



For Recording Stamp Only

Deschutes County Board of Commissioners
1300 NW Wall St., Suite 206, Bend, OR 97703-1960
(541) 388-6570 - Fax (541) 385-3202 - www.deschutes.org

MINUTES OF WORK SESSION

DESCHUTES COUNTY BOARD OF COMMISSIONERS

MONDAY, OCTOBER 19, 2015

Present were Commissioners Anthony DeBone, Alan Unger and Tammy Baney. Also present were Tom Anderson, County Administrator; Erik Kropp, Deputy County Administrator; Dave Doyle, County Counsel, Whitney Malkin, Public Information Officer. For a portion of the meeting Wayne Lowry - Finance Director, Ed Keith - County Forester, Will Groves – Community Development Department, and Steve Reinke - 911 Director.

Chair DeBone opened the meeting at 1:30 p.m.

1. Finance Update

Wayne Lowry, Finance Director, was present to review the financial reports for September 2015. Property tax collection begins next week. Mr. Lowry reviewed the monthly investment reports as of September 30. Also reviewed were the September 2015 financials for the following funds: General, Community Justice – Adult & Juvenile, Sheriff's, Public Health, Behavioral Health, Community Development, Road, Early Learning Hub, Solid Waste, Insurance Fund, 9-1-1, Health Benefits Trust, Fair & Expo Center, and Justice Court.

2. **FEMA – OEM Pre-Disaster Mitigation Grant**

Ed Keith, County Forester, was present to review the FEMA-OEM Pre-Disaster Mitigation Grant. The grant covers three counties: Deschutes, Crook, and Klamath. The grant provides \$3 million that requires a \$1 million match. The funds are for fuel reduction and defensible space work and for project planning, administration, and oversight. The span of the project is for three years: October 1, 2015 through September 30, 2018. Grant agreements must be in place prior to any work.

During this time there are seasonal restrictions for migratory birds (April 15 – July 31) and spotted owls (March 1 – July 31). Mr. Keith noted he is trying to work with US Fish and Wildlife to see if there is work allowable during these restrictions. The area included in the scope of work is 6,834 acres including 4,242 lots: COID, Skyliners, Lane Knolls, Deschutes River Woods, Black Butte Ranch, Tollgate, Nature Conservancy, Squaw Creek Estates, Panoramic Estates, and Deschutes River Recreational Home site #6.

A site visit must occur with each landowner and information will be collected electronically that could tie into our GIS system. Landowners will do a share of work or pay for a share of work and cash or in-kind matches. A pool of qualified contractors is set for work completion.

Discussion held on the process and the time and paperwork required including the time to reach out to each landowner. Discussion held on the grant process and timeframes. Suggestion was to draft a letter to federal delegation regarding this grant process. OEM has the agreement finalized and has been reviewed by County Legal Counsel. Draft agreements are ready for Crook and Klamath counties.

BANEY: Move approval of Document No. 2015-665, FEMA-OEM Pre-disaster Mitigation Grant (PDMC0PJ-10-OR-2010-001) in the amount of \$3,000,000.

UNGER: Second.

VOTE: BANEY: Yes.

UNGER: Yes.

DEBONE: Chair votes yes.

3. Consideration of Order No. 2015-054, Rescinding Order No. 2015-051 Denying Review of Hearings Officer's Decision (Lower Bridge Road)

Dave Doyle, County Legal Counsel noted that Order No. 2015-051 was approved and at this time consideration of rescinding that Order is being requested for consideration. Discussion held on concerns of dust management, surface mining, and environmental issues. Will Groves, Community Development Department will invite members of DEQ to any future discussions.

BANEY: Move approval of Order No. 2015-054, Rescinding Order No. 2015-051 and Accepting Review of Hearings Officers Decision in File Nos. 247-15-000194, 247-15-000195-TP (247-15-000521-A).

UNGER: Second.

VOTE: BANEY: Yes.

UNGER: Yes.

DEBONE: Chair votes yes.

4. Centennial Planning Update

Commissioner DeBone reported on the Centennial event planning and posed the question of increasing the budget from \$20,000 to \$50,000 - \$75,000. The hope is to have an excellent marketing plan for the event. The events will create an opportunity to connect communities. Discussion was held on sending out an RFP for branding and event planning. The County will only turn 100 once and this is an opportunity to tell the story of Deschutes County.

Discussion was held on funding opportunities, sponsorship and partnership possibilities. The events will run from Memorial Day through November. Discussion was held on inviting COVA to the planning committee as an advisor and representation from the cities of the county. Commissioner DeBone will contact Alana Hughson of COVA for her suggestions.

5. Other Items


- Steve Rienke noted the 911 executive board meeting is tomorrow and a meeting was held with the City of Bend on Friday to discuss their concerns for assessed valuation assumption rate and their level of support of the levy.

Discussion was held the possibility of buying down the rate by considering money from reserves to apply to the costs. If needed, a resolution would have to be considered by December 9 for the May ballot. Discussion was held on levy rate options.

- United Way Kick Off: Whitney Malkin reported the United Way campaign is underway. An email will be sent out to employees letting them know the campaign is open and instructions to log in to the portal if participating. A letter from the Commissioners will be displayed, encouraging them to donate. Employees will be offered choices for donations and also the option to not participate. This year's campaign is not only monetary but could also be a donation of time.
- County Administrator Items:
 - La Pine Chamber Request: County Administrator Anderson noted Teri Myers from the La Pine chamber is inquiring if the Board would be interested in participating in their January 15, 2016 breakfast meeting. Discussion was held on the type of information to provide which could include information on the centennial. Mr. Anderson will contact Ms. Myers.
 - The joint meeting with Sisters City Council has been rescheduled to Thursday, January 7, 2016.
 - County Administrator Anderson inquired on the consideration of support to EDCO for the Sunriver Airport. Discussion was held and further review is needed.
 - Bend Chamber: The member ballot has been received for the next three-year term.
- Prescription drug awareness: Commissioner Baney reported on work being done to increase awareness of issues with prescription drugs. Consideration of a medication drop box at the DOC and education for community outreach is being planned.

Being no other items discussed, the meeting was adjourned at 4:39 p.m.

DATED this 23rd Day of November 2015 for the
Deschutes County Board of Commissioners.



Anthony DeBone, Chair



Alan Unger, Vice Chair



Tammy Baney, Commissioner

ATTEST:



Recording Secretary



Deschutes County Board of Commissioners
1300 NW Wall St., Suite 206, Bend, OR 97703-1960
(541) 388-6570 - Fax (541) 385-3202 - www.deschutes.org

WORK SESSION AGENDA

DESCHUTES COUNTY BOARD OF COMMISSIONERS

1:30 P.M., MONDAY, OCTOBER 19, 2015

1. Finance Update – *Wayne Lowry*
2. FEMA – OEM Pre-Disaster Mitigation Grant – *Ed Keith*
3. Consideration of Order No. 2015-054, Rescinding Order No. 2015-051
Denying Review of Hearings Officer's Decision (Lower Bridge Road) – *Dave Doyle*
4. Centennial Planning Update – *Tony DeBone, Whitney Malkin*
5. Other Items

PLEASE NOTE: At any time during this 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; or ORS 192.660(2) (b), personnel issues; or other issues under ORS 192.660(2), executive session.

Meeting dates, times and discussion items are subject to change. All meetings are conducted in the Board of Commissioners' meeting rooms at 1300 NW Wall St., Bend, unless otherwise indicated. If you have questions regarding a meeting, please call 388-6572.

Deschutes County encourages persons with disabilities to participate in all programs and activities. To request this information in an alternate format please call (541) 617-4747, or email ken.harms@deschutes.org.

<u>Work Session</u>						
<i>(Please Print)</i>						
<u>Name</u>	<u>Agency</u>	<u>Mailing Address</u>	<u>City</u>	<u>Zip</u>	<u>Phone #</u>	<u>e-mail address</u>
Tia Lewis Greg Donker	SCW TDG		Beach BB	97707	541-749-4048 503-781-1969	tlewis@schwab gregdonker@gmail.com

Page # of Pages

(Please Print)

10-19-15

Name

AgencyMailing Address

City

Zip

Phone #

e-mail address

Tia Lewri
bry Don't

SWW
T D G

Beach
BB

97701

541-749-4048

541-749-4048 flawis@schwab.com
503-781-1969 ngj@thelms.com

Page # _____ of _____ Pages

Please return to BOCC Secretary.

Monthly Meeting with Board of Commissioners
Finance Director/Treasurer

AGENDA

October 19, 2015

- (1) Monthly Investment Reports – September 2015
- (2) September 2015 Financials

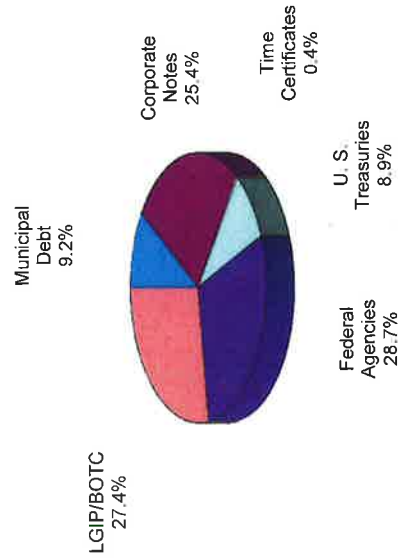
Deschutes County

Total Investment Portfolio As Of 9/30/2015

Portfolio Breakdown: Par Value by Investment Type

Municipal Debt	\$ 11,355,000	9.20%
Corporate Notes	31,331,000	25.38%
Time Certificates	440,000	0.36%
U. S. Treasuries	11,000,000	8.91%
Federal Agencies	35,480,000	28.74%
LGIP/BOTC	33,847,594	27.42%
Total Investments	\$ 123,453,594	100.00%

Total Portfolio: By Investment Types



Category Maximums:

U.S. Treasuries	100%
LGIP	100%
Federal Agencies	75%
Banker's Acceptances	25%
Time Certificates	50%
Municipal Debt	25%
Corporate Debt	25%

Term Minimums

0 - 30 days	10%
Under 1 Year	25%
Under 5 Years	100%

Category Maximums:

U.S. Treasuries	100%
LGIP	100%
Federal Agencies	75%
Banker's Acceptances	25%
Time Certificates	50%
Municipal Debt	25%
Corporate Debt	25%

Term Minimums

0 - 30 days	10%
Under 1 Year	25%
Under 5 Years	100%

Investments By County Function	Investment Income		
	Fiscal Year 2015-16		
	Sep-15		Y-T-D
General	\$ 123,453,594	\$ 87,702	\$ 273,889
Total Investments	\$ 123,453,594		
Total Investment Income		87,702	273,889
Less Fee: 5% of Invest. Income		(4,385)	(13,694)
Investment Income - Net		\$ 83,317	\$ 260,195

Yield Percentages

	Current Month	Prior Month
BOTC / LGIP	0.54%	0.54%
Investments	0.96%	0.94%
Average	0.87%	0.85%

Comparators

24 Month Treas.	0.64%
LGIP Rate	0.54%
36 Month Treasu	0.92%

Months to Maturity

0 to 30 Days	27.42%
Under 1 Year	43.17%
Under 5 Years	100.00%

Deschutes County Investments
Portfolio Management
Portfolio Details - Investments

September 30, 2015

CUSIP	Security	Broker	Purchase Date	Maturity Date	Days To Maturity	Ratings		Coupon Rate	YTM 365	Par Value	Market Value	Book Value	Call Date
88059EGU2	Tennessee Valley Authority	CASTLE	12/4/2014	11/1/2015	31			0.434	0.447	418,000	417,941	417,844	- -
17275RAC6	Cisco Systems Inc	CASTLE	2/27/2014	2/22/2016	144	AA-	A1	5.500	0.550	174,000	177,344	177,350	- -
3133734F6	Federal Home Loan Bank	CASTLE	5/2/2014	4/15/2016	197	AA+	Aaa	0.772	0.600	650,000	650,189	650,599	- -
120022332	Lewis & Clark Bank		12/8/2014	6/8/2016	251			1.000	1.014	240,000	240,000	240,000	- -
949746QU8	Wells Fargo Corporate Note	VINISP	2/20/2014	6/15/2016	258	A+	A2	3.676	0.750	1,000,000	1,020,980	1,020,426	- -
949746QU8	Wells Fargo Corporate Note	CASTLE	10/2/2014	6/15/2016	258	A+	A2	3.676	0.870	1,000,000	1,020,980	1,019,611	- -
949746QU8	Wells Fargo Corporate Note	CASTLE	12/12/2014	6/15/2016	258	A+	A2	3.676	0.860	1,000,000	1,020,980	1,019,698	- -
686053CF4	Oregon School Boards Assoc	CASTLE	3/7/2014	6/30/2016	273	A+	Aa2	0.000	0.999	3,000,000	2,992,320	2,977,908	- -
686053CF4	Oregon School Boards Assoc	CASTLE	6/23/2015	6/30/2016	273	AA-	Aa2	0.605	0.609	1,400,000	1,396,416	1,393,668	- -
31359YBY2	Federal National Mtg Assn	CASTLE	10/16/2014	7/15/2016	288			0.354	0.365	1,693,000	1,685,906	1,688,212	- -
88059EMP6	Tennessee Valley Authority	CASTLE	10/29/2014	7/15/2016	288			0.490	0.507	2,000,000	1,990,080	1,992,157	- -
78008TLB8	Royal Bank of Canada	CASTLE	11/26/2014	7/20/2016	293	AA-	Aa3	2.300	0.800	1,630,000	1,649,739	1,649,453	- -
94974BFL9	Wells Fargo Corporate Note	DA DAV	12/9/2014	7/20/2016	293	A+	A2	1.250	0.834	1,000,000	1,004,300	1,003,313	- -
912828QX1	U.S. Treasury	MBS	6/19/2014	7/31/2016	304	AA-	Aaa	1.500	0.548	1,000,000	1,009,530	1,007,865	- -
31359YLS4	Federal National Mtg Assn	PJ	3/5/2014	9/15/2016	350	AA+	Aaa	0.778	0.812	672,000	669,077	666,915	- -
90521APH5	MUFG Union Bank	MBS	3/11/2015	9/26/2016	361	A+	A2	1.500	1.113	1,800,000	1,807,542	1,806,574	8/26/2016
90521APH5	MUFG Union Bank	CASTLE	3/17/2015	9/26/2016	361	A+	A2	1.500	1.085	775,000	778,247	778,137	8/26/2016
072031AC1	Bay Area Water Supply	CASTLE	6/22/2015	10/1/2016	366	AA	Aa2	0.854	0.800	1,000,000	1,003,270	1,000,533	- -
736754MC3	City of Portland Water	PJ	6/12/2015	10/1/2016	366		Aa1	5.000	0.560	940,000	983,879	981,517	- -
89114QAE8	Toronto Dominion Bank	CASTLE	5/8/2015	10/19/2016	384	AA-	Aa1	2.375	0.820	1,800,000	1,829,790	1,829,149	- -
3130A3B45	Federal Home Loan Bank	MBS	10/28/2014	10/28/2016	393	AA+	Aaa	0.700	0.659	750,000	750,255	750,046	10/28/2015
912828RM4	U.S. Treasury	CASTLE	12/27/2013	10/31/2016	396	AA+	Aaa	1.000	0.727	1,000,000	1,006,410	1,002,918	- -
3133EEB34	Federal Farm Credit Bank	PJ	12/10/2014	11/14/2016	410	AA+	Aaa	0.600	0.648	2,000,000	2,003,040	1,998,932	- -
06050TLR1	Bank of America - Corporate	CASTLE	5/13/2014	11/14/2016	410	A	A1	1.125	1.050	1,000,000	999,430	1,000,823	- -
3133CEWV2	Federal Farm Credit Bank	CASTLE	12/17/2013	12/7/2016	433	AA+	Aaa	0.875	0.722	2,100,000	2,111,361	2,103,921	- -
064159DA1	Bank of Nova Scotia	CASTLE	6/9/2014	12/13/2016	439	A+	Aa2	1.100	0.910	1,800,000	1,803,330	1,804,043	- -
06406HCA5	Bank of New York Mellon Corp	CASTLE	4/23/2014	1/17/2017	474	A+	A1	2.400	1.067	2,000,000	2,031,920	2,033,908	12/18/2016
912828SC5	U.S. Treasury	CASTLE	1/16/2014	1/31/2017	488	AA+	Aaa	0.875	0.844	2,000,000	2,010,360	2,000,824	- -
742651DN9	Private Expt Fdg	PJ	11/20/2014	2/15/2017	503	A+	Aaa	1.375	0.799	3,000,000	3,028,590	3,023,454	- -
742651DN9	Private Expt Fdg	CASTLE	6/12/2015	2/15/2017	503	A+	Aaa	1.375	0.941	1,100,000	1,110,483	1,106,488	- -
064159DZ6	Bank of Nova Scotia	CASTLE	5/1/2014	3/17/2017	533	A+	Aa2	0.800	0.906	1,000,000	999,990	998,477	3/17/2016
3130A4QV7	Federal Home Loan Bank	CASTLE	8/27/2015	3/24/2017	540	AA+	Aaa	0.840	0.808	750,000	752,025	750,313	3/24/2016
984135AB9	Berkshire Hathaway Inc	CASTLE	4/10/2015	4/1/2017	548	AA	Aa2	5.150	1.060	370,000	390,964	392,402	- -
984135AB9	Berkshire Hathaway Inc	CASTLE	6/26/2015	4/1/2017	548	AA	Aa2	5.150	1.201	1,000,000	1,056,660	1,058,422	- -
984135AB9	Berkshire Hathaway Inc	CASTLE	8/7/2015	4/1/2017	548	AA	Aa2	5.150	1.100	1,875,000	1,981,238	1,987,534	- -
912828SS0	U.S. Treasury	WF	1/17/2014	4/30/2017	577	AAA	Aaa	0.875	0.950	2,000,000	2,010,000	1,997,669	- -
91159HHD5	US Bancorp	CASTLE	4/23/2015	5/15/2017	592	A+	A1	1.650	0.882	1,000,000	1,008,950	1,012,177	4/15/2017
3135GOZD8	Federal National Mtg Assn	PJ	10/7/2014	5/16/2017	593	AA+	Aaa	2.000	1.127	3,000,000	3,030,720	3,026,079	5/16/2016
961214CH4	Westpac	CASTLE	4/7/2015	5/19/2017	596	AA-	Aa2	1.200	1.061	2,000,000	2,001,900	2,004,476	- -
WASH FED CD	Washington Federal CD		5/20/2015	5/22/2017	599			0.900	0.913	200,000	200,000	200,000	- -
3136FPYB7	Federal National Mtg Assn	VINISP	2/7/2014	5/23/2017	600	AA+	Aaa	2.050	0.885	1,460,000	1,492,164	1,487,496	- -
31359MEL3	Federal National Mtg Assn	CASTLE	12/23/2013	6/1/2017	609	AA+	Aaa	1.061	1.115	1,000,000	988,440	982,045	- -
31359MEL37	Federal National Mtg Assn	CASTLE	1/24/2014	6/1/2017	609	AA-	Aaa	1.081	1.136	1,050,000	1,037,862	1,030,796	- -
31771CS97	FICO Strip	CASTLE	12/9/2014	6/6/2017	614		Aaa	1.019	1.065	1,028,000	1,015,191	1,010,132	- -
2927OCY22	Bonneville Power Administratio	CASTLE	4/24/2014	7/1/2017	639	AA-	Aa1	1.197	1.171	670,000	670,744	670,305	- -
84247PHS3	Southern CA Public Power Autho	CASTLE	6/17/2014	7/1/2017	639	AA-		1.145	1.180	1,000,000	998,850	999,395	- -
3137EADV8	Federal Home Loan Mtg Corp	MBS	5/29/2015	7/14/2017	652		Aaa	0.750	0.787	1,000,000	1,002,240	999,344	- -
3135GOZF3	Federal National Mtg Assn	VINISP	4/6/2015	7/28/2017	666	AA+	Aaa	1.070	0.865	2,000,000	2,010,680	2,005,890	7/28/2016
98385XAL0	XTO Energy Inc	CASTLE	6/17/2015	8/1/2017	670	AA+	Aaa	6.250	1.180	2,000,000	2,187,300	2,183,020	- -
005158VE7	Ada County SD	PJ	6/1/2015	8/15/2017	684	AA+	Aa1	3.000	0.930	1,000,000	1,039,290	1,038,258	- -
3130A62S5	Federal Home Loan Bank	CASTLE	7/24/2015	8/28/2017	697		Aaa	0.750	0.858	1,000,000	1,000,870	997,959	- -
3134G7SP7	Federal Home Loan Mtg Corp	CASTLE	8/31/2015	8/29/2017	698	AA+	Aaa	0.850	0.864	1,750,000	1,751,313	1,749,638	2/29/2016
912828TM2	U.S. Treasury	CASTLE	9/10/2014	8/31/2017	700	AAA	Aaa	0.625	1.061	1,000,000	999,960	991,792	- -
912828TM2	U.S. Treasury	CASTLE	2/19/2015	8/31/2017	700	AAA	Aaa	0.625	0.920	1,000,000	999,960	994,437	- -
313383JB8	Federal Home Loan Bank	VINISP	12/26/2013	9/27/2017	727	AA+	Aaa	1.000	1.250	1,000,000	1,007,290	995,156	- -
912828PA2	U.S. Treasury	CASTLE	9/10/2015	9/30/2017	730			1.875	0.803	2,000,000	2,048,380	2,042,375	- -
31771KAD90	FICO Strip	DA DAV	12/10/2014	11/30/2017	791		Aaa	1.205	1.267	2,000,000	1,960,220	1,947,034	- -
88059FAZ4	Tennessee Valley Authority	CASTLE	11/21/2014	12/15/2017	806	AA+		1.205	1.268	1,059,000	1,032,949	1,030,421	- -
961214BZ5	Westpac	CASTLE	3/5/2015	1/12/2018	834	AA-	Aa2	1.600	1.490	2,000,000	2,006,360	2,004,883	- -
31771EAL5	FICO Strip	CASTLE	2/24/2015	2/8/2018	861			1.252	1.318	1,260,000	1,229,647	1,222,257	- -
31771EAL5	FICO Strip	CASTLE	2/25/2015	2/8/2018	861			1.257	1.323	740,000	722,173	717,744	- -
06050TLY6	Bank of America - Corporate	CASTLE	5/14/2015	3/26/2018	907	A	A1	1.650	1.570	2,000,000	1,998,420	2,003,885	- -
06050TLY6	Bank of America - Corporate	CASTLE	5/21/2015	3/26/2018	907	A	A1	1.650	1.540	1,000,000	999,210	1,002,660	- -
68607VG665	Oregon State Lottery	DA DAV	6/12/2015	4/1/2018	913	AAA	Aa2	5.000	1.120	610,000	673,489	668,078	- -
084684BE0	Berkshire Hathaway Inc	CASTLE	9/4/2015	5/15/2018	957	AA+	Aa2	5.400	1.590	1,107,000	1,219,637	1,214,805	- -
98385XAP1	XTO Energy Inc	CASTLE	8/4/2015	6/15/2018	988	AAA	Aaa	5.500	1.500	1,000,000	1,107,530	1,105,525	- -
904121NCO	Umatilla School District	PJ	5/7/2015	6/15/2018	988	AA+		1.430	1.430	750,000	754,560	750,000	- -
939307HF4	Hillsboro SD Pension Bonds	PJ	3/30/2015	6/30/2018	1003		Aa3	1.732	1.650	985,000	999,056	987,140	- -
3136G16B0	Federal National Mtg Assn	VINISP	1/21/2014	12/27/2018	1183	AA+	Aaa	0.750	1.820	1,000,000	1,000,470	980,816	12/27/2015
912828A75	U.S. Treasury	CASTLE	6/8/2015	12/31/2018	1187	AAA	Aaa	1.500	1.324	1,000,000	1,015,440	1,005,556	- -
	Local Govt Investment Pool				1			0.540	0.540	30,073,026	30,073,026	30,073,026	- -
	Bank of the Cascades				1			0.540	0.540	3,774,569	3,774,569	3,774,569	- -
										123,453,595	124,453,425	124,240,274	

Memorandum

Date: October 9, 2015

To: Board of County Commissioners
Tom Anderson, County Administrator

From: Wayne Lowry, Finance Director

RE: Monthly Financial Reports

Attached please find September 2015 financial reports for the following funds: **General** (001), **Community Justice – Juvenile** (230), **Sheriff's** (255, 701, 702), **Public Health** (259), **Behavioral Health** (275), **Community Development** (295), **Road** (325), **Community Justice – Adult** (355), **Early Learning Hub** (370), **Solid Waste** (610), **Insurance Fund** (670), **9-1-1** (705), **Health Benefits Trust** (675), **Fair & Expo Center** (618), and **Justice Court** (123).

