information to meet the requirements of the Act. Certification must be made by February 1 following each year title III funds are expended. Certain counties in Oregon receive title III payments initiated by both the Department of Agriculture and the Department of the Interior. If the county received Secure Rural Schools Act title III payments from more than one agency, the county must certify separately to each Secretary regarding the separate payment initiated by that agency. Submit the certification to the appropriate address below for the respective agency.

**All counties** expending title III funds received from Forest Service payments are to submit the annual certification by one of the following methods:

Mail:	e-mail:	FAX:
Secretary of Agriculture c/o U.S. Forest Service Payments to States Coordinator Albuquerque Service Center, B&F SWAM/IAS/ASR 101B Sun Avenue NE Albuquerque, NM 87109	asc_asr@fs.fed.us	877-684-1422

**Certain counties in western Oregon** expending title III funds received from payments from the Department of Interior for lands administered by the Bureau of Land Management are to submit a separate annual certification about the separate title III funds by one of the following methods:

Mail:	e-mail:	FAX:
Secretary of the Interior c/o BLM Oregon State Office State Director Office (OR931) Attn: Secure Rural Schools Coordinator P.O. Box 2965 Portland, OR 97208	(none available)	503 808-6021



**Secure Rural Schools and Community Self-Determination Act of 2000  
County's Certification of Title III Expenditures and Unobligated Funds.**

Name of participating county and state:	Deschutes County, Oregon
Calendar year for which this report is submitted:	2021

EXPENDITURES	
Amount of title III funds expended this year to carry out authorized activities under the Firewise Communities program:	\$15,000.00
Amount of title III funds expended this year to reimburse the participating county for emergency services performed on Federal land, as defined in the Act, and paid for by the participating county:	\$60,000.00
Amount of title III funds expended this year to develop community wildfire protection plans in coordination with the appropriate Secretary:	\$45,000.00
Total amount of title III funds expended this year for authorized uses:	\$120,000.00

FUNDS NOT OBLIGATED	
Amount of title III funds received since October 2008 not obligated by September 30 of the year for which this report is submitted.	\$0

CERTIFICATION	
<p>The expenditures reported above were for the uses authorized under section 302(a) of the Act. The proposed uses had a publication and comment period and were submitted to the appropriate Secure Rural Schools Act resource advisory committee(s) as required in Section 302(b) of the Act.</p> <p>The amounts reported as unobligated on September 30 are accurate and consistent with the county's accounting practices.</p> <p>Signature of certifying official: _____</p>	
Print or type name and title of certifying official:  Anthony DeBone, Chair, Deschutes County Board of Commissioners	Date of certification:

### **Burden Statement**

*According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0220. The time required to complete this information collection is estimated to average 24 hours annually per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.*

*The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).*

*To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.*



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: December 20, 2021

SUBJECT: Annual Report for the Community Response Plan for the Bend Smoke Sensitive Receptor Area

RECOMMENDED MOTION:

Move approval of document 2021-1024, the 2021 Annual Report for Prescribed Fire, Smoke and Public Health: A Community Response Plan for the Bend Smoke Sensitive Receptor Area.

BACKGROUND AND POLICY IMPLICATIONS:

In 2019 the Community Response Plan for prescribed fire smoke for the Bend Smoke Sensitive Receptor Area was approved and along with that an exemption from the 1 hour standard for PM 2.5 found in the Oregon Smoke Management Plan was granted. To maintain the exemption the Smoke Management Plan requires that an annual report be submitted by the Local Health Authority.

BUDGET IMPACTS:

None

ATTENDANCE:

Ed Keith, County Forester

# 2021 ANNUAL REPORT FOR:



CITY OF BEND



## PRESCRIBED FIRE, SMOKE, AND PUBLIC HEALTH: A Community Response Plan for the Bend Smoke Sensitive Receptor Area

### **Introduction**

This report is provided to meet the requirements of OAR 629-048-0180 (3)(f) in order to maintain the exemption from the one-hour air quality threshold in the Oregon Smoke Management Plan granted on December 7, 2019 for the Bend Smoke Sensitive Receptor Area. This report describes actions taken from the period of December 7, 2020 through December 6, 2021 regarding the implementation of the Bend Smoke Sensitive Receptor Area (SSRA) Community Response Plan (CRP).

### **Overview of the 2021 Prescribed Fire Year**

Following a pause of prescribed fire operations for nearly the entirety of 2020 due to COVID, prescribed fire in 2021 returned to closer to normal operations. Early in 2021 pile burning operations took place with broadcast burn operations beginning in March and running through early June, then picking up again for a few weeks in October, with the remainder of 2021 being occupied by additional pile burning.

The following sections (A-D) are intended to address OAR 629-048-0180 (3)(f) (A) - (D) which states:  
*... SSRAs that have received an exemption must demonstrate they are implementing their community response plan through an annual report provided by the local health authority detailing:*

- (A) Compliance with requirements in [629-048-0180](2);*
- (B) A summary of methods used to communicate to the public and vulnerable populations;*
- (C) A log of dates and times the community initiated their response plan;*
- (D) A record of local meetings to discuss or update the community response plan.*

### **(A) Compliance with OAR 629-048-0180 (2)**

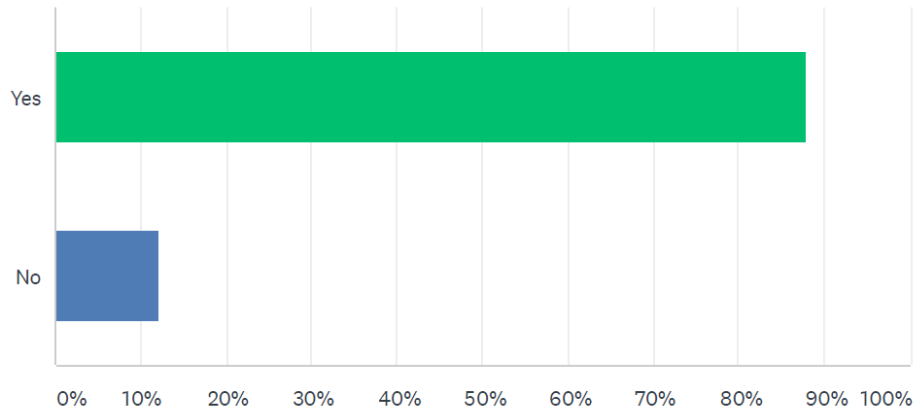
The approved Bend SSRA CRP continues to be relevant and reflective of the smoke and public health issues in Bend. Implementation of the CRP revolves around the Central Oregon Fire website and the prescribed fire and health information it contains, along with other complimentary efforts. The Central Oregon Fire website as described in the CRP has been maintained and updated with new information throughout the year covered by this annual report, this includes the blog or newsfeed, interactive maps as well as prescribed fire and health information.

In order to ensure that the CRP continues to be relevant and useful to the population it is targeted to, the smoke and public health coordination group drafted and conducted a public survey in June. Over 1000 responses were recorded and largely validated the approach being used. Results are summarized in the following charts. Of particular interest is the high percentage of people that have taken one or

more actions to protect themselves from smoke based on recommended actions identified and incorporated into the CRP.

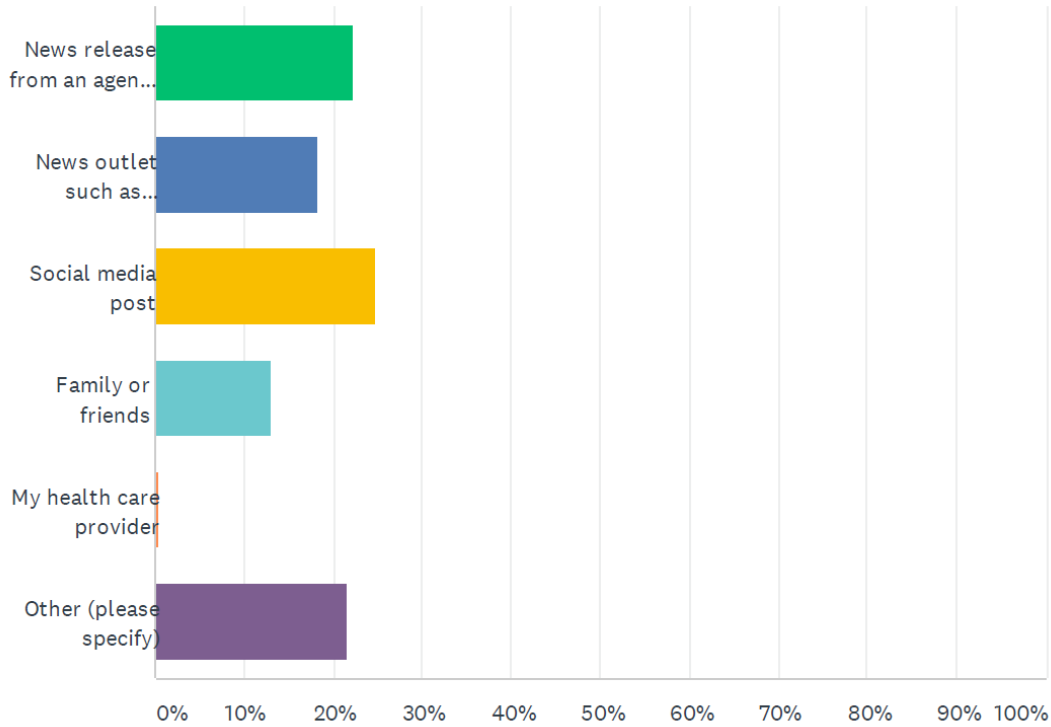
### Do you use centraloregonfire.org for prescribed fire, smoke or air quality information?

Answered: 1,056 Skipped: 1



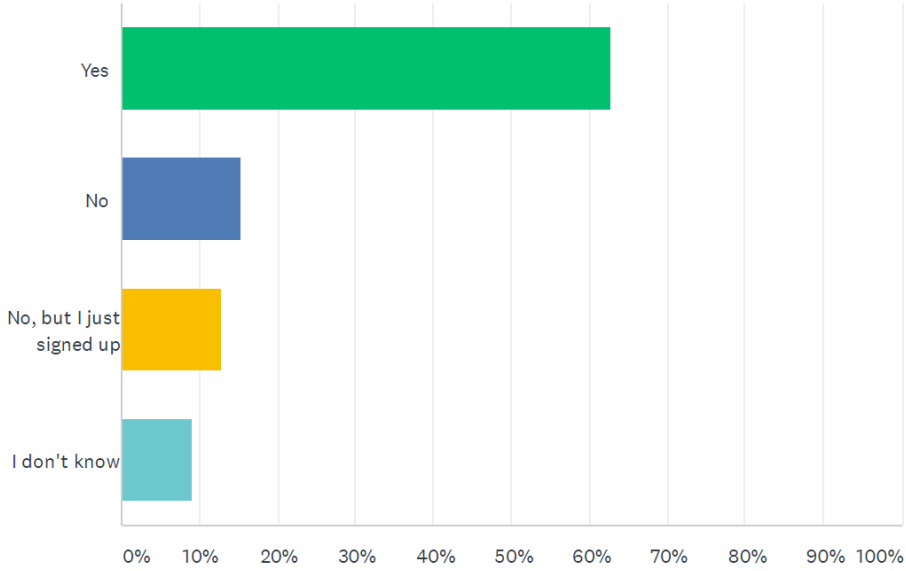
### How did you find out about centraloregonfire.org ?

Answered: 1,055 Skipped: 2



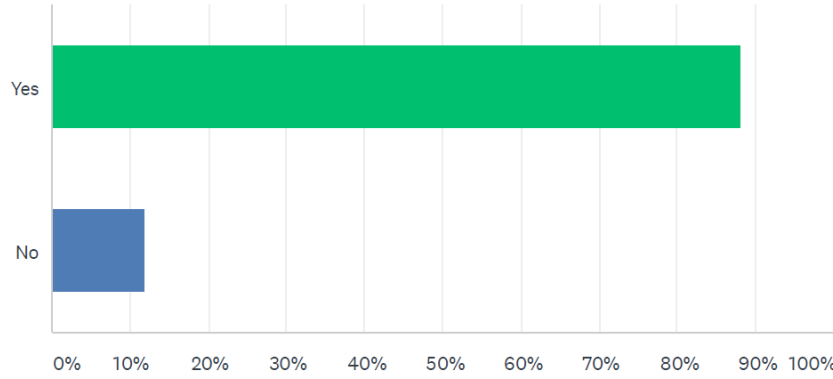
### Have you signed up for COFIRE text alerts by texting COFIRE to 888-777?

Answered: 1,054 Skipped: 3



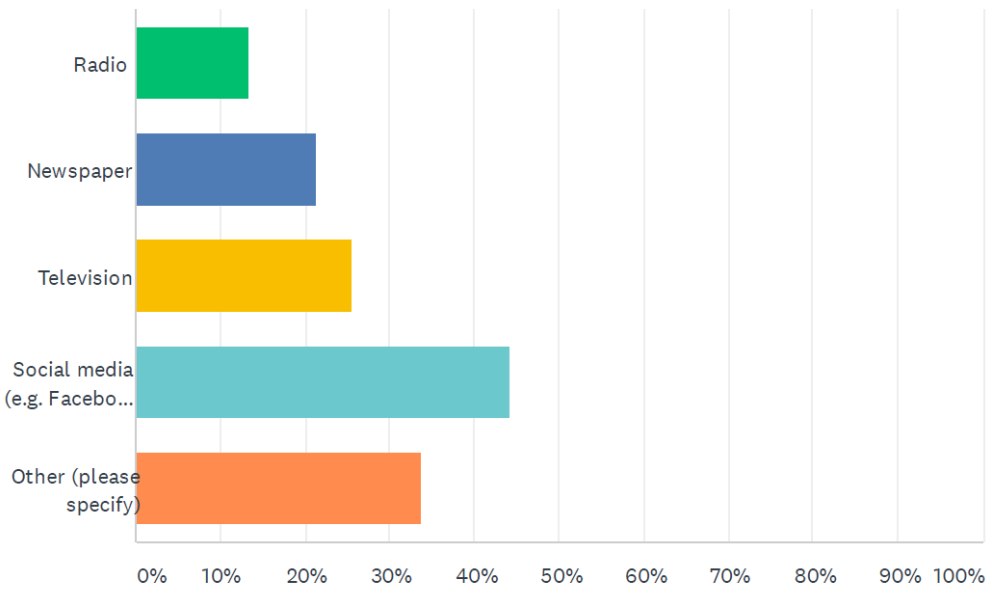
### Do the text alerts and posts on centraloregonfire.org provide (or link you to) sufficient information about upcoming prescribed burning and potential smoke impacts?

