

**WASCO COUNTY BOARD OF COMMISSIONERS**  
**REGULAR SESSION / AGENDA WEDNESDAY, May 1, 2013**  
**LOCATION: Wasco County Courthouse, Room #302**  
**511 Washington Street, The Dalles, Oregon**

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

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

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

9:00 a.m.

**CALL TO ORDER**

**Pledge of Allegiance**

*Items without a designated appointment may be rearranged to make the best use of time.*

- Corrections or Additions to the Agenda
- Administrative Officer - Tyler Stone: Comments
- [Discussion Items](#) (Items of general Commission discussion, not otherwise listed on the Agenda) [USDA Cooperative Service Agreement](#), [Signal Hill Lease](#), [Tractor Purchase](#), [Grant Application Resolution](#)
- [Consent Agenda](#) (Items of a routine nature: minutes, documents, items previously discussed.) [Minutes: 4.17.2013](#), [The Dalles Watershed](#), [BOPTA](#), [Historic Columbia River Highway Advisory Committee](#), [MCEDD](#), & [Special Transportation Advisory Committee Appointments](#)

9:30 a.m.      [Wasco County Drug-free Workplace Policy](#) – Monica Morris

9:40 a.m.      [Wholly Uncollectible Personal Property Taxes](#) – Sylvia Loewen, Linda Perkins

9:50 a.m.      [VSO Quarterly Report](#) – Russell Jones

10:05 a.m.      [East Multnomah Soil & Water IGA](#) – Marty Matherly

10:15 a.m.      [Public Health Contract](#) – Kathi Hall

10:25 a.m.      [CCO Update](#) – Molly Rogers

10:40 a.m.      [QLife Budget Approval](#) – Nolan Young

11:55 a.m.      [Oregon Department of Forestry Customer Survey](#) – Unit Forester David Jacobs, District Forester George Ponte

**LUNCH**

2:00 p.m.      [Public Hearing for Mass Gathering Permit](#) – PUD MEETING ROOM 2345 River Road,  
The Dalles, OR

**NEW / OLD BUSINESS**  
**COMMISSION CALL / REPORTS**  
**ADJOURN**



WASCO COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION  
MAY 1, 2013

PRESENT: Rod L. Runyon, Chair of Commission  
Scott Hege, County Commissioner  
Steve Kramer, County Commissioner  
Tyler Stone, County Administrator  
Kathy White, Executive Assistant

At 9:00 a.m. Chair Runyon opened the Regular Session of the Board of Commissioners with the Pledge of Allegiance.

**Open to the Public – Oren Johnson**

Oren Johnson, a resident of Lyle, Washington, came forward to express his concerns regarding the activities of Friends of the Gorge in the Columbia River Gorge. Specifically, he outlined their land purchase plan which he believes is designed to strangle urban growth throughout the Gorge Region. He thanked the Board for their support of the reappointment of Sondra Clark to the Columbia Gorge Commission.

Mr. Johnson went on to say that 30% of the urban growth area in Lyle, Washington has been removed. He believes that Friends of the Gorge is using the Towns to Trails program on both sides of the Columbia River. He cautioned the Board that what has happened in Washington is already happening in Oregon. He provided documents from the Friends of the Gorge that he alleged contains lies and propaganda. He reported that the Friends of the Gorge have spent \$200 million on land in the Gorge and have seven paid lobbyists in Washington D.C. He estimated they will have to spend between \$800 million and \$1 billion to purchase the land that would cut-off urban growth entirely. He added that if we cannot grow out, we will have to grow up or not grow at all.

Mr. Johnson pointed out that the Friends of the Gorge emphasize analyzing the impact of growth; however, they do not turn that analysis on their own activities. He pointed out that by placing so much land in trust, the Friends of the Gorge

remove land from the tax base and increase the burden on the County as more hikers and campers enter the area increasing waste and fire hazards among other considerations. He stated that the intent of the Scenic Area Act was not to prevent growth, but to encourage responsible growth.

Chair Runyon suggested that Mr. Johnson make a connection between the planners in Wasco County and Klickitat County to begin to look at the issue cooperatively.

**Open to the Public – Liz Turner**

Liz Turner, 8 Mile Road, came forward stating that although she had originally intended to come to the Board regarding bicyclists riding on 8 Mile, she is working to resolve that issue with the local bike clubs using the road. Her goal is to educate the cyclists regarding safe and responsible use of local roads.

Chair Runyon pointed out that not all the cycling groups are clubs; some are similar to flash mobs in that they connect through social media for spontaneous gatherings. Commissioner Hege suggested that some signage instructing cyclists to ride single file might be useful. Chair Runyon agreed that signs would be a good educational piece that would instruct all those using the road.

Ms. Turner went on to say that her purpose today was to bring forward an issue regarding the 15 Mile Watershed Council. She stated that 15 Mile has one of the best water sheds in the State of Oregon. Several years ago an isolated incident resulted in the loss of fish along the creek. There was no testing or analysis to determine the true cause of the die-off. The 15-Mile Watershed Council is moving toward a system in which they arbitrarily determine conditions under which they would contact landowners requiring them to shut off their water. If the landowner does not comply, they are threatening legal action. She stated that the landowners are all concerned about the availability of water and are willing to cooperate to find reasonable solutions for responsible management. She suggested that deep root planting is one option. She declared that she and others have been to the Council to voice their concerns but have not been heard. She reported that there is already not enough hay in the area to feed existing livestock.

Chair Runyon asked if the County Planning Department has any part in this process. Mr. Stone replied that they do not.



Commissioner Hege asked Ms. Turner if she has been in contact with the Soil and Water District. She replied that she has had limited contact with them and received some positive response but does not know District Manager Ron Graves' stand on the issue. She reiterated the good status of the watershed and the variety of solutions available.

Commissioner Hege asked if calls from the Board to put this on the District's radar would be helpful. Ms. Turner responded that she thinks talking to them is the right thing to do; she believes that we should not subvert the State system which is what she believes the Council is attempting to do.

#### **Agenda Item – Drug-free Workplace Policy**

Finance Manager Monica Morris came forward to explain the amended Drug-free Workplace Policy. She stated that the only change to the policy concerns who can and cannot be subjected to a pre-employment drug testing. She added that the change brings the policy in line with changes to the law.

Chair Runyon suggested that the arrangement of the language in the policy might better serve employees by moving the definition of drugs and alcohol to the beginning of the document. Ms. Morris responded that the policy has recently been reviewed by an attorney who suggested many changes. The change being proposed does not affect current employees and so was less complicated to make; she believes there is value in considering other changes.

Commissioner Hege said he is curious about part B. Ms. Morris said that rather than listing specific positions that would be tested, it made more sense to list the factors that would determine which positions would be tested. That strategy allows for shifts in job descriptions without creating a need to amend the policy with each shift.

**{{{Commissioner Hege moved to approve the amended Wasco County Drug-free Workplace Policy to replace the existing policy. Commissioner Kramer seconded the motion which passed unanimously.}}}**

#### **Agenda Item – Wholly Uncollectible Personal Property Taxes**

Chief Tax Deputy Sylvia Loewen came forward to explain the uncollectible personal property taxes. She reported that in April of 2010, Mr. DeHart came in to the office and informed them that the sign had been removed and therefore he did not see any reason to pay taxes on it. It was confirmed that the sign had been



removed. Mr. DeHart also informed the tax office that he and Mr. Thomas had filed bankruptcy. Ms. Loewen stated that a bankruptcy prevents all attempts to collect until the bankruptcy is resolved. By the time they were able to resume collection efforts, the real property on which the personal property had been located had been sold.

Chair Runyon stated that while Ms. Lowen's explanation was enlightening and informative, he would like to have seen that information contained in the Tax Assessor/Collector's memo so they would have the information prior to considering the resolution. Ms. Loewen responded that they could certainly provide more information for the Board packet in the future.

**{{{Commissioner Hege moved to approve order #13-093 in the matter of the cancellation of certain uncollectible personal property taxes. Commissioner Kramer seconded the motions which passed unanimously.}}}**

**Discussion List Item – USDA Cooperative Services Agreement**

Chair Runyon asked if there were any questions regarding the USDA Cooperative Services Agreement. Commissioner Hege asked if Counsel had reviewed the agreement, stating that it seemed like a very one-sided agreement favoring the APHIS.

Commissioner Hege outlined his concerns as follows:

Article 3(c) This is confusing – have they notified us? Mr. Stone suggested that the language in the contract was the notification. Commissioner Hege asked if they have disclosed identities.

Article 5(a) – The State Director's name is misspelled.

Article 7 – It is very difficult to determine the meaning of this sentence.

Article 10 – They are taking no responsibility whatsoever for their actions or activities.

**\*\*\*The consensus of the Board is to send the contract back to DA Nisley for further review. Mr. Stone will talk to Ms. Stalman to try to mitigate the issues prior to DA Nisley's review.\*\*\***

**Agenda Item – VSO Quarterly Report**

Veterans Service Officer Russell Jones came forward to present his quarterly report. He reviewed the report included in the Board packet. He explained that they will appeal the six denied claims. Chair Runyon asked if it is ever clear that an appeal is not worth pursuing. Mr. Jones said that it is rare, but he has had one this year that was really not appealable. He explained that appeals are more time consuming than the initial application and must be completed within a year. Unfortunately, many veterans make the initial application themselves and only come to the Veterans Service Office when their application has been denied. With the advent of online applications, he expects even more veterans will self-apply for benefits.

Commissioner Runyon noted that when the VSO is not part of the application process from the beginning, it takes quite a bit of time to get up to speed to prepare for an appeal. Mr. Jones stated that the VA is estimating cuts in the military will result in another 30,000 veterans in Oregon.

Mr. Jones reported that he and Patrick Wilbern attended the ODVA conference which completed Mr. Jones' required training for certification. He is waiting for his test which will begin the accreditation process. It will take some time to be accredited, but that will allow him access to the VA system where claims are tracked. He currently has to wait 3-5 days to get the information that he will be able to access instantly once accredited. Access to the system will significantly impact his ability to process appeals. Chair Runyon stated that he believes many of the delays for read-only access to the system are unnecessary.

Chair Runyon asked if the large brochure rack being stored at the VSO had been moved. Commissioner Kramer responded that permission has been granted to donate the rack to the Dufur Historical Society; he just needs to make transportation arrangements.

Rodger Nichols, from Haystack Broadcasting, noted that the DAV will have a van at Fred Meyers this Friday. Mr. Jones stated that they do the same job as the VSO but to follow up with them, veterans would need to go to Portland. Mr. Nichols added that when he spoke to the DAV it did not seem as though they are interested in communicating with our local VSO.



Commissioner Hege asked how the Klickitat veterans seeking assistance is tracking within the Wasco County Veterans Services Office. Mr. Jones replied that it fluctuates between 15 & 20% of their case load.

Chair Runyon said that the Klickitat Veterans Advisory Committee is unanimous in wanting their own Veterans Service Office which will be open two days a week – one day in Goldendale and one day in White Salmon. They have a budget of \$20,000. We have asked where their veterans will go the other three days a week. Mr. Jones added that they had contacted him about his salary. While Klickitat County has a fund for indigent relief, Mr. Jones is not confident that they can use those funds to assist the broader community of veterans.

Chair Runyon stated that Wasco County has been happy to assist Klickitat County veterans and are appreciative of the financial support offered by Klickitat County in recognition of the work Wasco County does on behalf of their veterans. However, he went on to say, veterans funding is a limited resource and there are already those talking about not seeing Washington vets at our VSO if the funding is not there from Klickitat County to support that. He added that Wasco County is willing to work with Klickitat in any way that we can.