The projected information has been reviewed and updated, where appropriate, by the respective departments.

Cc: All Department Heads

GENERAL FUND
Statement of Financial Operating Data

	July 1, 2015 through September 30, 2015 (25.0% of Fiscal Year)			FY 2016		
	FY 2015					
	Actual	Actual	% of Budget	Budget	Projected	Variance
Revenues						
Property Taxes - Current	23,196,345	-	0% a)	24,090,700	24,090,700	-
Property Taxes - Prior	647,334	130,332	26%	500,000	500,000	-
Other General Revenues	2,324,928	1,185,998	46% b)	2,552,960	2,552,960	-
Assessor	819,454	222,365	28% c)	795,202	795,202	-
County Clerk	1,650,844	430,263	28% c)	1,534,420	1,534,420	-
BOPTA	13,342	3,312	30% c)	11,154	11,154	-
District Attorney	299,095	27,042	15%	182,612	182,612	-
Tax Office	219,175	60,517	31%	192,379	192,379	-
Veterans	104,568	-	0%	70,900	70,900	-
Property Management	90,113	3,750	5%	75,000	75,000	-
Total Revenues	29,365,198	2,063,578	7%	30,005,327	30,005,327	-
Expenditures						
Assessor	3,697,588	985,142	24%	4,125,299	4,125,299	-
County Clerk	1,372,852	291,826	18%	1,624,716	1,624,716	-
BOPTA	60,320	18,040	27%	65,634	65,634	-
District Attorney	5,375,308	1,341,780	22%	6,146,851	6,146,851	-
Tax Office	778,075	208,980	24%	865,513	865,513	-
Veterans	330,582	82,218	21%	388,779	388,779	-
Property Management	264,768	73,836	25%	293,574	293,574	-
Non-Departmental	1,130,753	195,334	17%	1,163,643	1,163,643	-
Total Expenditures	13,010,247	3,197,155	22%	14,674,009	14,674,009	-
Transfers Out	14,947,204	4,649,795	30%	15,537,408	15,537,408	-
Total Exp & Transfers	27,957,452	7,846,950	26%	30,211,417	30,211,417	-
Change in Fund Balance	1,407,746	(5,783,372)		(206,090)	(206,090)	-
Beginning Fund Balance	8,381,199	9,788,945	113%	8,630,800	9,788,945	1,158,145
Ending Fund Balance	\$ 9,788,945	\$ 4,005,574		\$ 8,424,710	\$ 9,582,855	\$ 1,158,145

a) Current year taxes received beginning in October

b) One time payments received to date. PILT \$500,000 and Tax on Electric Co-op \$504,399

c) A & T Grant. First quarter received in July

COMM JUSTICE-JUVENILE
Statement of Financial Operating Data

	July 1, 2015 through September 30, 2015 (25.0% of Fiscal Year)			FY 2016		
	FY 2015 Actual	Actual	% of Budget	Budget	Projected	Variance
Revenues						
OYA Basic & Diversion	364,153	-	0% a)	382,817	382,817	-
State Grant	109,588	-	0% a)	91,379	91,379	-
Inmate/Prisoner Housing	89,850	7,650	14% b)	55,000	55,000	-
Jail Funding HB #2712	36,226	9,057	25% a)	36,568	36,568	-
Food Subsidy	18,394	3,916	16% c)	24,000	24,000	-
Interfund Grant - Gen Fund	20,000	-	0% a)	20,000	20,000	-
Interest on Investments	9,751	2,786	40%	7,000	7,000	-
Leases	7,694	3,260	45% d)	7,200	10,595	3,395
SB #1065-Court Assess.	24,768	5,655	33%	17,000	17,000	-
Contract Payments	9,032	1,208	20%	6,000	6,000	-
Case Supervision Fee	8,192	1,960	33%	6,000	6,000	-
Federal Grants	1,205	-	N/A	-	-	-
Miscellaneous	1,434	410	43%	950	950	-
Total Revenues	700,288	35,902	5%	653,914	657,309	3,395
Expenditures						
Personnel Services	4,994,826	1,246,800	23%	5,319,157	5,319,157	-
Materials and Services	1,007,504	305,916	27%	1,153,324	1,153,324	-
Capital Outlay	-	-	0%	100	-	100
Transfers Out-Veh Reserve	3,660	915	25%	3,660	3,660	-
Total Expenditures	6,005,990	1,553,631	24%	6,476,241	6,476,141	100
Revenues less Expenditures	(5,305,702)	(1,517,730)		(5,822,327)	(5,818,832)	3,495
Transfers In-General Fund	5,368,346	1,366,149	25%	5,464,591	5,464,591	-
Change in Fund Balance	62,644	(151,581)		(357,736)	(354,241)	3,495
Beginning Fund Balance	1,244,605	1,307,249	103%	1,271,324	1,307,249	35,925
Ending Fund Balance	\$ 1,307,249	\$ 1,155,668		\$ 913,588	\$ 953,008	\$ 39,420

a) Payments received quarterly

b) Out-of-county detention revenue. Payment for August & September expected in October

c) Monthly reimbursement based on detention population number trends; September payment expected in October

d) Additional office space rented to Rimrock Trails ATS not included in FY 16 budget

**SHERIFF - Consolidated
Statement of Financial Operating Data**

	FY 2015	July 1, 2015 through September 30, 2015 (25.0% of Fiscal Year)		FY 2016		
		Actual	% of Budget	Budget	Projected	Variance
Revenues (Funds 701 & 702)						
Law Enf Dist Countywide	21,412,103	642,063	3%	23,138,385	23,229,592	91,207
Law Enf Dist Rural	13,071,716	1,398,824	10%	13,467,486	13,553,006	85,520
Total Revenues	34,483,818	2,040,887	6%	36,605,871	36,782,598	176,727
Expenditures (Fund 255)						
Personnel	27,982,132	7,012,604	26% a)	29,213,507	29,241,446	(27,939)
Materials & Services	6,331,777	1,296,232	23% b)	6,705,637	6,642,037	63,600
Capital Outlay	613,587	238,083	14% c)	868,231	961,871	(93,640)
Transfers Out	455,031	-	25%	271,616	271,616	-
Total Expenditures	35,382,528	8,546,919	23%	37,058,991	37,116,970	(57,979)
Revenues less Expenditures	(898,709)	(6,506,032)		(453,120)	(334,372)	118,748
DC Comm Systems Reserve	200,000	-	0%	200,000	200,000	-
Transfer to Reserve Funds	200,000	-	0%	200,000	200,000	-
Change in Fund Balance	(1,298,709)	(6,506,032)		(853,120)	(734,372)	118,748
Beginning Fund Balance	9,208,207	7,909,497	111%	7,153,040	7,909,497	756,457
	\$ 7,909,497	\$ 1,403,465		6,299,920	7,175,125	875,205

a) Unplanned retiree health insurance not included in FY 2016 and additional overtime expenditures are partially offset by unfilled positions.

b) Improvement to parking lot budgeted as M&S (\$24,000); expended as Capital Outlay (\$22,603)

c) Additional Capital Outlay: \$66,650 for Alive Lock Risk Watches, snowmobiles and parking lot.

SHERIFF - Fund 255
Statement of Financial Operating Data

	FY 2015	July 1, 2015 through September 30, 2015 (25.0% of Fiscal Year)		FY 2016		
		Actual	% of Budget	Budget	Projected	Variance
Revenues (Fund 255)						
Law Enf Dist Countywide	22,630,194	5,492,082	20%	27,574,824	23,861,844	3,712,980
Law Enf Dist Rural	12,752,334	3,054,837	19%	15,784,087	13,255,126	2,528,961
Total Revenues	35,382,528	8,546,919	20%	43,358,911	37,116,970	6,241,941
Expenditures (Fund 255)						
Sheriff's Services	2,528,782	756,514	26%	2,942,625	2,942,625	-
Civil/Special Units	1,216,848	279,498	23%	1,205,467	1,205,467	-
Automotive/Communications	1,857,297	263,221	14%	1,934,375	1,934,375	-
Investigations/Evidence	1,604,049	433,578	25%	1,751,548	1,751,548	-
Patrol	8,409,091	2,127,560	24% a)	8,814,658	8,754,158	60,500
Records	770,148	149,680	19%	775,751	775,751	-
Adult Jail	15,338,956	3,633,047	23% b)	16,035,619	16,112,649	(77,030)
Court Security	356,041	63,127	20% c)	311,175	335,034	(23,859)
Emergency Services	373,205	50,263	23%	220,485	220,485	-
Special Services	1,587,532	439,506	28% d)	1,590,250	1,607,840	(17,590)
Training	501,561	109,031	19%	576,528	576,528	-
Other Law Enforcement Svcs	766,206	218,565	27%	807,198	807,198	-
Non-Departmental	72,813	23,328	25%	93,312	93,312	-
Total Expenditures	35,382,528	8,546,919	23%	37,058,991	37,116,970	(57,979)
Revenues less Expenditures	\$ -	-		\$ 6,299,920	\$ -	\$ 6,299,920

a) Less than budgeted Personnel expenditures due to unfilled positions

b) Additional Capital Outlay of \$66,650 for Alive Lock Risk Watches. Additional overtime expenditures are partially offset by unfilled positions

c) Unplanned retiree health insurance not included in FY 16 Budget. New contract for maintenance of metal detector exceeds amount budgeted

d) Purchase of snowmobiles exceeds amount budgeted

**SHERIFF -Expenditure Detail
Statement of Financial Operating Data**

FY 2015	July 1, 2015 through September 30, 2015 (25.0% of Fiscal Year)		FY 2016		
	Actual	% of Budget	Budget	Projected	Variance
Expenditures					
<u>Sheriff's Services</u>					
Personnel	1,444,896	390,926 27%	1,473,213	1,473,213	-
Materials & Services	1,083,885	355,805 26%	1,390,412	1,390,412	-
Capital Outlay	-	9,783 12%	79,000	79,000	-
Total Sheriff's Services	2,528,782	756,514 26%	2,942,625	2,942,625	-
<u>Civil/Special Units</u>					
Personnel	1,086,462	266,104 24%	1,089,450	1,089,450	-
Materials & Services	130,386	13,394 12%	109,469	109,469	-
Capital Outlay	-	- 0%	6,548	6,548	-
Total Civil/Special Units	1,216,848	279,498 23%	1,205,467	1,205,467	-
<u>Automotive/Communications</u>					
Personnel	404,038	107,801 25%	429,293	429,293	-
Materials & Services	1,445,359	143,121 10%	1,476,782	1,476,782	-
Capital Outlay	7,900	12,298 43%	28,300	28,300	-
Total Automotive/Communications	1,857,297	263,221 14%	1,934,375	1,934,375	-
<u>Investigations/Evidence</u>					
Personnel	1,441,261	381,041 25%	1,528,335	1,528,335	-
Materials & Services	162,788	52,538 33%	160,613	160,613	-
Capital Outlay	-	- 0%	62,600	62,600	-
Total Investigations/Evidence	1,604,049	433,578 25%	1,751,548	1,751,548	-
<u>Patrol</u>					
Personnel	7,476,400	1,826,727 23%	7,824,291	7,763,791	60,500
Materials & Services	587,630	206,499 33%	625,432	625,432	-
Capital Outlay	345,060	94,334 26%	364,935	364,935	-
Total Patrol	8,409,091	2,127,560 24%	8,814,658	8,754,158	60,500
<u>Records</u>					
Personnel	666,056	140,091 21%	663,829	663,829	-
Materials & Services	104,092	9,589 9%	111,922	111,922	-
Total Records	770,148	149,680 19%	775,751	775,751	-
<u>Adult Jail</u>					
Personnel	12,681,941	3,158,417 24%	13,363,913	13,433,893	(69,980)
Materials & Services	2,138,807	407,981 18%	2,227,142	2,182,142	45,000
Capital Outlay	63,177	66,650 39%	172,948	224,998	(52,050)
Transfer Out - Jail (D/S & Cap Proj)	455,031	- 0%	271,616	271,616	-
Total Adult Jail	15,338,956	3,633,047 23%	16,035,619	16,112,649	(77,030)
<u>Court Security</u>					
Personnel	318,888	61,453 20%	301,472	319,931	(18,459)
Materials & Services	8,989	1,674 17%	9,703	15,103	(5,400)
Capital Outlay	28,165	- N/A	-	-	-
Total Court Security	356,041	63,127 20%	311,175	335,034	(23,859)
<u>Emergency Services</u>					
Personnel	144,725	41,591 26%	160,660	160,660	-
Materials & Services	228,481	8,673 42%	20,625	20,625	-
Capital Outlay	-	- 0%	39,200	39,200	-
Total Emergency Services	373,205	50,263 23%	220,485	220,485	-
<u>Special Services</u>					
Personnel	1,223,523	358,373 29%	1,235,676	1,235,676	-
Materials & Services	207,027	32,090 13%	246,074	222,074	24,000
Capital Outlay	156,982	49,043 45%	108,500	150,090	(41,590)
Total Special Services	1,587,532	439,506 28%	1,590,250	1,607,840	(17,590)
<u>Training</u>					
Personnel	418,013	98,142 23%	430,076	430,076	-
Materials & Services	83,548	10,890 7%	146,452	146,452	-
Total Training	501,561	109,031 19%	576,528	576,528	-
<u>Other Law Enforcement Services</u>					
Personnel	675,931	181,939 26%	713,299	713,299	-
Materials & Services	77,972	30,651 35%	87,699	87,699	-
Capital Outlay	12,303	5,975 96%	6,200	6,200	-
Total Other Law Enforcement Svcs	766,206	218,565 27%	807,198	807,198	-
<u>Non-Departmental</u>					
Materials & Services	72,813	23,328 25%	93,312	93,312	-
Total Non-Departmental	72,813	23,328 25%	93,312	93,312	-
Total Expenditures	\$ 35,382,528	\$ 8,546,919 23%	\$ 37,058,991	\$ 37,116,970	\$ (57,979)

LED #1 - Countywide
Statement of Financial Operating Data

	FY 2015		July 1, 2015 through September 30, 2015 (25.0% of Fiscal Year)		FY 2016		
	Actual		Actual	% of Budget	Budget	Projected	Variance
Revenues							
Tax Revenues - Current	17,663,115		-	0% a)	19,688,313	19,688,313	-
Tax Revenues - Prior	482,620		96,746	21%	451,000	451,000	-
SB 1145	1,629,017		407,254	23%	1,733,117	1,733,117	-
Sheriff Fees	324,105		44,650	18%	250,000	250,000	-
Concealed Handgun License	160,721		37,825	25%	150,000	150,000	-
Jail Funding HB 3194	107,805		-	0%	107,806	107,806	-
Jail Funding HB 2712	36,226		9,057	25%	36,224	36,224	-
State Grant	308,843		-	0% b)	85,370	110,023	24,653
Prisoner Housing	292,157		-	0%	220,000	220,000	-
Inmate Telephone Fee	45,803		8,151	23%	35,000	35,000	-
Federal Grants	10,072		-	N/A	-	-	-
Work Center Work Crews	42,049		12,931	26%	50,000	50,000	-
Contracts with Des County	98,466		-	0% c)	118,225	172,775	54,550
Inmate Commissary Fees	40,159		7,739	26%	30,000	30,000	-
Interest	60,388		6,326	16%	40,000	40,000	-
Donations-"Shop with a Cop"	43,417		144	0%	66,058	66,058	-
Miscellaneous	67,140		11,240	15% d)	77,272	89,276	12,004
Total Operating Revenues	21,412,103		642,063	3%	23,138,385	23,229,592	91,207
EXPENDITURES & TRANSFERS							
DC Sheriff's Office	22,630,194		5,492,082.15	20%	27,574,824	23,861,844	3,712,980
DC Comm Systems Reserve	80,000		-	0%	80,000	80,000	-
Transfer to Reserve Fund	100,000		-	0%	100,000	100,000	-
Total Expenditures	22,810,194		5,492,082	20%	27,754,824	24,041,844	3,712,980
Change in Fund Balance	(1,398,091)		(4,850,019)	23%	(4,616,439)	(812,252)	3,804,187
Beginning Fund Balance	6,133,909		4,735,818	103%	4,616,439	4,735,818	119,379
Ending Fund Balance	\$ 4,735,818		\$ (114,201)	125%	\$ -	\$ 3,923,566	\$ 3,923,566

- a) Current year taxes received beginning in October
b) Grant award amount exceeds budgeted amount
c) Increase in funding from State for Court Security
d) Sale of snowmobile

LED #2 - Rural 702
Statement of Financial Operating Data

	July 1, 2015 through September 30, 2015 (25.0% of Fiscal Year)			FY 2016		
	FY 2015 Actual	Actual	% of Budget	Budget	Projected	Variance
Revenues						
Tax Revenues - Current	8,420,326	-	0%	a) 8,783,959	8,783,959	-
Tax Revenues - Prior	235,019	46,727	22%	216,000	216,000	-
Des Cty Transient Room Tax	3,071,719	1,126,722	36%	3,151,787	3,151,787	-
City of Sisters	523,010	135,983	25%	543,930	543,930	-
Marine Board License Fee	112,383	-	0%	b) 130,000	146,189	16,189
State Grant	113,239	7,500	7%	b) 108,000	117,450	9,450
Court Fines & Fees	140,939	21,204	16%	130,000	130,000	-
Contracts with Des County	121,772	31,080	25%	125,810	125,810	-
US Forest Service	78,910	-	0%	76,500	76,500	-
School Districts	70,028	-	0%	c) 55,000	80,000	25,000
Federal Grants	54,497	1,481	7%	b) 20,000	38,695	18,695
Bureau of Reclamation	10,365	-	0%	b) 27,000	40,000	13,000
Interest	31,697	4,970	24%	21,000	21,000	-
SB #1065 Court Assessment	24,768	5,655	24%	24,000	24,000	-
Federal Grants-BLM	770	-	N/A	-	-	-
Donations & Grants - Private	17,030	830	N/A	-	-	-
Miscellaneous	45,242	16,673	31%	d) 54,500	57,686	3,186
Total Revenues	13,071,716	1,398,824	10%	13,467,486	13,553,006	85,520
EXPENDITURES & TRANSFERS						
DC Sheriff's Office	12,752,334	3,054,837	19%	15,784,087	13,255,126	2,528,961
DC Comm Systems Reserve	120,000	-	0%	120,000	120,000	-
Transfer to Reserve Fund	100,000	-	0%	100,000	100,000	-
Total Expenditures	12,972,334	3,054,837	0	16,004,087	13,475,126	2,528,961
Change in Fund Balance	99,381	(1,656,013)	0	(2,536,601)	77,880	2,614,481
Beginning Fund Balance	3,074,297	3,173,679	125%	2,536,601	3,173,679	637,078
Ending Fund Balance	\$ 3,173,679	\$ 1,517,666		\$ -	\$ 3,251,559	\$ 3,251,559

- a) Current year taxes received beginning in October
b) Grant awards exceed budgeted amount
c) School district contracted for additional hours for School Resource Deputy
d) Sale of snowmobile