Answered: 1,014 Skipped: 43



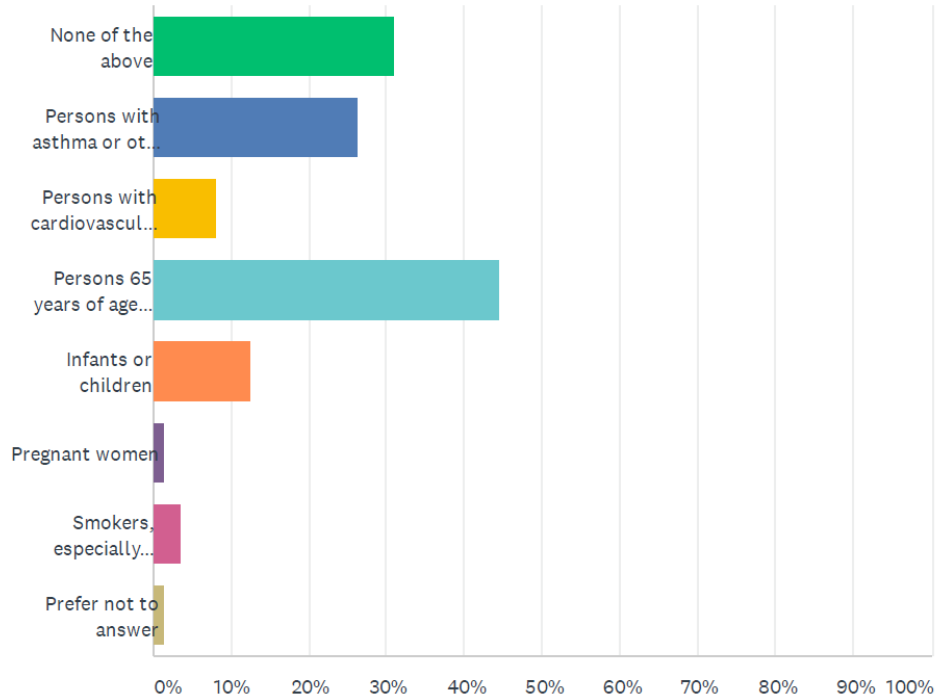


# Where do you get most of your information?



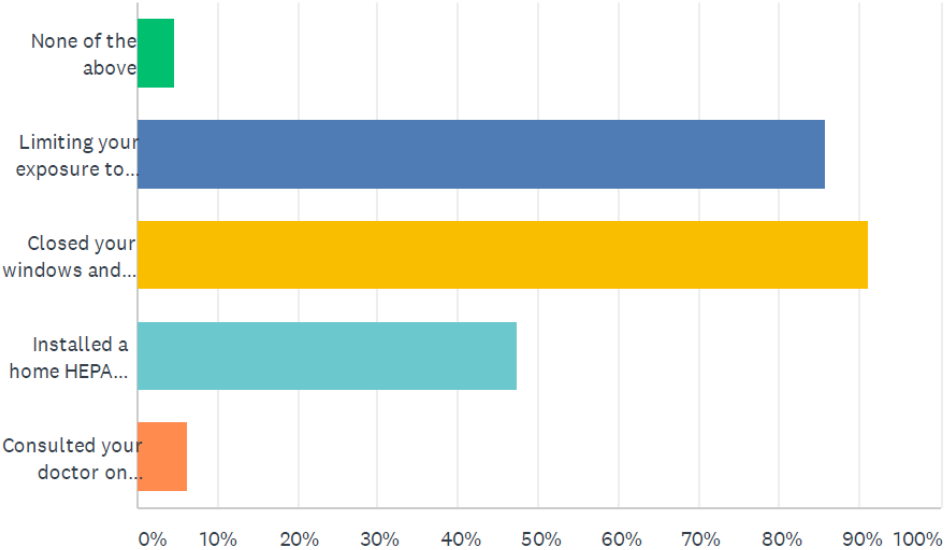
# Do you or someone in your household belong to one or more of the following smoke sensitive groups? (choose all that apply)

Answered: 1,008 Skipped: 49



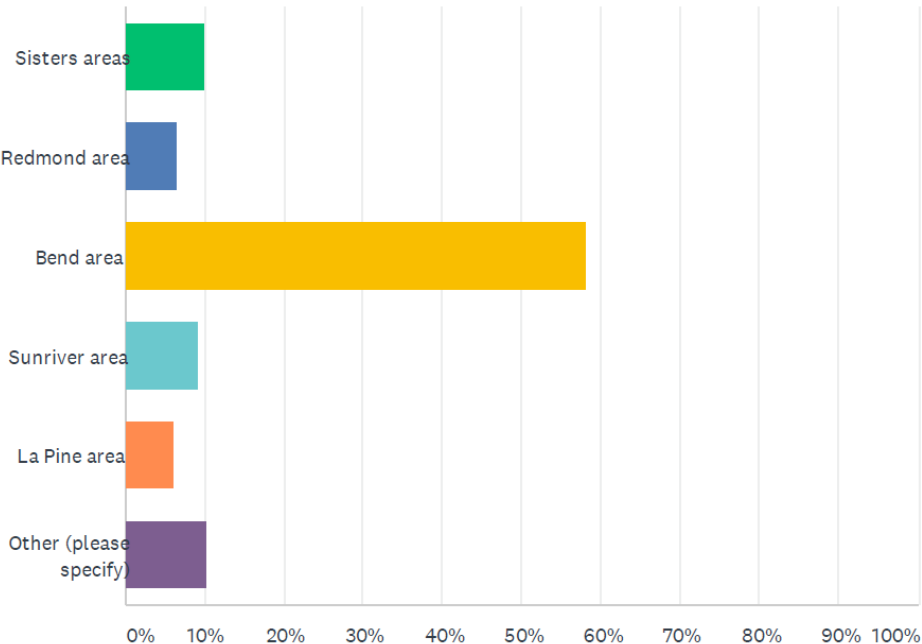
### Have you taken any of the following actions to prepare yourself and/or your household for smoke after reviewing the information on [centraloregonfire.org](http://centraloregonfire.org)? (choose all that apply)

Answered: 1,011 Skipped: 46



### Where do you live?

Answered: 1,013 Skipped: 44



**(B) Summary of Communication Methods**

Multiple communication methods are employed to convey a variety of information, with the [Central Oregon Fire website](#) being the centerpiece of the communication strategy. All partner agencies that request access are granted permission to access to the website so each agency can post relevant information they wish to make available to the public. The website was used throughout the year to keep the public and vulnerable populations up to date on when and where to expect prescribed fire and associated smoke, both through a news feed on the main page as well as interactive maps that are updated as burns are planned and implemented. The website experienced over 326,000 users (up an additional 67,000 users from 2020) that viewed over 800,000 pages in the twelve month period beginning December 7, 2020. The main [home page](#) that features the latest news was the most visited page (274,000 views) followed by the page with [interactive maps](#) page showing air quality and burning activity (172,000 views) followed by the [smoke and air quality page](#) (55,000 views). Each news update to the website typically experiences between 3,000 and 9,000 views. In addition, a text alert service is being used to alert subscribers to new activity, particularly when smoke will be highly visible or is expected to have health impacts. There are approximately 11,640 users subscribed to text alerts – an increase of 4500 from twelve months ago. Also, printed rack cards and business cards have been developed and were re-printed to increase circulation in 2021, with the intention of raised awareness of the website. Those print materials are distributed to the public through partners across the community.

In addition to the methods described above, traditional news releases are used to alert the community to upcoming prescribed fires, particularly when those planned fires are near the community. Each news release also links to the Central Oregon Fire website if the reader is looking for more information or wants to view the interactive maps. Thirty-eight news releases alerting the public and partners about pending prescribed fires were issued in the previous 12-month period.

The smoke and public health collaborative effort that oversees implementation of the CRP also connects to other partner organizations to increase the reach of information being made available to the community. Partners with the Deschutes Collaborative Forest Project (DCFP) maintain an [active webpage](#) specifically explaining why our forests need fire and help to spread word of upcoming prescribed fire through their information channels including a Facebook page in addition to their website blog. The DCFP’s prescribed fire subcommittee continues work to increase public support for prescribed fire and this year added additional partners throughout the community to a new coalition of organizations participating in that effort. This effort is in its early stages but includes partners such as the Deschutes Public Library, the High Desert Museum, Sunriver, Visit Bend, the Central Oregon Trail Alliance and the Central Oregon Relators Association. Adding these organizations to the prescribed fire coalition will help us reach a larger audience with more diverse perspectives, ultimately increasing public support for prescribed fire.

**(C) Initiation of Community Response Plan**

The strategies outlined in the CRP were initiated in 2018, prior to the plan being finalized and approved by the Oregon Department of Forestry and Oregon Department of Environmental Quality, in consultation with the Oregon Health Authority. Since the plan was approved it continues to be actively implemented and maintained on a continual basis. The plan includes a communication strategy that is maintained throughout the year, regardless of if smoke is expected from prescribed fire or wildfire, as well as a commitment to coordination between fire and health agencies, which is ongoing. At the core of the communication strategy is the Central Oregon Fire website. The focus of informational updates on

this website oscillates between prescribed fire and wildfire season based on the relevant time of year and ongoing prescribed fire or wildfire events. Structured coordination between partners is used to monitor and review implementation of the response plan and recommend changes on a seasonal basis.

It is recognized and acknowledged that 629-048-0180 (3)(f)(C) requires an actual log of dates the community initiated their response plan. So, even though the CRP is truly a year-round effort without a start or stop time that can be logged, the below summary of dates were when information was shared with the community related to prescribed fire. In addition, note that prescribed fire happening throughout the region are summarized, as the strategy in the CRP is regional in nature even though the SSRA is specific to the City of Bend. Smoke from other areas not directly adjacent to Bend have the potential impact the Bend SSRA, so burning throughout the region is summarized below.

Month	Prescribed fire activity type	Number of posts to centraloregonfire.org	Number of USFS press releases	Number of text alerts
January, 2021	Pile burning	1	1	0
February, 2021	Jackpot burning	1	0	0
March, 2021	Jackpot then transition to broadcast burning	5	2	0
April, 2021	Broadcast burning	12	9	18
May, 2021	Broadcast burning	9	6	10
June, 2021	Broadcast burning (transition to fire season updates)	3	2	2
October, 2021	Broadcast burning then transition to pile burning	13	11	9
November, 2021	Pile burning	7	6	0

**(D) Record of Local Meetings Regarding Community Response Plan**

The local coordination group for the Bend SSRA CRP met four times throughout the past 12 months. Meetings took place in a virtual format.

The first meeting of the smoke and public health coordination group was held on March 30<sup>th</sup>. The group held a meeting to discuss the upcoming prescribed fire (broadcast burning) season. Ensuring communication was following the CRP and the partners were all on the same page with messaging was the focus of the meeting.

The second meeting of the smoke and public health coordination group was held on June 8<sup>th</sup>. The group reviewed activities of the past prescribed fire season as transitions were being made to the wildfire season. The group also reviewed and modified the public survey questions.

The third meeting of the smoke and public health coordination group was held on September 1<sup>st</sup>. This meeting was held to discuss the DEQ funding opportunity for CRP implementation and brainstorm ideas on funding requests.

The fourth and final meeting of the smoke and public health coordination group was held on November 15<sup>th</sup>. The focus of this meeting was to review the survey results, discuss the past fire season and transition to fall prescribed fire, as well as identify any lessons learned and changes needed.

In addition to the meetings held with the smoke and public health coordination group, a presentation and discussion was held with the Deschutes County Public Health Advisory Board on April 28<sup>th</sup>. During the meeting the ongoing prescribed fire season was discussed, including air quality during a recent intrusion, where to go for information and interactive maps, and ensuring health care providers were linking this information up with clients who were within the demographics of the vulnerable populations identified in the CRP.

Finally, the USFS held a training for media partners on April 28<sup>th</sup> and reviewed the information available for populations vulnerable to smoke and made sure media partners shared that information when reporting so that resource is spotlighted when people need that information.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: December 20, 2021

SUBJECT: Matching funds request for fuels reduction on Deschutes County land utilizing the FEMA HMGP grant

RECOMMENDED MOTION:

N/A

BACKGROUND AND POLICY IMPLICATIONS:

Deschutes County applied for a Hazard Mitigation Grant in 2018 that included fuels treatment for County lands east of Redmond. This grant was awarded to Deschutes County in October 2021. Staff is seeking Board direction on the source of Deschutes County's share of project expenses for fuel reduction on County lands.

BUDGET IMPACTS:

The maximum amount of funds needed for a 25% match of expenses to complete work on Deschutes County lands is \$139,000. A portion of these funds would be expended in FY21 with the remainder expended in FY22, or possibly FY23 depending on work scheduling.

ATTENDANCE:

Ed Keith, County Forester, Greg Munn, CFO



**BOARD OF  
COMMISSIONERS**

**AGENDA REQUEST & STAFF REPORT**

**MEETING DATE:** December 20, 2021

**SUBJECT:** Consideration of Grant Request, Senate Bill 762 Landscape Resiliency Program

**RECOMMENDED MOTION:**  
*Move approval of grant request*

**BACKGROUND AND POLICY IMPLICATIONS:**  
Staff will request permission to be the primary grant applicant on behalf of multiple project cooperators. If successful each project cooperator will receive a separate grant agreement with the Oregon Department of Forestry.

**ATTENDANCE:**  
*Ed Keith, County Forester*





### Grant Application Request

Date:

1. Name of Grant: Senate Bill 762 Landscape Resiliency Program
2. Deschutes County contact: Ed Keith
3. Funding Agency: Oregon Department of Forestry
4. Grant Amount: approximately \$3,000,000, funding will be directed to multiple partners from ODF.
5. Does the grant require matching funds?  Yes     No

Matching funds are a suggested amount, which is 25% of the overall requested amount. Match can be “pooled” across the project area, and can include any expenses beginning July 1, 2021. Substantial sources of match will include adjacent Forest Service Projects, as well as a share paid by landowners and other grant sources, to contribute to the overall project cost.

6. Grant duration: Upon award in approximately February, 2022 through June 30, 2023
7. Grant application deadline: January 7, 2021
8. Grant description: Fuels reduction activities across multiple ownerships.
9. Requested budget (please provide additional line item details under the broad categories listed below):

	Amount Requested
Personnel Services	\$300,000 (partners, not Deschutes County)
Contractual	\$2,500,000
Travel, admin, other	\$200,000
<b>Total</b>	

10. If the grant request includes FTEs, please fill out the table below.

Position Title	Limited duration or regular position?	FTEs	Notes

11. Other information:

Deschutes County is serving as a project sponsor for this grant. ODF has required that a project has an overall sponsor that rolls up requests for multiple participating entities. If the grant application is successful, ODF will then enter into multiple grant agreements with each partner identified, and those partners will be responsible for executing the work and tracking expenses for reimbursement directly with ODF.