**Agenda Item – East Multnomah Soil & Water IGA**

Weed Superintendent Merle Keys was joined by Public Works Director Marty Matherly to explain the East Multnomah Soil & Water IGA. Mr. Keys stated that this is an annual IGA that began in 2009 in which Multnomah Soil and Water contracts with Wasco County to help control mustard weed. Wasco County has the necessary equipment to do the roadside work.

Chair Runyon pointed out that the Weed Department is self-supporting through contracts like this.

**{{{Commissioner Kramer moved to approve the Intergovernmental Agreement between East Multnomah Soil and Water Conservation District and Wasco County Weed Department for a project to control noxious weeds within the boundaries of the District. Commissioner Hege seconded the motion which passed unanimously.}}}**

**Agenda Item – Public Health Contract**

North Central Public Health Business Manager Kathi Hall came forward to explain the business associate contract with Mid-Columbia Medical Center for

WIC dietician services. She stated that the dietician comes for about four hours each month. She added that the only changes to the contract are the rate (from \$40 per hour to \$45 per hour) and some added language making it clear that the dietician is not an employee of Wasco County.

Chair Runyon pointed out that there is no language limiting the number of hours or the maximum cost and asked if there is a scope of work. Ms. Hall replied that it is typically four hours per month. Chair Runyon stated he would like to see that language included in the contract – something that limits the hours or caps the dollar amount.

Commissioner Hege was in agreement; Ms. Hall said she would take it back to them to amend the language.

**{{{Commissioner Kramer moved to approve the Business Associate Contract between Mid-Columbia Medical Center and North Central Public Health Division with the aforementioned amendment that limits the hours or caps the dollar amount. Commissioner Hege seconded the motion which passed unanimously.}}}**

<b>Agenda Item – CCO Update</b>
---------------------------------

Youth Services Director Molly Rogers came forward to update the Board on the activities of the recently formed CCO. Ms. Rogers stated that although the CCO was formed six months ago, due to the nature of medical data gathering they only have three months of data.

She said that the Community Advisory Committee is working toward an assessment while the Clinical Advisory Panel has been working towards creating priorities. Both committees are very active and are doing the bulk of the work. The committees are made up of citizens of Wasco and Hood River Counties (50/50) and have received training on how to function as a cohesive committee. She went on to say that the CCO originally believed it would be defined by the Columbia River Gorge Region; however, the State has added our CCO in with the Central Oregon CCO since both have selected Pacific Source as the host entity for their CCO. She explained that they are working to determine how to be together and apart where appropriate – Pacific Source is helping to find ways of separating the data to more accurately report what is happening in each region.

Ms. Rogers stated that they are organizing initiatives into five broad bands:



1. FAMILY: Cohesive family planning, maternity and infant care – including prenatal care, infant care and immunizations – and general family planning.
2. INTEGRATED AND CHRONIC CARE: Harmonize preventive and chronic care across physical, behavioral and oral health disciplines and venues.
3. AGENCY: Amplify the impact of social services and traditional care workers.
4. MEMBERS: Services and solutions that are appropriate for the community overall and valued by the members.
5. PROVIDERS: Robust Eco-system to support the care community and transformation.

Commissioner Hege commented that there is no urgent care in the region. Ms. Rogers responded that there is some capacity for that in Hood River and one of the clinics has expanded their hours to include Saturdays. Commissioner Hege stated that he doesn't think that qualifies as urgent care which is something that is needed in the Gorge.

Chair Runyon complimented Ms. Rogers on her work with the CCO stating that he had been confident that she was the right person for the job. Ms. Rogers complimented the Administrative Services staff, Executive Assistant Sue Stephens in particular, for the support she has provided to the CCO. She is happy that the County is able to provide in-kind support.

Commissioner Hege asked how the relationship was between the CCO and Mid-Columbia Center for Living. Ms. Rogers replied that initially the assumption was that the CCO Board would be doing the work and making the decisions which created some anxiety. She believes that has been alleviated as it has been demonstrated that the work is actually being done at the committee level; MCCFL has a voice on the committees.

Mr. Stone asked when the next CCO meeting is scheduled. Ms. Rogers stated that it would be on the 4<sup>th</sup> Wednesday of the month in Hood River.

**Agenda Item – QLife Budget Approval**

The Dalles City Manager Nolan Young and Garrett Chrostek, Administrative Fellow for the City of The Dalles, came forward to discuss the proposed QLife Budget. The IGA for QLife requires that both the City and the County approve the

budget. In the 2012-2013 fiscal year, QLife experienced an increase in revenue while expenses remained static; they were able to make a sizeable contribution toward existing debt. In the proposed budget they have outlined nine priorities with a focus on debt reduction. They anticipate further increases in revenue and expect to satisfy existing debt by the spring of 2015, two years ahead of schedule.

Chair Runyon noted that there is \$50,000 in the QLife budget from the Google Enterprise Zone. He stated that discussions with the City indicate that that money will be redirected and therefore will not be part of the QLife budget. Mr. Young explained that the QLife Budget Committee had been aware during their process that the Enterprise Zone funds might be removed from their budget; however, since no decision had been made, they chose to leave it in their budget and let the Board amend it, if necessary, when it comes before them for adoption. He further stated that the City Council has scheduled May 13<sup>th</sup> to consider that change. The City's budget committee has already approved the reallocation of the Enterprise Zone funds; he anticipates that the County will be considering a similar change in the allocation of their Enterprise Zone funds.

Commissioner Hege, who sits on the QLife Board, stated that the QLife Budget Committee met last week and approved the budget as-is. With the knowledge that things would most likely change, there was not intent to revise but to allow the QLife Board to make that change in the adoption process.

Mr. Chrostek stated that if the Enterprise Zone funds are removed from the budget it will mean that the QLife debt retirement will be delayed by just a few months.

**{{{Chair Runyon moved to approve the QLife Budget as presented with the exception of the Enterprise Zone payment. Commissioner Kramer seconded the motion. Mr. Chrostek pointed out the 10-year projection on page 10 of the budget which forecasts nearly \$500 thousand in revenue in the future; QLife has a reasonable outlook for generating revenue which**



can go into expansion, capital improvement or back into the owning agencies. The motion passed unanimously.}}}

**Discussion List Item – Signal Hill Lease**

Mr. Stone explained that this is the Suefert Hill facility on which Bicoastal has equipment.

Commissioner Hege asked if the work outlined in the original contract has been completed by Bicoastal. Mr. Stone replied that it had been completed many years ago.

Commissioner Hege noted that the term is five years with two 2-year extensions; he asked how fair market value is determined for lease increases. Mr. Stone replied that he had negotiated that with Bicoastal. Commissioner Hege said that he thought there might have been comparables on which fair market was based. Mr. Stone replied that they did not go through that process.

Commissioner Hege suggested that an annual adjustment according to a CPI would make for an easier transition than a sudden jump in the price of the lease at the end of five years. Mr. Stone offered to go back to Bicoastal to negotiate that.

Commissioner Hege stated that he thinks it is good to know the actual fair market prices. Mr. Stone responded that it is in line with some of our leases, but not with the cell phone tower.

\*\*\*The Board was in consensus to rework the lease to include annual CPI adjustments.\*\*\*

**Public – Oren Johnson**

Mr. Johnson returned reporting that he had been to the Wasco County Planning Department and found maps of the land trusts. He also indicated areas that the Friends of the Gorge are looking at for acquisition. Commissioner Hege commented that the Board has had some discussion regarding the implication of limited access created by land trusts.

Chair Runyon called a recess at 11:10 a.m.  
The session reconvened at 11:17 a.m.

**Discussion List Item – Tractor Purchase**

Mr. Stone advised the Board that the tractor purchase is for Hunt Park and the Wasco County Fair Grounds. He explained that the flex mower has been broken for several years; it has been repaired multiple times but continues to break down. It is not cost effective to continue to repair the old mower; a new one should be purchased. Sheppard's bid came in even lower than the State bid and the Fair Board plans to go with their bid. The Fair Board is within the contracting rules and it is not necessary for the Board of County Commissioners to approve the purchase; Mr. Stone wanted Board to be aware of the purchase.

Commissioner Hege asked if they had budgeted for this purchase. Mr. Stone responded that they have budget in capital for Hunt Park improvements. Within that line item, they have the money to make the purchase.

Chair Runyon stated that he is pleased that a local dealer was able to be competitive in the bid process. He continued by saying that he was at a meeting with MCEDD and the Regional Solutions Advisory Team where they discussed the Agora Investment Platform. Organizations can be listed for investments; Chair Runyon presented two projects within Wasco County: 1) a Mid-Columbia Housing project that has funding but needs an addition \$1.5 million 2) Hunt Park RV spaces – more specifically, technical design for the sites. Chair Runyon pointed out that the next closest RV park is in Maupin and Hunt Park already sees some spill over from that park. He hopes funding might become available through the Agora Platform.

**Agenda Item – Oregon Department of Forestry Customer Survey**

District Forester George Ponte and Unit Forester David Jacobs came forward to discuss the customer satisfaction survey and to answer the Board's questions and hear their concerns about Forestry Programs in Wasco County. He added that the survey is important to them as it is a key performance standard and is reported to their administration.

Chair Runyon asked that Mr. Ponte describe some of their programs in Wasco County. Mr. Ponte provided the Board with their annual report (attached) and briefly reviewed some of the programs included in the report. Some of the items he reviewed were:

- Technical forestry assistance
- Insect and disease information



- Channeling federal funds to forest land owners for insect and disease control
- Hosting a committee to look at high fire risk
- Counseling landowners on how to reduce the risk of fire around their home and how to make space for firefighters to get in and protect their homes

Mr. Jacobs added that last November a committee finalized forest classification for Wasco County, determining which lands meet the definition of forest lands. He is working with the Assessor's office to ensure they have the correct information; lands designated as forest are assessed an annual patrol fee for fire protection.

Chair Runyon pointed out that the Board has limited direct knowledge of the Oregon Department of Forestry activities in Wasco County and asked what County department might be best able to accurately complete the survey. Further discussion resulted in a determination that Emergency Management would be the appropriate department to respond to the survey.

Mr. Ponte went on to explain the assessment process. Rates are set each year based on their determination of projected costs. He said there is a state bill in committee that would share the costs of fire protection in Oregon forests to all citizens rather than just those living in the forests. If passed, it would phase in over time and the first \$20 million spent each year for large fire costs would be shared equally between the suppression fund and the general fund.

Chair Runyon commented that it appears to be a backwards budget – rather than determining what they can do with existing funds, they determine costs for what they want to do and set taxes to meet their goals. Mr. Ponte responded that he is required to provide a reasonable level of fire protection and that they don't add things unnecessarily.

Chair Runyon asked if there is a mechanism for lowering the rate during low-risk years. Mr. Ponte replied that ending balances are carried over and factored in to offset the next year's rate.

Commissioner Hege asked if the survey was also sent out to homeowners as they are the true consumers of the Forestry Service. Mr. Ponte said they do not,

but give it to the people's representatives on the County Commission. He added that they do give the survey to their board of landowners but acknowledged they may not be a true sampling of forest landowners. Commissioner Hege conceded that it would be challenging to get information from the people who they really serve.

Chair Runyon asked when they would like to have the survey returned to them. Mr. Jacobs replied that they would like to have it back by May 15<sup>th</sup>.