PUBLIC HEALTH
Statement of Financial Operating Data

FY 2015	July 1, 2015 through September 30, 2015 (25.0% of Fiscal Year)		FY 2016		
	Actual	% of Budget	Budget	Projected	Variance
Revenues					
State Grant	3,373,900	669,054 23%	2,865,932	2,945,892	79,960
Environmental Health-Lic Fac	818,627	42,107 5% a)	802,450	802,450	-
OMAP	945,490	202,885 20%	1,023,650	1,023,650	-
Family Planning Exp Proj	236,714	32,959 13%	250,000	250,000	-
Interfund Grants & Contract	64,233	266,627 417%	64,000	266,627	202,627
Grants (Intergvt, Pvt, & Local)	264,205	5,800 N/A	-	5,800	5,800
Patient Insurance Fees	138,130	40,929 23%	181,200	181,200	-
State Miscellaneous	163,008	- 0%	150,000	150,000	-
Federal Payments	141,606	24,776 8% b)	292,085	316,861	24,776
Vital Records-Death	132,975	24,635 25%	100,000	100,000	-
Health Dept/Patient Fees	46,588	10,152 24%	41,800	41,800	-
Contract Payments	16,629	1,544 N/A	-	1,544	1,544
Vital Records-Birth	37,520	13,265 33%	40,000	40,000	-
Child Dev & Rehab Center	31,720	(0) 0%	30,759	30,759	-
Interest on Investments	15,422	4,050 29%	13,900	13,900	-
Grants & Donations	36,035	19,376 210%	9,229	20,157	10,928
Miscellaneous	32,519	195 33%	600	600	-
Total Revenues	6,495,321	1,358,353 23%	5,865,605	6,191,240	325,635
Expenditures					
Personnel Services	6,541,186	1,577,888 23%	6,833,680	6,833,680	-
Materials and Services	2,279,520	433,179 20%	2,200,072	2,375,000	(174,928)
Capital Outlay	49,701	3,469 107%	3,241	3,469	(228)
Transfers Out	164,640	29,410 25%	117,640	117,640	-
Total Expenditures	9,035,047	2,043,946 22%	9,154,633	9,329,789	(175,156)
Revenues less Expenditures	(2,539,726)	(685,593)	(3,289,028)	(3,138,549)	150,479
Transfers In-General Fund	2,701,475	675,369 25%	2,701,475	2,701,475	-
Transfers In-PH Res Fund	-	14,681 25%	58,723	58,723	-
Transfers In-Gen. Fund Other	65,100	16,275 25%	65,100	65,100	-
Total Transfers In	2,766,575	706,325 25%	2,825,298	2,825,298	-
Change in Fund Balance	226,849	20,732	(463,730)	(313,251)	150,479
Beginning Fund Balance	1,552,578	1,779,427 99%	1,789,387	1,779,427	(9,960)
Ending Fund Balance	\$ 1,779,427	\$ 1,800,159	\$ 1,325,657	\$ 1,466,176	\$ 140,519

a) Majority of fees are due annually and collected in December & January

b) Received quarterly, in arrears

BEHAVIORAL HEALTH
Statement of Financial Operating Data

	July 1, 2015 through September 30, 2015 (25.0% of Fiscal Year)			FY 2016		
	FY 2015 Actual	Actual	% of Budget	Budget	Projected	Variance
Revenues						
Administrative Fee	11,294,979	258,051	13%	2,005,307	2,005,307	-
State Grants	7,730,968	1,959,694	24%	8,313,630	8,289,730	(23,900)
OHP Capitation	488,538	1,685,747	14%	11,807,181	11,807,181	-
Federal Grants	195,048	-	0% a)	201,879	201,697	(182)
Patient Fees	211,392	35,727	21%	171,268	171,268	-
Title 19	333,886	68,023	28%	241,768	241,768	-
Liquor Revenue	145,536	13,816	9%	151,000	151,000	-
Divorce Filing Fees	128,477	131,689	94%	140,600	140,600	-
Interfund Contract-Gen Fund	127,000	-	0% a)	127,000	127,000	-
Interest on Investments	37,054	8,571	29%	30,000	30,000	-
Rentals	11,612	2,000	11%	18,800	18,800	-
Marriage Licenses	6,385	2,955	45%	6,500	10,000	3,500
Local Grants	504,926	157,592	99%	158,967	316,859	157,892
State Miscellaneous	32,200	6,010	27%	22,000	22,000	-
Miscellaneous	60,534	1,139	1139%	100	1,139	1,039
Total Revenues	21,308,536	4,331,015	19%	23,396,000	23,534,349	138,349
Expenditures						
Personnel Services	14,366,806	3,794,585	22%	17,234,305	17,224,842	9,463
Materials and Services	7,007,968	1,164,750	14%	8,291,472	8,303,650	(12,178)
Capital Outlay	181,976	8,094	4%	207,500	207,500	-
Transfers Out	204,900	82,025	25%	328,100	328,100	-
Total Expenditures	21,761,651	5,049,454	19%	26,061,377	26,064,092	(2,715)
Revenues less Expenditures	(453,115)	(718,440)		(2,665,377)	(2,529,743)	135,634
Transfers In-General Fund	1,377,302	344,325	25%	1,377,302	1,377,302	-
Transfers In-Acute Care Svcs	187,594	42,216	25%	168,864	168,864	-
Total Transfers In	1,564,896	386,541	25%	1,546,166	1,546,166	-
Change in Fund Balance	1,111,781	(331,899)	0	(1,119,211)	(983,577)	135,634
Beginning Fund Balance	2,924,742	4,036,523	104%	3,893,237	4,036,523	143,286
Ending Fund Balance	\$ 4,036,523	\$ 3,704,625		\$ 2,774,026	\$ 3,052,946	\$ 278,920

a) Received quarterly, in arrears

COMMUNITY DEVELOPMENT
Statement of Financial Operating Data

	July 1, 2015 through September 30, 2015 (25.0% of Fiscal Year)			FY 2016		
	FY 2015					
	Actual	Actual	% of Budget	Budget	Projected	Variance
Revenues						
Admin-Operations	59,024	20,425	38%	53,494	53,494	-
Admin-GIS	2,110	98	4%	2,500	2,500	-
Admin-Code Enforcement	306,480	89,425	28%	322,913	322,913	-
Building Safety	2,122,894	633,473	29%	2,152,073	2,152,073	-
Electrical	447,721	148,781	32%	467,770	467,770	-
Contract Services	358,815	132,621	48%	276,500	276,500	-
Env Health-On Site Prog	497,039	153,935	32%	475,170	475,170	-
Planning-Current	1,230,486	371,054	35%	1,069,975	1,069,975	-
Planning-Long Range	604,808	220,492	32%	694,249	694,249	-
Total Revenues	5,629,377	1,770,305	32%	5,514,644	5,514,644	-
Expenditures						
Admin-Operations	1,461,189	448,869	27%	1,638,933	1,638,933	-
Admin-GIS	125,463	35,433	27%	132,305	132,305	-
Admin-Code Enforcement	286,288	74,025	23%	319,679	319,679	-
Building Safety	777,738	181,544	20%	915,194	915,194	-
Electrical	225,462	66,727	23%	286,145	286,145	-
Contract Services	270,206	77,415	24%	326,249	326,249	-
Env Health-On Site Pgm	233,477	82,516	24%	338,956	338,956	-
Planning-Current	792,256	227,341	24%	949,095	949,095	-
Planning-Long Range	557,991	152,692	26%	596,343	596,343	-
Transfers Out (D/S Fund)	173,673	-	0%	164,225	164,225	-
Total Expenditures	4,903,745	1,346,563	24%	5,667,124	5,667,124	-
Revenues less Expenditures	725,633	423,742		(152,480)	(152,480)	-
Transfers In/Out						
In: General Fund - L/R Planning	166,770	24,759	25%	99,039	99,039	-
Out: A & T Reserve	(90,360)	-	N/A	-	-	-
Out: CDD Reserve Funds	(687,470)	-	-	(1,037,652)	(1,037,652)	-
Net Transfers In/Out	(611,060)	24,759		(938,613)	(938,613)	-
Change in Fund Balance	114,573	448,501		(1,091,093)	(1,091,093)	-
Beginning Fund Balance	2,037,201	2,151,773	134%	1,600,000	2,151,773	551,773
Ending Fund Balance	\$ 2,151,773	\$ 2,600,274		\$ 508,907	\$ 1,060,680	\$ 551,773

ROAD
Statement of Financial Operating Data

	FY 2015	July 1, 2015 through September 30, 2015 (25.0% of Fiscal Year)		FY 2016		
	Actual	Actual	% of Budget	Budget	Projected	Variance
Revenues						
Motor Vehicle Revenue	11,526,928	3,153,693	28% a)	11,440,000	12,347,228	907,228
Forest Receipts	1,215,021	-	0%	1,250,000	1,250,000	-
Federal - PILT Payment	1,250,809	1,075,349	86%	1,250,000	1,075,349	(174,651)
Other Inter-fund Services	911,160	63,107	7%	947,925	947,925	-
Cities-Bend/Red/Sis/LaPine	664,062	5,200	1%	902,000	902,000	-
State Miscellaneous	602,237	603,572	100%	603,572	603,572	-
Sale of Equip & Material	312,452	3,912	1%	278,500	278,500	-
Assessment Payments (P&I)	159,692	16,184	10%	160,000	160,000	-
Mineral Lease Royalties	174,922	8,666	4%	200,000	200,000	-
Interest on Investments	77,547	26,366	66%	40,000	40,000	-
Miscellaneous	55,109	12,679	35%	36,500	36,500	-
Total Revenues	16,949,938	4,968,726	29%	17,108,497	17,841,074	732,577
Expenditures						
Personnel Services	5,539,866	1,451,101	25%	5,704,814	5,704,814	-
Materials and Services	8,565,242	2,377,498	22% b)	10,846,101	9,346,101	1,500,000
Debt Service	106,554	-	N/A	-	-	-
Capital Outlay	1,764,850	321,031	4% c)	8,503,257	2,600,000	5,903,257
Transfers Out	600,000	-	0%	600,000	600,000	-
Total Expenditures	16,576,513	4,149,630	16%	25,654,172	18,250,915	7,403,257
Revenues less Expenditures	373,426	819,096		(8,545,675)	(409,841)	8,135,834
Trans In - Solid Waste	298,156	81,635	25%	326,539	326,539	-
Trans In - Transp SDC	1,000,000	-	0%	1,000,000	1,000,000	-
Trans In-Road Imp Res	12,388	-	N/A	-	-	-
Total Transfers In	1,310,544	81,635	6%	1,326,539	1,326,539	-
Change in Fund Balance	1,683,970	900,731		(7,219,136)	916,698	8,135,834
Beginning Fund Balance	10,022,703	11,706,673	126%	9,298,470	11,706,673	2,408,203
Ending Fund Balance	\$ 11,706,673	\$12,607,404		\$ 2,079,334	\$12,623,370	\$10,544,036

a) Revenue projection per ODOT (increased fuel sales/economy related)

b) Overlay reserve, \$1.5 million, not projected to be expended in FY 2016

c) Budget includes \$5.9 million of CIP reserves. Not projected to be expended in FY 2016

ADULT PAROLE & PROBATION
Statement of Financial Operating Data

	FY 2015	July 1, 2015 through September 30, 2015 (25.0% of Fiscal Year)			FY 2016		
	Actual	Actual	% of Budget		Budget	Projected	Variance
Revenues							
SB 1145	3,025,316	756,329	23% a)		3,218,647	3,650,000	431,353
DOC Measure 57	217,845	-	0% b)		230,660	230,660	-
Electronic Monitoring Fee	212,894	40,109	18% c)		225,000	225,000	-
Probation Superv. Fees	220,081	48,988	23%		210,000	210,000	-
Interfund - Sheriff	50,000	12,501	25%		50,000	50,000	-
Crime Prevention Grant	50,000	-	0% d)		50,000	50,000	-
CFC-Domestic Violence	52,612	-	0% d)		46,736	46,736	-
State Subsidy	14,960	3,740	24%		15,610	15,610	-
Alternate Incarceration	31,775	-	0% e)		20,035	20,035	-
Interest on Investments	9,550	2,439	35%		7,000	7,000	-
Probation Work Crew Fees	10,191	2,550	43%		6,000	6,000	-
State Miscellaneous	4,142	-	0% e)		4,300	4,300	-
Leases	1,600	-	0% f)		1,500	1,500	-
Claims Reimbursement	8,096	-	N/A		-	-	-
Justice Reinvest HB3194	-	-	0% g)		472,026	759,000	286,974
Miscellaneous	835	-	0%		500	500	-
Total Revenues	3,909,897	866,656	19%		4,558,014	5,276,341	718,327
Expenditures							
Personnel Services	3,581,700	900,190	23%		3,890,276	3,890,276	-
Materials and Services	1,047,720	270,352	21%		1,304,248	1,304,248	-
Transfer to Veh Maint	-	5,184	25%		20,736	20,736	-
Capital Outlay	-	-	0%		100	100	-
Total Expenditures	4,629,420	1,175,726	23%		5,215,360	5,215,360	-
Revenues less Expenditures	(719,522)	(309,070)			(657,346)	60,981	718,327
Transfers In-General Fund	451,189	112,797	25%		451,189	451,189	-
Change in Fund Balance	(268,333)	(196,273)	0		(206,157)	512,170	718,327
Beginning Fund Balance	1,131,982	863,649	130%		662,516	863,649	201,133
Ending Fund Balance	\$ 863,649	\$ 667,376			\$ 456,359	\$ 1,375,819	\$ 919,460

- a) Additional funds awarded post budget adoption. Quarterly payment expected in November
b) Required contract submitted. Expect annual payment in November
c) Quarter 1 less than budgeted. If trend continues, projection will be reduced
d) Payments received quarterly. Payment expected in October
e) Reimbursement for special population/services. Not yet invoiced
f) Per-use lease agreement with Portland State University. No use July-September
g) Additional funds awarded post budget adoption. Quarterly payment expected in late December

EARLY LEARNING HUB
Statement of Financial Operating Data

	FY 2015		July 1, 2015 through September 30, 2015 (25.0% of Fiscal Year)		FY 2016		
	Actual		Actual	% of Budget	Budget	Projected	Variance
Revenues							
Federal Grants	224,752		-		213,382	213,382	-
HealthyStart Medicaid	66,759	16,961	N/A	a)	-	16,961	16,961
State Grant	105,326		-		105,326	105,326	-
HealthyStart /R-S-G	296,573	5,930	N/A		-	5,930	5,930
Miscellaneous	5,291		-		2,000	2,000	-
Court Fines & Fees	77,086	79,014	103%		77,086	79,014	1,928
Interest on Investments	2,487	783	33%		2,400	2,400	-
Private Grant	715	3,285	N/A		-	3,285	3,285
Interfund Grants	7,260		N/A		-	-	-
Total Revenues	786,249	105,973	26%		400,194	428,298	28,104
Expenditures							
Personnel Services	263,621	67,632	22%		304,598	304,598	-
Materials and Services	849,478	30,445	6%	a)	494,118	511,079	(16,961)
Total Expenditures	1,113,099	98,077	12%		798,716	815,677	(16,961)
Revenues less Expenditures	(326,850)	7,896			(398,522)	(387,379)	11,143
Transfers In							
General Fund	252,288	43,749	25%		175,000	175,000	-
General Fund - Other	89,350	22,338	25%		89,350	89,350	-
Total Transfers In	341,638	66,087			264,350	264,350	-
Change in Fund Balance	14,788	73,982			(134,172)	(123,029)	11,143
Beginning Fund Balance	334,861	349,649	127%		274,299	349,649	75,350
Ending Fund Balance	\$ 349,649	\$ 423,632			\$ 140,127	\$ 226,620	\$ 86,493

a) Grant awarded subsequent to adoption of FY 2016 Budget. Supplemental budget to appropriate additional resources will be required

SOLID WASTE
Statement of Financial Operating Data

	FY 2015	through September 30, 2015 (25.0% of Fiscal Year)		FY 2016		
		Actual	% of Budget	Budget	Projected	Variance
Operating Revenues						
Franchise Disposal Fees	4,575,673	1,299,029	27%	4,830,000	4,830,000	-
Private Disposal Fees	1,680,543	536,530	33%	1,648,500	1,648,500	-
Commercial Disp. Fees	1,336,173	413,261	33%	1,260,000	1,260,000	-
Franchise 3% Fees	223,323	10,324	5% a)	220,000	220,000	-
Yard Debris	126,468	51,679	50% b)	104,000	104,000	-
Recyclables	28,066	8,102	28%	29,000	29,000	-
Special Waste	16,382	15,089	60% c)	25,000	25,000	-
Interest	17,164	4,035	40%	10,000	10,000	-
Leases	10,801	2,700	25%	10,801	10,801	-
Miscellaneous	58,721	9,106	36%	25,000	25,000	-
Total Operating Revenues	8,073,313	2,349,855	29%	8,162,301	8,162,301	-
Operating Expenditures						
Personnel Services	1,856,302	485,728	23%	2,084,433	2,084,433	-
Materials and Services	3,112,683	663,915	19%	3,501,756	3,501,756	-
Debt Service	929,793	-	0% d)	932,916	932,916	-
Capital Outlay	166,655	15,380	13%	116,450	116,450	-
Total Operating Expenditures	6,065,434	1,165,024	18%	6,635,555	6,635,555	-
Operating Rev less Exp	2,007,879	1,184,831		1,526,746	1,526,746	-
Transfers Out						
Road	298,156	81,635	25% e)	326,539	326,539	-
SW Capital & Equipment Reserve	2,225,000	-	0% f)	1,400,000	1,400,000	-
Total Transfers Out	2,523,156	81,635	5%	1,726,539	1,726,539	-
Change in Fund Balance	(515,277)	1,103,197	0	(199,793)	(199,793)	-
Beginning Fund Balance	1,679,169	1,163,893	180%	646,922	1,163,893	646,924
Ending Fund Balance	\$ 1,163,893	\$ 2,267,089		\$ 447,129	\$ 964,100	\$ 646,924

a) Payments due April 15th

b) Revenues fluctuate with the weather/seasons

c) Unpredictable revenue source; usually involves DEQ clean-ups

d) Payments made November and May

e) Transfer made quarterly

f) Transfer made as resources required in reserve funds

RISK MANAGEMENT
Statement of Financial Operating Data

	FY 2015	July 1, 2015 through September 30, 2015 (25.0% of Fiscal Year)		FY 2016		
	Actual	Actual	% of Budget	Budget	Projected	Variance
Revenues						
Inter-fund Charges:						
General Liability	379,793	214,800	25%	859,198	859,198	-
Property Damage	392,304	104,966	27%	394,092	394,092	-
Vehicle	177,550	44,964	25%	179,850	179,850	-
Workers' Compensation	1,563,836	283,632	25%	1,137,484	1,137,484	-
Unemployment	324,829	82,584	26%	320,000	320,000	-
Claims Reimb-Gen Liab/Property	43,921	1,007	5%	20,000	20,000	-
Process Fee-Events/Parades	1,835	225	16%	1,400	1,400	-
Miscellaneous	0	-	0%	80	80	-
Skid Car Training	34,020	2,880	11%	27,000	27,000	-
Transfer In-Fund 340	-	95,000	100%	95,000	95,000	-
Interest on Investments	24,331	7,810	31%	25,000	25,000	-
TOTAL REVENUES	2,942,419	837,868	27%	3,059,104	3,059,104	-
Direct Insurance Costs:						
GENERAL LIABILITY						
Settlement / Benefit	166,363	41,380				
Defense	19,031	695				
Professional Service	24,849	-				
Insurance	176,537	156,884				
Loss Prevention	19,465	4,965				
Miscellaneous	126	-				
Repair / Replacement	6,346	7,012				
Total General Liability	412,716	210,936	27%	780,429	850,000	(69,571)
PROPERTY DAMAGE						
Insurance	178,556	166,978				
Repair / Replacement	35,583	731				
Total Property Damage	214,139	167,709	39%	429,719	429,719	-
VEHICLE						
Professional Service	236	-				
Insurance	21,300	-				
Loss Prevention	19,307	1,814				
Repair / Replacement	51,823	20,173				
Total Vehicle	92,666	21,986	25%	89,213	89,213	-
WORKERS' COMPENSATION						
Settlement / Benefit	687,001	65,076				
Professional Service	5,000	-				
Insurance	124,195	101,920				
Loss Prevention	45,934	9,104				
Miscellaneous	54,299	-				
Total Workers' Compensation	916,429	176,100	18%	984,626	950,000	34,626
UNEMPLOYMENT - Settlement/Benefits	104,383	-	0%	151,486	151,486	-
Total Direct Insurance Costs	1,740,333	576,731	24%	2,435,473	2,470,418	(34,945)
Insurance Administration:						
Personnel Services	309,175	80,035	24%	339,585	339,585	-
Materials & Srvs, Capital Out. & Transfs.	133,868	36,696	16%	225,363	225,363	-
Total Expenditures	2,183,376	693,461	23%	3,000,421	3,035,366	(34,945)
Change in Fund Balance	759,043	144,406		58,683	23,738	(34,945)
Beginning Fund Balance	3,110,676	3,869,719	121%	3,200,000	3,869,719	669,719
Ending Fund Balance	\$ 3,869,719	\$ 4,014,125	*	\$ 3,258,683	\$ 3,893,457	\$ 634,774

DESCHUTES COUNTY 9-1-1
Statement of Financial Operating Data

	July 1, 2015 through September 30, 2015 (25.0% of Fiscal Year)			FY 2016		
	FY 2015					
	Actual	Actual	% of Budget	Budget	Projected	Variance
Revenues						
Property Taxes - Current	6,683,234		0% a)	6,940,000	6,940,000	-
Property Taxes - Prior	174,000	36,139	36%	100,000	100,000	-
State Reimbursement	54,389	9,043	25%	36,000	36,000	-
Telephone User Tax	760,914	-	0%	750,000	750,000	-
Data Network Reimb.	41,803	-	0%	30,000	30,000	-
Jefferson County	30,686	241	1%	30,000	30,000	-
User Fee	54,536	-	0%	45,000	45,000	-
Police RMS User Fees	287,880	16,488	6%	295,788	295,788	-
Contract Payments	-	-	0%	11,000	11,000	-
Miscellaneous	38,466	7,560	76% b)	10,000	10,000	-
Interest	36,785	8,262	21%	40,000	40,000	-
Total Revenues	8,162,693	77,732	1%	8,287,788	8,287,788	-
Expenditures						
Personnel Services	4,885,484	1,274,916	21%	6,076,736	6,076,736	-
Materials and Services	1,987,159	573,876	28%	2,019,097	2,019,097	-
Capital Outlay	234,798	-	0%	200,000	200,000	-
Total Expenditures	7,107,441	1,848,792	22%	8,295,833	8,295,833	-
Revenues less Expenditures	1,055,252	(1,771,060)		(8,045)	(8,045)	-
Beginning Fund Balance	3,939,854	4,995,106	107%	4,650,000	4,995,106	345,106
Ending Fund Balance	\$ 4,995,106	\$ 3,224,046		\$ 4,641,955	\$ 4,987,061	\$ 345,106

a) Current year taxes received beginning in October

b) One time \$4,253 reimbursement received from Bend Police Department for software licenses