**BOARD OF  
COMMISSIONERS**

**AGENDA REQUEST & STAFF REPORT**

**MEETING DATE:** 12/20/2021

**SUBJECT:** Discussion of Increasing 2.0 Regular Duration FTE within the Sheriff's Office and 2021-2022 Deschutes County Budget.

**RECOMMENDED MOTION:**  
*Consideration of forthcoming Resolution Increasing 2.0 Regular Duration FTE within the Sheriff's Office and 2021-2022 Deschutes County Budget.*

**BACKGROUND AND POLICY IMPLICATIONS:**  
When Lt. Tom Nelson retired in FY20, his position as Supervisor of Digital Forensics and IT was downgraded to Sergeant. Zach Neemann has been in this position for 2 ½ years. We want to reclassify it again as a Lt. position, but we keep the Sergeant position. Therefore, the Lt. position will be a new, permanent FTE.

We have agreed with the City of La Pine to replicate a Law-Enforcement model similar to what we did in the City of Sisters. Therefore, we want to create a Patrol Lt. Position. The new position will allow us to free up the Administrative Lt. Position for additional responsibilities.

**BUDGET IMPACTS:**  
This Resolution approves an Increase of 2.0 Lieutenant FTE in the Sheriff's office effective immediately. We do not need to make a budget adjustment, as the increase from Sgt. to Lt. pay for half the year is minimal. The La Pine position will be supported by La Pine. The Administrative Lt. position will be temporarily vacated. We have sufficient budgeted funds to support any months in FY 22 in which either the Digital Forensics – IT Sergeant position or the Administrative Lieutenant position are filled.

**ATTENDANCE:**  
*Joe Brundage, Business Manager, Sheriff's Office  
Daniel Emerson, Budget Manager, Finance.*

REVIEWED  
\_\_\_\_\_  
LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY,  
OREGON

A Resolution Increasing \*  
FTE within the 2021-2022 \* RESOLUTION NO. 2021-084  
Deschutes County Budget \*

WHEREAS, the Deschutes County Sheriff’s Office presented to the Board of County Commissioners on 12/20/2021, with regards to adding 2.0 FTE in support of Digital Forensics and Law Enforcement within La Pine, and

WHEREAS, Deschutes County Policy HR-1 requires that a creation of or increase in FTE outside the adopted budget be approved by the Board of County Commissioners; now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON, as follows:

Section 1. That the following FTE be added:

Job Class	Type	Duration if Limited Duration	FTE
Digital Forensics Lieutenant	Regular Duration		1.00
Administrative Lieutenant	Regular Duration		1.00
Total FTE			2.00

Section 2. That the Human Resources Director make the appropriate entries in the Deschutes County FTE Authorized Positions Roster to reflect the above FTE changes.

DATED this \_\_\_\_\_ day of December, 2021.

BOARD OF COUNTY COMMISSIONERS OF  
DESCHUTES COUNTY, OREGON

\_\_\_\_\_  
ANTHONY DEBONE, Chair

ATTEST:

\_\_\_\_\_  
PHIL CHANG, Vice-Chair

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
PATTI ADAIR, Commissioner



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: December 20, 2021

SUBJECT: Consideration of Board approval and Chair signature of OHA #166040-7, Document #2021-1014.

RECOMMENDED MOTION:

Move approval and Chair signature of OHA #166040-7, Document #2021-1014.

BACKGROUND AND POLICY IMPLICATIONS:

The IGA between the Oregon Health Authority and Deschutes County outlines the program descriptions and funding for Deschutes County’s Public Health Division for fiscal years 2021-2023.

This amendment modifies funding for the following Service Element:

PE04 – Aid & Assist - \$167,227.65; funding for the provision of community-based competency restoration with required reporting. Funding is for the term July 1, 2021 to December 31, 2021.

BUDGET IMPACTS:

\$167,227.65.

ATTENDANCE:

Kara Cronin, Program Manager.

**DESCHUTES COUNTY DOCUMENT SUMMARY**

(NOTE: This form is required to be submitted with ALL contracts and other agreements, regardless of whether the document is to be on a Board agenda or can be signed by the County Administrator or Department Director. If the document is to be on a Board agenda, the Agenda Request Form is also required. If this form is not included with the document, the document will be returned to the Department. Please submit documents to the Board Secretary for tracking purposes, and not directly to Legal Counsel, the County Administrator or the Commissioners. In addition to submitting this form with your documents, please submit this form electronically to the Board Secretary.)

Please complete all sections **above** the Official Review line.

**Date:**

**Department:**

**Contractor/Supplier/Consultant Name:**

**Contractor Contact:**

**Type of Document:**

**Goods and/or Services:** The Intergovernmental Agreement (#166040) outlines the services and financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services for January 1, 2021 to December 31, 2021.

This amendment #7 modifies the funding for Service Element #4, Aid & Assist Project, \$167,227.65, for the provision of community-based competency restoration with required reporting.

**Background & History:** The Oregon Health Authority (OHA) was created by the 2009 Oregon legislature to bring most health-related programs in the state into a single agency to maximize its purchasing power. OHA is at the forefront of lowering and containing costs, improving quality and increasing access to health care in order to improve the lifelong health of Oregonians.

OHA knows what it needs to do to improve health care: focus on health and preventive care, provide care for everyone and reduce waste in the health care system. OHA includes most of the state's health care programs, including Mental Health, the Oregon Health Plan, Healthy Kids, employee benefits and public-private partnerships. This gives the state greater purchasing and market power to begin tackling issues with costs, quality, lack of preventive care and health care access.

OHA is working to fundamentally improve how health care is delivered and paid for, but because poor health is only partially due to lack of medical care, OHA will also be working to reduce health disparities and to broaden the state's focus on prevention.

The Health Authority will transform the health care system in Oregon by:

- Improving the lifelong health of Oregonians
- Increasing the quality, reliability, and availability of care for all Oregonians
- Lowering or containing the cost of care so it's affordable to everyone

**Agreement Starting Date:**

**Ending Date:**

**Total Payment:**

Insurance Certificate Received (check box)  
Insurance Expiration Date:

Check all that apply:

- RFP, Solicitation or Bid Process
- Informal quotes (<\$150K)
- Exempt from RFP, Solicitation or Bid Process (specify – see DCC §2.37)



Funding Source: (Included in current budget?  Yes  No

If **No**, has budget amendment been submitted?  Yes  No

Is this a Grant Agreement providing revenue to the County?  Yes  No

If a new FTE will be hired with grant funds, confirm that Personnel has been notified that it is a grant-funded position so that this will be noted in the offer letter:  Yes  No

Contact information for the person responsible for grant compliance: Name:   
Phone #:

Departmental Contact and Title:

**Deputy Director Approval:**

**Director Approval:**

Signature: Janice Garceau  
Janice Garceau (Dec 9, 2021 11:24 PST)

Signature: George A Conway  
George A Conway (Dec 9, 2021 11:40 PST)

Email: janice.garceau@deschutes.org

Email: george.conway@deschutes.org

Title: Behavioral Health Director

Title: Director

Company: Deschutes County Health Services

Company: DCHS

Distribution of Document: Grace Justice Evans at Health Services.

**Official Review:**

County Signature Required (check one):  BOCC  Department Director (if <\$50K)

Administrator (if >\$50K but <\$150K; if >\$150K, BOCC Order No. \_\_\_\_\_)

Legal Review \_\_\_\_\_ Date \_\_\_\_\_

Document Number: 2021-1014



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**SEVENTH AMENDMENT TO  
OREGON HEALTH AUTHORITY  
2021 INTERGOVERNMENTAL AGREEMENT FOR THE FINANCING OF MENTAL  
HEALTH, ADDICTION TREATMENT, RECOVERY, & PREVENTION, AND  
PROBLEM GAMBLING SERVICES AGREEMENT #166040**

This Seventh Amendment to Oregon Health Authority 2021 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services effective as of January 1, 2021 (as amended, the “Agreement”), is entered into, as of the date of the last signature hereto, by and between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and **Deschutes County** (“County”).

**RECITALS**

WHEREAS, OHA and County wish to modify the Financial Assistance Award set forth in Exhibit C of the Agreement.

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**AGREEMENT**

1. The financial and service information in the Financial Assistance Award are hereby amended as described in Attachment 1 attached hereto and incorporated herein by this reference. Attachment 1 must be read in conjunction with the portion of Exhibit C of the Agreement that describes the effect of an amendment of the financial and service information.
2. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
3. County represents and warrants to OHA that the representations and warranties of County set forth in section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
4. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
5. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have executed this amendment as of the dates set forth below their respective signatures.

**6. Signatures.**

**Deschutes 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 by: Director, OHA Health Systems Division**

**By:**

_____	_____	_____	_____
Authorized Signature	Printed Name	Title	Date

Approved for Legal Sufficiency:

Approved by Steven Marlowe, Senior Assistant Attorney General, Department of Justice, Tax and Finance Section, on April 30, 2019; e-mail in contract file.

**ATTACHMENT 1**  
**EXHIBIT C**  
**Financial Pages**

MODIFICATION INPUT REVIEW REPORT

MOD#: M0522

CONTRACT#: 166040

CONTRACTOR: DESCHUTES COUNTY

INPUT CHECKED BY: \_\_\_\_\_ DATE CHECKED: \_\_\_\_\_

SE#	FUND	PROJ	CPMS	PROVIDER	EFFECTIVE	SLOT	RATE	OPERATING	STARTUP PART	PART	PAAF	CLIENT	SP#
		CODE			DATES	CHANGE/TYPE		DOLLARS	DOLLARS ABC	IV	CD	BASE	CODE

CALENDAR YEAR: 2021

BASE	AID & ASSIST PROJECT												
4	804	AAP			7/1/2021 - 12/31/2021	0 /N/A	\$0.00	\$167,227.65	\$0.00	A	1	N	
TOTAL FOR SE# 4								\$167,227.65	\$0.00				
TOTAL FOR 2021								\$167,227.65	\$0.00				
TOTAL FOR M0522 166040								\$167,227.65	\$0.00				

OREGON HEALTH AUTHORITY  
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: DESCHUTES COUNTY  
DATE: 12/03/2021

Contract#: 166040  
REF#: 008

REASON FOR FAAA (for information only):

Aid and Assist Client Services (MHS 04) funds are awarded by the Legislature to increase resources for providing community-based competency restoration with required reporting.



**Certificate Of Completion**

Envelope Id: 091FC59736B24FABA4ECB7AA55809E27	Status: Sent
Subject: 166040 requested your signature on a document(s)	
Source Envelope:	
Document Pages: 4	Signatures: 0
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Arlenia Broadwell
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	Arlenia.broadwell@dhssoha.state.or.us
	IP Address: 209.112.106.2

**Record Tracking**

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12/4/2021 2:02:03 PM	Arlenia.broadwell@dhssoha.state.or.us	
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Storage Appliance Status: Connected	Pool: Carahsoft OBO Oregon Health Authority - CLM	Location: DocuSign

**Signer Events**

Signature	Timestamp
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Grace Evans	Sent: 12/4/2021 2:04:53 PM
grace.evans@deschutes.org	
Contract Specialist	
Deschutes County Health Services	
Security Level: Email, Account Authentication (None)	
<b>Electronic Record and Signature Disclosure:</b>	
Accepted: 9/22/2021 9:13:25 AM	
ID: 1c2f1b1a-bce9-4e77-a9ac-00927d21eb03	

Jon Collins  
 JON.C.COLLINS@dhssoha.state.or.us  
 Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Margie Stanton  
 MARGIE.C.STANTON@dhssoha.state.or.us  
 Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
 Accepted: 5/26/2020 8:11:14 AM  
 ID: 20e5e982-b92b-49ae-b319-83ecdb2ac0b5

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Arlenia Broadwell  
 arlenia.broadwell@dhssoha.state.or.us  
 Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Carahsoft OBO Oregon Health Authority - CLM (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Carahsoft OBO Oregon Health Authority - CLM:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [mick.j.mitchell@dhsoha.state.or.us](mailto:mick.j.mitchell@dhsoha.state.or.us)

**To advise Carahsoft OBO Oregon Health Authority - CLM of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [mick.j.mitchell@dhsoha.state.or.us](mailto:mick.j.mitchell@dhsoha.state.or.us) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

**To request paper copies from Carahsoft OBO Oregon Health Authority - CLM**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [mick.j.mitchell@dhsoha.state.or.us](mailto:mick.j.mitchell@dhsoha.state.or.us) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Carahsoft OBO Oregon Health Authority - CLM**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to [mick.j.mitchell@dhsosha.state.or.us](mailto:mick.j.mitchell@dhsosha.state.or.us) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

**Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO Oregon Health Authority - CLM as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO Oregon Health Authority - CLM during the course of your relationship with Carahsoft OBO Oregon Health Authority - CLM.



**BOARD OF  
COMMISSIONERS**

**AGENDA REQUEST & STAFF REPORT**

**MEETING DATE:** December 20, 2021

**SUBJECT:** Rural Economic Development Opportunities Panel Discussions /  
Recommendations

**RECOMMENDED MOTION:**

N/A

**BACKGROUND AND POLICY IMPLICATIONS:**

The Board of County Commissioners (Board) asked staff to prepare a white paper on rural economic development opportunities in Deschutes County. Staff presented the white paper to the Board at its June 28, 2021 meeting. Besides Oregon Revised Statutes (ORS), Oregon Administrative Rules (OAR), and zoning, the white paper also cited other factors influencing rural economic development opportunities such as septic issues, building codes, and rural demographics. During the presentation, the Board requested staff convene a panel discussion with the Planning Commission (PC) that would occur after the agricultural season. The panel would discuss the challenges facing small operators and their entry into new activities in terms of fees, transportation system development charges, and regulations.

The PC held an October 14 panel discussion on Rural Economic Development Opportunities with representatives from state agencies, Oregon Farm Bureau, High Desert Food and Farm Alliance (HDFFA), and County staff. Commissioners reviewed a matrix prepared by staff on October 28 that identified issues and possible remedies, based on the panel discussion (Attachment). Afterwards, they requested an additional panel discussion exclusively with the High Desert Food and Farm Alliance (HDFFA) on December 9. In addition to Katrina Van Dis, Executive Director, HDFFA, three farmers participated in the panel: Linda and Jeff Anspach with D&D Ranch, and John Herman with Lazy Z Ranch.

At the conclusion of the December 9 panel, the Planning Commission recommended the

Board consider several options.