Further discussion ensued regarding the upcoming fire season which the Forest Service expects to be longer than average. Chair Runyon noted that if more logging were allowed there would be less of a problem. Mr. Ponte stated that he does not disagree and reported that there are voices in Salem that join Chair Runyon in his sentiment.

#### **Discussion List Item – Grant Application Resolution**

Chair Runyon stated that this is an annual grant that the Commission office had received only yesterday. He asked Mr. Stone to follow-up with the Assessor's Office to make sure they bring this to the Board in a more timely fashion. The deadline for submission was yesterday; there should be no reason why the grant should not come before the Board well in advance of the deadline.

Commissioner Hege noted that the FTE numbers on Form 4 in the application do not appear to match the numbers elsewhere in the application. Mr. Stone agreed and speculated that the Assessor had converted the numbers to hours rather than the number of full-time employees.

**{{{Commissioner Hege moved to approve the Grant Application Resolution for Wasco County to apply to the Department of Revenue in order to participate in the Assessment and Taxation Grant for the 2013-2014 fiscal year. Commissioner Kramer seconded the motion which passed unanimously.}}}**

#### **Consent Agenda- Minutes & Appointments**

Chair Runyon noted that some changes to the minutes had been made since the initial Board Packet publication, namely a clarification to the fee waiver, a correction for a named speaker and the correction of a typographical error.



**{{{Chair Runyon moved to approve the 5.1.2013 Consent Agenda with the above mentioned corrections to the minutes. Commissioner Hege seconded the motion which passed unanimously.}}}**

Chair Runyon reminded everyone that the Mass Gathering Permit Public Hearing begins at 2:00 p.m. in the PUD meeting room located at 2345 River Road, The Dalles, OR.

Chair Runyon adjourned the session at 12:12 p.m.

### **Summary of Actions**

#### **Consensus**

- Renegotiate the Signal Hill Lease to include annual rate adjustments based on CPI.
- Send the USDA Cooperative Service Agreement back to DA Nisley for further review following Mr. Stone's work to mitigate the issues with Ms. Stalman, Supervisory Budget Analyst for APHIS.

#### **Motions Passed**

- Approve the amended Wasco County Drug-free Workplace Policy to replace the existing policy.
- Approve Order #13-093 in the matter of the cancellation of certain uncollectible personal property taxes.
- Approve the Intergovernmental Agreement between East Multnomah Soil and Water Conservation District and Wasco County Weed Department for a project to control noxious weeds within the boundaries of the District.
- Approve the Business Associate Contract between Mid-Columbia Medical Center and North Central Public Health Division with an amendment that limits the hours or caps the dollar amount.
- Approve the QLife Budget as presented with the exception of the Enterprise Zone payment.

WASCO COUNTY COURT  
REGULAR SESSION  
MAY 1, 2013  
PAGE 15


- Approve the Grant Application Resolution for Wasco County to apply to the Department of Revenue in order to participate in the Assessment and Taxation Grant for the 2013-2014 fiscal year.
- Approve the 5.1.2013 Consent Agenda:
  - 4.17.2013 Regular Session Minutes with corrections
  - The Dalles Watershed Council Appointments
    - Order #13-077 Bruce Lumper
    - Order #13-078 John Nelson
    - Order #13-079 Mark Poppoff
    - Order #13-080 Phil Brady
    - Order #13-081 Steve Byers
    - Order #13-082 Martha Blair
    - Order #13-083 Gary Wade
    - Order #13-084 Dan Richardson
    - Order #13-085 Ken Bailey
  - Board of Property Tax Appeals Re-appointments
    - Order #13-096 Scott Hege
    - Order #13-097 Jim Yuhas
    - Order #13-098 Delphine Thornton
    - Order #13-099 Del Cesar
  - Order #13-094 Reappointing Judy Davis to the Historic Columbia River Highway Advisory Committee
  - Order #13-095 Reappointing Dan Spatz to the Mid-Columbia Economic Development District Board



- Special Transportation Advisory Committee Reappointments
  - Order #13-100 Lee Bryant
  - Order #13-101 Dave Mason
  - Order #13-102 Louise Sargent

WASCO COUNTY BOARD  
OF COMMISSIONERS

  
\_\_\_\_\_  
Rod L. Runyon, Commission Chair

  
\_\_\_\_\_  
Scott Hege, County Commissioner

  
\_\_\_\_\_  
Steve Kramer, County Commissioner

**WASCO COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION  
MAY 1, 2013**

**DISCUSSION LIST**

**ACTION AND DISCUSSION ITEMS:**

1. [USDA Cooperative Service Agreement](#)
2. [Signal Hill Lease](#)
3. [Tractor Purchase](#)
4. [Grant Application Resolution](#)

**ON HOLD:**

1. Wasco County website improvement



**Discussion Item**  
**USDA Cooperative Service Agreement**

- [USDA Letter](#)
- [Cooperative Service Agreement](#)



United States  
Department of  
Agriculture

Animal and  
Plant Health  
Inspection  
Service

Wildlife  
Services

Oregon State Office

6135 NE 80<sup>th</sup> Ave.  
Suite A-8  
Portland, OR 97218  
(503) 326-2346

April 10, 2013

Ms. Kathy White  
Wasco County Board of Commissioners  
511 Washington Street, Suite 302  
The Dalles, OR 97058-2237

Dear Kathy:

Enclosed are three copies for signature of the Cooperative Service Agreement (CSA) for your county for the period July 1, 2013 through June 30, 2018. Every five years APHIS Wildlife Services must sign a new CSA which establishes the general and legal terms between Wasco County and APHIS Wildlife Services. The last CSA was signed in 2009.

The annual Work and Financial Plan which outlines the financial obligations between the two cooperating entities will be sent at a later date when our budget request to your county has been approved.

If the Agreement is agreeable to the county, it should be signed by a county representative and all three copies sent back to our office. A fully executed copy will be sent to you once all parties have signed.

I welcome the opportunity to address your questions or concerns. Contact me by email at [deborah.h.stalman@aphis.usda.gov](mailto:deborah.h.stalman@aphis.usda.gov) or by phone 503-326-2346.

Sincerely,

Deborah Stalman  
Supervisory Budget Analyst

Enclosure



Safeguarding American Agriculture  
APHIS is an agency of USDA's Marketing and Regulatory Programs

An Equal Opportunity Provider and Employer



**COOPERATIVE SERVICE AGREEMENT**  
**between**  
**WASCO COUNTY (COOPERATOR)**  
**and**  
**UNITED STATES DEPARTMENT OF AGRICULTURE**  
**ANIMAL AND PLANT HEALTH INSPECTION SERVICE**  
**WILDLIFE SERVICES (WS)**

**ARTICLE 1 – PURPOSE**

The purpose of this Agreement between Wasco County, Oregon and USDA APHIS Wildlife Services (APHIS-WS) is to conduct wildlife damage management (WDM) activities in Wasco County. These activities will strive to control predatory and nuisance species in and around Wasco County, to reduce damage to livestock and human health and safety threats.

**ARTICLE 2 - AUTHORITY**

APHIS WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101 Stat. 1329-331, 7 U.S.C. 426c), for the Secretary of Agriculture to cooperate with States, individuals, public and private agencies, organizations, and institutions in the control of wild mammals and birds that are reservoirs for zoonotic diseases, or are injurious or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and public health and safety.

**ARTICLE 3 - MUTUAL RESPONSIBILITIES**

The Cooperator and WS agree:

- a. To confer and plan a WDM program that addresses the need for managing conflicts caused by predatory and nuisance species in and around Wasco County, Oregon. Based on this consultation, WS will formulate annually, in writing, the program work plan and associated budget and present them to the Cooperator for approval.
- b. Each year the Cooperator and APHIS-WS must agree to and sign the annual Work and Financial Plans, which upon execution are incorporated into this Agreement by reference.
- c. When either of the Cooperating parties address the media or incorporate information into reports and/or publications, both Cooperating parties must agree, in writing, to have their identities disclosed when receiving due credit related to the activities covered by this agreement.
- d. That APHIS-WS has advised the Cooperator that other private sector service providers may be available to provide wildlife management services and notwithstanding these other options, Cooperator requests that APHIS-WS provide wildlife management services as stated under the terms of this Agreement.

**ARTICLE 4 - COOPERATOR RESPONSIBILITIES**

The Cooperator agrees:

- a. To designate \_\_\_\_\_ Wasco County 511 Washington Street, Suite 302, The Dalles, OR 97058-2237 (541) 298-3607 as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this Agreement;
- b. To reimburse APHIS-WS for costs, not to exceed the annually approved amount specified in the Work and Financial Plan. If costs are projected to exceed the amount reflected in the Financial Plan, the Work and Financial Plan shall be formally revised and signed by both parties before services resulting in additional costs are performed. The Cooperator agrees to pay all costs of service submitted via an

invoice within 30 days of the date of the submitted invoice or invoices as submitted by APHIS-WS. Late payments are subject to interest, penalties, and administrative charges and costs as set forth under the Debt Collection Improvement Act of 1996. If the Cooperator is delinquent in paying the full amount of the due service costs submitted by APHIS-WS, and/or is delinquent in paying the due late payments, and/or is delinquent in paying the interest, penalties, and/or administrative costs on any delinquent due service costs, APHIS-WS will immediately cease to provide the respective service associated with the submitted service costs. APHIS-WS will not reinstate or provide the respective service until all due service costs, and/or due late payments, and/or due interest, penalty, and/or administrative costs are first paid in full.

- c. To provide a Tax Identification Number or Social Security Number in compliance with the Debt Collection Improvement Act of 1996.
- d. As a condition of this Agreement, the Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.

#### **ARTICLE 5 – WS RESPONSIBILITIES**

WS agrees:

- a. To designate Daveid E. Williams, State Director, Wildlife Service, 6135 NE 80<sup>th</sup> Avenue, Suite A-8, Portland, Oregon (503) 326-2346 as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this Agreement;
- b. The performance of wildlife damage management actions by WS under this agreement is contingent upon a determination by WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable environmental statutes. WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance;
- c. To provide qualified personnel and other resources necessary to implement the approved WDM activities delineated in the Work and Financial Plan referenced in 3.a of this Agreement.
- d. To bill the Cooperator for costs incurred in performing WDM activities as authorized in the approved annual Work and Financial Plan as may be amended.
- e. To notify the Cooperator if costs are projected to exceed the amounts estimated and agreed upon in the Financial Plan. WS will cease providing goods or services until a revision to the Work and Financial Plan, as appropriate, have been agreed to and signed by both parties to this Agreement.
- f. Authorized auditing representatives of the Cooperator shall be accorded reasonable opportunity to inspect the accounts and records of WS pertaining to such claims for reimbursement to the extent permitted by Federal law and regulations.

#### **ARTICLE 6 – WS CONDITIONS**

For costs borne by WS, this agreement is contingent upon the passage of the Agriculture, Rural Development, and Related Agencies Appropriation Act for the current fiscal year from which expenditures may be legally met and shall not obligate APHIS upon failure of Congress to so appropriate. This Agreement also may be reduced or terminated if Congress provides APHIS funds only for a finite period under a Continuing Resolution.

#### **ARTICLE 7 – ASSURANCES**

Nothing in this agreement shall prevent any other State, agency, organization or individual from entering into separate agreements with WS the Cooperator for the purpose of managing wildlife damage.



## **ARTICLE 8 – CONGRESSIONAL RESTRICTIONS**

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this agreement or to any benefit to arise therefrom.

## **ARTICLE 9 – APPLICABLE REGULATIONS**

All WDM activities will be conducted in accordance with applicable Federal, State, and local laws and regulations.