Health Benefits Trust
Statement of Financial Operating Data

	FY 2015		FY 2016			
	Actual	July 1, 2015 through September 30, 2015 (25% of Fiscal Year)	% of Budget	Approved Budget	FY 2016 Projection	\$ Variance
Revenues:						
Internal Premium Charges	\$ 16,001,138	\$ 3,817,725	24% a)	\$ 16,153,000	\$ 15,270,899	\$ (882,101)
Part-Time Employee Premium	15,680	2,308	N/A a)	-	9,230	9,230
Employee Monthly Co-Pay	866,646	227,700	26% a)	865,000	910,800	45,800
COIC	1,870,995	507,453	27% a)	1,900,000	2,029,812	129,812
Retiree / COBRA Co-Pay	1,089,975	299,032	22% a)	1,336,000	1,196,129	(139,871)
Prescription Rebates	145,422	-	0%	130,000	130,000	-
Claims Reimbursements & Misc	242,601	175,800	N/A	-	175,800	175,800
Interest	92,213	26,890	24%	112,000	112,000	-
Total Revenues	20,324,668	5,056,907	25%	20,496,000	19,834,670	(661,330)
Expenditures:						
Personnel Services (all depts)	121,638	28,868	25%	117,753	117,753	-
Materials & Services						
Admin & Wellness						
Claims Paid-Medical	11,366,449	3,367,052	27% b)	12,335,775	12,539,211	(203,436)
Claims Paid-Prescription	1,245,249	238,093	17% b)	1,392,307	1,332,456	59,850
Claims Paid-Dental/Vision	1,832,508	444,008	22% b)	2,048,918	1,865,362	183,556
Stop Loss Insurance Premium	326,435	86,922	24%	360,000	360,000	-
State Assessments	227,597	-	0%	240,000	240,000	-
Administration Fee (EMBS)	419,304	119,961	29%	420,000	420,000	-
Preferred Provider Fee	38,804	29,976	65%	46,000	46,000	-
Other - Administration	45,335	17,285	17%	104,417	104,417	-
Other - Wellness	162,582	42,701	29%	149,000	149,000	-
Admin & Wellness	15,664,262	4,345,999	25%	17,096,417	17,056,446	39,971
Deschutes On-site Clinic						
Contracted Services	818,418	184,421	23%	810,000	810,000	-
Medical Supplies	79,616	2,078	3%	63,000	63,000	-
Other	23,726	5,135	19%	27,470	27,470	-
Total DOC	921,761	191,635	21%	900,470	900,470	-
Deschutes On-site Pharmacy						
Contracted Services	304,556	27,036	9%	287,700	287,700	-
Prescriptions	1,552,760	145,666	9%	1,600,000	1,600,000	-
Other	13,250	5,163	23%	22,007	22,007	-
Total Pharmacy	1,870,566	177,865	9%	1,909,707	1,909,707	-
Total Expenditures	18,578,227	4,744,366	24%	20,024,347	19,984,376	39,971
Change in Fund Balance	1,746,441	312,541		471,653	(149,706)	(621,359)
Beginning Fund Balance	12,461,082	14,207,523	108%	13,190,000	14,207,523	1,017,523
Ending Fund Balance	\$ 14,207,523	\$ 14,520,063		\$ 13,661,653	\$ 14,057,817	\$ 396,164
% of Exp covered by Revenues						
	109.4%	106.6%		102.4%	99.3%	

a) Projection - Three months annualized

b) Fifty-two week rolling average

FAIR AND EXPO CENTER
Statement of Financial Operating Data
Through September 30, 2015

	FY 2015	Year to Date (25% of the year)		FY 2016		
	Actual	Actual	% of Budget	Budget	Projection	\$ Variance
Operating Revenues						
Events Revenues	\$ 528,377	\$ 129,266	27.9%	\$ 463,000	\$ 511,967	\$ 48,967
Storage	45,794	150	0.3%	50,000	50,000	-
Camping at F & E	14,505	1,265	6.3%	20,000	21,265	1,265
Horse Stall Rental	37,698	825	1.7%	50,000	50,000	-
Food & Beverage Activities, net	89,575	(335)	-0.5% a)	71,303	85,117	13,814
Concession % - Food	11,411	-	N/A	-	-	-
Annual County Fair (net)	244,000	200,000	67.8% b)	294,835	281,820	(13,015)
Interfund Contract	85,111	21,105	25.0% c)	84,422	84,422	-
TRT - 1% for Marketing	116,670	85,303	22.3%	382,641	382,641	(0)
Miscellaneous	11,092	2,698	24.8%	10,900	5,698	(5,202)
Total Operating Revenues	1,184,232	440,277	30.9%	1,427,101	1,472,930	45,829
Operating Expenditures:						
General F & E Activities						
Personnel Services	909,177	243,473	25.6%	951,266	956,921	(5,655)
Materials and Services	655,566	181,474	22.0%	825,027	834,618	(9,591)
Total Operating Expenditures	1,564,743	424,948	23.9%	1,776,293	1,791,539	(15,246)
Other:						
Park Acq/Dev (Fund 130)	29,000	7,500	25.0%	30,000	37,500	7,500
Grants	280	-	N/A	-	-	-
Rights & Signage	98,538	7,165	6.2%	115,000	115,000	-
Interest	678	177	58.9%	300	402	102
Total Other	128,496	14,842	10%	145,300	152,902	7,602
Results of Operations	(252,016)	30,171		(203,892)	(165,708)	38,184
Transfers In / Out						
Transfer In-General Fund	365,000	75,000	25.0%	300,000	300,000	-
Transfer In-Room Tax - (Fund 160)	110,770	6,435	25.0%	25,744	25,744	-
Trans In(Out)-Fair & Expo Reserve	-	-	0.0%	(62,740)	(62,740)	-
Total Transfers In	475,770	81,435	31.0%	263,004	263,004	-
Non-Operating Expenditures						
Debt Service	112,213	-	0.0%	116,709	116,709	-
Capital Outlay	52,473	-	N/A	-	-	-
Total Non-Operating Expenditures	164,686	-	0.0%	116,709	116,709	-
Change in Fund Balance	59,068	111,606		(57,597)	(19,413)	38,184
Beginning Fund Balance	(345)	58,723	58.7%	100,000	58,723	(41,277)
Ending Fund Balance	\$ 58,723	\$ 170,329		\$ 42,403	\$ 39,310	\$ (3,093)

a) See "Food & Beverage Activities Schedule"

b) Revenues and Expenses for the annual County Fair are recorded in a separate fund and the available net income is transferred to the Fair & Expo Center Fund. Current projection is that \$260,105 will be transferred.

c) Reimbursement from RV Park for personnel expenditures recorded in F&E

Deschutes County
Food and Beverage Activities
July 1, 2015 through September 30, 2015

Year to Date - Through September 30, 2015						FY 2016 Budget
July & August - F&E and Annual Fair						
F & E Center (Fund 618)	Annual Fair (Fund 619)	July and August Total	September	Year to Date	% of Revenues	Amount
\$ 29,838	\$ 199,890	\$ 229,729	\$ 24,483	\$ 254,212		357,000
Revenues						
Direct Costs						
Beginning Inventory	-	24,040	36,704	24,040		-
Purchases (Food/Bev/Paper/Chemicals)	64,628	76,138	8,409	84,548		88,250
Less: Ending Inventory	-	(36,704)	(36,084)	(36,084)		-
Cost of Food & Beverage	64,628	63,474	9,029	72,504	28.5%	88,250
Event Expenses	596	1,571	780	2,351	0.9%	8,900
Labor	37,545	40,670	5,228	45,898	18.1%	93,000
Total Direct Costs	102,768	105,716	15,037	120,752	47.5%	190,150
Gross Profit	97,122	124,013	9,447	133,460	52.5%	166,850
Other Revenues						
Catering / 3rd Party	-	-	966	966		8,000
Concessions / 3rd Party	5,453	5,453	-	5,453		2,000
Rentals (Kitchen & Flatware)	-	-	-	-		10,000
Total Other Revenues	5,453	5,453	966	6,419		20,000
Expenses/Expenditures						
Personnel	18,267	18,267	9,515	27,782		113,440
Other Materials & Services	8,316	8,316	1,541	9,858		2,107
Total Expenses/Expenditures	26,583	26,583	11,057	37,639		115,547
Income - Food & Beverages Activities	\$ 309	\$ 102,575	\$ (644)	\$ 102,240	40%	71,303
F & B with Premier Contract	\$ 5,441			\$ 5,441		
Difference (F&E compared to Premier)	\$ (5,133)			\$ 96,798		

JUSTICE COURT
Statement of Financial Operating Data

	FY 2015	July 1, 2015 through September 30, 2015 (25.0% of Fiscal Year)		FY 2016		
	Actual	Actual	% of Budget	Budget	Projected	Variance
Revenues						
Court Fines & Fees	459,548	84,217	19% a)	450,000	450,000	-
Interest on Investments	456	119	23%	527	527	-
Total Revenues	460,004	84,336	41%	450,527	450,527	-
Expenditures						
Personnel Services	423,791	108,178	25%	436,236	436,236	-
Materials and Services	162,205	57,419	33% b)	173,942	173,942	-
Total Expenditures	585,996	165,596	27%	610,178	610,178	-
Revenues less Expenditures	(125,992)	(81,261)		(159,651)	(159,651)	-
Transfers In-General Fund	74,398	36,438	25%	145,747	145,747	-
Change in Fund Balance	(51,594)	(44,823)		(13,904)	(13,904)	-
Beginning Fund Balance	130,317	78,723	131%	60,000	78,723	18,723
End Fund Bal (Contingency)	\$ 78,723	\$ 33,900		\$ 46,096	\$ 64,819	\$ 18,723

a) Monthly revenue recorded in arrears

b) One time software maintenance fee of \$24,421 paid in September

CAPITAL PROJECTS

- Campus Improvement
- North County Campus

Deschutes County
Campus Improvement (Fund 463)
Inception through September 30, 2015

RESOURCES:

Transfer in (Note A)
Transfer in - General Fund
Transfer in - General County Projects (142)
Oregon Judicial Dept Payment
Interest Revenue
Total Resources

Received and Expended	Committed or Projected	Total
\$ 796,617	\$ -	\$ 796,617
150,000	-	150,000
820,000	-	820,000
20,000	-	20,000
11,124	-	11,124
1,797,741	-	1,797,741

EXPENDITURES:

Basement Jail/Boiler Demolition
Basement Public File View
1st Floor Public File View
1st Floor Restrooms/Haslinger Court
1st Floor DeHoog/Bagley Court/Jury Room
Accounting Area Open Workspace
Courthouse DA Offices
Hearing Room Justice Bldg 2/Basement Phases 1/2
Justice Bldg-Breezeway Connection
"Stone Building"
Internal Service Fund Charges
Total Materials & Services

JB1	168,109	-	168,109
JB2	141,862	-	141,862
JB3	117,980	-	117,980
JB4	401,231	-	401,231
JB5	81,702	-	81,702
JB6	40,257	-	40,257
JB7	34,348	-	34,348
JB8	660,265	-	660,265
JB9		143,147	143,147
	720	-	720
	8,119	-	8,119
	1,654,594	143,147	1,797,741

Revenues less Expenditures

\$ 143,147	\$ (143,147)	-
-------------------	---------------------	----------

Notes:

A. Remaining proceeds of the OSP portion of the FF&C borrowing for the OSP/911 Building.

Completed Projects

Deschutes County
North County Services Building
Inception through Completion
July 1, 2011 - September 18, 2015

RESOURCES:

Rental	\$ 500	
Expended from Fund 142 for Design Center	1,427,013	a)
Transfers in:		
Fund 140 for Unger Remodel	755,000	
Fund 142 (FY 2012)	600,000	
Fund 140 for Antler Building (P & I)	151,736	
Interest Revenue	9,836	
Total Resources	\$ 2,944,085	

EXPENDITURES:

Design Center - Hwy 97

Land & Building	\$ 1,402,013	
Architecture/Design	47,092	
Utilities	26,777	
Fees, Permits & SDCs	520	
Other	13,200	
Total Design Center	1,489,602	

Antler Building

Land & Building	601,200	
Building Improvements	42,364	
Personal Property	6,793	
Interest	2,827	
Other	928	
Total Antler Building	654,111	

Unger Building Remodel

Remodel Construction-Griffin Constr.	625,851	
Architecture/Design	56,146	
Relocation Costs	29,100	b)
Fees & Permits	4,466	
Utilities	7,086	
Furniture, Fixtures & Equipment	18,018	
Other	21,107	
Total Unger Building Remodel	761,774	

Other

Internal Service Fund Charges	34,795	
Evergreen School	3,803	

Total Expenditures **\$ 2,944,085**

- a) The property was purchased in FY 2011 with resources from Fund 142 - General County Projects. Also, \$25,000 was paid to the architect from Fund 142 in FY 2011.
- b) The costs incurred through completion alternate facilities Parole & Probation were paid from Fund 462.

**OREGON MILITARY DEPARTMENT
OFFICE OF EMERGENCY MANAGEMENT
PRE-DISASTER MITIGATION GRANT
CFDA # 97.047
DESCHUTES COUNTY
CENTRAL OREGON WILDFIRE MITIGATION
Not to Exceed \$3,000,000.00
Grant No: PDMC-PJ-10-OR-2010-001**

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through the Oregon Military Department, Office of Emergency Management, hereinafter referred to as "OEM," and **DESCHUTES COUNTY**, hereinafter referred to as "Subrecipient," and collectively referred to as the "Parties."

1. **Effective Date.** This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law. Reimbursements will be made for Project Costs incurred beginning on **October 1, 2015**, and shall terminate upon completion and approval of the Project by federal and state officials, including the completion of close-out and audit. This period shall be known as the (Grant Award Period). The Project shall be completed no later than **September 30, 2018**, (Expiration Date), unless otherwise extended as provided in this Agreement. OEM's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 6.b.iv of this Agreement.
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: **FEMA Project Description and Budget**
Exhibit B: **Federal Requirements and Certifications**
Exhibit C: **Subcontractor Insurance**
Exhibit D: **Information required by 2 CFR 200.331(a)**

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 B; this Agreement without Exhibits; Exhibit A; Exhibit C; Exhibit D.

3. **Project Cost, Grant Funds.** The total estimated cost of the Project for the purpose of this Grant Agreement is **\$4,000,000.00**. In accordance with the terms and conditions of this Agreement, OEM shall provide Subrecipient an amount not to exceed 75 percent of the Project Costs or **\$3,000,000.00**, whichever is less, in Grant Funds for eligible costs described in Section 6 hereof. Grant Funds for this Program are provided by the Federal Emergency Management Agency (FEMA) and is administered by OEM. Subrecipient will commit at least twenty-five percent (25%) non-Federal match to the Project. The non-Federal match can be cash, in-kind or a combination of both. For this sub-grant, the non-Federal share contribution shall be 25 percent of the Project Costs, up to **\$1,000,000.00**. Subrecipient shall apply any savings, rebates and reductions in cost to reduce the overall cost of the Project. Subrecipient is responsible for any costs in excess of the total Project Cost.

4. **Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by OEM by amendment pursuant to Section 11.d hereof.

5. **Reports.** Failure of Subrecipient to submit the required program, financial, or audit reports, or to resolve program, financial, or audit issues may result in the suspension of grant payments, termination of this Agreement, or both.

a. Performance and Close-Out Reports.

- i. Subrecipient agrees to submit performance reports, using a form provided by OEM, on its progress in meeting each of its agreed upon milestones.
- ii. Reports are due to OEM on or before 15 days following each calendar quarter (March 31, June 30, September 30, and December 31).
- iii. Subrecipient may request from OEM prior written approval to extend a performance report requirement past its due date. OEM, in its sole discretion, may approve or reject the request.
- iv. Subrecipient shall submit final close-out report to OEM for review to include financial performance report, construction reports (if applicable), Invention disclosure (if applicable), Federally-owned property report (if applicable), and final request for reimbursement (if applicable).

b. Financial Reimbursement Requests.

- i. To receive reimbursement, Subrecipient must submit a Pre-Disaster Mitigation Request for Reimbursement of Funds form (RfR) to OEM which references the appropriate Pre-Disaster Mitigation Project Number, FEMA Project Number, FEMA FIPS Number and DUNS Number, and appropriate documentation as required. Partial payments of funds for costs already incurred may be requested at any time during the Project. Each request must include appropriate supporting documentation of the incurred costs. A final Request must be submitted no later than 30 days following completion of the Project or the Expiration Date, whichever occurs first.
- ii. Reimbursements for expenses will be withheld if performance reports are not submitted by the specified dates or are incomplete.
- iii. Reimbursement rates for travel expenses shall not exceed those allowed by the State of Oregon. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the dates, times, and places of travel, and the actual expenses or authorized rates incurred.
- iv. Reimbursements will only be made for actual expenses incurred during the Grant Award Period provided in Section 1. Subrecipient agrees that no grant or, if applicable, match funds may be used for expenses incurred before or after the Grant Award Period.

6. Disbursement and Recovery of Grant Funds.

- a. Disbursement Generally.** OEM shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by OEM upon approval by OEM of the RfR. Eligible costs are the reasonable and necessary costs incurred by Subrecipient for the Project that are not excluded from reimbursement by OEM or FEMA either by this Agreement or by exclusion as a result of financial review or audit.

- b. Conditions Precedent to Disbursement.** OEM's obligation to disburse Grant Funds to Subrecipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
- i. OEM has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow OEM, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Subrecipient is in compliance with the terms of this Agreement including, without limitation, Exhibit B and the requirements incorporated by reference in Exhibit B.
 - iii. Subrecipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - iv. Subrecipient has provided to OEM the RfR in accordance with Section 5.b of this Agreement.
- c. Recovery of Grant Funds.** Any funds disbursed to Subrecipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement ("Unexpended Funds") must be returned to OEM. Subrecipient shall return all Misexpended Funds to OEM promptly after OEM's written demand and no later than 15 days after OEM's written demand. Subrecipient shall return all Unexpended Funds to OEM within 14 days after the earlier of expiration or termination of this Agreement.

The Subrecipient shall be responsible for pursuing recovery of monies paid under this Agreement in providing disaster assistance against any party that might be liable, and further, the Subrecipient shall cooperate in a reasonable manner with the State and the United States in efforts to recover expenditures under this Agreement.

In the event the Subrecipient obtains recovery from a responsible party, the Subrecipient shall first be reimbursed its reasonable costs of litigation from such recovered funds. The Subrecipient shall pay to the state the proportionate Federal share of all project funds recovered in excess of costs of litigation.

- 7. Representations and Warranties of Subrecipient.** Subrecipient represents and warrants to OEM as follows:
- a. Organization and Authority.** Subrecipient is a county and political subdivision of the State of Oregon duly formed under the laws of the State of Oregon and is eligible to receive the Grant Funds. Subrecipient 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 Subrecipient of this Agreement (1) have been duly authorized by all necessary action of Subrecipient 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, (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 Subrecipient is a party or by which Subrecipient or any of its properties may be bound or affected. No further 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 Subrecipient of this Agreement.

- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Subrecipient and constitutes a legal, valid and binding obligation of Subrecipient, 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.** Subrecipient'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 member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

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

8. Records Maintenance and Access; Audit.

- a. **Records, Access to Records and Facilities.** Subrecipient 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. Subrecipient acknowledges and agrees, and Subrecipient will require its contractors, subcontractors, subrecipients (collectively hereafter "contractors"), successors, transferees, and assignees to acknowledge and agree, to provide OEM, Oregon Secretary of State (Secretary), Office of Inspector General (OIG), Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), or any of their authorized representatives, access to records, accounts, documents, information, facilities, and staff. Subrecipient and its contractors must cooperate with any compliance review or complaint investigation by any of the above listed agencies, providing them access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary. The right of access is not limited to the required retention period but shall last as long as the records are retained.

Subrecipient must prepare a Schedule of Expenditures of Federal Awards (SEFA) that includes: Federal grantor name, pass-through entity name, program name, Federal catalog number, identifying number assigned by the pass-through entity and current year expenditures.

- b. **Retention of Records.** Subrecipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project until the latest of (a) six years following termination, completion or expiration of this Agreement, (b) upon resolution of any litigation or other disputes related to this Agreement, or (c) as required by 2 CFR 200.333. It is the responsibility of Subrecipient to obtain a copy of 2 CFR Part 200 and to apprise itself of all rules and regulations set forth.

c. Audits.

- i. If Subrecipient expends \$750,000 or more in Federal funds (from all sources) in its fiscal year, Subrecipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR 200 Subpart F. Copies of all audits must be submitted to OEM within 30 days of completion. If Subrecipient expends less than \$ 750,000 in its fiscal year in Federal funds, Subrecipient is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in Section 8.a. herein.

- ii. Audit costs for audits not required in accordance with 2 CFR part 200, subpart F are unallowable. If Subrecipient did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the grant.
- iii. Subrecipient shall save, protect and hold harmless OEM from the cost of any audits or special investigations performed by the Secretary or any federal agency with respect to the funds expended under this Agreement. Subrecipient acknowledges and agrees that any audit costs incurred by Subrecipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Subrecipient and the State of Oregon.

9. Subrecipient Procurements; Property and Equipment Management and Records; Subcontractor Indemnity and Insurance

- a. **Subagreements.** Subrecipient may enter into agreements (hereafter “subagreements”) for performance of the Project. Subrecipient shall use its own procurement procedures and regulations, provided that the procurement conforms to applicable Federal and State law (including without limitation ORS chapters 279A, 279B, 279C, and that for contracts for more than \$150,000, the contract shall address administrative, contractual or legal remedies for violation or breach of contract terms and provide for sanctions and penalties as appropriate, and for contracts for more than \$10,000 address termination for cause or for convenience including the manner in which termination will be effected and the basis for settlement).
 - i. Subrecipient shall provide to OEM copies of all Requests for Proposals (RFPs) or other solicitations for procurements anticipated to be for \$100,000 or more and to provide to OEM, upon request by OEM, such documents for procurements for less than \$100,000. Subrecipient shall include with its RfR a list of all procurements issued during the period covered by the report.
 - ii. All subagreements, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner that encourages fair and open competition to the maximum practical extent possible. All sole-source procurements in excess of \$100,000 must receive prior written approval from OEM in addition to any other approvals required by law applicable to Subrecipient. Justification for sole-source procurement in excess of \$100,000 should include a description of the program and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
 - iii. Subrecipient shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, or RFPs for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to OEM.
 - iv. Subrecipient agrees that, to the extent it uses contractors, such contractors shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.
 - v. In the event that Subrecipient subcontracts for engineering services, Subrecipient shall require that the engineering firm be covered by errors and omissions insurance in an amount not less than the amount of the firm’s contract. If the firm is unable to obtain errors and omissions

insurance, the firm shall post a bond with Subrecipient for the benefit of Subrecipient of not less than the amount of its subcontract. Such insurance or bond shall remain in effect for the entire term of the subcontract. The subcontract shall provide that the subcontract shall terminate immediately upon cancellation or lapse of the bond or insurance and shall require the subcontractor to notify Subrecipient immediately upon any change in insurance coverage or cancellation or lapse of the bond.

b. Purchases and Management of Property and Equipment; Records. Subrecipient agrees to comply with all applicable federal requirements referenced in Exhibit B, Section II.C.1 to this Agreement and procedures for managing and maintaining records of all purchases of property and equipment will, at a minimum, meet the following requirements:

- i. All property and equipment purchased under this Agreement, whether by Subrecipient or a contractor, will be conducted in a manner providing full and open competition and in accordance with all applicable procurement requirements, including without limitation ORS chapters 279A, 279B, 279C, and purchases shall be recorded and maintained in Subrecipient's property or equipment inventory system.
- ii. Subrecipient's property and equipment records shall include: a description of the property or equipment; the manufacturer's serial number, model number, or other identification number; the source of the property or equipment, including the Catalog of Federal Domestic Assistance (CFDA) number; name of person or entity holding title to the property or equipment; the acquisition date; cost and percentage of Federal participation in the cost; the location, use and condition of the property or equipment; and any ultimate disposition data including the date of disposal and sale price of the property or equipment.