At the conclusion of today's discussion, staff seeks direction from the Board.

**BUDGET IMPACTS:**

*none*

**ATTENDANCE:**

*Peter Russell, Will Groves*



## MEMORANDUM

**DATE:** December 13, 2021

**TO:** Board of County Commissioners

**FROM:** Peter Russell, Senior Transportation Planner  
Will Groves, Planning Manager

**RE:** Rural Economic Development Opportunities Panel Discussions / Recommendations

### I. BACKGROUND

The Board of County Commissioners (Board) asked staff to prepare a white paper on rural economic development opportunities in Deschutes County. Staff presented the white paper to the Board at its June 28, 2021 meeting.<sup>1</sup> Besides Oregon Revised Statutes (ORS), Oregon Administrative Rules (OAR), and zoning, the white paper also cited other factors influencing rural economic development opportunities such as septic issues, building codes, and rural demographics. During the presentation, the Board requested staff convene a panel discussion with the Planning Commission (PC) that would occur after the agricultural season. The panel would discuss the challenges facing small operators and their entry into new activities in terms of fees, transportation system development charges, and regulations.

### II. PANEL DISCUSSIONS

The PC held an October 14 panel discussion on Rural Economic Development Opportunities with representatives from state agencies, Oregon Farm Bureau, High Desert Food and Farm Alliance (HDFFA), and County staff.<sup>2</sup> Commissioners reviewed a matrix prepared by staff on October 28 that identified issues and possible remedies, based on the panel discussion (Attachment).<sup>3</sup> Afterwards, they requested an additional panel discussion exclusively with the High Desert Food and Farm Alliance (HDFFA) on December 9.<sup>4</sup> In addition to Katrina Van Dis, Executive Director, HDFFA, three farmers participated in the panel: Linda and Jeff Anspach with D&D Ranch, and John Herman with Lazy Z Ranch.

<sup>1</sup> <http://deschutescountyor.igmp2.com/Citizens/FileOpen.aspx?Type=1&ID=2471&Inline=True>

<sup>2</sup> <https://www.deschutes.org/bc-pc/page/planning-commission-4>

<sup>3</sup> <https://www.deschutes.org/bc-pc/page/planning-commission-5>

<sup>4</sup> <https://www.deschutes.org/bc-pc/page/planning-commission-11>

### III. PLANNING COMMISSION RECOMMENDATIONS

At the conclusion of the December 9 panel, the Planning Commission recommended the Board consider:

1. Removing financial and technical roadblocks to obtaining guest ranch, agri-tourism, and commercial activities in conjunction with farm use (CA/FU) permits.
2. Changing these permits from a use subject to standards and conditional use permits, respectively, to outright permits.
3. Lowering or subsidizing the application fees.
4. Prioritizing these applications by:
  - i. Reviewing these applications ahead of other planning applications; and
  - ii. Providing dedicated staff resources and support for these applications.
5. Removing or subsidizing Hearings Officer fees for review of these applications.
6. Revisiting a prior Board decision limiting non-farm revenues to 40% of farm revenues.
7. Lobbying at the state level to relax “incidental and subordinate” requirements to make it economically favorable to support the small farmer.

### IV. ANALYSIS

Staff offers the following discussion and analysis for each of these options.

**1) *Remove financial and technical roadblocks to obtaining agri-tourism and commercial activities in conjunction with farm use permits.***

Panelists identified a number of difficulties farming in Central Oregon, including the high costs of irrigation, labor, and real estate. Drought and water availability exacerbate these difficulties. Small farmers turn to guest ranches, agri-tourism, and CA/FU to support the viability of primary farming. However, the panelists found that regulations, fees, and processing times make it difficult and risky to pursue these permits.

**2) *Changing these permits from a use subject to standards and conditional use permits, respectively, to outright permits***

The technical difficulty of complying with applicable regulations was identified as an obstacle to getting these permits. Agri-tourism permits are regulated under ORS 215.283(4) and any changes to these regulations would require changes at the state level. CA/FU permits and guest ranches currently require conditional use permits. Changing these reviews to “subject to standards” permits would reduce the cost of these permits and potentially exempt them from neighborhood compatibility standards. Staff notes that evolving case law associated with these uses may complicate writing non-discretionary standards.



**3) Lowering or subsidizing the application fees**

As a fee supported department, any reduction of fees would likely require increasing other fees or general fund support. Fees for the applications are currently as follows: Guest Ranch (\$7,017), Agri-Tourism (\$547 to \$1,071), CA/FU (\$7,017).

**4) Prioritizing these applications by:**

- i. Reviewing these applications ahead of other planning applications; and**
- ii. Providing dedicated staff resources and support for these applications**

Prioritizing applications would likely increase processing times for other application types, unless additional staffing resources were allocated.

**5) Removing or subsidizing Hearings Officer fees for review of these applications**

As a fee supported department, any reduction of fees would likely require increasing other fees or general fund support. Fees for the Hearings Officer Deposit is currently Actual Cost of Services (\$5,500 deposit).

**6) Revisiting a prior Board decision limiting non-farm revenues to 40% of farm revenues**

The Board previously determined in a 2012 land use decision that a commercial income as high as 40 percent of farm income could qualify as "incidental and subordinate".<sup>5</sup> Based on this decision, staff has used 40 percent as an income cap for CA/FU. However in *Friends of Yamhill County* (LUBA 2018-144 *Friends of Yamhill County et al v. Yamhill County*), LUBA concluded:

*"...the legislature did not intend to place income or revenue sideboards on 'incidental and subordinate in ORS 215.283(4)."*<sup>6</sup>

*Whether a proposed commercial event is "incidental and subordinate" to an existing commercial farm use will depend largely on the circumstances presented by each application, depending on the existing farm use and the number and intensity of events proposed. We conclude that the legislature intended the counties to exercise some discretion in allowing and limiting the types of commercial activities that can be permitted on farmlands and determining whether such activities are "incidental and subordinate" within the quantified statutory limits on frequency and intensity of such events, and any other limits imposed by the county."*<sup>7</sup>

In light of *Friends of Yamhill County*, the Board could revisit the decision in *Downs*, but this would require an applicant-initiated proposal to come before the Board.

<sup>5</sup> In *Downs* (LUP-12-2), the Board called up for review an administrative decision concerning an application for a limited use permit to conduct weddings on a 39.83 -acre EFU- zoned parcel engaged in farm use consisting of hay production and sales. Based on Board's decision in *Downs*, Hearings Officers have found that the Board has set the numeric limit for the commercial income percentage for "incidental and subordinate" as high as 40 percent.

<sup>6</sup> <https://www.oregon.gov/luba/Docs/Opinions/2019/08-19/18144.pdf>. Page 21

<sup>7</sup> *Ibid.* Page 22.

**7) Lobbying at the state level to relax “incidental and subordinate” requirements to make it economically favorable to support the small farmer**

The panel and PC recommended the Board undertake lobbying at the state level for rule changes relaxing “incidental and subordinate” for commercial income on farms.

**V. NEXT STEPS**

At the conclusion of today’s discussion, staff seeks direction from the Board.

Attachment:

October 28, 2021- Matrix

**Attachment – October 28, 2021 Matrix**

At the October 28, 2021 Planning Commission meeting, staff presented a matrix on possible actions and briefly recapped the June 28, 2021, white paper on Rural Economic Development Opportunities in Deschutes County.

**II. MATRIX THEMES**

Staff organized the matrix by three themes: changes the Planning Division can do without outside approval; changes that would require Board approval; and changes that would require changes to state law or administrative rule. The options are presented in Table 1 below. These all relate to land use; other factors include: septic requirements, state building code, commercial kitchens, traffic, demographics, and potential transportation system development charges (SDCs).

**Table 1 – Potential Options and Authority**

<b>Option</b>	<b>Planning Division</b>	<b>Board of County Commissioners</b>	<b>State</b>
Prioritize agriculture or agricultural-related land use applications	Internal decision, but would check with Board beforehand	Provide input to Planning Division	No formal role
Outreach to Realtors to educate about living near a working farm or ranch	Internal decision	No formal role	No formal role
Accept private party text amendment to change commercial activities in conjunction with farm use from conditional to outright permitted use	Process text amendment, but recommendation to Board would come from Hearings Officer	Approve text amendment changing commercial activity in conjunction with a farm use from a conditional use to an outright permitted use	Department of Land Conservation and Development (DLCD) can participate in hearing process; Land Use Board of Appeals (LUBA) hears any appeal of Board decision
Accept private party text amendment to prohibit nonfarm dwellings	Process text amendment, but recommendation to Board would come from Hearings Officer	Approve text amendment prohibiting nonfarm dwellings	DLCD can participate in hearing process; LUBA hears any appeal of Board decision
Lower land use fees or subsidize selected agriculture or agricultural-related land use applications	CDD Director and/or Planning Manager could comment on +/- of proposal	Board has authority to set fees, but requires public hearing; Board can also choose to subsidize	No formal role

Option	Planning Division	Board of County Commissioners	State
<p>Re-examine “incidental and subordinate” income test, currently set at 40% for agri-tourism and commercial activity. Other aspects are frequency, duration, intensity, spatial area, etc. of the use</p>	<p>Requires a land use application in which the “incidental and subordinate income” issue is a key aspect. Other factors are nature, intensity, and value of the proposed use. Needs Hearings Officer recommendation.</p>	<p>Board reviews the HO’s recommendation on the land use application and, if approved, can make findings regarding the income test for agri-tourism and commercial activity in conjunction with a farm use.</p>	<p>DLCD can participate in hearing process; LUBA hears any appeal of Board decision</p>
<p>Change administrative rules for activities allowed on EFU-zoned lands</p>	<p>No formal role</p>	<p>Can provide comment to DLCD</p>	<p>Revise OAR Chapter 660 Division 033</p>
<p>Change state law for farm labor housing allowed on EFU lands</p>	<p>No formal role</p>	<p>Can provide comment on proposed bill(s)</p>	<p>Revise ORS 215.213 and/or 215.283</p>
<p>Change 25% cap on income from sales on incidental items and promotional events for farm stands and wineries</p>	<p>No formal role</p>	<p>Can provide comment on proposed bill(s)</p>	<p>Revise OR 215.283(1)(o)(A)</p>
<p>Change state law to add meaderies to allowed uses</p>	<p>No formal role</p>	<p>Can provide comment on proposed bill(s)</p>	<p>Revise ORS 215.283</p>



**BOARD OF  
COMMISSIONERS**

## **AGENDA REQUEST & STAFF REPORT**

**MEETING DATE:** 12/20/2021

**SUBJECT:** Deschutes County Justice Reinvestment Grant Agreement

**RECOMMENDED MOTION:**

*Move approval of authorization for chair to sign Deschutes County Document #2021-1023 Commission Justice Reinvestment Grant Agreement.*

**BACKGROUND AND POLICY IMPLICATIONS:**

*On August 23, 2021 we came before the Board and received permission to apply for Justice Reinvestment Grant Funds, both formula and supplemental. Our formula application was approved at 100% of request. Our supplemental application was approved at 68% of request. Funding must support efforts to control ever increasing prison growth by investing in local criminal justice systems. This grant agreement covers the period July 1, 2021-December 31, 2023.*

*Formula Grant: Funding will be used for Department of Community Justice – Parole & Probation staff and services to safely improve prison and recidivism reduction through working with clients who have received a Downward Departure (sentence in lieu of prison) or authorization from the state to return to the community up to 180 days before their prison sentence is completed. This program has been in full operation since September of 2016.*

*Supplemental Grant: Deschutes County Sheriff and District Attorney's office received Supplemental funds to continue with its efforts to expand the downward departure prison diversion program with a pre-trial services program. Funding will continue to support a pre-trial supervision deputy and a dedicated district attorney to review and prosecute downward departures. This program has been in operation for a little over a year and is showing great success with year one clients.*

*This grant agreement requires consistent and frequent communication with the Local Public Safety Coordinating Council (LPSCC), quarterly financial reports, semi-annual program reports and communication with the Criminal Justice Commission which administers the grant. The Parole & Probation division of Community Justice administers grant funds for all county entities receiving funding and works in partnership with the Sheriff's Office and District Attorney's office to fulfill grant requirements and offer quality, effective services.*

**BUDGET IMPACTS:**

*Total Grant Award: \$2,149,224.01*

- *Formula Grant: \$1,743,505 over 2 years. Already accounted for in Adult Parole and Probation budget for FY21 (No new FTE for formula).*
  - *\$179,743 goes to Victim Services Agencies*
    - *KIDS Center*
    - *CASA of Central Oregon*
    - *Saving Grace Mary's Place*
    - *J Bar J Youth Services*
- *Supplemental Grant: \$405,719.01 over 2 years (Sheriff's Office and District Attorney's Office) (.5 new FTE for DA's office).*
  - *\$40,571.90 to same Victim Services Agencies.*

**ATTENDANCE:**

*Trevor Stephens, Management Analyst (Adult Parole and Probation)*

*Kathleen Meehan Coop, Management Analyst (District Attorney)*

*Tanner Wark, Deputy Director (Adult Parole and Probation)*

CRIMINAL JUSTICE COMMISSION  
JUSTICE REINVESTMENT GRANT PROGRAM  
GRANT AGREEMENT

885 Summer Street NE  
Salem, OR 97301

This Grant Agreement (“Agreement”) is made and entered into by and between the **State of Oregon**, acting by and through its Criminal Justice Commission (“CJC”) and **Deschutes County**, (“Grantee” and, together with CJC, the “Parties”). This Agreement shall become effective on the later of July 1, 2021 or the date when this Agreement is fully executed and approved as required by applicable law.

**1. Grant.** In accordance with the terms and conditions of this Agreement, CJC shall provide Grantee an amount not to exceed **\$2,149,224.01** (the “Grant Funds”) to assist Grantee in implementing the project described in Exhibit A (the “Project”) during the period beginning on the Project Start Date and ending on the Project End Date (the “Project Period”), as those dates are specified in Exhibit A. Grantee shall implement the project in a substantially continuous manner during the Project Period and complete the Project no later than the Project End Date. The Grant Funds may be used by Grantee solely for Eligible Costs (as described in Section 4.a) incurred by Grantee within the line items of the Project Budget (set forth in Exhibit A) during the Project Period. CJC’s obligation to disburse Grant Funds under this Agreement shall end 90 days after the Project End Date.

**2. Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A:               **Project Description and Budget**  
Exhibit B:               **Subagreement Insurance Requirements**

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 precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits; Exhibit A; Exhibit B.