This agreement is not a procurement contract (31 U.S.C. 6303), nor is it considered a grant (31 U.S.C. 6304). In this agreement, APHIS provides goods or services on a cost recovery basis to nonfederal recipients.

## **ARTICLE 10 – LIABILITY**

APHIS assumes no liability for any actions or activities conducted under this agreement except to the extent the recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 USC 1346(b), 2401(b), 2671-2680).

## **ARTICLE 11 – AGREEMENT EFFECTIVE DATE**

This Agreement shall become effective on July 1, 2013 and shall continue through June 30, 2018. This agreement may be amended at any time by mutual agreement of the parties in writing. It may be terminated by either party upon 60 days written notice to the other party. Further, in the event the Cooperator does not for any reason reimburse expended funds, WS is relieved of the obligation to continue any operations under this agreement.

### **AUTHORIZATION:**

WASCO COUNTY  
511 Washington Street, Suite 302  
The Dalles, OR 97058-2237  
Tax Identification Number: 93-6002315

\_\_\_\_\_  
Cooperator Representative, Wasco County

\_\_\_\_\_  
Date

UNITED STATES DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE  
WILDLIFE SERVICES  
Tax Identification Number: 41-0696271

\_\_\_\_\_  
State Director, Oregon

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director, Western Region

\_\_\_\_\_  
Date

**Discussion Item**  
**Signal Hill Lease**

- [Memo](#)
- [Lease](#)



---

---

**MEMORANDUM**

---

---

**TO:** BOARD OF COUNTY COMMISSIONERS  
**FROM:** KATHY WHITE  
**SUBJECT:** SIGNAL HILL LEASE  
**DATE:** 4/24/2013

---

BACKGROUND INFORMATION

This is a lease renewal with the following changes to the current lease:

Section	Current Language	New Language
I Term	Two years	Five years
II Rent	One-hundred fifty dollars per month	Two-hundred dollars per month
II Rent	Lessee is granted the right to an additional five year term under the same terms and conditions except that monthly rent at the renewal period shall be increased fifty dollars (\$50.00) per month. Lessee will re-roof the building and install an additional 30 foot pole on the site in lieu of rent for the period of July 2008 to June 2009. Lessee will be responsible for all permits and approvals required to install the 30 foot pole. This work is to be performed in a timely manner but must be completed by June 30, 2009.	This section has been removed from the lease.
XII Insurance	One million dollars per occurrence, two million dollars annual aggregate.	Two million dollars per occurrence, three million dollars annual aggregate.

## **Translator Site Lease**

THIS LEASE by and between Wasco County referred to as Lessor, and Bicoastal Media Columbia River LLC, hereinafter referred to as Lessee, witnessed:

WHEREAS, Lessor is the occupant of the tower and premises located on Signal Hill (aka Seufert Hill) in the vicinity of The Dalles, Oregon.

WHEREAS, Lessee is the owner and operator of the FM Translator K245AF and desires to lease from the Lessor space in said building and on said tower occupied by Lessor.

I

### Term

The initial term of this lease shall be for a period of five years commencing on July 1, 2013 and ending on June 30, 2018.

Option to Extend If Lessee is not in default, Lessee shall have the option to extend this Lease for two (2) additional extension terms of two (2) years each. Each extension term shall commence on the day following the expiration of the immediately preceding term. Notice exercising the extension option shall be delivered to Lessor in writing not less than ninety (90) days prior to the expiration of the then current term. Unless otherwise agreed in writing, if such notice is given, all terms and conditions of this Lease, other than the rent, shall apply during the extension term. Rent for the extension terms shall be negotiated with the goal of establishing a mutually agreed fair market rate. In the event the parties are unable to agree on a fair market rental rate for the extension term this Lease may be cancelled with no further obligation to the other. In the event the Lease is cancelled pursuant to the provisions of the previous sentence, the termination date for the then current term shall be the later of i) the natural expiration of such term or ii) a date six (6) months after written notice is given by either party to the other that a fair market rental rate for the option term cannot be agreed upon. If the natural expiration of the then current term is extended pursuant to sub clause (ii) of the previous sentence, the rental rate for the extended term period shall not be increased during such extended period.



## II

The rent received from this lease will be two hundred dollars (\$200.00) per month. Rent payment to commence on July 1, 2013. Lessee will be responsible for paying for cost of power for operation of Lessee's equipment.

## III

The premises will be used by Lessee solely and exclusively for one transmitter and receiver in the Lessor's building and installation of one receive and one transmit antenna on the Lessor's tower for FM Translator K245AF. Lessee agrees to comply with all applicable laws and regulations with respect to the use of leased premises. Any interference with others as a result from Lessee installation and usage of equipment is the sole responsibility of the Lessee to correct. It is further understood that the Lessee is responsible for all licenses and permits required to operate the radio station and Lessor is not responsible for any unlawful act which may be the result of Lessee's programming or lack thereof.

## IV

Lessor has no right or interest in the equipment installed in the Lessor's building or on the Lessor's tower, and Lessee has sole responsibility to maintain equipment installed on the Lessor's tower and in the Lessor's building.

## V

Lessor has the right to lease space on its tower or other property not leased by Lessee so long as no interference to existing leases shall occur.

## VI

Lessor shall maintain at Lessor's expense the existing tower and building unless otherwise agreed upon. The Lessor agrees to restore or replace damages to Lessor's tower or building caused by fire or other casualties in a timely manner. Lessee has the right to terminate the existing lease in the event of fire or casualties; however Lessor has no obligation in compensating Lessee for loss in Lessee's equipment or antenna installed on the leased premises.

## VII

Lessee agrees to keep the premises and all structures free from rubbish and in neat and safe condition.

## VIII

Lessor will indemnify and hold Lessee free from all claims of any persons asserting claim for loss or damage arising from injuries to persons or property suffered while using the premise as agents, employees, or invitee of Lessor.

IX

Lessee will keep the roadway clear of all rubbish and debris. It is the responsibility of the Lessee to obtain permission from the landowner for the use of the access road.

X

Mechanics Liens: Lessee agrees to keep the leased premises free from all liens for labor and materials furnished to them in connection with the performance of any work or construction on leased premises.

XI

Liabilities for injuries: Lessee hereby releases Lessor from any liability for injury to persons or property employed by them in the conduct of its business and agrees to indemnify and hold the Lessor free and harmless from all claims of any persons who may assert a claim for loss or damage arising from injuries to persons or property suffered while using said premises as agents, employees, or invitees of the Lessee.

XII

Insurance: Lessee agrees during the term of this lease to maintain and keep in force liability insurance against claims of injury, death or property damage. The total liability policy to be in the amount of two million dollars, per occurrence, three million dollars annual aggregate. Lessee to provide a certificate of such insurance to Lessor.

XIII

Default of Lessee: Should Lessee default in the payment of any of the rents due the performance of covenants, or the agreements herein agreed to be performed by the Lessee, after 30 days notice in writing of such default or breach shall having failed to cure the same, Lessor may enter the premises and remove all property therein.

XIV

Attorney's Fees: Should it become necessary for either party to commence any action to enforce any provisions of this lease, the prevailing party in said action shall be entitled to reasonable attorney's fees to be awarded by the court as part of the judgment therein. Attorney fees shall be the sole responsibility of each party.

XV

Notices: Any notices required under this lease may be given by mailing United States Certified Mail with postage paid to Lessor and Lessee respectively at the address set forth to their respective signatures. Any change of address to be in written notification.



This lease shall be binding upon heirs, executors, administrators, assigns and successors of the parties hereto.

IN WITNESS WHEREOF, we have hereunto set our hand the days and years first written and noted.

For Bicoastal Media Columbia River LLC

For Wasco County

Wasco County Board of Commissioners

\_\_\_\_\_  
Gary M. Grossman  
Regional Vice President

\_\_\_\_\_  
Rod Runyon, Chair

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

\_\_\_\_\_  
Scott Hege, County Commissioner

Address: 719 E. 2<sup>nd</sup> Street  
The Dalles, OR 97058

\_\_\_\_\_  
Steve Kramer, County Commissioner

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

Address: 511 Washington Street, Suite 101  
The Dalles, OR 97058

APPROVED AS TO FORM

\_\_\_\_\_  
Eric J. Nisley  
Wasco County District Attorney

## **Discussion List Item**

### **Tractor Purchase**

- [Linn Benton Tractor](#)
- [Frank – Kubota](#)
- [Sheppard's](#)



Tyler Stone &lt;tylers@co.wasco.or.us&gt;

---

**Re: Kubota ZD331**

---

**Zachary Harvey** <zacharyharvey10@gmail.com>  
To: tylers@co.wasco.or.us

Mon, Apr 15, 2013 at 8:03 PM

On Apr 15, 2013 12:00 PM, "George King" <george@linnbentontractor.com> wrote:

Wasco Co. Fair

81849 Fairgrounds Rd

Tygh Valley, Or 97063

Kubota ZD331LP-72

0 turn mower

Kubota dsl

72" mower deck

\$13,475.00 w/discounts applied – FOB Tangent, Or

George King

Linn Benton Tractor

541-905-4699 (cell)

541-926-1811 (store)

Linn Benton Tractor Co.





**WASCO  
COUNTY**

Tyler Stone <tylers@co.wasco.or.us>

---

**Re: zd331**

---

**Zachary Harvey** <zacharyharvey10@gmail.com>

Mon, Apr 15, 2013 at 7:56 PM

To: tylers@co.wasco.or.us

On Apr 8, 2013 4:10 PM, "Frank Platt" <frank.kubota@bendbroadband.com> wrote:

Zach here is your ZD331 Quote 14250.00 delivered to wasco county Fair Grounds. Thanks  
Frank . 541-548-6744

# SHEPPARD'S

## Kubota Commercial Mowers

### **Kubota ZG332**

3 cyl, 32HP, Liquid Cooled Gas Engine  
72" Professional Deck  
\$11,500.00

### **Kubota ZD331**

3cyl, 31HP Kubota Diesel Engine  
72" Professional Deck  
\$13,000.00

## John Deere Mid-Duty Mower

### **John Deere Z930M Mower**

25HP, Air Cooled Engine (Kawasaki)  
72" Deck  
\$7,500.00

### **Notes:**

The Kubota Gas model is much more a professional mower than the John Deere mid-duty 930. The engine is a 3cyl that is liquid cooled. Much smoother and quieter than an air cooled engine. The frame and deck will also be heavier duty than the Deere.

## **Agenda Item**

### **Grant**

- [Intro Email](#)
- [Grant Application](#)
- [Grant Application Resolution](#)





Kathy White <kathyw@co.wasco.or.us>

---

## 2013-14 A&T Grant Resolution

1 message

---

**Tim Lynn** <timl@co.wasco.or.us>  
To: Kathy White <kathyw@co.wasco.or.us>

Tue, Apr 30, 2013 at 8:34 AM

Kathy...

Attached is a copy of the grant application for your reference and the Resolution requiring Rod's signature.

Looking at last year's file, the Resolution was "Approved as to Form" by Eric and then signed by Rod.

My deadline for submission is today, so if you can make this happen this morning, that would be awesome. Let me know if you need anything else.

Thanks,

Tim...