For acquisition projects, Subrecipient shall retain real estate transaction and property tracking records indefinitely to enable FEMA to track the use of real property acquired with grant funds and ensure that the property is maintained for open space in perpetuity (see 44 CFR Part 80).

- iii. A physical inventory of the property and equipment must be taken and the results reconciled with the property and equipment records at least once every two years.
- iv. Subrecipient must develop a control system to ensure adequate safeguards to prevent loss, damage, or theft of the property and equipment. Subrecipient shall investigate any loss, damage, or theft and shall provide the results of the investigation to OEM upon request.
- v. Subrecipient must develop, or require its contractors to develop, adequate maintenance procedures to keep the property and equipment in good condition.
- vi. If Subrecipient is authorized to sell the property or equipment, proper sales procedures must be established to ensure the highest possible return.
- vii. Subrecipient agrees to comply with 2 CFR 200.313 when original or replacement equipment acquired with Grant Funds is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency.
- viii. Subrecipient shall require its contractors to use property and equipment management requirements that meet or exceed the requirements provided herein applicable to all property and equipment purchased with Grant Funds.
- ix. Subrecipient shall, and shall require its contractors to, retain, the records described in this Section 9.b. for a period of six years from the date of the disposition or replacement or transfer at the discretion of OEM. Title to all property and equipment purchased with Grant Funds

shall vest in Subrecipient if Subrecipient provides written certification to OEM that it will use the property and equipment for purposes consistent with this Agreement.

- c. **Subagreement indemnity; insurance.** Subrecipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless OEM 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 Subrecipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that OEM shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of OEM, be indemnified by the other party to Subrecipient's subagreement(s) from and against any and all Claims.

Any such indemnification shall also provide that neither Subrecipient's contractor(s) nor any attorney engaged by Subrecipient's contractor(s) shall defend any claim in the name of OEM or any agency of the State of Oregon (collectively "State"), nor purport to act as legal representative of the State 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 Subrecipient's contractor is prohibited from defending State or that Subrecipient's contractor 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 Subrecipient's contractor if State elects to assume its own defense.

Subrecipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement.

10. Termination

- a. **Termination by OEM.** OEM may terminate this Agreement effective upon delivery of written notice of termination to Subrecipient, or at such later date as may be established by OEM in such written notice, if:
- i. Subrecipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Subrecipient is, for any reason, rendered improbable, impossible, or illegal; or
 - ii. OEM fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow OEM, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
 - iii. 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;
 - iv. The Project would not produce results commensurate with the further expenditure of funds; or
 - v. Subrecipient takes any action pertaining to this Agreement without the approval of OEM and which under the provisions of this Agreement would have required the approval of OEM.
 - vi. OEM determines there is a material misrepresentation, error or inaccuracy in Subrecipient's application.

- b. **Termination by Subrecipient.** Subrecipient may terminate this Agreement effective upon delivery of written notice of termination to OEM, or at such later date as may be established by Subrecipient in such written notice, if:
 - i. The requisite local funding to continue the Project becomes unavailable to Subrecipient; 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. **Termination by Either Party.** Either Party may terminate this Agreement upon at least thirty days' notice to the other Party.
- d. **Effect of Termination.** In the event of termination of this Agreement, each party shall be liable only for project costs and allowable expenses incurred by the other party, prior to the effective date of termination, and Subrecipient will return all Federal funds paid to Subrecipient for the Project which have not been expended or irrevocably committed to eligible activities.

11. General Provisions

- a. **Indemnity.** Subrecipient shall, as required by ORS 401.178(2), indemnify, defend, save, and hold harmless the United States and its agencies, officers, employees, agents, and members, and the State of Oregon and its agencies, officers, employees, agents, and members, from and against all claims, damages, losses, expenses, suits, or actions of any nature arising out of or resulting from the activities of Subrecipient, its agencies, officers, employees, agents, members, contractors, or subcontractors under this Agreement. If legal limitations apply to the indemnification ability of Subrecipient, this indemnification shall be for the maximum amount of funds available for expenditure, including any available contingency funds, funds available under ORS 30.260 to 30.300 or other available non-appropriated funds. If requested by OEM, Subrecipient shall purchase commercial insurance covering this indemnification.
- 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. Each party shall bear its own costs incurred under this Section 11.b.
- c. **Responsibility for Grant Funds.** Any recipient of Grant Funds, pursuant to this Agreement with OEM, shall assume sole liability for that recipient's breach of the conditions of this Agreement, and shall, upon such recipient's breach of conditions that requires OEM to return funds to the FEMA, hold harmless and indemnify OEM for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the recipient of Grant Funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. **Duplicate Payment.** Subrecipient is not entitled to compensation or 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.

- f. **No Third Party Beneficiaries.** OEM and Subrecipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly 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.

Subrecipient 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 Subrecipient, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from this Agreement.

- g. **Notices.** Except as otherwise expressly provided in this Section, any communications between the parties hereto or notice to be given hereunder shall be given in writing by personal delivery, facsimile, email or mailing the same by registered or certified mail, postage prepaid to the persons identified in the signature blocks or to such other persons, addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and sent by registered or certified mail shall be deemed delivered upon receipt or refusal of receipt. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. 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.

- h. **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 OEM (or any other agency or department of the State of Oregon) and Subrecipient 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. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

- i. **Compliance with Law.** Subrecipient 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, including without limitation as described in Exhibit B. Without limiting the generality of the foregoing, Subrecipient 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 Subrecipient, 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. Subrecipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.

The Subrecipient will comply with the insurance requirements of the Stafford Act, as amended, and obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired or constructed with this assistance.

- k. **Independent Contractor.** Subrecipient shall perform the Project as an independent contractor and not as an agent or employee of OEM. Subrecipient has no right or authority to incur or create any obligation for or legally bind OEM in any way. OEM cannot and will not control the means or manner by which Subrecipient performs the Project, except as specifically set forth in this Agreement. Subrecipient is responsible for determining the appropriate means and manner of performing the Project. Subrecipient acknowledges and agrees that Subrecipient is not an "officer", "employee", or "agent" of OEM, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. **Headings.** The section headings in this Agreement are included for convenience only, do not give full notice of the terms of any portion of this Agreement, and are not relevant to the interpretation of any provision of this Agreement.
- m. **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.
- n. **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.
- o. **Integration and Waiver.** This Agreement, including all Exhibits and referenced documents, 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. Subrecipient, 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.

THE PARTIES, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

SIGNATURE PAGE TO FOLLOW

Deschutes County

Dated this _____ of _____, 2015

BOARD OF COUNTY COMMISSIONERS

ANTHONY DEBONE, CHAIR

ALAN UNGER, VICE-CHAIR

TAMMY BANEY, COMMISSIONER

ATTEST:

Recording Secretary

APPROVED AS TO LEGAL SUFFICIENCY
(If required for Subrecipient)

By _____
Subrecipient's Legal Counsel, David Doyle

Date _____

Subrecipient Program Contact:

Name Ed Keith
Title County Forester
Agency Deschutes County
Address 1 61150 SE 27th St
City, State, Zip Bend, OR 97702
Phone 541-322-7117
Email ed.keith@deschutes.org

Subrecipient Fiscal Contact:

Name Susan Bailey
Title Administrative Analyst
Address 1 61150 SE 27th St
City State Zip Bend, OR 97702
Phone 541-322-7119
Email susan.bailey@deschutes.org

OEM

By _____

Clint Fella
Mitigation and Recovery Services Section Manager, OEM

Date _____

APPROVED AS TO FORM

By Cynthia C. Byrnes via email
Assistant Attorney General

Date September 3, 2015

OEM Program Contact:

Dennis Sigrist
State Hazard Mitigation Officer
Oregon Military Department
Office of Emergency Management
PO Box 14370
Salem, OR 97309-5062
503-378-2911 extension 22247
dennis.sigrist@state.or.us

OEM Fiscal Contact:

Christine O'Day
Grants Program Accountant
Oregon Military Department
Office of Emergency Management
PO Box 14370
Salem, OR 97309-5062
503-378-2911 extension 22244
christine.oday@state.or.us

EXHIBIT A

Please refer to FEMA obligation documents



FEMA

September 30, 2015

Andrew J. Phelps, Director
Office of Emergency Management
Oregon Military Department
P.O. Box 14370
Salem, Oregon 97309-5062

RE: Pre-disaster Mitigation Competitive Grant Program (PDMC) FY 2010
DHS-FEMA award number: EMS-2013-PC-0001, Amendment 01
Approval of subawards

Dear Mr. Phelps:

Attached please find a fully executed Obligating Document for Awards/Amendments (FF 76-10A) awarding your PDMC grant and subgrants. The performance period for award number EMS-2013-PC-0001 begins October 1, 2013 and ends on September 30, 2018. Please reference EMS-2013-PC-0001 on your quarterly financial reports, performance reports and all related correspondence.

Payment requests for allowable costs are conducted using the Federal Emergency Management agency's Payment and Reporting System (PARS), using vendor identification number 936001775. The PARS account for the total funding provided by this award is as follows:

<u>PARS account number</u>	<u>Federal Amount</u>
EMS-2013-PC-0001	\$3,564,412.50

Please note: This amendment contains additional requirements and three special conditions placing holds on Federal funds totaling \$3,300,000.00. Please refer to the Grant Agreement Articles regarding the additional requirements and the actions necessary to release the holds on Federal funds.

If you have any programmatic questions, please contact Brandon Sweeza at (425) 487-2022. I can be reached at (425) 487-4583 should you have any financial or grants management questions.

Respectfully,

ROBERT W LITTLE

Digitally signed by ROBERT W LITTLE
DN: c=US, o=U.S. Government, ou=Department of Homeland Security,
ou=FEMA, ou=People, cn=ROBERT W LITTLE,
0.9.2342.19200300.100.1.1=0527191231.FEMA
Date: 2015.09.30 08:08:57 -0700

Rob Little, Grants Management Specialist
Grant Programs Division

Attachment

FY2013

PRE-DISASTER MITIGATION PROGRAM GRANT AGREEMENT
ARTICLES

CFDA# 97.047

GRANTEE: Oregon Office Emergency Management
AGREEMENT NUMBER: EMS-2013-PC-0001

AMENDMENT NUMBER: 01

DESIGNATED AGENCY: FEMA

PERFORMANCE PERIOD: October 1, 2013 – September 30, 2018

GENERAL INFORMATION

The Pre-Disaster Mitigation (PDM) program provides grants to States and Indian Tribal government or territory that, in turn, provide Subgrants to local governments for cost-effective mitigation activities that are selected via a Ranking. Funds will be used to implement a sustained pre-disaster natural hazard mitigation program to reduce overall risk to the population and structures, while also reducing reliance on funding from actual disaster declarations.

ARTICLE I. FEMA AUTHORITY

The United States of America through the Department of Homeland Security's Federal Emergency Management Agency (FEMA), hereinafter referred to as "the Granter," agrees to grant to the State/Indian Tribal government, through its designated agency named above (hereinafter referred to as "the Grantee") funds in the amount specified on the obligating document, to support the Pre-Disaster Mitigation Grant Program, authorized under 42 U.S.C. 5133, Section 203, of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), Public Law 93-288, as amended,

The Grantee agrees to abide by the Grant Award terms and conditions as set forth in this document.

ARTICLE II. PROJECT DESCRIPTION

The Grantee shall perform the work described in the application package and made a part of these Grant Agreement Articles.

PRE-DISASTER MITIGATION PROGRAM GRANT AGREEMENT
ARTICLES

ARTICLE III. PERIOD OF PERFORMANCE

The period of performance shall be October 1, 2013 through September 30, 2018. All costs must be incurred during the period of performance unless pre-award costs are approved.

ARTICLE IV. AMOUNT AWARDED

This Grant Award is for the administration and completion of an approved Pre-Disaster Mitigation - Competitive project. Funds approved under this Grant Agreement may not be used for other purposes. If costs exceed the amount of FEMA funding approved, then the Grantee shall pay the costs that are in excess of the approved budget.

The approved budget for this Grant Award by category is

		Federal		Non-Federal		Total
Personnel	\$	73,078.61	\$	25,199.54	\$	98,278.15
Fringe Benefit	\$	37,591.69	\$	12,530.16	\$	50,121.85
Travel	\$	7,200.00	\$	2,400.00	\$	9,600.00
Equipment	\$	-	\$	-	\$	-
Supplies	\$	1,875.00	\$	625.00	\$	2,500.00
Contractual	\$	-	\$	-	\$	-
Construction	\$	-	\$	-	\$	-
Other	\$	3,444,667.20	\$	1,147,382.80	\$	4,592,050.00
TOTAL DIRECT	\$	3,564,412.50	\$	1,188,137.50	\$	4,752,550.00
Indirect Charges	\$	-	\$	-	\$	-
TOTAL BUDGET	\$	3,564,412.50	\$	1,188,137.50	\$	4,752,550.00

The Grantee shall follow regulations found in Title 44 Code of Federal Regulations (CFR) Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, Office of Management and Budget Circulars A-102 and A-87, and program guidance to implement this Grant Agreement.

ARTICLE V. COST SHARE

The cost-share requirement for this award is 75 % Federal and 25% non-Federal. Small, impoverished communities may receive a Federal cost-share of up to 90% of the total cost to implement eligible PDM activities. The cost-share for this program is governed by 42 USC 5133, Section 203(h), of the Stafford Act.

- a. The approved budget for state and/or non-small, impoverished communities: Federal funds of \$0 (75 %) and non-Federal funds of \$0 (25 %) for a total approved amount of \$0.

PRE-DISASTER MITIGATION PROGRAM GRANT AGREEMENT
ARTICLES

b. The following small, impoverished communities have been approved for cost share less than the required 25 % non-Federal:

No small, impoverished communities are included in this Award Package.

c. The total approved budget of Federal funds is \$3,564,412.50 and non-Federal funds are \$1,188,137.50 for a total approved amount of \$4,752,550.00, which includes the combination of a. and b. above.

ARTICLE VI. FEMA OFFICIALS

FEMA officials are as follows:

The Project Officer shall be an official at the FEMA Regional Office who will be responsible for the monitoring of the activities as described in the application.

The Project Officer is: Brandon Sweeza - 425-487-2022

The Assistance Officer is the FEMA official who has full authority to negotiate, administer and execute all business matters of this Grant Agreement.

The Assistance Officer is: Rob little - 425-487-4583

ARTICLE VII. TERMS AND CONDITIONS

The specific terms and conditions of this agreement are as follows:
ASSURANCE COMPLIANCE:

- The certifications signed by the Grantee in the application relating to maintenance of a Drug- Free Workplace (44 CFR Part 17, Subpart F) and New Restrictions on Lobbying (44 CFR Part 18) apply to this grant agreement and are incorporated by reference.
- Prohibition on Using Federal Funds.
 - The recipient understands and agrees that it cannot use any Federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.
 - Compliance with Program Guidance.
 - The recipient agrees that all use of funds under this Grant Agreement will be in accordance with the Unified Hazard Mitigation Assistance Guidance at the time of the application.

PRE-DISASTER MITIGATION PROGRAM GRANT AGREEMENT
ARTICLES

BUDGET REVISIONS:

- The Grantee shall follow prior approval requirements for budget revisions found in 44 CFR 13.30.
- Transfer of funds between total direct cost categories in the approved budget shall receive the prior approval of FEMA when such cumulative transfers among those direct cost categories exceed ten percent (10%) of the total budget.
- If a Grantee estimates that it will have obligated funds remaining after the end of the performance period, the Grantee must report this to the FEMA Regional Office at the earliest possible time and ask for disposition instructions.
- Acceptance of Post Award Changes
 - In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent drawdown of additional funds will indicate recipient acceptance of the changes to the award.

CLOSEOUT:

- Reports Submission: Per 44 CFR 13.50, when the appropriate grant award performance period expires, the Grantee shall submit the following documents within 90 days: (1) a final Financial Report; (2) final program performance report; (3) an inventory of equipment purchased under each grant's funds; (4) an inventory of Federally-owned property; and (5) other required documents specified by program regulation.
- Report Acceptance: FEMA shall review the Grantee reports, perform the necessary financial reconciliation, negotiate necessary adjustments between the Grantee and FEMA's records, and close out the grant in writing.
- Record Retention: Records shall be retained for 3 years (except in certain rare circumstances described in 44 CFR 13.42) from the date the final financial status report is submitted to FEMA in compliance with 44 CFR 13.42.

CONSTRUCTION PROJECT REQUIREMENTS:

- Acceptance of Federal funding requires FEMA, the Grantee and any Subgrantees to comply with all Federal, state and local laws prior to the start of any construction activity. Failure to obtain all appropriate Federal, state and local environmental permits and clearances may jeopardize Federal funding.
- Any change to the approved scope of work will require re-evaluation by FEMA for Grantee and Subgrantee compliance with the National Environmental Policy Act and other laws and Executive Orders.

PRE-DISASTER MITIGATION PROGRAM GRANT AGREEMENT
ARTICLES

- If ground disturbing activities occur during construction, the Grantee and any Subgrantees must ensure monitoring of ground disturbance and, if any potential archeological resources are discovered, the Subgrantee will immediately cease construction in that area and notify the Grantee and FEMA.

COSTSHARE:

- The Grantee shall follow cost-sharing requirements mandated by program guidance, statute or regulation and in compliance with 44 CFR 13.24.
- Cost-share funding shall be available with the approval of each grant. Period of Performance extensions shall not be approved for delays caused by lack of cost-share funding.

ENFORCEMENT:

- FEMA enforcement remedies shall be processed as specified in 44 CFR 13.43, Enforcement when the Terms and Conditions of this Grant Agreement are not met.

PROPERTY/EQUIPMENT/SUPPLIES:

- The Grantee must comply with the regulations listed in 44 CFR 13.32, Equipment, 44 CFR 13.33 Supplies, and 44 CFR 13.36 Procurement, and must be in compliance with state laws and procedures.
- Tangible Personal Property Reports (SF 428) and Real Property Status Reports (SF 429) are required during and after this award for equipment and property acquired, in whole or in part, with federal funds provided by this award.
 - *Equipment* means tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. A grantee may use its own definition of equipment provide that such definition would at least include all the equipment defined above.
 - *Real property* means land, including land improvements, structures and appurtenances thereto, excluding movable machinery and equipment

FUNDS TRANSFER:

- No transfer of funds to agencies other than those identified in the approved Grant Agreement shall be made without prior approval of FEMA.

INSURANCE:

- In compliance with Public Law 103-325, Title V National Flood Insurance Reform Act of 1973, section 582 requires that any person receiving Federal assistance for the repair,

PRE-DISASTER MITIGATION PROGRAM GRANT AGREEMENT
ARTICLES

replacement, or restoration for damage to any personal or residential property at any time must maintain flood insurance if the property is located in a Special Flood Hazard Area.

PAYMENT:

- The recipient shall be paid using FEMA's Payment and Reporting System (PARS).
- In accordance with 44 CFR 13.21 (c), the recipient is required to maintain procedures to minimize the time elapsing between the transfer and subsequent disbursement of funds. In order to request funds using the FEMA PARS, the recipient must maintain or demonstrate a willingness and ability to maintain procedures to minimize the time elapsing between the transfer of funds from DHS-FEMA and subsequent disbursement. Remedies for non-compliance include but are not limited to a temporary hold on recipient's PARS account or revocation of recipient's PARS account.
- Recipients are required to maintain documentation supporting each electronic payment request and subsequent electronic funds transfer (PARS payment request). Remedies for non-compliance include but are not limited to a temporary hold on recipient's PARS account or revocation of recipient's PARS account.
- Upon request by the DHS-FEMA, recipients are required to make available documentation supporting electronic payment requests and subsequent electronic funds transfers (PARS payment requests).
- Subgrantees must comply with the same payment requirement as the Grantee and must comply with the requirements specified in the grantee's subgrant Agreement.

INTEREST

- Interest earned on advances (funds drawn down in excess of immediate need or not disbursed in accordance with recipient's procedures to minimize the time elapsing between transfer and disbursement) will be handled in compliance with 44 CFR Part 13.21(i).

DUPLICATION OF PROGRAMS:

- FEMA will not provide assistance under its programs for activities that FEMA determines another Federal program has a more specific or primary authority to provide. FEMA also will not provide assistance for the applicant or sub-applicant's legal obligations. FEMA may disallow or recoup amounts that duplicate other authorities.

DUPLICATION OF BENEFITS:

- Hazard Mitigation Assistance (HMA) funds cannot duplicate or be duplicated by funds received by or available to Applicants, sub-applicants, or project or planning participants from other sources for the same purpose, such as benefits received from insurance claims, other assistance programs (including previous project or planning grants and subgrants from

PRE-DISASTER MITIGATION PROGRAM GRANT AGREEMENT
ARTICLES

HMA programs), legal awards, or other benefits associated with properties or damage that are or could be subject of litigation.

- Because the availability of other sources of mitigation grant or loan assistance is subject to available information and the means of each individual applicant, HMA does not require proof that other assistance (not including insurance) has been sought. However, it is the responsibility of the property owner to report other benefits received, any applications for other assistance, the availability of insurance proceeds, or the potential for other compensation, such as from pending legal claims for damages, relating to the property. Amounts of other grants, loans or other assistance designated for the same purpose as HMA funds, if received, may be used to reduce the non-Federal cost-share.
- Where the property owner has an insurance policy covering any loss to the property which relates to the proposed HMA project, the means are available for receiving compensation for a loss or, in the case of increased cost of compliance (ICC), assistance toward a mitigation project. FEMA will generally require that the property owner file a claim prior to the receipt of HMA funds.

NON DISCRIMINATION:

- The program must be administered in an equitable and impartial manner, without discrimination on the grounds of race, color, religion, nationality, sex, age, or economic status. The program complies with Title VI of the 1964 Civil Rights Act and other applicable laws. All applicants/Grantees must comply with Title VI, including State and local governments distributing Federal assistance.
- Applicants/Grantees and sub-applicants/subgrantees will ensure that no discrimination is practiced. Applicants must consider fairness, equity, and equal access when prioritizing and selecting project subapplications to submit with their application. Sub applicants and subgrantees must ensure fairness, equity and equal access when consulting and making offers of mitigation to property owners that benefit from mitigation activities.

CHANGES IN SCOPE OF WORK:

- Requests for changes to the scope of work (SOW) after award are permissible as long as they do not change the nature or total project cost of the activity, properties identified in the sub application, the feasibility and effectiveness of the project, or the benefit cost ratio.
- Requests must be supported by adequate justification from the applicant in order to be processed. The justification is a description of the proposed change, a written explanation of the reason or reasons for the change; an outline of remaining funds available to support the change; and a full description of the work necessary to complete the activity.
- All approvals will be at FEMA's discretion, and there is no guarantee that SOW changes will be approved.