**3. Reports.** Grantee shall submit the reports required by this section.

**a. Progress Reports.** Grantee shall submit to CJC reports every 6 months during Project implementation as well as such other reports and information on the Project as CJC may reasonably request (collectively, “Progress Reports”). Progress Reports must be received by CJC no later than January 25 and July 25 for the 6-month period preceding each of those dates. Progress Reports must be submitted through CJC’s grant administration website and contain all of the requested data. Grantee must receive prior approval from CJC to submit a Progress Report after its due date.

**b. Financial Reports.** Grantee shall submit to CJC a Financial Report each quarter to detail expenditures of Grant Funds during the prior calendar quarter. Financial



Reports must be received by CJC no later than October 25, January 25, April 25, and July 25 for the prior calendar quarter; provided, however, that the final Financial Report must be submitted no later than the earlier of 30 days after completion of the Project or 30 days after the Project End Date. Failure to submit a Financial Report by the due date could result in a suspension of further disbursement of Grant Funds in addition to other remedies arising from Grantee's default. Grantee must receive prior approval from CJC to submit a Financial Report after its due date.

#### 4. Disbursement and Recovery of Grant Funds.

**a. Disbursement Generally.** Subject to Section 4.b, CJC shall disburse the Grant Funds in four substantially equal installments no later than January 30, 2022, May 30, 2022, September 30, 2022, and January 30, 2023. The Grant Funds may be used solely for Eligible Costs incurred in carrying out the Project. "Eligible Costs" are the reasonable and necessary costs incurred by Grantee (or a subgrantee or subrecipient under a Subagreement) during the Project Period in implementation of the Project, and that are not excluded by CJC, either by this Agreement or by exclusion as a result of financial review or audit, subject to the following requirements and limitations:

- i. Rates for travel expenses shall not exceed those allowed by the Oregon travel policy, available at <http://www.oregon.gov/das/Financial/Acctng/Pages/Travel.aspx>.
- ii. When purchasing equipment costing over \$5,000, the Grantee must provide a description of the equipment, purchase price, date of purchase, and identifying numbers, if any, to the CJC Grant Administrator at [cjcgrants@oregon.gov](mailto:cjcgrants@oregon.gov).
- iii. As specified in OAR 213-060-0050(4), no more than 10 percent of the Grant Funds may be used for administrative costs.

**b. Conditions Precedent to Disbursement.** CJC's obligation to disburse Grant Funds to Grantee is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- i. CJC has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to make the disbursement.
- ii. Grantee is in compliance with the terms of this Agreement.
- iii. Grantee has, to the satisfaction of CJC and the Grant Review Committee, met its outcome or performance measures (as proposed in its Application and agreed to by CJC) and achieved the criteria as outlined in OAR 213-060-0060, including but not limited to reduction of prison utilization.

- iv. Grantee's representations and warranties set forth in Section 6 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- v. All Progress Reports due on or before the date of disbursement have been completed and submitted to CJC.
- vi. All Financial Reports due on or before the date of disbursement have been completed and submitted to CJC.

**5. Recovery of Unexpended Grant Funds.** Any Grant Funds disbursed to Grantee under this Agreement that remain unexpended on the earlier of termination of this Agreement, completion of the Project, or the Project End Date must be returned to CJC. Grantee shall return all Unexpended Funds to CJC within 14 days after the earlier of termination of this Agreement, completion of the Project, or the Project End Date.

**6. Representations and Warranties of Grantee.** Grantee represents and warrants to CJC as follows:

- a. Organization and Authority.** Grantee is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Grantee has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Grantee of this Agreement (1) have been duly authorized by all necessary action of Grantee and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Grantee's charter or other governing documents, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement.
- b. Binding Obligation.** This Agreement has been duly executed and delivered by Grantee and constitutes a legal, valid and binding obligation of Grantee, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. No Solicitation.** Grantee's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- d. No Debarment.** Neither Grantee nor its principals is presently debarred, suspended, or voluntarily excluded, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state agency. Grantee

agrees to notify CJC immediately if it is debarred, suspended or otherwise excluded by any state agency or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

The warranties set in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

## 7. **Records Maintenance and Access; Audit.**

**a. Records, Access to Records and Facilities.** Grantee shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards, and state minimum standards for audits of municipal corporations. Grantee shall ensure that each of its subgrantees and subrecipients complies with these requirements. CJC, the Secretary of State of the State of Oregon (the “Secretary”), and their duly authorized representatives shall have access to the books, documents, papers and records of Grantee that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, CJC, the Secretary, and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Grantee shall permit authorized representatives of CJC and the Secretary to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Grantee as part of the Project, and any transportation services rendered by Grantee.

**b. Retention of Records.** Grantee shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Project End Date. If there are unresolved audit questions at the end of the six-year period, Grantee shall retain the records until the questions are resolved.

**c. Expenditure Records.** Grantee shall document the expenditure of all funds disbursed by CJC under this Agreement. Grantee shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit CJC to verify how the moneys were expended.

## 8. **Grantee Subagreements and Procurements**

**a. Subagreements.** Grantee may enter into agreements with subgrantees and subrecipients (“Subagreements”) for implementation of portions of the Project.

**i.** Each Subagreement must be in writing executed by Grantee and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the Subagreement. Use of a Subagreement does not relieve Grantee of its responsibilities under this Agreement.

ii. Grantee shall notify CJC of each Subagreement and provide CJC with a copy of a Subagreement upon request by CJC. Any material breach of a term or condition of a Subagreement relating to Grant Funds provided under this Agreement must be reported by Grantee to CJC within ten (10) days of its discovery.

**b. Subagreement indemnity; insurance.**

*Each Grantee Subagreement shall require each other party to such Subagreement, that is not a unit of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111, to indemnify, defend, save and hold harmless the CJC and its officers, employees and agents 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 the other party to the Subagreement or any of such party's officers, agents, employees or contractors ("Claims"). It is the specific intention of the Parties that CJC shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the CJC, be indemnified by the other party to the Subagreement from and against any and all Claims.*

Any such indemnification shall also provide that neither the other party to such Subagreement nor any attorney engaged by such party shall defend a Claim in the name of the State of Oregon or an agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that the other party to such Subagreement is prohibited from defending State or that such other party is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against the other party to such Subagreement if State elects to assume its own defense.

Grantee shall require each other party to each of its Subagreements, that is not a unit of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111, to obtain and maintain insurance of the types and in the amounts provided in Exhibit B to this Agreement.

**c. Procurements.**

i. Grantee shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code and rules.

ii. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. Justification must be provided to CJC for

any non-competitive or sole-source procurement. Justification should include a description of the equipment, materials or services procured, an explanation of why it was necessary to procure noncompetitively, time constraints and any other pertinent information. All sole source procurements in excess of \$100,000 must receive prior written approval from CJC in addition to any other approvals required by law applicable to Grantee. Intergovernmental agreements between units of government are excluded from this requirement to obtain CJC approval of sole source procurements.

**iii.** The Grantee shall be alert to organizational conflicts of interest or non-competitive practices among vendors that may restrict or eliminate competition or otherwise restrain trade. A vendor that develops or drafts specifications, requirements, statements of work, or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award in such procurement. A request for a waiver of this restriction must be submitted to and approved by CJC in advance and in writing.

**9. Default.** Grantee shall be in default under this Agreement upon the occurrence of any of the following events:

**a.** Grantee fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein, including but not limited to a failure to make progress on the four goals of the Justice Reinvestment Grant Program, as described in Exhibit A; or

**b.** Any representation, warranty or statement made by Grantee herein or in any documents or reports relied upon by CJC to monitor implementation of the Project, the use of the Grant Funds or the performance by Grantee is untrue in any material respect when made.

**10. Remedies upon Default.** If Grantee's default is not cured within 30 calendar days of written notice thereof to Grantee from CJC or such longer period as CJC may authorize in its sole discretion, CJC may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of this Agreement as provided in Section 11.a.ii, suspension of further disbursements of Grant Funds, recovery of Grant Funds (including but not limited to return, upon CJC's demand, of any Grant Funds expended in violation or contravention of one or more of the provisions of this Agreement), and declaration of ineligibility for the receipt of future awards from CJC.

**11. Termination**

**a. Termination by CJC.** CJC may terminate this Agreement upon thirty (30) days advance written notice of termination to Grantee. In addition, CJC may terminate this Agreement effective upon delivery of written notice of termination to Grantee, or at such later date as may be established by CJC in such written notice, if:

- i. Grantee fails to implement the Project during the Project Period or commencement or continuation of the Project by Grantee is, for any reason, rendered improbable, impossible, or illegal; or
- ii. Grantee is in default under this Agreement and has failed to cure the default within the time period specified in Section 10; or
- iii. Grantee takes an action without the approval of CJC that, under the provisions of this Agreement, requires the approval of CJC; or
- iv. CJC fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement; or
- v. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
- vi. The Project would not produce results commensurate with the further expenditure of funds.

**b. Termination by Grantee.** Grantee may terminate this Agreement effective upon delivery of written notice of termination to CJC, or at such later date as may be established by Grantee in such written notice, if:

- i. After conferring with CJC, Grantee has determined that the requisite local funding to continue the Project is unavailable to Grantee or Grantee is unable to continue implementation of the Project as a result of circumstances not reasonably anticipated by Grantee at the time it executed this Agreement and that are beyond Grantee’s reasonable control; or
- ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.

**c. Effect of Termination.** Upon termination of this Agreement, CJC may end all further disbursements of Grant Funds. Termination of this Agreement shall not affect Grantee’s obligations under this Agreement or CJC’s right to enforce this Agreement against Grantee in accordance with its terms, with respect to Grant Funds actually received by Grantee or with respect to portions of the Project actually implemented. Specifically, but without limiting the generality of the preceding sentence, Sections 7 and 12 shall survive termination of this Agreement.

**12. GENERAL PROVISIONS**

**a. 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 CJC or Grantee relating to this Agreement or the Project and with respect

to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's contribution obligation with respect to the Third Party Claim.

With respect to a Third Party Claim for which CJC is jointly liable with Grantee (or would be if joined in the Third Party Claim), CJC 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 Grantee in such proportion as is appropriate to reflect the relative fault of the CJC on the one hand and of the Grantee 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 CJC on the one hand and of Grantee 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. CJC's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if CJC had sole liability in the proceeding.

With respect to a Third Party Claim for which Grantee is jointly liable with CJC (or would be if joined in the Third Party Claim), Grantee 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 CJC in such proportion as is appropriate to reflect the relative fault of Grantee on the one hand and of CJC 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 Grantee on the one hand and of CJC 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. Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

**b. Dispute Resolution.** 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.

**c. Amendments; budget changes.** This Agreement may be amended only by a written instrument signed by both Parties and approved as required by applicable law. Grantee may propose changes to the Project Budget in Exhibit A that do not increase the total budget amount. If Grantee's proposed changes do not alter any line item in the Project Budget by more than ten percent, the proposed changes to the Project Budget will be effective upon written approval by CJC delivered to Grantee as provided in Section 12.f. All other changes to the Project Budget must be implemented through a formal amendment to this Agreement before the changes become effective.

**d. Duplicate Payment.** Grantee is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for costs covered by Grant Funds under this Agreement from any agency of the State of Oregon or any other party, organization or individual.

**e. No Third-Party Beneficiaries.** CJC and Grantee 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 or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

Grantee acknowledges and agrees that the federal government, absent express written consent by the federal government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Grantee or any other person pertaining to any matter resulting from the this Agreement.

**f. Notices.** Except as otherwise expressly provided in this Agreement, any notices to be given by a Party to the other Party hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same by registered or certified mail, postage prepaid, to Grantee Contact or CJC Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 12.f. Any notice personally delivered shall be deemed to be given when actually delivered. Any notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against CJC, such facsimile transmission must be confirmed by telephone notice to CJC Contact. Any notice by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any notice by registered or certified mail shall be deemed to be given three (3) days after mailing. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be deemed notices under this Section unless receipt by the other Party is expressly acknowledged in writing by the receiving party.

**g. Work Product.** To the extent it has the necessary rights, Grantee hereby grants to CJC a non-exclusive, irrevocable, perpetual, royalty-free, license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display for governmental purposes, all documents, reports and works of authorship created,



produced or obtained as part of or in connection with the Project ("Work Product"). Grantee shall deliver copies of Work Product to CJC upon request. In addition, if applicable law requires that the CJC own any intellectual property created, produced or obtained as part of or in connection with the Project, then Grantee shall execute such further documents and instruments as CJC may reasonably request in order to assign ownership in the intellectual property to CJC.

**h. Governing Law, Consent to Jurisdiction.**

**i.** 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.

**ii.** Any claim, action, suit or proceeding (collectively, "Claim") between CJC (and/or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon (unless Oregon law requires that it be brought and conducted in another Oregon county). Grantee hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such form is an inconvenient forum.

**iii.** Notwithstanding Section 12.h.ii above, if a Claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This Section 12.h.iii applies to a Claim brought against CJC or any other agency or department of the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This Section 12.h.iii is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

**i. Compliance with Law.** Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project. Without limiting the generality of the foregoing, Grantee expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

**j. Insurance; Workers' Compensation.** All employers, including Grantee, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage

limits of not less than \$500,000 must be included. Grantee shall ensure that each of its subgrantees and subrecipients complies with these requirements.

**k. Independent Contractor.** Grantee shall implement the Project as an independent contractor and not as an agent or employee of CJC. Grantee has no right or authority to incur or create any obligation for or legally bind CJC in any way. CJC cannot and will not control the means or manner by which Grantee implements the Project, except as specifically set forth in this Agreement. Grantee is responsible for determining the appropriate means and manner of implementing the Project. Grantee acknowledges and agrees that Grantee is not an “officer”, “employee”, or “agent” of CJC, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.

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

**m. Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

**n. Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or 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.

Grantee, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

**Approved by Grantee**

\_\_\_\_\_  
Signature of Grantee Date

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Federal Tax ID Number State Tax ID Number

**Approved by Criminal Justice Commission**

\_\_\_\_\_  
Kenneth Sanchagrin, Executive Director Date

Approved for Legal Sufficiency

\_\_\_\_\_  
Approved for Legal Sufficiency by AAG Sam Zeigler on 8/16/21 via email

CJC Contact  
CJC Grant Administrator  
Ian Davidson  
885 Summer St. NE  
Salem, OR 97301-2524  
[ian.davidson@cjc.oregon.gov](mailto:ian.davidson@cjc.oregon.gov)  
503-302-1990

Grantee Contact  
Deschutes County  
Trevor Stephens  
63360 NW Britta St Building #2  
Bend, OR 97703  
[trevor.stephens@deschutes.org](mailto:trevor.stephens@deschutes.org)  
541-330-8261

**EXHIBIT A**

**Project Description and Budget**

The goal of the Criminal Justice Commission’s *Justice Reinvestment Grant Program* (“Grant Program”) is to financially support Oregon localities in fulfilling the requirements of House Bill 3194 (2013) by reducing prison populations of offenders convicted of felonies described in ORS 137.717, 475.752 to 475.935, 811.182, 813.010, or 813.011 and averting future prison construction; reducing recidivism through evidence-based practices and data-driven research; increasing public safety through collaboration; and increasing offender accountability.