—

Tim R. Lynn  
Assessor/Tax Collector

Wasco Co. Dept. of Assessment and Tax  
511 Washington St., #208  
The Dalles, OR. 97058

Phone: (541) 506-2512  
FAX: (541) 506-2511  
Email: [timl@co.wasco.or.us](mailto:timl@co.wasco.or.us)

---

### 2 attachments



**2013-14 Grant Resolution.pdf**  
67K



**2013-14 Grant Application.pdf**  
594K



# Form 1 Grant Application Staffing

2013-14

County <u>Wasco</u>	COLUMN 1 Approved FTE Current Year (2012-13)	COLUMN 2 Budgeted FTE Coming Year (2013-14)	COLUMN 3 Change (Column 2 less Column 1)
<b>A. Assessment Administration</b>			
Assessor, Deputy, etc. ....	0.77	0.93	0.16
Assmt. Support Staff, Deed Clerks, & Data Entry Staff	2.46	2.26	(0.20)
Total Assessment Administration .....	3.23	3.19	(0.04)
<b>B. Valuation-Appraisal Staff</b>			
Chief Appraisers/Appraiser Supervisor .....	0.86	0.85	(0.01)
Lead Appraisers .....	0.00	0.00	0.00
Residential Appraisers .....	0.78	0.76	(0.02)
Commercial/Industrial Appraisers .....	0.12	0.12	0.00
Farm/Forest/Rural Appraisers .....	0.69	0.52	(0.17)
Manufactured Structure/Floating Structure Appraisers	0.07	0.08	0.01
Personal Property Appraisers .....	0.38	0.37	(0.01)
Personal Property Clerks .....	0.26	0.26	0.00
Sales Data Analyst .....	0.13	0.13	0.00
Data Gatherers & Appraisal Techs .....	0.79	1.18	0.39
Total Valuation-Appraisal Staff .....	4.08	4.27	0.19
<b>C. Clerk/BOPTA Staff</b>	0.08	0.08	0.00
<b>D. Tax Collection &amp; Distribution Administration</b>			
Administration, Deputy, etc. ....	0.29	0.34	0.05
Support & Collection Staff .....	1.33	1.12	(0.21)
Tax Distribution .....	0.57	0.57	0.00
Foreclosure & Garnishment .....	0.04	0.06	0.02
Total Tax Collection & Distribution Staff .....	2.23	2.09	(0.14)
<b>E. Cartography &amp; GIS Administration</b>			
Cartographic/GIS Supervisor .....	0.50	0.50	0.00
Lead Cartographer .....	0.00	0.00	0.00
Cartographers .....	0.00	0.00	0.00
GIS Specialist .....	0.30	0.30	0.00
Total Cartographic & GIS Staff .....	0.80	0.80	0.00
<b>F. A&amp;T Data Processing Staff</b>	0.50	0.50	0.00
<b>G. Total A&amp;T Staffing (the sum of A-F above)</b>	10.92	10.93	0.01



## Form 2 Explanation of Staffing Issues

2013-14

County Wasco

In this section, explain any difference between approved staffing for the current year and staffing for the budgeted year. Explain why any funded positions were unfilled for the current year. Use this form to describe the intended use of nonpermanent workers (temporary help, project temporaries, and contractors) by A&T function, along with their cost. Note any special or unique aspects regarding who accomplishes the work and how they accomplish it related to Forms 4, 5, and 6. For example, if you use staff to perform personal property functions, other than reported on Form 1, Section B, note that here and include the FTE.

### Staffing Issues/Changes:

#### 1) Retirement of Chief Tax Deputy 9/1/13.

Plan to promote Office Spec II to Tax Deputy position 9/13 as transition to Chief Tax Deputy 9/14. Plan to re-hire Office Spec II 9/13 to fill vacancy. No change to FTE of Tax function positions.

#### 2) Retirement of Chief Assessment Deputy 5/1/14.

Plan to hire Deputy Assessor as interim position 9/13 to transition to Chief Assessment Deputy position and assist Tax Collection function during the overlap period. Ultimately this will replace the Chief Assessment Deputy position. This 10 months interim position is above the basic 9.0 FTE core for the office and is not included on Form 2.

#### 3) Data Conversion project in Proval is ongoing. (See also Form 3 General Comments).

Plan to hire temporary full-time Data Entry Position 11/13 for duration of conversion project. This 8 month temporary position is above the basic 9.0 FTE core for the office and is not included on Form 2. See Form 3 for more detail regarding Data Conversion project in Proval that is ongoing.





## Form 3 General Comments

2013-14

County Wasco

Use this form to describe any issue in your budget that needs further clarification. Examples would be significant changes on Form 7, purchase of a new data processing system, salary increases, new car purchases, personal services costs for mapping, etc. You may also use this form to document any miscellaneous comments.

Currently we are about 18 months into a software conversion from the Awbrey AS400 system to the Thomas Reuters - Proval and Ascend systems (fka Manatron). Proval software went live last year and Ascend will go-live about 6/30/13. We intend to use Ascend for assessment, tax calculation and extension, billing and collections for the current 2013-14 fiscal year.

The Proval conversion requires much data entry into the new system. Converting paper diagrams and the appraisals into Proval with the intended outcome being recalculation. Progress in the Proval Conversion so far includes conversion of all Appraisal Area 3 properties (5,571 accounts) and all Personal Property Manufactured Structure (908 Accounts). Also the land portions in AA 1 (3,058 accounts), AA 2 (1,099 accounts) and VA 507 (1,468 accounts). These values will be recalculated for the 2013-14 assessment.

This leaves Appraisal Areas 1, 2, 4, 5, and 6 still to be converted with conversion work done on the land only in AA 1, 2 and VA 507. A significant portion of the work has been completed but there is still much work to do.

To that end we plan to hire a temporary Data Entry position for the duration of the conversion project for which we planned to do at least one AA per year. It is hoped the Data Entry position might accelerate the conversion project. We also plan to join the county consortium for support of the new software provided by Lane County around 7/1/13.



# Form 4 Valuation—Appraisal Resources

2013-14

County <u>Wasco</u>	Number of Accounts by Activity		Number of FTE by Activity	
	Actual 2012-13	Estimated 2013-14	Actual 2012-13	Estimated 2013-14
<b>Activities</b>				
<b>1. Real Property Exceptions, Special Assessments, and Exemptions</b>				
New Construction .....	845	1050	1527.00	1538.50
Zone Changes .....	0	1	0.00	0.00
Subdivisions, Segregations, Consolidations .....	92	96	0.00	0.00
Omitted Properties .....	23	40	141.75	119.00
Special Assessment Qualification and Disqualification .....	32	35	181.25	185.00
Exemptions .....	15	15	15.00	21.00
Subtotal .....	1,007	1,237	1,865.00	1,863.50
<b>2. Appeals and Assessor Review</b>				
Assessor Review and Stipulations .....	113	283	302.50	297.50
BOPTA .....	21	40	225.00	204.50
Department of Revenue .....	0	0	0.00	0.00
Magistrate Division—Tax Court .....	2	5	19.00	22.00
Regular Division—Tax Court .....	0	0	0.00	0.00
Subtotal .....	136	328	546.50	524.00
<b>3. Real Property Valuation</b>				
Physical Reappraisal .....	0	0	0.00	0.00
Recalculation only—no appraisal review .....	11775	6647	0.00	0.00
Subtotal .....	11,775	6,647	0.00	0.00
<b>4. Business Personal Property (returns mailed) .....</b>	1800	1700	984.75	960.00
<b>5. Ratio .....</b>			204.00	204.00
<b>6. Continuing Education .....</b>			91.50	123.00
<b>7. Other Valuation—Appraisal Activity .....</b>			3060.25	2825.75
<b>8. Total Valuation—Appraisal Staff (FTE) .....</b>			6,752.00	6,500.25

Form 4 line 8 should match Form 1, section B. If these figures do not match, use Form 2 or 3 to explain why.



**Form 5**  
**Tax Collection/Distribution**  
**Work Activity**

**2013-14**

County Wasco

**Number of Accounts  
by Activity**

Actual 2012-13	Estimated 2013-14
-------------------	----------------------

**1. Number of accounts requiring roll corrections**

Business Personal Property .....	10	15
Personal Property Manufactured Structures .....	9	15
Real Property .....	224	300

**2. Number of accounts requiring a refund**

Business Personal Property .....	2	3
Personal Property Manufactured Structures .....	7	10
Real Property .....	90	120

**3. Number of delinquent tax notices sent**

Business Personal Property .....	75	80
Personal Property Manufactured Structures .....	318	350
Real Property .....	2165	2350

**4. Number of foreclosure accounts processed**

Real Property only .....	296	350
--------------------------	-----	-----

**5. Number of accounts issued redemption notices**

Real Property only .....	6	10
--------------------------	---	----

**6. Number of warrants**

	76	100
--	----	-----

**7. Number of garnishments**

	0	0
--	---	---

**8. Number of seizures**

	0	0
--	---	---

**9. Number of bankruptcies**

	107	110
--	-----	-----

**10. Number of accounts with an address change processed**

	0	0
--	---	---

**11. How many second trimester statements do you mail?**

	3121
--	------

**12. How many third trimester statements do you mail?**

	2576
--	------

**13. Does the county contract for lock box service?**

☐ Yes ☒ No

**14. Does the county use in-house remittance processing?**

☐ Yes ☒ No

**15. If tax collector is combined with another county function, please describe that function.**  
Assessor and Tax Collector are combined. Item 10 was determined to be an assessment function included in deed transactions.





**Form 6**  
**Assessment and Administrative**  
**Support and Cartography**  
**Work Activity**

**2013-14**

County Wasco

**Assessment and Administrative Support**  
**Work Activity**

	<u>Numbers by Activity</u>	
	<u>Actual</u> 2012-13	<u>Estimated</u> 2013-14
1. Number of Deeds Worked .....	<u>1076</u>	<u>1150</u>

**Cartography Work Activity**

	<u>Numbers by Activity</u>	
	<u>Actual</u> 2012-13	<u>Estimated</u> 2013-14
1. Number of new tax lots .....	<u>0</u>	<u>0</u>
2. Number of lot line adjustments .....	<u>0</u>	<u>0</u>
3. Number of consolidations .....	<u>0</u>	<u>0</u>
4. Number of new maps .....	<u>0</u>	<u>0</u>
5. Number of tax code boundary changes .....	<u>0</u>	<u>0</u>



# Form 7 Summary of Expenses

2013-14

County Wasco

Current Operating Expenses	A. Assessment Administration	B. Valuation	C. BOPTA	D. Tax Collection & Distribution	E. Cartography*	F. A&T Data Processing	TOTALS
1. Personal Services	261759	293974	2994	198012	63275	36946	\$856,960
2. Materials & Services	8846	23296	750	24071	14000	113902	\$184,865
3. Transportation	2740	8213	0	0	0	0	\$10,953
4. Total Current Operating Expenses (Total Direct Expenses)	\$273,345	\$325,483	\$3,744	\$222,083	\$77,275	\$150,848	\$1,052,778

\* Include ORMAP-approved grant funding

## Indirect Expenses

5. Total Direct Expenses (line 4) .....	\$1,052,778
6. If you use the 5 percent method to calculate your indirect expenses, enter .05 in this box. ....	0.05000
<b>Total Indirect Expenses</b> (line 5 × line 6).....	\$52,639
6A. If you use a percent amount approved by a federal granting agency to calculate your indirect expenses, enter that percentage in this box .....	0.00000
<b>Total Indirect Expenses</b> (line 6A × the direct expense amount for the category/categories that your certificate allows) .....	\$0
7. <b>Total Indirect Expenses</b> .....	\$52,639

## Capital Outlay

	Assessment Administration	Valuation	BOPTA	Tax Collection & Distribution	Cartography	A&T Data Processing	Total Capital Outlay Without Regard to Limitation
8. Enter the actual capital outlay without regard to limitation.	0	0	0	0	0	0	\$0
9. Total direct and indirect expenses (line 4 + line 7) .....							\$1,105,417
10. Direct and indirect expenses × 0.06 .....							\$66,325
11. The greater of line 10 or \$50,000 .....							\$66,325
12. Capital outlay (the lesser of line 8 or line 11) .....							\$0
13. Total expenditures for CAFFA consideration (line 4 + line 7 + line 12) .....							\$1,105,417

## Grant Application Resolution

\_\_\_\_\_ Wasco \_\_\_\_\_ County is applying to the Department of Revenue in order to participate in the Assessment and Taxation grant.