PERFORMANCE PERIODS:

- All grant award activities, including all projects and/or activities approved under each

PRE-DISASTER MITIGATION PROGRAM GRANT AGREEMENT
ARTICLES

subgrant award, shall be completed within the time period prescribed and authorized on the obligating documents.

- All costs must be incurred within the approved performance period or be approved pre-award costs.

EXTENSIONS:

- Requests for time extensions to the performance period are not automatically approved and must be supported by adequate written justification.
- The written justification shall include:
 - Reason for the delay
 - Current status of the activity/activities
 - Approved performance period end date and requested new end date
 - Remaining available funds, both federal and non-federal
 - Budget outlining how remaining available funds will be expended to support the extended performance period
 - A plan for completing remaining work including milestones and the time frame for each milestone
 - The person responsible for implementing the plan for completion and certification by the authorized representative the activity/activities will be completed within the extended period without modification to the original Statement of Work.
- Requests must be submitted at least sixty (60) days prior to the end of the performance period.
- Requests not received at least sixty days prior to the end of the performance period will not be considered.
- Requests for a time extension will not be considered unless performance and financial reports are current.

RECOUPMENT OF FUNDS:

- FEMA will recoup mitigation planning grant funds for grants that do not meet the deliverable criteria of an adopted, FEMA-approved mitigation plan by the end of the performance period.

RECOVERY OF FUNDS:

- The Grantee will process the recovery of assistance paid to subgrantees processed through error, misrepresentation, or fraud or if funds are spent inappropriately. Recovered funds shall be submitted to FEMA as soon as the funds are collected, but no later than 90 days from the expiration date of the appropriate grant award agreement.
- All fraud identifications will be reported to the FEMA Inspector General's office. The Grantee agrees to cooperate with investigation conducted by the FEMA Inspector General's office.

REFUND, REBATE, CREDITS:

PRE-DISASTER MITIGATION PROGRAM GRANT AGREEMENT
ARTICLES

- The Grantee shall transfer to FEMA the appropriate share, based on the Federal support percentage, of any refund, rebate, credit or other amounts arising from the performance of this agreement, along with accrued interest, if any.
- The Grantee shall take necessary action to effect prompt collection of all monies due or which may become due and to cooperate with FEMA in any claim or suit in connection with amounts due.

REPORTS:

- Federal Financial Reports (SF-425) - Required Quarterly.
 - The recipient shall submit the Federal Financial Report (FFR, SF-425) within 30 days of the end of the first Federal quarter following the initial Grant Agreement. The recipient shall submit quarterly FFRs thereafter until the grant ends. Reports are due on January 30, April 30, July 30, and October 30. A report must be submitted for every quarter of the period of performance, including partial calendar quarters, as well as for periods where no grant activity occurs. Future awards and fund drawdowns may be withheld if these reports are delinquent. The final FFR is due 90 days after the end date of the performance period.
- Performance Report:
 - The Grantee shall submit performance reports to the FEMA Regional Office within 30 days after end of each quarter. The report shall consist of a comparison of actual accomplishment to the approved activity objectives. The Regional Administrator may waive the initial report. The Grantee shall submit quarterly performance reports thereafter until the grant ends. Reports are due January 30, April 30, July 30, and October 30. Quarterly performance report shall report the name, completion status, expenditure, and payment-to-date of each approved activity/sub-grant award under the Grant Award.

Final Reports:

- The Grantee shall submit a final FFR and Performance Report 90 days after the end date of the performance period.

TERMINATION:

- The Grantee, subgrantee, or FEMA may terminate grant award agreements by giving written notice to the other party at least seven (7) calendar days prior to the effective date of the termination. All notices are to be transmitted via registered or certified mail, return receipt requested. The Grantee's authority to incur new costs will be terminated upon the date of receipt of the notice or the date set forth in the notice. Any costs incurred up to the earlier of the date of the receipt of the notice or the date of termination set forth in the notice will be negotiated for final payment. Close out of the Grant Agreement will be commenced and processed as prescribed under Article VII.3.

PRE-DISASTER MITIGATION PROGRAM GRANT AGREEMENT
ARTICLES

ARTICLE VIII. GOVERNING PROVISIONS

- In accordance with Homeland Security Presidential Directive 5, Management of Domestic Incidents, the adoption of the National Incident Management System (NIMS) is a requirement to receive Federal assistance, through grants, contracts, and other activities. The NIMS provides a consistent nationwide template to enable all levels of government, tribal nations, nongovernmental organizations, and private sector partners to work together to prevent against, respond to, recover from, and mitigate the effect of incidents, regardless of cause, size, location, or complexity.
- The Grantee and any sub-grantees shall comply with all applicable laws and regulations.
- Commonly Applicable Statutes and Regulations
 - Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
 - Sections 1361(A) (42 USC 4104c), of the National Flood Insurance Act of 1968 (42 U.S.C. 4001, et seq. - "NFIA" or "the Act"), as amended by the National Flood Insurance Reform Act of 1994 (NFIRA), Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
 - Title 44 of the Code of Federal Regulations (CFR) o
 - 44 CFR Part 79-Flood Mitigation Grants
 - 44 CFR Part 50-Property Acquisition and Relocation for Open Space
 - 44 CFR Part 9-Floodplain Management and Protection of Wetlands 44 CFR Part 10-

Environmental Considerations

- 44 CFR Part 13-Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments 31 CFR Part 205-Rules and Procedures for Efficient Federal-State Funds Transfers The Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, 42 U.S.C. §§ 5121-5206 (Stafford Act)
- Consolidated Security, Disaster Assistance and Continuing Appropriations Act of 2009 Public Law 110-329
- National Environmental Policy Act
- National Historic Preservation Act
- Endangered Species Act
- Clean Water Act
- Executive Orders on Floodplains (1988), Wetlands (1990) and environmental Justice (12898).
- Title 44 of the Code of Federal Regulations (CFR) Parts 13, 59, and 60, 31 CFR 205.6, Funding Techniques

ARTICLE IX. ADDITIONAL REQUIREMENTS

As a sub awarding or pass-through entity, the OMD-OEM shall:

PRE-DISASTER MITIGATION PROGRAM GRANT AGREEMENT
ARTICLES

- a. Ensure every participant/homeowner certification:
 - 1. Considers program income.
 - 2. Details non-Federal participation by type (cash, in-kind or third party donation).
- b. Ensure every participant/homeowner transmits a complete and signed standardized certification.
- c. Ensure every Deschutes County request for payment to OMD-OEM includes the following documents:
 - i. Contractor invoices with costs detailed by Best Management Practice(s).
 - ii. Documentation of program income (bills of sale for salvaged timber).
 - iii. Participant/homeowner in-kind/third party donation tracking sheet/certifications.
 - iv. Documentation to support Deschutes County Personnel, Fringe Benefits, Travel and other costs.
- d. Ensure Deschutes County includes a final summary sheet of in-kind contributions and third party donations at closeout.
- e. Ensure Deschutes County validates project intake, completes work and conducts final compliance reviews and/or inspections.
- f. Ensure Deschutes County performs only eligible work activities within the FEMA-approved EHP footprint areas and all conditions as stipulated by the county-by-county environmental assessment process and the approved Finding of No Significant Impact documents for Crook, Klamath and Deschutes Counties..
- g. Ensure Deschutes County management and administrative costs do not exceed the program cap, inclusive of any management and administrative costs reimbursed to Crook and Klamath Counties (excludes project management costs).
- h. Ensure the agreement with the Oregon Department of Forestry contains:
 - i. The clauses required by regulation.
 - ii. Provides details and specifications sufficient to evaluate programmatic monitoring of the wildfire mitigation project and ensure validation of work.
- i. Maintain a contract administration system which ensures the Oregon Department of Forestry performs in accordance with the terms, conditions, and specifications of the agreement for services.
- j. Ensure Oregon Department of Forestry request for payment to OMD-OEM includes documentation to support Oregon Department of Forestry Personnel, Fringe Benefits, Travel and other costs.

PRE-DISASTER MITIGATION PROGRAM GRANT AGREEMENT
ARTICLES

ARTICLE X. SPECIAL CONDITIONS

- 1) This amendment contains a **SPECIAL CONDITION**. The special condition is hereby applied to the Oregon Office of Emergency Management's PDMC sub-award, #PDMC-PJ-10-OR-2010-001, Deschutes County. By this action, FEMA Region 10 shall withhold (in the PARS) all Federal Funds in the amount of \$3,000,000.00.

In order to have this Special Condition removed, the Oregon Office of Emergency Management demonstrate compliance with Agreement Article IX (a. through g.) through periodic transmittal of payment requests for this subaward, including all supporting documentation, to the FEMA Grants Management Specialist for review and release of funds in the PARS on or before 5:00 p.m. Pacific Standard Time, March 31, 2016.

- 2) This special condition is hereby applied to the Oregon Office of Emergency Management's PDMC sub-award, #PDMC-PJ-10-OR-2010-001, Deschutes County. By this action, FEMA Region 10 shall withhold (in the PARS) all Federal Funds in the amount of \$3,000,000.00.

In order to have this Special Condition removed, the Oregon Office of Emergency Management shall transmit to FEMA Grants Management Specialist the ***Cost Share Tracking and Subrecipient Monitoring Plan Memorandum to the Grant File*** on or before 5:00 p.m. Pacific Daylight Time, December 31, 2015.

- 3) This special condition is hereby applied to the Oregon Office of Emergency Management's PDMC Management Cost sub-award, #PDMC-PJ-10-OR-2010-005. By this action, FEMA Region 10 shall withhold (in the PARS) all Federal Funds in the amount of \$300,000.00.

In order to have this Special Condition removed, the Oregon Office of Emergency Management shall transmit to FEMA Grants Management Specialist a Budget Detail of the approved and funded management and administrative costs on or before 5:00 p.m. Pacific Daylight Time, December 31, 2015.

PRE-DISASTER MITIGATION COMPETITIVE GRANT PROGRAM (PDMC)

FY2010 GRANT – EMS-2013-PC-0001, AMENDMENT 01

15b:

1. This constitutes an amendment to the award of federal funds approved under the Pre-disaster Mitigation Competitive grant program number EMS-2013-PC-0001. The performance period of this grant begins on October 1, 2013 and is amended to end on September 30, 2018.
2. This amendment approves funding and performance period for the following subaward:

<u>Subaward Number</u>	<u>Subrecipient</u>	<u>Performance period</u>
PDMC-PJ-10-OR-2010-001	Deschutes County	10/01/15 to 09/30/18
PDMC-MC-10-OR-2010-005	OMD-OEM	10/01/15 to 09/30/18

3. To receive consideration, written requests to extend the performance period for the grant or any approved subaward must be received at DHS-FEMA Region X at least sixty (60) days prior to the end of the performance period identified in this document and conform to the requirements of the Pre-disaster Mitigation Grant Agreement Articles.
4. Required Financial (SF 425) and Performance Progress Reports (SF PPR) and hard copy correspondence shall be mailed to:

Rob Little, Grants Management Specialist
DHS-FEMA Region X
130 228th Street SW
Bothell, WA 98021-9796

Or emailed to: Robert.little2@fema.dhs.gov

5. In awarding contracts and agreements (including sub-awards) with Federal funds received under this award, the OMD-OEM shall ensure agreements include the provisions required by Federal statute and executive orders and their implementing regulations (44 CFR 13.36).
6. Federal Funding Accountability and Transparency Act requirements:

In accordance with 2 CFR §170.330 Appendix A, each action that subawards (does not include contracts) any of the funds received under this award to another entity in the amount of \$25,000 or more must be reported. Federal funds designated as Recovery funds defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 are excluded from the reporting requirement.

Each subaward action must be reported to <http://www.fsrs.gov> no later than the end of the month following the month in which the subaward was funded.

PRE-DISASTER MITIGATION COMPETITIVE GRANT PROGRAM (PDMC)
FY2010 GRANT – EMS-2013-PC-0001, AMENDMENT 01

7. For subawards authorized to purchase property and equipment, Tangible Personal Property Reports (SF 428) and Real Property Status Reports (SF 429) are required during and after this award for equipment and property acquired, in whole or in part, with federal funds provided by this award.

Equipment means tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. A grantee may use its own definition of equipment provide that such definition would at least include all the equipment defined above.

Real property means land, including land improvements, structures and appurtenances thereto, excluding movable machinery and equipment

8. As a sub awarding or pass-through entity, the OMD-OEM shall:
- Ensure the subaward agreement with the subrecipient includes the clauses required by Federal statute and executive orders and their implementing regulations
 - Ensure the subrecipient is aware of requirements imposed upon them by Federal statute and regulation
 - Ensure the subaward includes a provision for compliance with 44 CFR 13.42
 - Conform any advances of funds made to the subgrantee to the same standards of timing and amount that apply to the cash advances by Federal agencies
 - Manage the day-to-day operations of the subaward support activities
 - Monitor subaward activities to assure compliance with applicable federal requirements and that subaward performance goals are being achieved
9. **ADDITIONAL REQUIREMENTS:** As a sub awarding or pass-through entity, the OMD-OEM shall:
- Ensure every participant/homeowner certification:
 - Considers program income.
 - Details non-Federal participation by type (cash, in-kind or third party donation).
 - Ensure every participant/homeowner transmits a complete and signed standardized certification.
 - Ensure every Deschutes County request for payment to OMD-OEM includes the following documents:
 - Contractor invoices with costs detailed by Best Management Practice(s).
 - Documentation of program income (bills of sale for salvaged timber).

PRE-DISASTER MITIGATION COMPETITIVE GRANT PROGRAM (PDMC)

FY2010 GRANT – EMS-2013-PC-0001, AMENDMENT 01

- iii. Participant/homeowner in-kind/third party donation tracking sheet/certifications.
 - iv. Documentation to support Deschutes County Personnel, Fringe Benefits, Travel and other costs.
- d. Ensure Deschutes County includes a final summary sheet of in-kind contributions and third party donations at closeout.
- e. Ensure Deschutes County validates project intake, completes work and conducts final compliance reviews and/or inspections.
- f. Ensure Deschutes County performs only eligible work activities within the FEMA-approved EHP footprint areas and all conditions as stipulated by the county-by-county environmental assessment process and the approved Finding of No Significant Impact documents for Crook, Klamath and Deschutes Counties.
- g. Ensure Deschutes County management and administrative costs do not exceed the program cap, inclusive of any management and administrative costs reimbursed to Crook and Klamath Counties (excludes project management costs).
- h. Ensure the agreement with the Oregon Department of Forestry contains:
 - i. The clauses required by regulation.
 - ii. Provides details and specifications sufficient to evaluate programmatic monitoring of the wildfire mitigation project and ensure validation of work.
- i. Maintain a contract administration system which ensures the Oregon Department of Forestry performs in accordance with the terms, conditions, and specifications of the agreement for services.
- j. Ensure Oregon Department of Forestry request for payment to OMD-OEM includes documentation to support Oregon Department of Forestry Personnel, Fringe Benefits, Travel and other costs.

10. This amendment contains three (3) **SPECIAL CONDITIONS**

- a. The special condition is hereby applied to the Oregon Office of Emergency Management's PDMC sub-award to Deschutes County, #PDMC-PJ-10-OR-2010-001. By this action, FEMA Region 10 shall withhold (in the PARS) all Federal Funds in the amount of \$3,000,000.

In order to have this Special Condition removed, the Oregon Office of Emergency Management must demonstrate compliance with Agreement Article IX (a.

through g.) through periodic transmittal of payment requests for this subaward, including all supporting documentation, to the FEMA Grants Management Specialist for review and release of funds in the PARS on or before 5:00 p.m. Pacific Daylight Time, March 31, 2016.

- b. This special condition is hereby applied to the Oregon Office of Emergency Management's PDMC sub-award to Deschutes County, #PDMC-PJ-10-OR-2010-001. By this action, FEMA Region 10 shall withhold (in the PARS) all Federal Funds in the amount of \$3,000,000.00.

In order to have this Special Condition removed, the Oregon Office of Emergency Management shall transmit to the FEMA Grants Management Specialist the ***Cost Share Tracking and Subrecipient Monitoring Plan Memorandum to the Grant File*** on or before 5:00 p.m. Pacific Standard Time, December 31, 2015.

- c. This special condition is hereby applied to the Oregon Office of Emergency Management's PDMC Management Cost sub-award, #PDMC-PJ-10-OR-2010-005. By this action, FEMA Region 10 shall withhold (in the PARS) all Federal Funds in the amount of \$300,000.00.

In order to have this Special Condition removed, the Oregon Office of Emergency Management shall transmit to FEMA Grants Management Specialist a Budget Detail of the approved and funded management and administrative costs on or before 5:00 p.m. Pacific Daylight Time, December 31, 2015.

11. The *Pre-disaster Mitigation Standard Administrative Provisions*, the *Grant Agreement Articles*, the *Record of Environmental Consideration*, the *DHS - Standard Terms & Conditions*, and the aforementioned terms and conditions accompanying this FEMA-Form 76-10A are incorporated into the binding agreement for this award and any sub-award. All provisions contained therein must be followed.

PRE-DISASTER MITIGATION COMPETITIVE GRANT PROGRAM (PDMC)

FY2010 GRANT – EMS-2013-PC-0001, AMENDMENT 01

Approved subawards under EMS-2013-PC-0001

Amend	Subaward #	Subrecipient/ Project	Performance period	Federal Share	Non-federal Share	Total Project Cost
00	PDMC-PJ- 10-OR-201 0-004	Harney Electric Cooperative / Communicatio n Site Mitigation	10/01/2013 To 09/30/2015	\$264,412.50	\$88,137.50	\$352,550.00
01	PDMC-PJ- 10-OR- 2010-001	Deschutes County/ Central Oregon Wildfire Mitigation	10/01/2015 To 09/30/2018	\$3,000,000.00	\$1,000,000.00	\$4,000,000.00
01	PDMC-MC- 10-OR- 2010-005	OMD-OEM/ Central Oregon Wildfire Mitigation Management Cost	10/01/2015 To 09/30/2018	\$300,000.00	\$100,000.00	\$400,000.00

FEDERAL EMERGENCY MANAGEMENT AGENCY OBLIGATING DOCUMENT FOR AWARD/AMENDMENT					O.M.B. NO. 3067-0206 <i>Expires February 29, 2004</i>	
1. AGREEMENT NO. EMS-2013-PC-0001	2. AMENDMENT NO. 1	3. RECIPIENT NO. 93-6001775	4. TYPE OF ACTION <input checked="" type="checkbox"/> GRANT <input type="checkbox"/> AWARD <input type="checkbox"/> CA <input checked="" type="checkbox"/> AMENDMENT		5. CONTROL NO. S451967NPC13, S452001NPC15	
6. RECIPIENT NAME AND ADDRESS Oregon Emergency Management PO Box 14370 Salem, OR 97309-5062		7. ISSUING FEMA OFFICE AND ADDRESS FEMA Region X 130 228th Street, SW Bellevue, WA 98021-9796		8. PAYMENT OFFICE AND ADDRESS SAME AS 7		
9. NAME OF RECIPIENT PROJECT OFFICER Clint Fella		PHONE NO. 503-378-2911	10. NAME OF FEMA PROJECT OFFICER Brandon Sweeza		PHONE NO. 425-487-2022	
11. EFFECTIVE DATE OF THIS ACTION 09/21/2015	12. METHOD OF PAYMENT <input type="checkbox"/> HHS, SMARTLINK <input type="checkbox"/> SF 270 <input checked="" type="checkbox"/> OTHER		13. ASSISTANCE ARRANGEMENT <input type="checkbox"/> COST REIMBURSEMENT <input checked="" type="checkbox"/> COST SHARING <input type="checkbox"/> OTHER		14. PERFORMANCE PERIOD From: 10/01/2013 To: 09/30/2018 BUDGET PERIOD From: 10/01/2013 To: 09/30/2018	
15. DESCRIPTION OF ACTION a. (Indicate funding data for awards or financial changes)						
PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXX-XXXX-XXXX-XXXX	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + or (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
PDMC PDMC	97.047	2013-69-K112-R102-4101-D 2015-69-K112-R102-4101-D	\$264,412.50 \$0.00	\$0.00 \$3,300,000.00	\$264,412.50 \$3,300,000.00	\$88,137.50 \$1,100,000.00
TOTALS ▶			\$264,412.50	\$3,300,000.00	\$3,564,412.50	\$1,188,137.50
b. To describe changes other than funding data or financial changes, attach schedule and check here <input type="checkbox"/>						
16a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO FEMA (See Block 7 for address)						
16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN This assistance is subject to the terms and conditions attached to this award notice or incorporated by reference in program legislation or regulation cited above.						
17. RECIPIENT SIGNATORY OFFICIAL (Name and Title) Dennis Sigrist - GRANTEE					DATE 09/22/2015	
18. FEMA SIGNATORY OFFICIAL (Name and Title) ROBERT LITTLE - Assistance Officer					DATE 09/25/2015	

FEMA PDM Program

Project Site Documentation for Wildfire Fuels Reduction Projects

Site Information

Landowner Name (print): _____
Mailing Address: _____
Mailing City/State/Zip: _____
Property Address (or taxlot): _____ Size (acres) _____
Phone: _____ eMail: _____

Pre-Mitigation Assessment

Number of acres proposed for treatment: _____

☐ Provided photos of pre-mitigation conditions.

Type of Work Proposed	Site Characteristics Requiring Additional Protection
<input type="checkbox"/> Create defensible space: distance around structures (ft.): _____ number of structures: _____	<input type="checkbox"/> Stream
<input type="checkbox"/> Clear roof and gutters	<input type="checkbox"/> Lake
<input type="checkbox"/> Reduce fuels along driveway	<input type="checkbox"/> Wetland
<input type="checkbox"/> Ladder fuel reduction	<input type="checkbox"/> Sensitive bird site
<input type="checkbox"/> Other site work (explain below): _____	<input type="checkbox"/> T&E species
	<input type="checkbox"/> Other: _____
	<input type="checkbox"/> No Issues

Additional Details

Specific Site Characteristics: Provide a description of the existing site conditions in terms of fuels/vegetation, structures/improvements, and topography.

Protected Natural Resources: Use the area below to describe sensitive resources on or next to the property which require protection. Include water bodies, wetlands, wildlife sites, etc. by name or other identifiers.

Tree and Vegetation Retention/Vegetative Buffers: Describe the vegetative buffers and other trees/vegetation that will be retained during and after operations to prevent damage to any protected natural resources.

Practices

Describe the specific fuels treatment practices that will be utilized to protect the identified sensitive resources.