The Grant Program requires a data-driven approach to (1) analyze criminal justice trends to understand drivers of local prison use; (2) promote the effective implementation of investments that increase public safety and improve offender accountability; (3) measure the impact of policy changes and reinvestment resources; and (4) tie results to future funding. Accordingly, Grantee shall base implementation of its Project on existing research and evidence-based practices.

In implementing its Project, Grantee shall establish a process to assess offenders within its jurisdiction and provide a continuum of community-based sanctions, services and programs that results in progress on the following goals of the Grant Program: (1) reducing recidivism of offenders while protecting public safety and holding offenders accountable and (2) reducing utilization of prison capacity by offenders convicted of felonies described in ORS 137.717, 475.752 to 475,935, 811.182, 813.010, or 813.011 while protecting public safety and holding offenders accountable.

Project Start Date: July 1, 2021  
 GRANT #: JR 23-008  
 GRANTEE PROGRAM CONTACT:  
 Trevor Stephens  
 EMAIL: [trevor.stephens@deschutes.org](mailto:trevor.stephens@deschutes.org)  
 TELEPHONE: 541-330-8261

Project End Date: December 31, 2023  
 GRANTEE FISCAL CONTACT:  
 Deevy Holcomb  
 EMAIL: [deevy.holcomb@deschutes.org](mailto:deevy.holcomb@deschutes.org)  
 TELEPHONE: 541-322-7644

**BUDGET SUMMARY:**

	Grant Funds Awarded
Personnel	\$920,976.00
Contractual Services	\$492,786.00
Administrative	\$150,000.00
Victim Services: KIDS Center	\$62,910.00
Victim Services: CASA of Central Oregon	\$44,935.63
Victim Services: Saving Grace – Imagine Life Without Violence	\$44,935.92
Victim Services: Saving Grace – Bar J Youth Services	\$26,961.45
Supplemental Program	\$365,147.11
Supplemental Victim Services	\$40,571.90
<b>Total</b>	<b>\$2,149,224.01</b>

**EXHIBIT B**

**Subagreement Insurance Requirements**

Grantee shall require each other party to a Subagreement that is not a unit of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, CERTIFICATES OF INSURANCE, and NOTIFICATION OF CHANGE OR CANCELLATION before the subgrantee performs under Subagreement, and ii) maintain the insurance in full force throughout the duration of the Subagreement. 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 CJC. Grantee shall not authorize a subgrantee to begin work under a Subagreement until the insurance is in full force. Thereafter, Grantee shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Grantee shall incorporate appropriate provisions in the Subagreements permitting it to enforce subgrantee 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 Subagreement as permitted by the Subagreement, or pursuing legal action to enforce the insurance requirements. In no event shall Grantee permit a subgrantee to work under a Subagreement when the Grantee is aware that the subgrantee is not in compliance with the insurance requirements.

TYPES AND AMOUNTS.

i. WORKERS COMPENSATION. Workers' Compensation Insurance as required by applicable workers' compensation laws for persons performing work under a Subagreement including Employers' Liability Insurance with limits not less than \$500,000 each accident.

ii. PROFESSIONAL LIABILITY

Required by CJC    Not required by CJC.

Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Subagreement, in an amount not less than  \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$3,000,000. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability Insurance coverage, or the subgrantee shall provide Tail Coverage as stated below.

iii. COMMERCIAL GENERAL LIABILITY.

Required by CJC    Not required by CJC.

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to CJC. This insurance shall include personal injury liability, products and completed operations and contractual liability coverage for the indemnity provided under the Subagreement. Coverage shall be written on an occurrence form basis in an

amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

iv. AUTOMOBILE LIABILITY.

Required by CJC    Not required by CJC.

Automobile Liability Insurance covering all owned, non-owned and hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage.

ADDITIONAL INSURED. The Commercial General Liability insurance and Automobile Liability insurance must include the State of Oregon, CJC, and their officers, employees and agents as Additional Insureds but only with respect to the activities to be performed under the Subagreement. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"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, the subgrantee shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subagreement, for a minimum of 24 months following the later of : (i) the subgrantee's completion and Grantee's acceptance of all work required under the Subagreement or, (ii) the expiration of all warranty periods provided under the Subagreement.

CERTIFICATE(S) OF INSURANCE. Grantee shall obtain from the subgrantee a certificate(s) of insurance for all required insurance before the subgrantee performs under the Subagreement. The certificate(s) list the State of Oregon, its officers, employees and agents as a Certificate holder and as Additional Insured, specify that subgrantee shall pay for all deductibles, self-insured retention and self-insurance, if any, that all coverage shall be primary and non-contributory with any other insurance and self-insurance, and confirm that either an extended reporting period of at least 24 months is provided on all claims made policies or that tail coverage is provided. As proof of insurance, CJC has the right to request copies of the certificate(s) or insurance policies relating to the insurance requirements in this Agreement.

NOTICE OF CHANGE OR CANCELLATION. The subgrantee or its insurer must provide at least 30 days' written notice to Grantee and CJC before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW. Grantee agrees to periodic review of insurance requirements by CJC under this agreement and to provide updated requirements as mutually agreed upon by Grantee.



# Oregon

Kate Brown, Governor

## Criminal Justice Commission

885 Summer St. NE  
Salem, OR 97301  
TEL: 503-378-4830  
FAX: 503-378-4861  
Kenneth Sanchagrin  
Executive Director

December 8, 2021

Deschutes County  
Trevor Stephens  
63360 NW Britta St Building #2  
Bend, OR 97703

### COMMISSIONERS

Jerome Brooks, Chair  
Jeff Auxier  
Jessica Beach  
Rob Bovett  
Wally Hicks  
Jessica Kampfe  
Sebastian Tapia  
Sen. Floyd Prozanski\*  
Rep. Duane Stark\*  
\*Non-Voting

Subject: 2021-23 Justice Reinvestment Grant Program Award Letter

Dear Trevor Stephens,

On behalf of the Criminal Justice Commission (CJC), Deschutes County has been awarded \$2,149,224.01 under the 2021-23 Justice Reinvestment Grant Program (JRI).

Included please find the Grant Award Agreement and other conditions. The award is subject to all programmatic and financial requirements, including timely submissions of any reports and requests for information.

Award Number:	JR-23-08	Project Start:	July 1, 2021
Amount:	\$2,149,224.01	Project End:	December 31, 2023
Award Date:	October 20, 2021		

### TO ACCEPT THIS AWARD

Included is the Grant Award Agreement. Please review, sign and return this agreement to CJC as soon as possible, but no later than January 10, 2022 in order to receive your first disbursement by January 30, 2022. Electronic copies should be emailed to [ian.davidson@cjc.oregon.gov](mailto:ian.davidson@cjc.oregon.gov).

CJC will execute the agreement and return a fully executed electronic copy to you for your files.

**IMPORTANT RESPONSIBILITIES**

Please consult the Grant Award Agreement for a full list of responsibilities.

*Semi-Annual Progress and Financial Reports:*

Grantees are required to submit semi-annual progress reports and financial reports online through the CJC’s grant administration website at <https://cjc-grants.smapply.io/>. The detail for these reports is listed in the Grant Award Agreement.

*Amendments:*

Grantees are required to submit all amendment requests through the CJC’s grant administration website. Only (1) amendment will be allowed per reporting period. Final amendments must be submitted by October 25, 2023 to be processed.

*Travel:*

Lodging must be at the federal GSA rate to be reimbursed. If the lodging rate is not the federal rate or less none of the lodging costs will be reimbursed. Other policies around travel reimbursements can be found in the Statewide Travel Policy (OAM 40.10.00).

*Subaward Contracts and Agreements:*

Grantees are responsible for notifying CJC of all sub-recipients of 2021-23 Justice Reinvestment Grant Program funds. CJC reserves the right to obtain copies of all subawards, contracts and agreements. As a grantee you are responsible to ensure sub-recipients adhere to all the requirements in your Grant Award Agreement with CJC.

**GRANT MANAGEMENT HANDBOOK**

An updated version of the [Grant Management Handbook](#) is available.

CJC strives to create an inclusive environment that welcomes and values the diversity of the people we serve. The commission fosters fairness, equity, and inclusion to create a workplace environment where everyone is treated with respect and dignity regardless of race, color, religion, gender, disability, physical stature, age, national origin, sexual orientation, marital status, or political affiliation. Recipients of grant funds are expected to comply with these state and federal laws as outlined in the handbook.

If you have additional questions, please do not hesitate to contact Ian Davidson at [ian.davidson@cjc.oregon.gov](mailto:ian.davidson@cjc.oregon.gov).

Sincerely,



Ken Sanchagrín, Executive Director  
Criminal Justice Commission  
885 Summer Street NE  
Salem, OR 97301



**DESCHUTES COUNTY DOCUMENT SUMMARY**

(NOTE: This form is required to be submitted with ALL contracts and other agreements, regardless of whether the document is to be on a Board agenda or can be signed by the County Administrator or Department Director. If the document is to be on a Board agenda, the Agenda Request Form is also required. If this form is not included with the document, the document will be returned to the Department. Please submit documents to the Board Secretary for tracking purposes, and not directly to Legal Counsel, the County Administrator or the Commissioners. In addition to submitting this form with your documents, please submit this form electronically to the Board Secretary.)

Please complete all sections **above** the Official Review line.

**Date:** 12/15/2021                      **Department:** Adult Parole and Probation  
**Name:** Oregon Criminal Justice Commission  
**Contact:** Ian Davidson    **Contractor Phone #:** 503-378-6374

**Type of Document:** Grant Agreement for 21-23 Biennium 2021-1023

**Goods and/or Services:** Justice Reinvestment Initiative Grant providing funding for offenders with downward departure or short-term transitional leave programming and supervision; creating a pretrial release and supervision program; and programming by local victim’s services agencies.

**Background & History:** On August 23, 2021 we came before the Board and received permission to apply for Justice Reinvestment Grant Funds, both formula and supplemental. Our formula application was approved at 100% of request. Our supplemental application was approved at 68% of request. Funding must support efforts to control ever increasing prison growth by investing in local criminal justice systems. This grant agreement covers the period July 1, 2021-December 31, 2023.

Formula Grant: Funding will be used for Department of Community Justice – Parole & Probation staff and services to safely improve prison and recidivism reduction through working with clients who have received a Downward Departure (sentence in lieu of prison) or authorization from the state to return to the community up to 180 days before their prison sentence is completed. This program has been in full operation since September of 2016.

Supplemental Grant: Deschutes County Sheriff and District Attorney’s office received Supplemental funds to continue with its efforts to expand the downward departure prison diversion program with a pre-trial services program. Funding will continue to support a pre-trial supervision deputy and a dedicated district attorney to review and prosecute downward departures. This program has been in operation for a little over a year and is showing great success with year one clients.

This grant agreement requires consistent and frequent communication with the Local Public Safety Coordinating Council (LPSCC), quarterly financial reports, semi-annual program reports and communication with the Criminal Justice Commission which administers the grant. The Parole & Probation division of Community Justice administers grant funds for all county entities receiving funding and works in partnership with the Sheriff’s Office and District Attorney’s office to fulfill grant requirements and offer quality, effective services.

**Agreement Starting Date:** 07/01/2021                      **Ending Date:** 12/31/2023

**Annual Value or Total Payment:** \$2,149,224.01 over Biennium.

- Insurance Certificate Received (check box)
- General Liability Insurance Expiration Date: \_\_\_\_\_
- Professional Liability Insurance Expiration Date: \_\_\_\_\_

Check all that apply:

- RFP, Solicitation or Bid Process
- Informal quotes (<\$150K)
- Exempt from RFP, Solicitation or Bid Process (specify – see DCC §2.37)

**Funding Source:** (Included in current budget?  Yes  No

If **No**, has budget amendment been submitted?  Yes  No

**Is this a Grant Agreement providing revenue to the County?**  Yes  No

Special conditions attached to this grant: Reporting requirements

Deadlines for reporting to the grantor: Financial spending reports are due the 25<sup>th</sup> of the Month following the close of each quarter. Semi-annual reports are due January 25<sup>th</sup>, 2022, July 25<sup>th</sup>, 2022, January 25<sup>th</sup> 2023, and July 25<sup>th</sup> 2023. Victim services reports are due July 25<sup>th</sup>, 2022 and July 25<sup>th</sup> 2023.

If a new FTE will be hired with grant funds, confirm that Personnel has been notified that it is a grant-funded position so that this will be noted in the offer letter:  Yes  No

Contact information for the person responsible for grant compliance:

Name: Ian Davidson, Title, Criminal Justice Commission

Phone #: 503-378-6374

**Departmental Contact and Title:** Trevor Stephens, Management Analyst

**Phone #:** 541-330-8261

**Department Director Approval:** \_\_\_\_\_ 12-15-21

*I Davidson*  
Signature

Date

**Distribution of Document:** Return to Trevor Stephens, Adult Parole and Probation

**Official Review:**

County Signature Required (check one):

- BOCC (if \$150,000 or more) – BOARD AGENDA Item
- County Administrator (if \$25,000 but under \$150,000)
- Department Director - Health (if under \$50,000)
- Department Head/Director (if under \$25,000)

Legal Review \_\_\_\_\_ Date \_\_\_\_\_

Document Number



## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** 12/20/2021

**SUBJECT:** Deschutes County Justice Reinvestment Grant Funded FTE

**RECOMMENDED MOTION:**

*Move approval of authorization for the hiring of a FTE to implement the Supplemental Grant of the Commission Justice Reinvestment Grant Agreement.*

**BACKGROUND AND POLICY IMPLICATIONS:**

On August 23, 2021 the Board authorized our application to apply for the Justice Reinvestment Supplemental Grant. Funding through this grant must support efforts to control ever increasing prison growth by investing in local criminal justice systems. The program has been in operation for a little over a year and is showing great success with our year-one clients.

Our FY21-23 proposal was approved at 68% of our request, which will still allow the Deschutes County Sheriff and District Attorney's office to continue our efforts to expand the downward departure prison diversion program with a pretrial services program through the funding of a pretrial supervision deputy and a dedicated deputy district attorney (DDA). The DDA will work in partnership with the Pretrial Deputy to assess all pretrial defendants, who are prison eligible for drug and property offenses. The DDA will review the screenings and comprehensive offender assessments to safely expand our current downward departure prison diversion and pretrial programs and will prosecute all downward departures.