This state grant provides funding for counties to help them come into compliance or remain in compliance with ORS 308.232, 308.234, Chapters 309, 310, 311, 312, and other laws requiring equity and uniformity in the system of property taxation.

\_\_\_\_\_ Wasco \_\_\_\_\_ County has undertaken a self-assessment of its compliance with the laws and rules that govern the Oregon property tax system. County is generally in compliance with ORS 308.232, 308.234, Chapters 309, 310, 311, 312, and other laws requiring equity and uniformity in the system of property taxation.

\_\_\_\_\_ Wasco \_\_\_\_\_ County agrees to appropriate the budgeted dollars based on 100 percent of the expenditures certified in the grant application in the amount of \$1,105,417, the total expenditure amount for consideration in the grant. If 100 percent is not appropriated, no grant shall be made to the county for the quarter in which the county is out of compliance.

County designates:

_____ Tim Lynn _____	_____ (541) 506-2512 _____	_____ timl@co.wasco.or.us _____
Name	Telephone	E-mail Address

as the county contact person for this grant application.

\_\_\_\_\_  
Signature of Chairperson or Judge of Governing Body

\_\_\_\_\_  
Date Signed



**WASCO COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION  
MAY 1, 2013**

**CONSENT AGENDA**

1. [Minutes](#)

- a. [4.17.2013 Regular Session Minutes](#)

2. [Appointments](#)

- a. [The Dalles Watershed](#)
- b. [BOPTA](#)
- c. [Historic Columbia River Highway Advisory Committee](#)
- d. [MCEDD](#)
- e. [Special Transportation Advisory Committee](#)

## **Consent Agenda Item Minutes**

- [4.17.2013 Regular Session Minutes](#)



WASCO COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION  
APRIL 17, 2013

PRESENT: Rod L. Runyon, Chair of Commission  
Scott Hege, County Commissioner  
Steve Kramer, County Commissioner  
Tyler Stone, County Administrator  
Kathy White, Executive Assistant

At 9:00 a.m. Chair Runyon opened the Regular Session of the Board of Commissioners with the Pledge of Allegiance. Ms. White asked to add a fee waiver request to the agenda to be presented by Planning Director John Roberts before or after his already scheduled agenda item.

**Discussion List Item – Staff Retirement & Introductions**

Chair Runyon introduced Glenn Pierce, Environmental Health Specialist Supervisor, who is retiring after 28 years of service. Mr. Pierce related some of his more interesting experiences with the County concluding by saying he has been privileged and honored to serve the people in this region. Co-workers praised Mr. Pierce and expressed their best wishes. Chair Runyon congratulated Mr. Pierce and presented him with a retirement certificate.

Public Health Director Teri Thalhofer commented on the remarkable things Mr. Pierce has accomplished during his tenure with the County. She went on to introduce Environmental Health Specialists Kevin Dworschak and John Zalaznik who will be managing Mr. Pierce's responsibilities until a replacement is hired.

**Open to the Public – Richard Murray**

Richard Murray came forward with a letter requesting that the Board contact the Department of Justice to investigate the activities of the Wasco County Assessor's Office. He stated that he has been harassed and abused by the Assessor's Office for over twenty years. He asked that the Board sign a copy of the letter to acknowledge its receipt.

Chair Runyon asked why Mr. Murray did not make the request directly to the Department of Justice. Mr. Murray responded that he wanted to give the Board an opportunity to be involved. He went on to say that if he turns it in directly to the DOJ and is found to be right, he will pursue racketeering charges.

Chair Runyon signed a copy of the letter indicating that the Board had received it; he accepted the original and advised Mr. Murray that the Board would turn the letter over to County counsel for review.

**Discussion List Item – Eden Contract**

Ms. Thalhofer explained that she had only recently come to understand that the amendment before the Board was to the original contract with the County and not just to the recently submitted quote. There has not been time to review the original contract as it relates to the amendment.

Commissioner Hege observed that it might be more efficient to negotiate a separate contract so that additional costs are not incurred when Public Health separates from the County. Ms. Thalhofer replied that it is hard to know what the impact will be; while Public Health will be purchasing the system, the County will be operating the system. She stated she would explore the possibilities with the vendor.

Commissioner Hege noted that in the amendment it outlines \$50,000 for services will be invoiced as they are provided. He interpreted that to mean that the County won't pay for services that have not been rendered.

Information Systems Manager Paul Ferguson responded that Tyler Technologies has always been reliable in following that policy. Chair Runyon asked Mr. Stone to take the lead on this issue.

Ms. Thalhofer stated that once she has the original contract, she will review it as well as the amendment with District Attorney Nisley.

**Discussion List Item – Board of Property Tax Appeals**

Commissioner Hege explained that the terms of current members of BOPTA will be expiring at the end of June. He expressed concern that all three may either be unavailable or will soon step down from their duties due to advancing age. He suggested that it would be prudent to appoint more than three members so that



the newer members would have time to undergo the required training and the opportunity to benefit from the experience of the current members.

**\*\*\*The Board was in consensus to direct Ms. White to move forward with not only reappointing current members but soliciting for additional members.\*\*\***

**Discussion List Item – Treasurer’s Report**

Chair Runyon asked County Treasurer Chad Krause how the balance shown in his report compared to last year at this time. Mr. Krause responded that he has not compared the two, explaining that the amount in the report reflects the balance for one day and is not a monthly average.

The Board had no other questions.

**Discussion List Item – Compensation Committee Appointment**

Commissioner Hege asked Mr. Stone to explain the function of the Compensation Committee. Mr. Stone responded that the committee consists of three members that meet annually to review the compensation for elected officials. He said that the County has expanded their role to include a review of Director level compensation within the County.

Chair Runyon outlined John Hutchison’s background demonstrating his qualifications for the appointed position for which he has applied. Commissioner Hege interjected that what he likes about the committee is that it allows input from the private sector. He added that he did not see the application in the Board Packet. Ms. White will send it out to all Board members and apologized for the oversight.

**{{{Commissioner Kramer moved to approve Order #13-091 appointing John Hutchison to the Wasco County Compensation Committee. Commissioner Hege seconded the motion which passed unanimously.}}}**

**Agenda Item – Road Advisory Committee Presentation**

Chuck Covert thoroughly reviewed a Power Point presentation (see attached) for the Board. He explained that the Road Advisory Committee’s intent is to take the presentation to schools, ranchers, orchardists, and service organizations throughout the County to educate the public and solicit their feedback. He stated that while the County budget has not been finalized, it is already known that there

is a shortage for the road department that will become even more severe next year. He also asked the Board to provide input as to how they might improve the presentation.

Commissioner Hege suggested that they might look at large scale development, like energy projects, to generate some revenue. He also suggested that they more thoroughly explain the reason for maintaining an emergency road reserve; people need to understand that it is not a long term solution to the shortage and that it needs to be maintained in case of an emergency. In addition, he recommended adding some history regarding what led to the shortage; he specifically cited the loss of timber revenue due to the curtailing of logging activity for wildlife protection.

Chair Runyon advocated for the Committee to work with The Dalles Chronicle to run a series of columns in the paper to reach a broad audience. In addition, he encouraged them to bring groups with common interests together for the presentation which would create an environment for collaboration. He advised that they make the presentation in teams which brings a broader ability to respond to questions and gather information. He also suggested they develop a one-page take-home document that summarizes the presentation.

Further discussion ensued regarding the benefits of going on a tour of County roads with the Roads Master.

Commissioner Hege recapped the intention of the Committee to reach out to the community to educate and gather feedback, returning to the Board at a future time to report their findings and make recommendations. Mr. Covert confirmed that to be their plan.

The Board expressed their appreciation for the initiative and hard work of the Road Advisory Committee.

#### **Agenda Item – County Investment Policy**

County Treasurer Chad Krause came forward to explain the County Investment Policy. He stated that the policy follows the basic recommendations of the State, saying that it is very similar to the policies of other Oregon counties. He stated that some of the language is out-of-date such as FDIC language that no longer applies since the FDIC rules have been modified since the creation of the investment policy. There were other instances where it would be appropriate to

adjust language to more accurately reflect current practices. Commissioner Hege pointed out that the document references County Court; that should be changed to County Board of Commissioners throughout the policy.

Chair Runyon asked if the County should consider investing outside the LGIP (Local Government Investment Pool). Mr. Krause replied that some counties have funds above the \$45 million dollar LGIP maximum and must invest the overage outside of the LGIP. Wasco County does not face that issue. He cautioned that investing outside the LGIP could cause overinvestment in single instruments as the LGIP already invests in commercial paper. He added that Oregon's rate of return through the LGIP far surpasses that of surrounding states.

Mr. Stone noted that the policy should include a backup plan in the event the Treasurer is incapacitated for any reason.

Chair Runyon thanked Mr. Krause for the information and his recommendations. He asked that Mr. Krause draft a rewrite of the policy and return to the Board when it is ready for review.

#### **Agenda Item – Surplus Vehicles**

Chief Deputy Lane Magill explained that two of the vehicles surplussed at the last Board session should have gone into the County roll-down program and therefore should not have been surplussed. He asked that the Board rescind their previous order and approve an order surplusing only two of the vehicles. He reported that the two appropriately surplussed vehicles sold for more than expected.

**{{{Commissioner Hege moved to rescind Order #13-073. Commissioner Kramer seconded the motion which passed unanimously.}}}**

**{{{Commissioner Kramer moved to approve order #13-086 surplusing Sheriff's Department vehicles: Unit #05-04 2005 Dodge Durango, Unit #07-10 2007 Ford Taurus. Commissioner Hege seconded the motion which passed unanimously.}}}**

Chair Runyon called a recess at 10:32 a.m.

The session reconvened at 10:35 a.m.

**Agenda Item – Fee Waiver Request**

Mr. Roberts explained that he had received a fee waiver request Monday and views it as an emergency. The applicant has severe medical conditions and is a low-income resident of Wasco County. She needs a new deck that will allow her to access her home and has received funding for the deck from the Department of Human Services Ageing, Disabilities and Home Care Division. The \$500 planning fee was not included in the bid process and there is not enough money in the project budget to pay the fee. Mr. Roberts has communicated with the case manager and is confident that the project is necessary.

Chair Runyon asked if the expedited status of the request alters the cost. Mr. Roberts responded that it is the least expensive level.

Commissioner Hege noted that the process for this particular project is tied into the Scenic Act Area. He asked what impact that has on the cost. Mr. Roberts replied that were it not in the Scenic Act Area, there would be no County fee. He added that this particular request highlights the need for some of the fee schedule changes the Planning Department will be requesting.

**{{{Commissioner Kramer moved to waive the fee for the handicap wheelchair ramp being constructed by Kelso Construction for Linda Pullen. Commissioner Hege seconded the motion which passed unanimously.}}}**

Chair Runyon called a recess at 10:42

**Executive Session – Labor Negotiations**

At 10:44 a.m. the Board entered into Executive Session Pursuant to ORS 192.660(2)(d) for labor negotiator consultation.