I certify that the above information provided in the Pre-Mitigation Assessment is true and correct:

Landowner Signature: _____ Date: _____

Subgrantee Rep.: _____ Signature: _____ Date: _____

Post-Mitigation Verification

- ☐ There were changes to the work proposed and/or site conditions and resource protections presented in the Pre-Mitigation Assessment? A description of these changes is attached or described below.
- ☐ Provided photos of post-mitigation site conditions.
- ☐ Entered into GIS database

I certify that the above information provided in the Post-Mitigation Verification is true and correct and that non-federal resources were used in performing the work described in the match valuation above:

Landowner Signature: _____ Date: _____

Subgrantee Rep.: _____ Signature: _____ Date: _____



FEMA

FINDING OF NO SIGNIFICANT IMPACT
Central Oregon Wildfire Mitigation Project – Deschutes County
FEMA-PDMC-PJ-10-OR-2010-001

Deschutes County, Oregon has applied for fiscal year 2010 funding under the U.S. Department of Homeland Security's Federal Emergency Management Agency (FEMA) Pre-Disaster Mitigation (PDM) grant program for a wildfire hazard mitigation project. The Central Oregon Wildfire Mitigation Project includes vegetative fuels reduction activities primarily around residential structures in the following target communities: Black Butte Ranch, Central Oregon Irrigation District (COID) Brookwood, DBLT Whychus Creek/Squaw Creek Estates, Deschutes River Woods, DRRH6, Lane Knolls, Panoramic Estates, Skyliners, TNC Stevens Canyon, and Tollgate. These communities are in the Wildland-Urban Interface and are determined to be at high to extreme risk from wildfire hazards. This grant program is administered by FEMA, through Oregon Emergency Management, to fund pre-disaster mitigation planning and projects that primarily address natural hazards, such as wildfires.

The project areas comprise approximately 6,834 acres with 4,242 lots. The Proposed Action would reduce fuels through vegetation removal and creation of defensible spaces on about 1,200 acres distributed within the target communities. Project activities would occur in the project area on properties that were developed prior to the County's existing wildfire safety land development codes. Although the focus of defensible space activities will be around residential structures, work may also occur in common areas within the target neighborhoods using the same vegetation removal methodology. Furthermore, treatment activities in Brookwood also include creating defensible space along a portion of the COID's irrigation pipe, considered critical infrastructure. The Proposed Action consists of the following components which will be implemented by Deschutes County in coordination with local fire departments or emergency service providers, utilities, neighborhood homeowners associations, and participating property owners:

- Plan, supervise, manage, and administer project activities and funding.
- Develop and adopt program criteria, policies, and operating guidelines.
- Communicate project readiness to property owners and compile a working inventory of participants.
- Conduct assessments of participating properties, determine appropriate treatment strategies, establish buffers for avoidance areas, and convey work restrictions.
- Hire contractors or use County staff to implement treatment measures where participating property owners need assistance, and to haul and dispose of curbside vegetative debris.
- Inspect treated properties for compliance.
- Administer grant funds, manage matching contributions, and authorize and monitor expenditures.
- Monitor and evaluate program effectiveness and adjust if needed to achieve treatment goals.
- Prepare and submit status reports and communicate project results to OEM.
- Explore ways to make the program self-sustaining over the long term.

Finding of No Significant Impact

Deschutes County

Page 2 of 3

The defensible space would be created consistent with Firewise Program guidelines; sponsored by the U.S. Forest Service, U.S. Department of the Interior, and National Association of State Foresters; which include the following:

- Create a defensible space zone with at least a 30-foot radius around a structure's foundation as a primary fuel break. The radius may be expanded to provide additional defensible space around structures on steep slopes.
- Plant grass and small islands of fire-resistant plants in the defensible space.
- Trim trees in the defensible space so the lowest branches are 6 to 10 feet above the ground.
- Space plants in the defensible space so the plants or plant canopies do not touch; use wider spacing along slopes.
- Plant fire- or drought-resistant plants in the defensible space.
- Do not remove all vegetation in the defensible space because doing so can increase soil erosion, especially on sloped areas, which are found in much of the project area.

These guidelines will be augmented by the County's fuels reduction requirements, intended to mirror the Oregon Forestland-Urban Interface Fire Protection Act of 1997 (Senate Bill 360) standards. The requirements also describe a secondary fuel break which would extend 20 to 70 feet depending on the risk classification and the type of roofing on the structure.

Examples of the types of vegetation to be treated are ponderosa pines (*Pinus ponderosa*), Douglas firs (*Pseudotsuga menziesii*), lodgepole pines (*Pinus contorta*), junipers (*Juniperus occidentalis*), sagebrush, bitterbrush, and invasive species. Ladder fuels and other biomass would be treated using chainsaws, clippers, brush mowers, and masticators. Vegetative debris would be chipped onsite or hauled away and disposed of at one of the Deschutes County transfer station and recycling centers in Bend, Black Butte Ranch (collection site), La Pine, Redmond, or Sisters. In DBLT Whychus Creek/Squaw Creek Estates and TNC Stevens Canyon, disposal may also include burning of slash.

Limited ground disturbance would occur during fuel-reduction activities. No work is planned in wetlands or water bodies. Per Oregon Department of Forestry (ODF) water protection rules, vegetation management activities would be restricted within riparian management areas between 10 to 100 feet from a stream's ordinary high water mark (OHWM) depending on the size of the stream and water classification. Riparian management area restrictions would include retaining understory vegetation within 10 feet of the OHWM, trees within 20 feet of the OHWM, all trees leaning over a channel, and all downed wood and snags.

The site assessment and treatment plan would be documented for each participating property using the checklist in the EA. It would also document compliance with the attached conditions and mitigation measures. Participating property owners may provide personal labor and/or materials and commit to maintain the property's defensible space once established for 5 years.

In accordance with the National Environmental Policy Act (NEPA) of 1969 and FEMA's implementing regulations, FEMA prepared an Environmental Assessment (EA) to identify and evaluate potential environmental effects resulting from the alternatives presented in the EA and to

Finding of No Significant Impact

Deschutes County

Page 3 of 4

determine whether to prepare an Environmental Impact Statement (EIS) or a Finding of No Significant Impact (FONSI). Alternatives evaluated in the EA include: 1) No Action, and 2) the Proposed Action to reduce wildfire damage risks through creation of defensible space and fuels reduction around residential properties. Alternative methods to reduce wildfire risks were considered but not carried forth and are described in the EA. The Draft EA was made available for public review and comment on December 19, 2014; no substantive comments were received following a 30 day comment period. The Proposed Action is the preferred alternative because the No Action alternative would not address the purpose and need stated in the EA and no other practical alternatives were identified.

FINDINGS

Based upon the PDM grant application, final EA, and Attachment A, and in accordance with 1) FEMA's regulations in 44 CFR Part 10 for environmental consideration, including Executive Orders (EOs) addressing floodplains (EO 11988), wetlands (EO 11990), and environmental justice (EO 12898); and 2) the Council of Environmental Quality's regulations in 40 CFR Chapter 5 for implementing NEPA, FEMA determined the proposed project will not significantly affect the quality of the natural and human environment. As a result of this FONSI, an EIS will not be prepared (44 CFR Part 10.8) and the project, as described in the grant application, attached EA, and following conditions may proceed.

APPROVAL



Mark G. Eberlein
Regional Environmental Officer
FEMA Region 10

3-9-2015

Date

Attachment A:

PERMITTING, PROJECT CONDITIONS, AND MITIGATION MEASURES

Deschutes County shall implement the Proposed Action as outlined above and comply with the following project conditions and mitigation measures:

- If vegetative debris is to be disposed of through burning slash piles onsite, appropriate notification to the pertinent fire department and adherence to their burn restrictions will be required.
- Fuels reduction activities must adhere to ODF riparian management area restrictions.
- Fuels reduction activities in wetlands in the target communities will be avoided. If wetlands cannot be avoided, additional analysis and approval by FEMA of proposed activities and the potentially affected wetland on the project site will be required prior to working in the wetland.
- Work is prohibited within 100 feet of the OHWM of the Deschutes River at DRRH6, COID Brookwood, and Deschutes River Woods. The purpose of this condition is to avoid potential impacts to Endangered Species Act-listed aquatic species.
- Clearing of the project area, including the removal of vegetation, during the migratory bird nesting period between April 15 and July 31, has the potential to impact active migratory bird nests. The proposed project is still subject to the prohibitions of the Migratory Bird Treaty Act which specifically protects migratory bird nests from possession, sale, purchase, barter, transport, import, export and take. The USFWS allows empty or abandoned nests to be removed and destroyed without a permit as long as they are not taken into possession. Please see: <http://www.fws.gov/migratorybirds/mbpermits/PoliciesHandbooks/MBPM-2.nest.PDF>. The applicant is responsible for obtaining and complying with any necessary permits from USFWS and documenting it on the project site assessment/treatment plan.
- Project activities would be prohibited between March 1 and July 31 in the Skyliners project area, to avoid potential disturbance of northern spotted owl nesting activity.
- To minimize the potential for impacts to known archeological resources within the target communities (see EA), the County will be required determine if a participating property has or is close to a known site. Site locations will be provided separately and characterized as avoidance areas, details of sites must remain confidential. Fuels reduction activities must be avoided within the perimeter of the recorded site location plus a 250 feet buffer.
- The County is responsible for selecting, implementing, monitoring, and maintaining Best Management Practices to minimize ground disturbance, control erosion and sedimentation, reduce spills and pollution, and provide habitat protection. To the maximum extent practicable, vegetation removal activities beyond the immediate defensible space around a structure that involve use of mechanized equipment should be conducted in dry soil conditions, be equipped with rubber tires, and equipment staged on existing roads or previously disturbed areas.
- In the event that potentially significant cultural resources are discovered during project activities, and in compliance with State and Federal laws protecting cultural resources, including Section 106 of the NHPA, work in the immediate vicinity will cease, the area will be secured, and the SHPO and FEMA will be notified.
- Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other laws and EOs, before implementation.



FEMA

FINDING OF NO SIGNIFICANT IMPACT
Central Oregon Wildfire Mitigation Project – Crook County
FEMA-PDMC-PJ-10-OR-2010-001

Crook County, Oregon has applied through Deschutes County, for fiscal year 2010 funding under the U.S. Department of Homeland Security's Federal Emergency Management Agency (FEMA) Pre-Disaster Mitigation (PDM) grant program for a wildfire hazard mitigation project. The Central Oregon Wildfire Mitigation Project will be managed by Deschutes County. Crook County plans vegetative fuels reduction activities primarily around residential structures in the following target communities: Prineville-Crook County Airport (Airport), Grizzly, Juniper Canyon, Marks Creek, Millican Road, Ochoco Reservoir, Powell Butte 1, and Powell Butte 2. These communities are in the Wildland-Urban Interface and are determined to be at high to extreme risk from wildfire hazards. This grant program is administered by FEMA, through Oregon Emergency Management, to fund pre-disaster mitigation planning and projects that primarily address natural hazards, such as wildfires.

The project areas comprise approximately 11,633 acres with 4,357 lots. The Proposed Action would reduce fuels through vegetation removal and creation of defensible spaces on about 1,200 acres distributed within the target communities. Project activities would occur in the project area on properties that were developed prior to the County's existing wildfire safety land development codes. The Proposed Action consists of the following components which will be implemented by Crook County through its *Fire Ready* program in coordination with local fire and rescue departments or other local emergency service providers and participating property owners:

- Plan, supervise, manage, and administer project activities and funding.
- Develop and adopt program criteria, policies, and operating guidelines.
- Communicate project readiness to property owners and compile a working inventory of participants.
- Conduct assessments of participating properties, determine appropriate treatment strategies, establish buffers for avoidance areas, and convey work restrictions.
- Hire contractors or use County staff to implement treatment measures where participating property owners need assistance, and to haul and dispose of curbside vegetative debris.
- Inspect treated properties for compliance.
- Administer grant funds, manage matching contributions, and authorize and monitor expenditures.
- Monitor and evaluate program effectiveness and adjust if needed to achieve treatment goals.
- Prepare and submit status reports and communicate project results to OEM.
- Explore ways to make the program self-sustaining over the long term.

Finding of No Significant Impact

Crook County

Page 2 of 4

The defensible space would be created consistent with Firewise Program guidelines; sponsored by the U.S. Forest Service, U.S. Department of the Interior, and National Association of State Foresters; which include the following:

- Create a defensible space zone with at least a 30-foot radius around a structure's foundation as a primary fuel break. The radius may be expanded to provide additional defensible space around structures on steep slopes.
- Plant grass and small islands of fire-resistant plants in the defensible space.
- Trim trees in the defensible space so the lowest branches are 6 to 10 feet above the ground.
- Space plants in the defensible space so the plants or plant canopies do not touch; use wider spacing along slopes.
- Plant fire- or drought-resistant plants in the defensible space.
- Do not remove all vegetation in the defensible space because doing so can increase soil erosion, especially on sloped areas, which are found in much of the project area.

These guidelines will be augmented by the County's fuels reduction requirements, intended to mirror the Oregon Forestland-Urban Interface Fire Protection Act of 1997 (Senate Bill 360) standards. The requirements also describe a secondary fuel break which would extend 20 to 70 feet depending on the risk classification and the type of roofing on the structure.

Examples of the types of vegetation to be treated are ponderosa pines (*Pinus ponderosa*), Douglas firs (*Pseudotsuga menziesii*), lodgepole pines (*Pinus contorta*), junipers (*Juniperus occidentalis*), sagebrush, bitterbrush, and invasive species. Ladder fuels and other biomass would be treated using chainsaws, clippers, brush mowers, and masticators. Vegetative debris would be chipped onsite, with some limited burning of piles, or hauled away and disposed of at the Crook County Transfer Station and Recycling Center in Prineville.

Limited ground disturbance would occur during fuel-reduction activities. No work is planned in wetlands or water bodies. Per Oregon Department of Forestry (ODF) water protection rules, vegetation management activities would be restricted within riparian management areas between 10 to 100 feet from a stream's ordinary high water mark (OHWM) depending on the size of the stream and water classification. Riparian management area restrictions would include retaining understory vegetation within 10 feet of the OHWM, trees within 20 feet of the OHWM, all trees leaning over a channel, and all downed wood and snags.

The site assessment and treatment plan would be documented for each participating property using the checklist in the EA. It would also document compliance with the attached conditions and mitigation measures. Participating property owners may provide personal labor and/or materials and commit to maintain the property's defensible space once established for 5 years.

In accordance with the National Environmental Policy Act (NEPA) of 1969 and FEMA's implementing regulations, FEMA prepared an Environmental Assessment (EA) to identify and evaluate potential environmental effects resulting from the alternatives presented in the EA and to

Finding of No Significant Impact

Crook County

Page 3 of 4

determine whether to prepare an Environmental Impact Statement (EIS) or a Finding of No Significant Impact (FONSI). Alternatives evaluated in the EA include: 1) No Action, and 2) the Proposed Action to reduce wildfire damage risks through creation of defensible space and fuels reduction around residential properties. Alternative methods to reduce wildfire risks were considered but not carried forth and are described in the EA. The Draft EA was made available for public review and comment on December 26, 2014; no substantive comments were received following a 30 day comment period. The Proposed Action is the preferred alternative because the No Action alternative would not address the purpose and need stated in the EA and no other practical alternatives were identified.

FINDINGS

Based upon the PDM grant application, final EA, and Attachment A, and in accordance with 1) FEMA's regulations in 44 CFR Part 10 for environmental consideration, including Executive Orders (EOs) addressing floodplains (EO 11988), wetlands (EO 11990), and environmental justice (EO 12898); and 2) the Council of Environmental Quality's regulations in 40 CFR Chapter 5 for implementing NEPA, FEMA determined the proposed project will not significantly affect the quality of the natural and human environment. As a result of this FONSI, an EIS will not be prepared (44 CFR Part 10.8) and the project, as described in the grant application, attached EA, and following conditions may proceed.

APPROVAL



Mark G. Eberlein
Regional Environmental Officer
FEMA Region 10

3-9-2015

Date

Finding of No Significant Impact

Crook County

Page 4 of 4

Attachment A:

PERMITTING, PROJECT CONDITIONS, AND MITIGATION MEASURES

Crook County shall implement the Proposed Action as outlined above and comply with the following project conditions and mitigation measures:

- If vegetative debris is to be disposed of through burning slash piles onsite, appropriate notification to and adherence to the Crook County Fire & Rescue's outdoor burning regulations will be required.
- Fuels reduction activities must adhere to ODF riparian management area restrictions.
- Fuels reduction activities in wetlands in the target communities will be avoided. If wetlands cannot be avoided, additional analysis and approval by FEMA of proposed activities and the potentially affected wetland on the project site will be required prior to working in the wetland.
- Clearing of the project area, including the removal of vegetation, during the migratory bird nesting period between April 15 and July 31, has the potential to impact active migratory bird nests. The proposed project is still subject to the prohibitions of the Migratory Bird Treaty Act which specifically protects migratory bird nests from possession, sale, purchase, barter, transport, import, export and take. The USFWS allows empty or abandoned nests to be removed and destroyed without a permit as long as they are not taken into possession. Please see: <http://www.fws.gov/migratorybirds/mbpermits/PoliciesHandbooks/MBPM-2.nest.PDF>. The applicant is responsible for obtaining and complying with any necessary permits from USFWS and documenting it on the project site assessment/treatment plan.
- For the Airport community work is prohibited during the golden eagle nesting period (January 15 to August 30), unless survey as described above, determined work during the nesting season would not result in disturbance or "take."
- To minimize the potential for impacts to known archeological resources within the target communities (see EA), the County will be required determine if a participating property has or is close to a known site. Site locations will be provided separately and characterized as avoidance areas, details of sites must remain confidential. Fuels reduction activities must be avoided within the perimeter of the recorded site location plus a 250 feet buffer.
- The County is responsible for selecting, implementing, monitoring, and maintaining Best Management Practices to minimize ground disturbance, control erosion and sedimentation, reduce spills and pollution, and provide habitat protection. To the maximum extent practicable, vegetation removal activities beyond the immediate defensible space around a structure that involve use of mechanized equipment should be conducted in dry soil conditions, be equipped with rubber tires, and equipment staged on existing roads or previously disturbed areas.
- In the event that potentially significant cultural resources are discovered during project activities, and in compliance with State and Federal laws protecting cultural resources, including Section 106 of the NHPA, work in the immediate vicinity will cease, the area will be secured, and the SHPO and FEMA will be notified.
- Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other laws and EOs, before implementation.



FEMA

FINDING OF NO SIGNIFICANT IMPACT
Central Oregon Wildfire Mitigation Project – Klamath County
FEMA-PDMC-PJ-10-OR-2010-001

Klamath County, Oregon has applied, through Deschutes County, for fiscal year 2010 funding under the U.S. Department of Homeland Security's Federal Emergency Management Agency (FEMA) Pre-Disaster Mitigation (PDM) grant program for a wildfire hazard mitigation project. The Central Oregon Wildfire Mitigation Project will be managed by Deschutes County. Klamath County plans vegetative fuels reduction activities primarily around residential structures in the following target communities: Bly Mountain, Chiloquin, Crescent Lake, Keno, and Scott Creek. These communities are in the Wildland-Urban Interface and are determined to be at high risk from wildfire hazards. This grant program is administered by FEMA, through Oregon Emergency Management, to fund pre-disaster mitigation planning and projects that primarily address natural hazards, such as wildfires.

The project areas comprise approximately 6,416 acres with 1,570 lots, and 670 structures. The Proposed Action would reduce fuels through vegetation removal and creation of defensible spaces on about 1,200 acres distributed within the target communities. Project activities would occur in the project area on properties that were developed prior to the County's existing wildfire safety land development codes. The Proposed Action consists of the following components which will be implemented by Klamath County in coordination with local fire departments and districts, and participating property owners:

- Plan, supervise, manage, and administer project activities and funding.
- Develop and adopt program criteria, policies, and operating guidelines.
- Communicate project readiness to property owners and compile a working inventory of participants.
- Conduct assessments of participating properties, determine appropriate treatment strategies, establish buffers for avoidance areas, and convey work restrictions.
- Hire contractors or use County staff to implement treatment measures where participating property owners need assistance.
- Inspect treated properties for compliance.
- Administer grant funds, manage matching contributions, and authorize and monitor expenditures.
- Monitor and evaluate program effectiveness and adjust if needed to achieve treatment goals.
- Prepare and submit status reports and communicate project results to OEM.
- Explore ways to make the program self-sustaining over the long term.

Finding of No Significant Impact

Klamath County

Page 2 of 5

The defensible space would be created consistent with Firewise Program guidelines; sponsored by the U.S. Forest Service, U.S. Department of the Interior, and National Association of State Foresters; which include the following:

- Create a defensible space zone with at least a 30-foot radius around a structure's foundation as a primary fuel break. The radius may be expanded to provide additional defensible space around structures on steep slopes.
- Plant grass and small islands of fire-resistant plants in the defensible space.
- Trim trees in the defensible space so the lowest branches are 6 to 10 feet above the ground.
- Space plants in the defensible space so the plants or plant canopies do not touch; use wider spacing along slopes.
- Plant fire- or drought-resistant plants in the defensible space.
- Do not remove all vegetation in the defensible space because doing so can increase soil erosion, especially on sloped areas, which are found in much of the project area.

These guidelines will be augmented by the County's fuels reduction requirements, intended to mirror the Oregon Forestland-Urban Interface Fire Protection Act of 1997 (Senate Bill 360) standards. The requirements pertain to, for example, dead and downed materials, tree and shrub thinning, and nonflammable construction materials. The requirements also describe a secondary fuel break which would extend 20 to 70 feet depending on the risk classification and the type of roofing on the structure.

Examples of the types of vegetation to be treated are ponderosa pines (*Pinus ponderosa*), Douglas firs (*Pseudotsuga menziesii*), lodgepole pines (*Pinus contorta*), junipers (*Juniperus occidentalis*), sagebrush, bitterbrush, and invasive species. Ladder fuels and other biomass would be treated using chainsaws, clippers, brush mowers, and masticators. Vegetative debris would be chipped and spread onsite, with some limited burning of piles, or hauled away and disposed of at the Klamath County Transfer Station and Recycling Centers at Chemult, Chiloquin, Crescent, Keno, and Sprague River.

Limited ground disturbance would occur during fuel-reduction activities. No work is planned in wetlands or water bodies. Per Oregon Department of Forestry (ODF) water protection rules, vegetation management activities would be restricted within riparian management areas between 10 to 100 feet from a stream's ordinary high water mark (OHWM) depending on the size of the stream and water classification. Riparian management area restrictions would include retaining understory vegetation within 10 feet of the OHWM, trees within 20 feet of the OHWM, all trees leaning over a channel, and all downed wood and snags.