The grant agreement covers the period July 1, 2021-December 31, 2023, but the support for the FTE is budgeted to the end of the FY22 fiscal year. The pretrial Deputy is currently a funded position through the Sheriff's Office. The DDA position is a new position. The DA's office will oversee the 0.5 FTE Deputy District Attorney position and P&P will administer the grant funds and appropriate the DA's portion as a pass through.

**BUDGET IMPACTS:**

Supplemental Grant FTEs

- 0.5 new FTE for DA's office - \$144,256

There will be a reduction in the State Revenue line as it was originally projected as a 1.0 FTE DDA position within the FY22 budget, but funding was awarded at .5 FTE Deputy District Attorney (DDA) from 7/1/2021-12/31/2023.

**ATTENDANCE:**

Kathleen Meehan Coop, Management Analyst (District Attorney)

Trevor Stephens, Management Analyst (Adult Parole and Probation)

Deschutes County  
Appropriation of New Grant

REVENUE FY22

Item	Line Number	Project Code	Segment 2	Org	Object	Description	Current Budgeted Amount	To (From)	Revised Budget
1				0011150	334012	State Grant JRI- DDA .5 FTE	167,314	(69,297)	98,017
<b>TOTAL</b>							<b>167,314</b>	<b>(69,297)</b>	<b>98,017</b>

APPROPRIATION FY22

Item	Line Number	Project Code	Segment 2	Org	Object	Category (Pers, M&S, Cap Out, Contingency)	Description (Element-Object, e.g. Time Mgmt, Temp Help, Computer Hardware)	Current Budgeted Amount	To (From)	Revised Budget
2				0011150	410101	Personnel	Regular Salaries (1.00 FTE)	5,273,367.00	27,619	5,300,986
3				0011150	420101	Personnel	Health Insurance	1,095,337.00	9,084	1,104,421
4				0011150	420301	Personnel	FICA	405,675.00	2,113	407,788
5				0011150	420201	Personnel	PERS	1,181,770.00	5,880	1,187,650
6				0011150	420501	Personnel	Unemployment	20,463.00	285	20,748
7				0011150	420401	Personnel	Workers' Compensation	25,195.00	608	25,803
8				0011150	420601	Personnel	Life & LTD	18,509.00	118	18,627
<b>TOTAL</b>							<b>8,020,316</b>	<b>45,707</b>	<b>8,066,023</b>	

Subsequent to the adoption of the FY 22 budget, the District Attorney's Office was awarded a portion (\$144,256.08) of the JRI Grant to cover .5 FTE for a Deputy District Attorney (DDA) from 7/1/2021-12/31/2023. The DA's office will oversee this position and P&P will administer the grant funds and appropriate the DA's portion as a pass through. You will see a reduction in the State Revenue line as it was originally projected as a 1.0 FTE DDA position, but funding was awarded at .5 FTE DDA position. The dedicated 0.5 FTE district attorney funded through the JRI Supplemental funds will work in partnership with the Pretrial Deputy to assess all pretrial defendants, who are prison eligible for drug and property offenses. The DDA will review the screenings and comprehensive offender assessments to safely expand our current downward departure prison diversion and pretrial programs and will prosecute all downward departures.

Fund:  
Dept:  
Requested by:  
Date:

001
11
Jessica Chandler
12/15/2021

1/1/2022-6/30/2023	Year 1	Year 2
County Employee .50 FTE		
Salaries	27,619	58,156
Benefits	<u>18,088</u>	<u>37,680</u>
	45,707	95,836
Travel	<u>-</u>	<u>-</u>
Total for County Employee	<u>45,707</u>	<u>95,836</u>
	-	-
	<u>-</u>	<u>-</u>
	<u>-</u>	<u>-</u>
Total Grant	<u>45,707</u>	<u>95,836</u>
Total Award for FTE	144,256	
Total Position Cost	<u>141,543</u>	
	<u>2,713</u>	Cost remaining



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: December 20, 2021

SUBJECT: Discussion of Board Approval of FTE for Deschutes County Public Health’s Clinical Services Nurse Practitioner

RECOMMENDED MOTION:

No motion at this time.

BACKGROUND AND POLICY IMPLICATIONS:

The Reproductive Health Clinics in the Public Health Clinical Services Program requests to increase a vacant 0.5 Full-time Equivalent (FTE) regular Nurse Practitioner (position #2626) to 1.0 FTE. Meeting the clinical needs at multiple locations with a 0.5 FTE Nurse Practitioner is challenging and this vacancy provides the opportunity to maximize capacity and flexibility. Increasing Nurse Practitioner hours directly impacts Public Health’s ability to provide needed services to the community and will allow more robust access to in-person clinical services.

The funding to do so will come from the following sources:

The HIV Early Intervention and Outreach Services (EISO)-- pre-approved 0.2 FTE Nurse Practitioner starting 1/1/2022 and ongoing (see included email).

- a. This is a five-year grant program within Deschutes County Public Health through Oregon Health Authority (OHA), anticipated to continue as ongoing program element funds.
b. The work of this grant includes specialized clinical services to high-risk individuals living with HIV or for the prevention of HIV.

The Substance Abuse and Mental Health Services Administration System of Care Expansion (SoC) grant with Behavioral Health Comprehensive Care for Youth and Families program-- pre-approved 0.3 FTE Nurse Practitioner starting 1/1/2022 through 8/31/2022 (see included

approval). Starting 9/1/2022 funding will be from existing the Central Oregon Health Council's Quality Improvement Measures program.

- a. Behavioral Health-Public Health partnership will expand on the grant's goal that "children, youth and young adults served will experience improved behavioral and physical health and functioning."
- b. Required activities of this grant include "care coordination, including with primary care providers and wellness programs such as smoking cessation and healthy lifestyle education."

If the Board is in support of the additional 0.5 FTE, a resolution and budget adjustment will be placed on the next available consent agenda for approval.

**BUDGET IMPACTS:**

Increase of 0.5 FTE in Health Services Fund will result in an additional FY 2022 cost of \$3,602. For subsequent years and funding sources, please see the attached five-year fiscal analysis.

**ATTENDANCE:**

Anne Kilty NP and Clinical Services Manager  
Nahad Sadr-Azodi, Public Health Director





**From:** [Lulow, Eric \(SAMHSA\)](#)  
**To:** [Cheryl Smallman](#)  
**Cc:** [Lana Lane](#); [Shannon Brister](#)  
**Subject:** FW: Request for Support of 0.3 FTE Nurse Practitioner with Carryover Funds  
**Date:** Thursday, December 9, 2021 7:41:16 AM  
**Attachments:** [image003.png](#)  
[image004.png](#)  
[image005.png](#)  
[image006.png](#)  
[image001.jpg](#)

[EXTERNAL EMAIL]

Hello Cheryl,  
Please see Troy’s comments below. We are both in agreement that you may proceed with this hiring. I hope that this email chain will be sufficient for your needs. Let me know if you require anything additional.  
Thanks!

**From:** Valladares, Troy (SAMHSA/OFR)  
**Sent:** Tuesday, December 7, 2021 5:25 PM  
**To:** Lulow, Eric (SAMHSA)  
**Subject:** RE: Request for Support of 0.3 FTE Nurse Practitioner with Carryover Funds

Good afternoon Eric,  
It is good that the recipient reached out for clarification as to whether the proposed spending would be acceptable. Apart from the hire of the position being allowable, my other primary concern would have been funding for a recurring position in future budget periods when carryover UOB may not be available to support the cost and since they explained this I have no objections and concur with your programmatic approval.

Intent to carryover requests for spending prior year UOB in the current year are considered approved once the FFR is accepted. Apart from acceptance of the FFR, **No Notice of Award (or formal approval) is issued** and the recipient has Expanded Authority to proceed with expending the carryover UOB for reasonable, allowable and allocable costs aligned with achieving the goals and objectives of the grant program. However, the year 1 FFR that they submitted on 10/28/2012 was rejected on 11/02/2021 and a revision was not re-submitted. Once the revision is submitted and the FFR is accepted (that is, the status changes from “Received” to “Accepted” in eRA or from “Report Certified/Pending Agency Approval” to “HQ Awarding Agency Approval” in PMS), they may proceed.

Thank you,  
**Troy Valladares**

Grants Management Specialist  
Substance Abuse and Mental Health Services Administration (SAMHSA)  
Division of Grants Management (DGM) / Office of Financial Resources (OFR)  
5600 Fishers Lane | Rockville, MD 20852  
Email: [Troy.Valladares@samhsa.hhs.gov](mailto:Troy.Valladares@samhsa.hhs.gov)  
(O): 240.276.1967



**From:** Lulow, Eric (SAMHSA) <[Eric.Lulow@samhsa.hhs.gov](mailto:Eric.Lulow@samhsa.hhs.gov)>

**Sent:** Monday, December 6, 2021 1:28 PM

**To:** Valladares, Troy (SAMHSA/OFR) <[Troy.Valladares@samhsa.hhs.gov](mailto:Troy.Valladares@samhsa.hhs.gov)>

**Subject:** FW: Request for Support of 0.3 FTE Nurse Practitioner with Carryover Funds

Hey Troy I wanted to pass this along. The grantee is needing a letter from SAMHSA allowing them the ability to hire a position using carryover funds (see below). They have a sustainability plan for how they would keep the position once the carryover funds go and it otherwise is something I would give programmatic approval for. Just wanted to get your thoughts and see how we should respond. Thanks.

**From:** Cheryl Smallman <[Cheryl.Smallman@deschutes.org](mailto:Cheryl.Smallman@deschutes.org)>

**Sent:** Monday, December 6, 2021 1:09 PM

**To:** Lulow, Eric (SAMHSA) <[Eric.Lulow@samhsa.hhs.gov](mailto:Eric.Lulow@samhsa.hhs.gov)>

**Cc:** Shannon Brister <[Shannon.Brister@deschutes.org](mailto:Shannon.Brister@deschutes.org)>; Lana Lane <[Lana.Lane@deschutes.org](mailto:Lana.Lane@deschutes.org)>; Anne Kilty <[Anne.Kilty@deschutes.org](mailto:Anne.Kilty@deschutes.org)>; Daniel Emerson <[Daniel.Emerson@deschutes.org](mailto:Daniel.Emerson@deschutes.org)>

**Subject:** RE: Request for Support of 0.3 FTE Nurse Practitioner with Carryover Funds

Hi Eric,

I wanted to circle back on this request. Is this letter or email confirming use of the carryover grant funds something that you can provide? We will need this in order to receive staffing approval and will then recruit.

Thanks,

Cheryl

**From:** Cheryl Smallman

**Sent:** Thursday, December 2, 2021 4:47 AM

**To:** [Eric.Lulow@samhsa.hhs.gov](mailto:Eric.Lulow@samhsa.hhs.gov)

**Cc:** Shannon Brister <[Shannon.Brister@deschutes.org](mailto:Shannon.Brister@deschutes.org)>; Lana Lane <[Lana.Lane@deschutes.org](mailto:Lana.Lane@deschutes.org)>

**Subject:** Request for Support of 0.3 FTE Nurse Practitioner with Carryover Funds

Hi Eric,

Deschutes County submitted its FFR indicating an informal carryover of up to 25%. As part of that, we would like to request the grant support a 0.3 full-time equivalent Nurse Practitioner through August 2022 that will meet with the System of Care grantees. In order to proceed, we are seeking an email or other documentation that indicates support/approval from SAMHSA for use of the carryover funds towards this purpose, which we would use to request our Board of County Commissioners approve the FTE.

In terms of sustainability: an ongoing commitment to fund this 0.3 FTE is obtained from our Public Health Division as part of an integration effort. Furthermore, we expect this position to be revenue generating, and will use the time between date of fill and August to determine the level of revenue it can generate (and this will be reported on the FFR). We estimate this 0.3 FTE will cost \$20,451 through August.

Would you be able to generate a letter for us indicating SAMHSA's approval to use the funds for this purpose?

Thank you, and please let me know if you have any questions.

**Cheryl Smallman | Business Officer**  
**DESCHUTES COUNTY HEALTH SERVICES**  
 2577 NE Courtney Dr. | Bend, Oregon 97701



**Office: 541-322-7449 |**



*Our Mission: To Promote and Protect the Health and Safety of Our Community*

*Confidentiality Notice: This e-mail message, including any attachments, is for the sole use of the intended recipient and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message. Thank you!*

Hi Anne,

Here is the email from OHA which states all positions are approved. I have attached the revised budget, which includes our positions. I did eliminate the HIV Alliance position with a two month transition period as well as the Latinx position as OHA will be contracting directly with organizations to do that work.

Kath

---

**From:** Knapp Alicia T <[ALICIA.T.KNAPP@dhsoha.state.or.us](mailto:ALICIA.T.KNAPP@dhsoha.state.or.us)>  
**Sent:** Thursday, November 18, 2021 11:54 AM  
**To:** Kathy Christensen <[Kathy.Christensen@deschutes.org](mailto:Kathy.Christensen@deschutes.org)>; 'barbara.j.kees@state.or.us' <[barbara.j.kees@state.or.us](mailto:barbara.j.kees@state.or.us)>; Ferrer Joshua S <[JOSHUA.S.FERRER@dhsoha.state.or.us](mailto:JOSHUA.S.FERRER@dhsoha.state.or.us)>  
**Cc:** Lana Lane <[Lana.Lane@deschutes.org](mailto:Lana.Lane@deschutes.org)>; Cheryl Smallman <[Cheryl.Smallman@deschutes.org](mailto:Cheryl.Smallman@deschutes.org)>  
**Subject:** Year 5 budget  
**Importance:** High

[EXTERNAL EMAIL]

---

Hello Kathy,

Thank you for submitting your year 5 EISO budget. Please see our comments below and let me know if you have any questions. We are asking for budget revisions by November 29<sup>th</sup> at the latest.

Thank you,  
Alicia

We are asking all EISO counties to maintain their proposed budgets from year 4 for year 5. For Deschutes County EISO region, that is \$431,782. Please adjust your budgets accordingly with specific detail to the notes below.