At 10:46 a.m. the Board reconvened in regular session. Mr. Stone recommended the approval of the 2012-2014 Agreement between Wasco County and Federation of Parole and Probation Officers.

**{{{Commissioner Kramer moved to approve the 2012-2014 Agreement between Wasco County and Federation of Parole and Probation Officers. Commissioner Hege seconded the motion which passed unanimously.}}}**



**Consent Agenda – 4.3.2013 & 4.11.2013 BOCC Session Minutes, Board of Review Re-appointments, QLife Budget Committee Re-appointment**

Chair Runyon briefly reviewed the items included on the Consent Agenda, asking if any members of the Board had questions or concerns regarding any of the items included on the agenda. Commissioner Hege encouraged members of the Board to attend the next Board of Review session to get a better understanding of how that Board functions.

**{{{Chair Runyon moved to approve the Consent Agenda. Commissioner Kramer seconded the motion which passed unanimously.}}}**

**Discussion Item – Columbia River Gorge Commission Letter of Support**

Chair Runyon reminded the Board that at a previous session Rodger Nichols, Columbia River Gorge Commissioner, had requested a letter of support for the re-appointment of Sondra Clark to the Columbia River Gorge Commission. Chair Runyon read the letter (see attached).

**\*\*\*The Board was in consensus to sign the letter and send it to the Governors of both Oregon and Washington.\*\*\***

**Agenda Item – Energy Facilities: Final Application for Site Certificates**

Mr. Roberts returned to brief the Board regarding the status of the Brush Canyon Wind Power Facility application and to a lesser extent the PGE amended application for site certificate. He showed the Board the three volumes of documents representing the application for the Brush Canyon Wind Power Facility. He reported that he has looked at every page of the application and found it to be very thorough. He pointed out that Wasco County is one of many stakeholders being asked to comment but only one of two designated as a Special Advisory Board by EFSEC. He stated that the comment period for Brush Canyon closes on May 1, 2013, for PGE on May 6, 2013 – after that, the public hearing process will commence.

Mr. Roberts went on to explain that Wasco County has provided three rounds of substantive comments that allowed the applicant to address issues as they moved through the project. Sixty-eight percent of the 76,000 acre Brush Canyon project is located in Wasco County, east and north of Shaniko and Antelope. They plan to erect 9 towers and 223 turbines with an output of 540 mega watts.

Based on feedback from community meetings, Mr. Roberts believes they have the support of the surrounding communities.

While they have missed some things in their application, Mr. Roberts feels they have done a good job overall. Some of the items addressed in the application are not the purview of the County i.e., wildlife and raptors, wetlands and visual implications. The five issues Mr. Roberts feels need to be addressed further are:

1. Legal parcel determination
  - The applicant is willing to work with the Planning Department to determine if the parcels have been legally created
2. Road use agreement with the County
  - Road Master Marty Matherly has reviewed the application and will work with them for the road use agreement
3. Weed plan
  - Weed Supervisor Merle Keys has provided them with a weed plan which they will implement. They have expressed interest in using the County as a resource to effectuate the plan.
4. Lighting
  - Radar triggered lighting has not proven to be a viable solution as the technology is not yet perfected. The applicant will be looking seriously at the light pollution issue as they realize it is a major concern of the community
5. Fire plan
  - The applicant is addressing the fire issue by training employees and having firefighting equipment available. Beyond that, they plan to rely on volunteer fire departments to respond. Mr. Roberts does not believe this is an adequate plan and has suggested they bring the fire response issue to the State Fire Marshall to develop a more thorough and comprehensive plan.

Mr. Roberts went on to say that the construction window for the Brush Canyon project is 9-12 months and would provide 300 temporary and 30 permanent jobs.

Mr. Stone asked what hurdles they must overcome before breaking ground. Mr. Roberts replied that he expects they will get their EFSEC certificate in September or October and could come to us to break ground the week after the certificate is issued.

Chair Runyon asked what impact this will have on the Wasco County Economy. Mr. Stone stated that negotiations on a strategic investment plan have not begun but will commence once they have their certificate.

Commissioner Hege pointed out that SIPS generally come through as property taxes and said that there might be an advantage to beginning the negotiations sooner. Mr. Stone suggested that it be done in cooperation with Sherman County.

Mr. Roberts added that most of the land being used is not usable for farming or livestock. The closest turbine to a populated area is more than two miles outside of Shaniko or Antelope. He went on to say that the process for the PGE project is essentially the same. They have modified their proposed footprint with two options being evaluated – one goes north, one goes south. They plan to have a substation in pine grove; with substations there are more criteria. He said the Planning Department would be taking a look at that.

Commissioner Hege reminded Mr. Roberts that most of the controversy they faced when revising Chapter 19 was regarding setbacks. He asked why there are no comments about setbacks in the report. Mr. Roberts replied that with so few residences in the footprint of the project, it was not a difficult criterion to meet. He added that he does not think there is a more remote area in the County on which to site a project of this kind.

The Board thanked Mr. Roberts for the briefing and all the work that went into it. Mr. Roberts encouraged the Board to send any comments or questions they may have to him before the end of the month.

#### **Commission Call**

Commissioner Kramer is attending his third session of AOC County College this weekend.

Chair Runyon and Commissioner Hege will be attending the Ways and Means Public Hearing in Hermiston Saturday. The event is being hosted by Representative Greg Smith.

Commissioner Hege reported that he has heard from constituents regarding MCCOG's proposed building codes fees. He encouraged Chair Runyon and

Commissioner Hege, both of whom sit on the MCCOG Board, to look at the issue carefully.

Mr. Roberts interjected that the issue is also relevant to the Planning Department and asked when MCCOG would next be meeting on the issue.

Chair Runyon replied that he believes it will be at the next regular MCCOG meeting in May.

Commissioner Hege stated that he feels raising the fees by 40% all at once is inappropriate especially in light of the funds they hold in reserve.

Chair Runyon adjourned the session at 11:48 a.m.

### **Summary of Actions**

#### **Consensus**

- Direct Ms. White to move forward with the reappointment of current members of the Board of Property Tax Appeals as well as soliciting for additional members.
- Sign the letter of support for the re-appointment of Sondra Clark to the Columbia River Gorge Commission and send it to the Governors of both Oregon and Washington.

#### **Motions Passed**

- Approve Order #13-091 appointing John Hutchison to the Wasco County Compensation Committee.
- Rescind Order #13-073 surplusizing four Sheriff's Department vehicles.
- Approve order #13-086 surplusizing Sheriff's Department vehicles: Unit #05-04 2005 Dodge Durango, Unit #07-10 2007 Ford Taurus.
- Waive the Planning Department fee for the handicap wheelchair ramp being constructed by Kelso Construction for Linda Pullen.



- Approve the 2012-2014 Agreement between Wasco County and Federation of Parole and Probation Officers.
- Approve the Consent Agenda (4.3.2013 & 4.11.2013 BOCC Session minutes, Board of Review Re-appointments, QLife Budget Committee Re-appointment).

WASCO COUNTY BOARD  
OF COMMISSIONERS

---

Rod L. Runyon, Commission Chair

---

Scott Hege, County Commissioner

---

Steve Kramer, County Commissioner

**Consent Agenda Item**  
**The Dalles Watershed Appointments**

- [Memo](#)
- [The Dalles Watershed Appointments](#)
  - [Order #13-077 Bruce Lumper](#)
  - [Order #13-078 John Nelson](#)
  - [Order #13-079 Mark Poppoff](#)
  - [Order #13-080 Phil Brady](#)
  - [Order #13-081 Steve Byers](#)
  - [Order #13-082 Martha Blair](#)
  - [Order #13-083 Gary Wade](#)
  - [Order #13-084 Dan Richardson](#)
  - [Order #13-085 Ken Bailey](#)

---

---

**MEMORANDUM**

---

---

**TO:** BOARD OF COUNTY COMMISSIONERS  
**FROM:** KATHY WHITE  
**SUBJECT:** WATERSHED APPOINTMENTS  
**DATE:** 4/24/2013

---

**BACKGROUND INFORMATION**

At the beginning of this year I discovered that all of the appointments for the five Wasco County watersheds were either expired or non-existent. I have been working with the Soil and Water Conservation District to bring all the appointments up to date. It is a slow process and this set of appointments represents the first of many to come.

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

IN THE MATTER OF THE APPOINTMENT )  
OF BRUCE LUMPER TO THE DALLAS ) ORDER  
WATERSHED COUNCIL. ) #13-077

NOW ON THIS DAY, the above-entitled matter having come on regularly for consideration, said day being one duly set in term for the transaction of public business and a majority of the Board of County Commissioners being present; and

IT APPEARING TO THE COURT: That the Wasco County Soil & Water Conservation District has requested that the Wasco County Court appoint individuals to The Dalles Watershed Council; and

IT FURTHER APPEARING TO THE COURT: That the Board has received a recommendation from the Wasco County Soil & Water Conservation District to appoint specific individuals to specific terms on The Dalles Watershed Council; and

IT FURTHER APPEARING TO THE COURT: That Bruce Lumper is willing and is qualified to be appointed to The Dalles Watershed Council.

////



NOW, THEREFORE, IT IS HEREBY ORDERED: That Bruce Lumper  
be and is hereby appointed to The Dalles Watershed Council for a term to  
expire on December 31, 2016.

DATED this 1st day of May, 2013.

WASCO COUNTY  
BOARD OF COMMISSIONERS

\_\_\_\_\_  
Rod Runyon, Chair

\_\_\_\_\_  
Scott Hege, County Commissioner

\_\_\_\_\_  
Steve Kramer, County Commissioner

APPROVED AS TO FORM:

\_\_\_\_\_  
Eric J. Nisley, District Attorney

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

IN THE MATTER OF THE APPOINTMENT )  
OF JOHN NELSON TO THE DALLAS ) ORDER  
WATERSHED COUNCIL. ) #13-078

NOW ON THIS DAY, the above-entitled matter having come on regularly for consideration, said day being one duly set in term for the transaction of public business and a majority of the Board of County Commissioners being present; and

IT APPEARING TO THE COURT: That the Wasco County Soil & Water Conservation District has requested that the Wasco County Court appoint individuals to The Dalles Watershed Council; and

IT FURTHER APPEARING TO THE COURT: That the Board has received a recommendation from the Wasco County Soil & Water Conservation District to appoint specific individuals to specific terms on The Dalles Watershed Council; and

IT FURTHER APPEARING TO THE COURT: That John Nelson is willing and is qualified to be appointed to The Dalles Watershed Council.

////

NOW, THEREFORE, IT IS HEREBY ORDERED: That John Nelson  
be and is hereby appointed to The Dalles Watershed Council for a term to  
expire on December 31, 2016.

DATED this 1st day of May, 2013.

WASCO COUNTY  
BOARD OF COMMISSIONERS

\_\_\_\_\_  
Rod Runyon, Chair

\_\_\_\_\_  
Scott Hege, County Commissioner

\_\_\_\_\_  
Steve Kramer, County Commissioner

APPROVED AS TO FORM:

\_\_\_\_\_  
Eric J. Nisley, District Attorney

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

IN THE MATTER OF THE APPOINTMENT )  
OF MARK POPPOFF TO THE DALLAS ) ORDER  
WATERSHED COUNCIL. ) #13-079

NOW ON THIS DAY, the above-entitled matter having come on regularly for consideration, said day being one duly set in term for the transaction of public business and a majority of the Board of County Commissioners being present; and

IT APPEARING TO THE COURT: That the Wasco County Soil & Water Conservation District has requested that the Wasco County Court appoint individuals to The Dalles Watershed Council; and

IT FURTHER APPEARING TO THE COURT: That the Board has received a recommendation from the Wasco County Soil & Water Conservation District to appoint specific individuals to specific terms on The Dalles Watershed Council; and

IT FURTHER APPEARING TO THE COURT: That Mark Poppoff is willing and is qualified to be appointed to The Dalles Watershed Council.