The site assessment and treatment plan would be documented for each participating property using the checklist in the EA. It would also document compliance with the attached conditions and mitigation measures. Participating property owners may provide personal labor and/or materials and commit to maintain the property's defensible space once established for 5 years.

In accordance with the National Environmental Policy Act (NEPA) of 1969 and FEMA's implementing regulations, FEMA prepared an Environmental Assessment (EA) to identify and evaluate potential environmental effects resulting from the alternatives presented in the EA and to

Finding of No Significant Impact

Klamath County

Page 3 of 5

determine whether to prepare an Environmental Impact Statement (EIS) or a Finding of No Significant Impact (FONSI). Alternatives evaluated in the EA include: 1) No Action, and 2) the Proposed Action to reduce wildfire damage risks through creation of defensible space and fuels reduction around residential properties. Alternative methods to reduce wildfire risks were considered but not carried forth and are described in the EA. The Draft EA was made available for public review and comment on December 15, 2014; no substantive comments were received following a 30 day comment period. The Proposed Action is the preferred alternative because the No Action alternative would not address the purpose and need stated in the EA and no other practical alternatives were identified.

FINDINGS

Based upon the PDM grant application, final EA, and Attachment A, and in accordance with 1) FEMA's regulations in 44 CFR Part 10 for environmental consideration, including Executive Orders (EOs) addressing floodplains (EO 11988), wetlands (EO 11990), and environmental justice (EO 12898); and 2) the Council of Environmental Quality's regulations in 40 CFR Chapter 5 for implementing NEPA, FEMA determined the proposed project will not significantly affect the quality of the natural and human environment. As a result of this FONSI, an EIS will not be prepared (44 CFR Part 10.8) and the project, as described in the grant application, attached EA, and following conditions may proceed.

APPROVAL



Mark G. Eberlein
Regional Environmental Officer
FEMA Region 10

3-9-2015

Date

Finding of No Significant Impact

Klamath County

Page 4 of 5

Attachment A:

PERMITTING, PROJECT CONDITIONS, AND MITIGATION MEASURES

Klamath County shall implement the Proposed Action as outlined above and comply with the following project conditions and mitigation measures:

- If vegetative debris is to be disposed of through burning piles onsite, appropriate notification or permitting must be secured from the local fire departments or Klamath County Air Quality.
- Fuels reduction activities must adhere to ODF riparian management area restrictions. Project area specific stream buffers would be established during the initial site assessment for property owner participants.
- Fuels reduction activities in wetlands in the target communities will be avoided. If wetlands cannot be avoided, additional analysis and approval by FEMA of proposed activities and the potentially affected wetland on the project site will be required prior to working in the wetland.
- Work is prohibited within 100 feet of the OHWM of Crescent Creek at the Crescent Lake community, the Klamath River at the Keno community, and the Sprague River and Williamson River at the Chiloquin community. The purpose of this condition is to avoid potential impacts to Endangered Species Act-listed aquatic species.
- Work would be prohibited in the southern-most Keno community between November and March of each year to avoid impacts to the Bear Valley bald eagle winter roost.
- Clearing of the project area, including the removal of vegetation, during the migratory bird nesting period between April 15 and July 31, has the potential to impact active migratory bird nests. The proposed project is still subject to the prohibitions of the Migratory Bird Treaty Act which specifically protects migratory bird nests from possession, sale, purchase, barter, transport, import, export and take. The USFWS allows empty or abandoned nests to be removed and destroyed without a permit as long as they are not taken into possession. Please see: <http://www.fws.gov/migratorybirds/mbpermits/PoliciesHandbooks/MBPM-2.nest.PDF>. The applicant is responsible for obtaining and complying with any necessary permits from USFWS and documenting it on the project site assessment/treatment plan.
- To minimize the potential for impacts to known archeological resources within the target communities (see EA), the County will be required determine if a participating property has or is close to a known site. Site locations will be provided separately and characterized as avoidance areas, details of sites must remain confidential. Fuels reduction activities must be avoided within the perimeter of the recorded site location plus a 250 feet buffer. This information must be documented on the project site assessment/treatment plan.
- The County is responsible for selecting, implementing, monitoring, and maintaining Best Management Practices to minimize ground disturbance, control erosion and sedimentation, reduce spills and pollution, and provide habitat protection. To the maximum extent practicable, vegetation removal activities beyond the immediate defensible space around a structure that involve use of mechanized equipment should be conducted in dry soil conditions, be equipped with rubber tires, and equipment staged on existing roads or previously disturbed areas.

Finding of No Significant Impact

Klamath County

Page 5 of 5

- In the event that potentially significant cultural resources, including human remains, are discovered during project activities, and in compliance with State and Federal laws protecting cultural resources and human remains, including Section 106 of the NHPA, work in the immediate vicinity will cease, the area will be secured, and the SHPO and FEMA will be notified in order to evaluate the discovery.
- Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other laws and EOs, before implementation.

EXHIBIT B

Federal Requirements and Certifications

I. General. Subrecipient agrees to comply with all federal requirements applicable to this Agreement, including without limitation financial management and procurement requirements and maintain accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP) and financial, administrative, and audit requirements as set forth in the most recent versions of the Code of Federal Regulations (CFR), Department of Homeland Security (DHS) program legislation, and DHS/Federal Emergency Management Agency (FEMA) regulations.

II. Specific Requirements and Certifications

- A. Debarment, Suspension, Ineligibility and Voluntary Exclusion.** Subrecipient certifies by accepting funds under this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from participation in this transaction by any Federal department or agency (2 CFR 200.213).
- B. Standard Assurances and Certifications Regarding Lobbying.** Subrecipient is required to comply with 2 CFR 200.450 and the authorities cited therein, including 31 USC § 1352 and *New Restrictions on Lobbying* published at 55 Federal Register 6736 (February 26, 1990).
- C. Compliance with Applicable Law.** Subrecipient agrees to comply with all applicable laws, regulations, program guidance, and guidelines of the State of Oregon, the Federal Government and OEM in the performance of this Agreement, including but not limited to:
1. Administrative Requirements set forth in 2 CFR Part 200, including without limitation:
 - a. Using Grant Funds only in accordance with applicable cost principles described in 2 CFR Subpart E, including that costs allocable to this Grant may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations or the terms of federal awards or other reasons;
 - b. Subrecipient must establish a Conflict of Interest policy applicable to any procurement contract or subawards made under this Agreement in accordance with 2 CFR 200.112. Conflicts of Interest must be disclosed in writing to the OEM within 5 calendar days of discovery including any information regarding measures to eliminate, neutralize, mitigate or otherwise resolve the conflict of interest.
 2. USA Patriot Act of 2001, which amends 18 USC §§ 175-175c.
 3. Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 USC 2225(a).
 4. 31 USC 3729, prohibiting recipients of federal payments from submitting a false claim for payment. *See* 38 USC 3801-3812 detailing administrative remedies for false claims and statements made.
 5. 10 USC §§ 2409 and 2324 and 41 USC §§ 4712, 4304 and 4310 requiring compliance with whistleblower protections, as applicable.
 6. No supplanting. Grant Funds under this Agreement shall not replace funds that have been budgeted for the same purposes through non-Federal sources. Subrecipient may be required to

demonstrate and document that a reduction in non-Federal resources occurred for reasons other than receipt or expected receipt of Federal funds.

D. Non-discrimination and Civil Rights Compliance, Equal Employment Opportunity Program, and Services to Limited English Proficient (LEP) Persons.

- 1. Non-discrimination and Civil Rights Compliance.** Subrecipient, and all its contractors and subcontractors, assures compliance with all applicable nondiscrimination laws, including but not limited to:
 - a. Title VI of the Civil Rights Act of 1964, 42 USC § 2000d et seq., as amended, and related nondiscrimination regulations in 6 CFR Part 21 and 44 CFR Part 7.
 - b. Title VIII of the Civil Rights Act of 1968, 42 USC § 3601, as amended, and implementing regulations at 6 CFR Part 21 and 44 CFR Part 7.
 - c. Titles I, II, and III of the Americans with Disabilities Act of 1990, as amended, 42 USC §§ 12101 – 12213.
 - d. Age Discrimination Act of 1975, 42 USC § 6101 et seq.
 - e. Title IX of the Education Amendments of 1972, as amended, 20 USC § 1681 et seq.
 - f. Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794, as amended.
 - g. If, during the past three years, Subrecipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, Subrecipient must provide a letter certifying that all documentation of such proceedings, pending or completed, including outcome and copies of settlement agreements will be made available to OEM upon request. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against Subrecipient, or Subrecipient settles a case or matter alleging such discrimination, Subrecipient must forward a letter to OEM summarizing the finding and making a copy of the complaint and findings available to OEM.
- 2. Equal Employment Opportunity Program.** Subrecipient, and any of its contractors and subcontractors, certifies that an equal employment opportunity program will be in effect on or before the effective date of this Agreement. Subrecipient must maintain a current copy on file.
- 3. Services to Limited English Proficient (LEP) Persons.** Subrecipient, and any of its contractors and subcontractors agrees to comply with the requirements Title VI of the Civil Rights Act of 1964 and Executive Order 13166, improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin and resulting agency guidance, national origin discrimination includes discrimination on the basis of LEP. To ensure compliance with Title VI, Subrecipient must take reasonable steps to ensure that LEP persons have meaningful access to your programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Subrecipient is encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance additional information regarding LEP obligations, please see <http://www.lep.gov>.

E. Environmental and Historic Preservation.

1. Subrecipient shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable environmental and historic preservation laws including but not limited to:
 - a. National Environmental Policy Act of 1969, as amended, 42 USC § 4321, and related FEMA regulations, 44 CFR Part 10.
 - b. National Historic Preservation Act, 16 USC § 470 et seq.
 - c. Endangered Species Act, 16 USC § 1531 et seq.
 - d. Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).

Failure of Subrecipient to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding.

2. Subrecipient shall not undertake any project without prior EHP approval by FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures, and objects that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, Subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.
3. For any of Subrecipient's or its contractors' or subcontractors' existing programs or activities that will be funded by these grant funds, Subrecipient, upon specific request from the U.S. DHS, agrees to cooperate with the U.S. DHS in any preparation by the U.S. DHS of a national or program environmental assessment of that funded program or activity.

- F. Procurement of recovered materials.** Subrecipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Recovery and Conservation Act and in accordance with Environmental Protection Agency guidelines at 40 CFR Part 247.
- G. SAFECOM.** If the Grant Funds are for emergency communication equipment and related activities, Subrecipient must comply with SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
- H. Drug Free Workplace Requirements.** Subrecipient agrees to comply with the requirements of the Drug-Free Workplace Act of 1988, 41 USC § 701 et seq., as amended, and implementing regulations at 2 CFR Part 3001 which require that all organizations receiving grants (or subgrants) from any Federal agency agree to maintain a drug-free workplace. Subrecipient must notify this

office if an employee of Subrecipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment.

- I. Human Trafficking (2 CFR Part 175).** Subrecipient must comply with requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, 22 USC § 7104, as amended and 2 CFR § 175.15.
- J. Fly America Act of 1974.** Subrecipient agrees to comply with the requirements of the Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 USC § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, as amended, (49 USC § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to the Comptroller General Decision B138942.
- K. Activities Conducted Abroad.** Subrecipient agrees to comply with the requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
- L. Acknowledgement of Federal Funding from DHS.** Subrecipient agrees to comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.
- M. Copyright.** Subrecipient shall affix the applicable copyright notices of 17 USC § 401 or 402 and an acknowledgement of Government sponsorship (including Subgrant number) to any work first produced under an award unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this Agreement, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, Subrecipient grants the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works.
- N. Patents and Intellectual Property Rights.** Unless otherwise provided by law, Subrecipient is subject to the Bayh-Dole Act, 35 USC § 200 et seq., as amended, including requirements governing the development, reporting and disposition of rights to inventions and patents resulting from financial assistance awards, 37 CFR Part 401, and the standard patent rights clause in 37 CFR § 401.14.
- O. Use of DHS Seal, Logo and Flags.** Subrecipient agrees to obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
- P. Personally Identifiable Information (PII).** Subrecipient, if it collects PII, is required to have a publically available privacy policy that described what PII they collect, how they use it, whether they share it with third parties and how individuals may have their PII corrected where appropriate.

Q. Federal Debt Status. Subrecipient shall be non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, benefit overpayments and any amounts due under Section 11.c of this Agreement. See OMB Circular A-129 for additional information and guidance.

R. Construction Contracts.

1. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
2. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).
3. Contracts awarded by Subrecipient in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

S. Clean Air, Water. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387).

T. Funding Agreements. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

U. Executive Compensation. Within thirty (30) days of the Effective Date of this Agreement, Subrecipient agrees to report to OEM the names and compensation of each of the Subrecipient’s five most highly compensated executives for the completed fiscal year preceding this Agreement if in the preceding fiscal year Subrecipient received: (i) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) and (ii) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards) and (iii) the public does not have access to information about the compensation of the executives

through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

- V. **Animal Welfare Act.** All recipients of financial assistance will comply with the requirements of the *Animal Welfare Act*, as amended (7 U.S.C. § 2131 *et seq.*), which requires that minimum standards of care and treatment be provided for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public. Recipients must establish appropriate policies and procedures for the humane care and use of animals based on the *Guide for the Care and Use of Laboratory Animals* and comply with the *Public Health Service Policy and Government Principles Regarding the Care and Use of Animals*.
- W. **Clean Air Act of 1970 and Clean Water Act of 1977.** All recipients of financial assistance will comply with the requirements of 42 U.S.C. § 7401 *et seq.* and Executive Order 11738, which provides for the protection and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters is considered research for other purposes.
- X. **Protection of Human Subjects.** All recipients of financial assistance will comply with the requirements of the Federal regulations at 45 CFR Part 46, which requires that recipients comply with applicable provisions/law for the protection of human subjects for purposes of research. Recipients must also comply with the requirements in DHS Management Directive 026-04, *Protection of Human Subjects*, prior to implementing any work with human subjects. For purposes of 45 CFR Part 46, research means a systematic investigation, including research, development, testing, and evaluation, designed to develop or contribute to general knowledge. Activities that meet this definition constitute research for purposes of this policy, whether or not they are conducted or supported under a program that is considered research for other purposes. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable State and local law.
- Y. **Environmental Policy Act (NEPA) of 1969.** All recipients of financial assistance will comply with the requirements of the *National Environmental Policy Act (NEPA)*, as amended, 42 U.S.C. § 4331 *et seq.*, which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for its grant-supported activities, DHS requires the environmental aspects of construction grants (and certain non-construction projects as specified by the Component and awarding office) to be reviewed and evaluated before final action on the application.
- Z. **National Flood Insurance Act of 1968.** All recipients of financial assistance will comply with the requirements of Section 1306(c) of the *National Flood Insurance Act*, as amended, which provides for benefit payments under the Standard Flood Insurance Policy for demolition or relocation of a structure insured under the Act that is located along the shore of a lake or other body of water and that is certified by an appropriate State or local land use authority to be subject to imminent collapse or subsidence as a result of erosion or Flood Disaster Protection Act of 1973

- AA. Flood Disaster Protection Act of 1973.** All recipients of financial assistance will comply with the requirements of the *Flood Disaster Protection Act of 1973*, as amended (42 U.S.C. § 4001 et seq.), which provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities in the United States, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within one year of the identification. The flood insurance purchase requirement applies to both public and private applicants for DHS support. Lists of flood-prone areas that are eligible for flood insurance are published in the *Federal Register* by FEMA. 45 CFR Part 46.
- BB. Coastal Wetlands Planning, Protection, and Restoration Act of 1990.** All recipients of financial assistance will comply with the requirements of Executive Order 11990, which provides that federally funded construction and improvements minimize the destruction, loss, or degradation of wetlands. The Executive Order provides that, in furtherance of Section 101(b)(3) of NEPA (42 U.S.C. § 4331(b)(3)), Federal agencies, to the extent permitted by law, must avoid undertaking or assisting with new construction located in wetlands unless the head of the agency finds that there is no practicable alternative to such construction, and that the proposed action includes all practicable measures to minimize harm to wetlands that may result from such use. In making this finding, the head of the agency may take into account economic, environmental, and other pertinent factors. The public disclosure requirement described above also pertains to early public review of any plans or proposals for new construction in wetlands. This is codified at 44 CFR Part 9.
- CC. USA Patriot Act of 2001.** All recipients of financial assistance will comply with the requirements of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c. Among other things, it prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose. The act also establishes restrictions on access to specified materials. "Restricted persons," as defined by the act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent.

EXHIBIT C

Subagreement Insurance Requirements

GENERAL.

Subrecipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, 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 State. Subrecipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Subrecipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Subrecipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Subrecipient permit work under a subagreement when Subrecipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which Subrecipient is a Party.

TYPES AND AMOUNTS.

i. WORKERS COMPENSATION. Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than \$500,000 must be included.

ii. COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to State. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by OEM:

Bodily Injury, Death and Property Damage:

\$500,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

iii. AUTOMOBILE Liability Insurance: Automobile Liability.

Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate

limits for “Commercial General Liability” and “Automobile Liability”). Automobile Liability Insurance must be in not less than the following amounts as determined by OEM:

Bodily Injury, Death and Property Damage:

\$500,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

ADDITIONAL INSURED. The Commercial General Liability Insurance and Automobile Liability insurance must include OEM, its officers, employees and agents as Additional Insureds but only with respect to the contractor’s activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

“TAIL” COVERAGE. If any of the required insurance policies is on a “claims made” basis, such as professional liability insurance, the contractor shall maintain either “tail” coverage or continuous “claims made” liability coverage, provided the effective date of the continuous “claims made” coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of : (i) the contractor’s completion and Subrecipient’s acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain “tail” coverage and if the maximum time period “tail” coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and OEM may grant approval of the maximum “tail “ coverage period reasonably available in the marketplace. If OEM approval is granted, the contractor shall maintain “tail” coverage for the maximum time period that “tail” coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE. The contractor or its insurer must provide 30 days’ written notice to Subrecipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE. Subrecipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a “claims made” basis, the extended reporting period applicable to “tail” or continuous “claims made” coverage.

EXHIBIT D

Information required by 2 CFR 200.331(a)

1. Federal Award Identification: Sub-grant - PDMC-PJ-10-OR-2010-001
 - (i) Sub-recipient name (which must match registered name in DUNS): DESCHUTES COUNTY
 - (ii) Sub-recipient's DUNS number: 030805147
 - (iii) Federal Award Identification Number (FAIN): EMS-2013-PC-0001, Amendment 1.
 - (iv) Federal Award Date: September 30, 2015
 - (v) Sub-award Period of Performance 10/1/15 through 9/30/18
 - (vi) Total Amount of Federal Funds Obligated by this Agreement: \$3,000,000.00
 - (vii) Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this agreement: \$3,000,000.00
 - (viii) Total Amount of Federal Award committed to the subrecipient by the pass-through entity: \$3,000,000.00
 - (ix) Federal award project description: CENTRAL OREGON WILDFIRE MITIGATION
 - (x) Name of Federal awarding agency: U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA)
 - (a) Name of Pass-through entity: Oregon Military Department, Office of Emergency Management
 - (b) Contact information for awarding official of the pass-through entity: Andrew Phelps, Director, P O Box 14370, Salem, OR 97309-5062
 - (xi) CFDA Number and Name: 97.047 Pre-Disaster Mitigation Grant
Amount: \$3,000,000.00
 - (xii) Is Award R&D? No
 - (xiii) Indirect cost rate for the Federal award: 0%
2. Subrecipient's indirect cost rate: 0%

Deschutes County celebrates its Centennial in 2016 and will be hosting a series of activities and events to highlight history and past accomplishments, as well as celebrate the future. The Centennial provides an opportunity for all residents to know that we are 100 years old and are the youngest county in the state of Oregon.

The goals of the Centennial Committee are to:

- Honor the County's past and leave a legacy for the future.
- Commemorate the history and culture of the community.
- Develop enriching programs and activities that will educate residents and those outside of the community about the County's history.
- Create opportunities for community organizations celebrate the Centennial.

The upcoming Centennial celebration provides a unique marketing opportunity for the county, as well as local businesses and community organizations. Some of these opportunities include:

- Promote the centennial for the benefit of Central Oregon tourism
- Bring residents together from diverse parts of the county.
- Have the state legislature acknowledge Deschutes Centennial
- Provide traveling display for events in Deschutes County.
- Support merchandising opportunities

Website Welcome Message from BOCC

Includes photo of Commissioners.

{Employee First Name} -

Deschutes County is proud to support the important work of the United Way. Whether you're a longtime donor or new to the work of United Way of Deschutes County, please consider participating in this year's campaign.

Last year, we raised \$10,027 for Deschutes County residents in need. Combined with donations from across our region, 4,822 people were safe from violence; 47,132 people had warm meals, shelter and gained self-sufficiency; 6,276 children accessed programs teaching decision making skills; and 1,603 parents received support for early childhood development.

Setting aside a few dollars each month can make a big difference for local families in need. Thank you for your continued financial and volunteer support of United Way.

Deschutes County Commissioners

Chair - Tony DeBone

Tammy Baney

Alan Unger

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Order Rescinding Order No. 2015-051 and
Accepting Review of Hearings Officer's Decision
in File Nos. 247-15-000194-CU, 247-15-000195-
TP (247-15-000521-A)

*
*
*
*

ORDER NO. 2015-054

WHEREAS, Appellant, Lower Bridge Road, LLC, appealed the Hearings Officer's decision in application number 247-15-000194-CU, 247-15-000195-TP (247-15-000521-A); and

WHEREAS, Deschutes County Code Chapter 22.32 allows the Board of County Commissioners (Board) discretion on whether to hear appeals of Hearings Officer's decisions; and

WHEREAS, on October 5, 2015, the Board (Commissioner Baney absent), having given due consideration as to whether to review this application on appeal decided to decline review and thereafter approved Order No. 2015-051; and

WHEREAS, upon further consideration of relevant factors and having given due consideration as to whether to rescind Order No. 2015-051 and instead review this application on appeal, now, therefore,

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

Section 1. Board Order No. 2015-051 is rescinded.

Section 2. The Board will hear the appeal for application numbers 247-15-000194-CU, 247-15-000195-TP (247-15-000521-A) pursuant to Title 22 of the Deschutes County Code and other applicable provisions of the County land use ordinances.

Section 3. The appeal shall be heard *de novo*.

Section 4. Staff shall set a hearing date and cause notice to be given to persons or parties entitled to notice pursuant to DCC 22.32.030.

Dated this 19 of October, 2015

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON



ANTHONY DEBONE, Chair



ALAN UNGER, Vice Chair



TAMMY BANEY, Commissioner

ATTEST:


Recording Secretary