**Deschutes County**

- Personnel:
  - Approving all positions. The new PHN II and Management Analyst position were approved by OHA and are funded in addition to the year 4 budget amount.
- Travel:

Analysis performed on a fiscal year

Fiscal Years 2022 - 2026, 7/1/21 - 6/30/2026

	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	TOTAL
<b>RESOURCES</b>						
proved 0.5 FTE regular Clinic Nurse Practitioner	\$ 34,083	\$ 74,855	\$ 80,219.00	\$ 85,081	\$ 90,312	\$ 364,550
System of Care Grant (0.3 FTE)	\$ 20,451	\$ 6,926	\$ -	\$ -	\$ -	\$ 27,377
EISO Grant (0.2 FTE)	\$ 13,633	\$ 27,704	\$ 29,744.00	\$ 31,592	\$ 33,576	\$ 136,249
PH COHC QIM (0.3 FTE after 8.31.22)	\$ -	\$ 34,630	\$ 44,617.00	\$ 47,388	\$ 50,363	\$ 176,998
	\$ 68,167	\$ 144,115	\$ 154,580	\$ 164,061	\$ 174,251	\$ 705,174
<b>REQUIREMENTS</b>						
Wages & Benefits	\$ 68,167	\$ 144,114	\$ 154,580	\$ 164,062	\$ 174,251	\$ 705,174
Travel						\$ -
Supplies						\$ -
Capital Outlay						\$ -
Contracted Services						\$ -
Total Indirect -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Costs	\$ 68,167	\$ 144,114	\$ 154,580	\$ 164,062	\$ 174,251	\$ 705,174

The Reproductive Health Clinics in the Public Health Clinical Services Program requests to increase a vacant 0.5 Full-time Equivalent (FTE) regular Nurse Practitioner (position #2626) to a 1.0 FTE. Funding to cover the additional 0.5 FTE will come from the SAMHSA System of Care Grant (0.3 FTE) through 8/31/22; Early Intervention and Outreach Services (EISO) Grant (0.2 FTE) and Public Health Central Oregon Health Council Quality Improvement Metrics 1st quarter 2020 funds. Furthermore, the additional 0.5 FTE is estimated to generate \$148,000 billable services annually, which will assist in sustainability of this position.

3,602	69,259	74,361	78,980	83,939		Increase in cost over 5 fiscal years
309	34,630	44,617	47,388	50,363	177,307	\$ covered by QIM: 0.3 FTE Dec 2021, 9/1/22-6/30/24
1,852	6,926				8,778	\$ covered by SOC: 0.3 FTE 1/1/22-8/31/22
1,441	27,704	29,744	31,592	33,576	124,057	\$ covered by EISO: 0.2 FTE 1/1/22-6/30/24 - EISO ends 12/31/22 transfer to PE 07
3,602	69,259	74,361	78,980	83,939	310,141	

77,225 Original budgeted cost for FY22 at 0.5 FTE  
 12,660 Actual cost Bourgault  
 64,565 Remaining budgeted funds for this position

68,167 Cost at 1.0 FTE starting 12/1/21  
 (64,565) Remaining budgeted funds for this position

3,602 Increase in FY22 cost over original budget



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: December 20, 2021

SUBJECT: Consideration of Board Approval to Accept Birth Certificate Grant Program Funds

RECOMMENDED MOTION:

Move approval of accepting Birth Certificate Grant Program funds.

BACKGROUND AND POLICY IMPLICATIONS:

Health Services has been awarded \$2,000.00 in grant funds from the Oregon Health Authority's (OHA) program to assist homeless persons born in Oregon with the fee for obtaining their Birth Certificate.

Funds will be used to obtain birth certificates for homeless individuals who have lost their birth certificate. In turn, birth certificates can be used to obtain identification necessary to access services, social security, and benefits, as well as housing.

BUDGET IMPACTS:

\$2,000 in OHA grant funds for program use.

ATTENDANCE:

Molly Wells Darling, Program Manager Access and Integration



## HEALTH SYSTEMS DIVISION

Kate Brown, Governor

Oregon  
**Health**  
 Authority

500 Summer Street NE, E-86  
 Salem, OR 97301-1118  
 Voice: 503-945-5763  
 Fax: 503-378-8467  
 TTY: 800-375-2863  
[www.oregon.gov/OHA/mentalhealth](http://www.oregon.gov/OHA/mentalhealth)

November 24, 2021

TO: Molly Wells  
 AGENCY: Deschutes County Health Services  
 FROM: Richard Malloy  
 REGARDING: Birth Certificate Grant Program Award Notice

Congratulations your agency has been awarded \$2,000.00 in grant funds from the Oregon Health Authority's (OHA) program to assist homeless persons born in Oregon with the fee for obtaining their Birth Certificate. Our contracts department is currently working on processing your grant agreement for this program. We expect to send out these agreements in the next month. These agreements will specify the program requirements. We will disburse funds up-front so you will have the funds on hand when you need them. You will be required to submit a quarterly report online so we can track the amount of funds expended.

Please note we received 19 applications from around the state and the goal was to get funds distributed as geographically broad as possible. As a result, the average award which was based on availability of funds is around \$2,000. Historically, this is well above what an average grant recipient would spend during their contract period. If you spend your funds down rapidly we may be able to amend your agreement if additional funds are available.

***If at any time you have questions about your grant agreement please contact me directly:***

OHA Grant Administrator = Richard Malloy  
 Email = [richard.f.malloy@dhsaha.state.or.us](mailto:richard.f.malloy@dhsaha.state.or.us)  
 Cell Phone = 503-801-5989





**BOARD OF  
COMMISSIONERS**

**AGENDA REQUEST & STAFF REPORT**

**MEETING DATE:** December 20, 2021

**SUBJECT:** Board Order 2021-065; decision whether to hear an appeal of the Hearings Officer’s approval of an application to establish a personal use airstrip.

**RECOMMENDED MOTION:**

*Move approval of Signature of Board Order 2021-065, declining to hear appeal.*

**BACKGROUND AND POLICY IMPLICATIONS:**

*On December 22, 2021, the Board of County Commissioners will consider whether to hear an appeal (land use file no. 247-21-001062-A) of a Hearings Officer’s approval of conditional use application 247-21-000666-CU and 247-21-000834-A. The personal use airstrip will consist of a 75-foot-wide by 2,000-foot-long dirt airstrip. Use of airstrip will be limited to 6 take off and landing operations per week. No structures are proposed.*

**BUDGET IMPACTS:**

*None.*

**ATTENDANCE:**

*Anthony Raguine, Principal Planner  
Will Groves, Planning Manager  
Legal Counsel*



## MEMORANDUM

**TO:** Board of County Commissioners

**FROM:** Anthony Raguine, Principal Planner

**DATE:** December 15, 2021

**RE:** Appeal of Hearings Officer's approval of an application to establish a personal use airport in the Exclusive Farm Use Zone; Land use file nos. 247-21-000666-CU, 247-000834-A and 247-21-0001062-A

On December 20, 2021 the Board of County Commissioners ("Board") will consider hearing an appeal of the Hearings Officer's approval of a conditional use permit to establish a personal use airport.

### I. PROCEDURAL HISTORY

On September 1, 2021, staff issued an administrative approval of the conditional use permit. On September 13, 2021, Annunziata Gould filed a timely appeal (247-21-000834-A) of staff's approval. A public hearing before the Hearings Officer was held on November 7, 2021. The Hearings Officer issued an approval on November 24, 2021. Ms. Gould filed a timely appeal of the Hearings Officer's approval on December 6, 2021.

### II. PROPOSAL

The proposed personal use airstrip will consist of a 75-foot-wide and 2,000-foot-long dirt airstrip. Use of the airstrip will be limited to no more than 6 take off and landing operations per week. Removal of some trees and limited grading will be required. No structures are proposed.

### III. GOULD APPEAL

Annunziata Gould, the appellant, requests the Board review the Hearings Officer's decision on appeal to address the following summarized issues.

- The subject property contains land which is less suitable for agricultural use than the proposed airstrip location.

- The applicant has not demonstrated he owns and controls the subject property and both aircraft.
- Impacts to Maston Wildlife Conservation Area and recreational users of this area.
- Impacts to nesting golden eagles.
- Conflicts with the Airport Safety Combining Zone.
- Need for a windsock and associated Landscape Management and Site Plan review.
- Inadequate compatibility analysis.
- Conflicts with Redmond Airport airspace and associated air traffic.
- Adequacy of roads serving the property.
- Impacts due to increased flight traffic from the use in an area of already congested air traffic.

Ms. Gould requests *de novo* review of the Hearings Officer’s decision.

**IV. BOARD OPTIONS**

There are two versions of Order No. 2021-065 attached to this memo; one to hear the appeal and one to decline to hear the appeal. In determining whether to hear an appeal, the Board may consider only:

1. The record developed before the Hearings Officer;
2. The notice of appeal; and
3. Recommendation of staff<sup>1</sup>

In addition, if the Board decides to hear the appeal, it may consider providing time limits for public testimony.

Reasons not to hear

The Hearings Officer’s decision is reasoned, well written, and could be supported, as the record exists today on appeal to LUBA. Additionally, there is insufficient time for the Board to conduct an appeal hearing. The 150<sup>th</sup> day is January 24, 2022.

Reasons to hear

The Board may want to take testimony and make interpretations relating to the Hearings Officer’s decision. The Board may also want to reinforce or refute some or all of the decision findings/interpretations prior to Land Use Board of Appeals review. Lastly, there was significant participation from the public and neighbors in the land use process.

If the Board chooses to hear this matter, the appellant requests the Board conduct a *de novo* hearing. Under Deschutes County Code 22.32.027(B)(3), the Board may choose to hear a matter *de novo* at their sole discretion.

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<sup>1</sup> Deschutes County Code 22.32.035(D)

If the Board decides the Hearings Officer's decision shall be the final decision of the county, then the Board shall not hear the appeal and the party appealing may continue the appeal as provided by law. The decision on the land use application and associated appeals becomes final upon the mailing of the Board's decision to decline review.

**V. STAFF RECOMMENDATION**

Staff recommends the Board not hear this appeal because staff believes the appellant was able to present all relevant evidence at the hearing and during the open record period. Further, staff agrees with the Hearings Officer's analysis and decision. Finally, staff notes there is insufficient time in the 150-day land use review clock to conduct an appeal hearing and issue a decision.

**VI. 150-DAY LAND USE CLOCK**

The 150<sup>th</sup> day on which the County must take final action on these applications is January 24, 2022.

**VII. RECORD**

The record for land use file nos. 247-21-000666-CU, 247-21-000834-A and 247-21-001062-A is as presented at the following Deschutes County Community Development Department website:

<https://www.deschutes.org/cd/page/247-21-000666-cu-247-21-000834-and-247-21-001062-private-airstrip>

The website includes the appeal application filed by Ms. Gould.

Attachments:

1. DRAFT Board Order 2021-065 Accepting Review of the Hearings Officer's Decision
2. DRAFT Board Order 2021-065 Declining Review of the Hearings Officer's Decision

REVIEWED  

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LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Order Accepting Review of Hearings \*  
Officer’s Decision in File Nos. 247-21- \* ORDER NO. 2021-065  
000666-CU and 247-21-000834-A.

WHEREAS, on November 24, 2021, the Hearings Officer approved Application Nos. 247-21-000666-CU and 247-21-000834-A; and

WHEREAS, on December 6, 2021, Annunziata Gould, the Appellant, appealed (File No. 247-21-001062-A) the Deschutes County Hearings Officer’s Decision on File Nos. 247-21-000666-CU and 247-21-000834-A; and

WHEREAS, Sections 22,32,027 and 22.32.035 of the Deschutes County Code (“DCC”) allow the Deschutes County Board of County Commissioners (“Board”) discretion on whether to hear appeals of Hearings Officer’s decisions; and

WHEREAS, the Board has given due consideration as to whether to review this application on appeal; now therefore,

THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON, HEREBY ORDERS as follows:

Section 1. That it will hear on appeal application 247-21-001062-A pursuant to Title 22 of the DCC and other applicable provisions of the County land use ordinances.

Section 2. The appeal shall be heard *de novo*.

Section 3. Staff shall set a hearing date and cause notice to be given to all persons or parties entitled to notice pursuant to DCC 22.24.030 and DCC 22.32.030.

Section 4. Pursuant to Section 22.32.024, the Board waives the requirement that the appellants provide a complete transcript for the appeal hearing.

Section 5. Pursuant to DCC 22.32.035(D), to date the only documents placed before and considered by the Board are the notice of appeal, recommendations of staff, and the record

12/20/2021 Item #28.

developed before the lower hearings body for file nos. 247-21-000666-CU-A and 247-21- (appeal file no. 247-21-001062-A) as presented at the following website:

<https://www.deschutes.org/cd/page/247-21-000666-cu-247-21-000834-and-247-21-001062-private-airstrip>

Going forward, all documents further placed before, and not rejected by, the Board shall be added to the aforementioned website, and that website shall be the Board’s official repository for the record in this matter.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2021.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
ANTHONY DeBONE, Chair

\_\_\_\_\_  
PHIL CHANG, Vice Chair

ATTEST:

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
PATTI ADAIR, Commissioner

ORDER NO. 2021-065

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REVIEWED  

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LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Order Denying Review of Hearings Officer’s Decision in File Nos. 247-21-000666-CU and 247-21-000834-A. \* \* ORDER NO. 2021-065

WHEREAS, on November 24, 2021, the Hearings Officer approved Application Nos. 247-21-000666-CU and 247-21-000834-A; and

WHEREAS, on December 6, 2021, Annunziata Gould, the Appellant, appealed (File No. 247-21-001062-A) the Deschutes County Hearings Officer’s Decision on File Nos. 247-21-000666-CU and 247-21-000834-A; and

WHEREAS, Sections 22.32.027 and 22.32.035 of the Deschutes County Code (“DCC”) allow the Deschutes County Board of County Commissioners (“Board”) discretion on whether to hear appeals of Hearings Officers’ decisions; and

WHEREAS, the Board has given due consideration as to whether to review this application on appeal; now, therefore,

THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON, HEREBY ORDERS as follows:

Section 1. That it will not hear on appeal application 247-21-001062-A pursuant to Title 22 of the DCC and/or other applicable provisions of the County land use ordinances.

Section 2. Pursuant to DCC 22.32.015, the County shall refund any portion of the appeal fee not yet spent processing the subject application. If the matter is further appealed to the Land Use Board of Appeals and the County is required to prepare a transcript of the hearing before the Hearings Officer, the refund shall be further reduced by an amount equal to the cost incurred by the County to prepare such a transcript.

Section 5. Pursuant to DCC 22.32.035(D), the only documents placed before and considered by the Board are the notice of appeal, recommendations of staff, and the record developed before the lower hearing body for file nos. 247-21-000666-CU-A and 247-21-000834-A (appeal file no. 247-21-001062-A) as presented at the following website:

DATED this \_\_\_\_ day of \_\_\_\_\_, 2021.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
ANTHONY DeBONE, Chair

ATTEST:

\_\_\_\_\_  
PHIL CHANG, Vice Chair

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
PATTI ADAIR, Commissioner