////

NOW, THEREFORE, IT IS HEREBY ORDERED: That Mark Poppoff  
be and is hereby appointed to The Dalles Watershed Council for a term to  
expire on December 31, 2016.

DATED this 1st day of May, 2013.

WASCO COUNTY  
BOARD OF COMMISSIONERS

---

Rod Runyon, Chair

---

Scott Hege, County Commissioner

---

Steve Kramer, County Commissioner

APPROVED AS TO FORM:

---

Eric J. Nisley, District Attorney

IN THE MATTER OF THE APPOINTMENT )  
OF PHIL BRADY TO THE DALLES ) ORDER  
WATERSHED COUNCIL. ) #13-080

IT APPEARING TO THE COURT: That the Wasco County Soil & Water Conservation District has requested that the Wasco County Court appoint individuals to The Dalles Watershed Council; and

IT FURTHER APPEARING TO THE COURT: That the Board has received a recommendation from the Wasco County Soil & Water Conservation District to appoint specific individuals to specific terms on The Dalles Watershed Council; and

IT FURTHER APPEARING TO THE COURT: That Phil Brady is willing and is qualified to be appointed to The Dalles Watershed Council.

////



NOW, THEREFORE, IT IS HEREBY ORDERED: That Phil Brady be  
and is hereby appointed to The Dalles Watershed Council for a term to  
expire on December 31, 2014.

DATED this 1st day of May, 2013.

WASCO COUNTY  
BOARD OF COMMISSIONERS

---

Rod Runyon, Chair

---

Scott Hege, County Commissioner

---

Steve Kramer, County Commissioner

APPROVED AS TO FORM:

---

Eric J. Nisley, District Attorney

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

IN THE MATTER OF THE APPOINTMENT )  
OF STEVE BYERS TO THE DALLAS ) ORDER  
WATERSHED COUNCIL. ) #13-081

NOW ON THIS DAY, the above-entitled matter having come on regularly for consideration, said day being one duly set in term for the transaction of public business and a majority of the Board of County Commissioners being present; and

IT APPEARING TO THE COURT: That the Wasco County Soil & Water Conservation District has requested that the Wasco County Court appoint individuals to The Dalles Watershed Council; and

IT FURTHER APPEARING TO THE COURT: That the Board has received a recommendation from the Wasco County Soil & Water Conservation District to appoint specific individuals to specific terms on The Dalles Watershed Council; and

IT FURTHER APPEARING TO THE COURT: That Steve Byers is willing and is qualified to be appointed to The Dalles Watershed Council.

////

NOW, THEREFORE, IT IS HEREBY ORDERED: That Steve Byers be and is hereby appointed to The Dalles Watershed Council for a term to expire on December 31, 2014.

DATED this 1st day of May, 2013.

WASCO COUNTY  
BOARD OF COMMISSIONERS

---

Rod Runyon, Chair

---

Scott Hege, County Commissioner

---

Steve Kramer, County Commissioner

APPROVED AS TO FORM:

---

Eric J. Nisley, District Attorney

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

IN THE MATTER OF THE APPOINTMENT )  
OF MARTHA BLAIR TO THE DALLES ) ORDER  
WATERSHED COUNCIL. ) #13-082

NOW ON THIS DAY, the above-entitled matter having come on regularly for consideration, said day being one duly set in term for the transaction of public business and a majority of the Board of County Commissioners being present; and

IT APPEARING TO THE COURT: That the Wasco County Soil & Water Conservation District has requested that the Wasco County Court appoint individuals to The Dalles Watershed Council; and

IT FURTHER APPEARING TO THE COURT: That the Board has received a recommendation from the Wasco County Soil & Water Conservation District to appoint specific individuals to specific terms on The Dalles Watershed Council; and

IT FURTHER APPEARING TO THE COURT: That Martha Blair is willing and is qualified to be appointed to The Dalles Watershed Council.

////

NOW, THEREFORE, IT IS HEREBY ORDERED: That Martha Blair be and is hereby appointed to The Dalles Watershed Council for a term to expire on December 31, 2014.

DATED this 1st day of May, 2013.

WASCO COUNTY  
BOARD OF COMMISSIONERS

---

Rod Runyon, Chair

---

Scott Hege, County Commissioner

---

Steve Kramer, County Commissioner

APPROVED AS TO FORM:

---

Eric J. Nisley, District Attorney

IN THE MATTER OF THE APPOINTMENT )  
OF GARY WADE TO THE DALLES ) ORDER  
WATERSHED COUNCIL. ) #13-083

IT APPEARING TO THE COURT: That the Wasco County Soil & Water Conservation District has requested that the Wasco County Court appoint individuals to The Dalles Watershed Council; and

IT FURTHER APPEARING TO THE COURT: That Gary Wade is willing and is qualified to be appointed to The Dalles Watershed Council.

## 1 - ORDER



NOW, THEREFORE, IT IS HEREBY ORDERED: That Gary Wade be  
and is hereby appointed to The Dalles Watershed Council for a term to  
expire on December 31, 2015.

DATED this 1st day of May, 2013.

WASCO COUNTY  
BOARD OF COMMISSIONERS

---

Rod Runyon, Chair

---

Scott Hege, County Commissioner

---

Steve Kramer, County Commissioner

APPROVED AS TO FORM:

---

Eric J. Nisley, District Attorney

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

IN THE MATTER OF THE APPOINTMENT )  
OF DAN RICHARDSON TO THE DALLES ) ORDER  
WATERSHED COUNCIL. ) #13-084

NOW ON THIS DAY, the above-entitled matter having come on regularly for consideration, said day being one duly set in term for the transaction of public business and a majority of the Board of County Commissioners being present; and

IT APPEARING TO THE COURT: That the Wasco County Soil & Water Conservation District has requested that the Wasco County Court appoint individuals to The Dalles Watershed Council; and

IT FURTHER APPEARING TO THE COURT: That the Board has received a recommendation from the Wasco County Soil & Water Conservation District to appoint specific individuals to specific terms on The Dalles Watershed Council; and

IT FURTHER APPEARING TO THE COURT: That Dan Richardson is willing and is qualified to be appointed to The Dalles Watershed Council.

////

NOW, THEREFORE, IT IS HEREBY ORDERED: That Dan Richardson be and is hereby appointed to The Dalles Watershed Council for a term to expire on December 31, 2015.

DATED this 1st day of May, 2013.

WASCO COUNTY  
BOARD OF COMMISSIONERS

---

Rod Runyon, Chair

---

Scott Hege, County Commissioner

---

Steve Kramer, County Commissioner

APPROVED AS TO FORM:

---

Eric J. Nisley, District Attorney

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

IN THE MATTER OF THE APPOINTMENT )  
OF KEN BAILEY TO THE DALLES ) ORDER  
WATERSHED COUNCIL. ) #13-085

NOW ON THIS DAY, the above-entitled matter having come on regularly for consideration, said day being one duly set in term for the transaction of public business and a majority of the Board of County Commissioners being present; and

IT APPEARING TO THE COURT: That the Wasco County Soil & Water Conservation District has requested that the Wasco County Court appoint individuals to The Dalles Watershed Council; and

IT FURTHER APPEARING TO THE COURT: That the Board has received a recommendation from the Wasco County Soil & Water Conservation District to appoint specific individuals to specific terms on The Dalles Watershed Council; and

IT FURTHER APPEARING TO THE COURT: That Ken Bailey is willing and is qualified to be appointed to The Dalles Watershed Council.

////

NOW, THEREFORE, IT IS HEREBY ORDERED: That Ken Bailey be and is hereby appointed to The Dalles Watershed Council for a term to expire on December 31, 2015.

DATED this 1st day of May, 2013.

WASCO COUNTY  
BOARD OF COMMISSIONERS

---

Rod Runyon, Chair

---

Scott Hege, County Commissioner

---

Steve Kramer, County Commissioner

APPROVED AS TO FORM:

---

Eric J. Nisley, District Attorney

**Consent Agenda Item**  
**BOPTA Reappointments**

- [Memo](#)
- [Order #13-096 Scott Hege](#)
- [Order #13-097 Jim Yuhas](#)
- [Order #13-098 Delphene Thornton](#)
- [Order #13-099 Del Cesar](#)

---

---

**MEMORANDUM**

---

---

**TO:** BOARD OF COUNTY COMMISSIONERS  
**FROM:** KATHY WHITE  
**SUBJECT:** BOPTA APPOINTMENTS  
**DATE:** 4/24/2013

---

**BACKGROUND INFORMATION**

At the 4.17.2013 Board Session the Board discussed the BOPTA membership and decided to go forward with reappointments and also advertise for more members to broaden the pool and insulate the Board of Property Tax appeals against a sudden loss of membership that would bring them below the required three to hold a hearing.

I have been working with Commissioner Hege and David McGaughey to develop an application and public announcement to solicit for more members. I expect them to be posted before the May 1, 2013, Board Session.



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

IN THE MATTER OF THE REAPPOINTMENT OF )  
SCOTT HEGE TO THE WASCO COUNTY ) ORDER  
BOARD OF PROPERTY TAX APPEALS. ) #13-096

NOW ON THIS DAY, the above-entitled matter having come on  
regularly for consideration, said day being one duly set in term for the  
transaction of public business and a majority of the Board of Commissioners  
being present; and

IT APPEARING TO THE BOARD: That under ORS 309.067(1)(a) the  
Board of Commissioners may appoint one member of the County Governing  
Body to serve on the Board of Property Tax Appeals; and

IT APPEARING TO THE BOARD: That Scott Hege's term on the  
Wasco County Board of Property Tax Appeals will expire on June 30, 2013;  
and

IT FURTHER APPEARING TO THE BOARD: That Scott Hege is  
willing and qualified to be reappointed to the Wasco County Board of  
Property Tax Appeals to represent the governing body of Wasco County.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Scott Hege be and is hereby reappointed to the Wasco County Board of Property Tax Appeals in accordance with ORS 309.067(1)(a) for a period beginning July 1, 2013, through June 30, 2014.

DATED this 1<sup>st</sup> day of May, 2013.

WASCO COUNTY BOARD  
OF COMMISSIONERS

---

Rod Runyon, Chair, Commissioner

---

Scott C. Hege, Commissioner

---

Steve Kramer, Commissioner

APPROVED AS TO FORM:

---

Eric J. Nisley  
Wasco County District Attorney

IN THE MATTER OF THE REAPPOINTMENT OF )  
JIM YUHAS TO THE WASCO COUNTY ) ORDER  
BOARD OF PROPERTY TAX APPEALS. ) #13-097

IT APPEARING TO THE BOARD: That under ORS 309.067(1)(b) the Board of Commissioners shall appoint a non-office holding member to serve on the Board of Property Tax Appeals; and

IT FURTHER APPEARING TO THE BOARD: That Jim Yuhas's term on the Wasco County Board of Property Tax Appeals will expire as of June 30, 2013; and

IT FURTHER APPEARING TO THE BOARD: That Jim Yuhas is willing and is qualified to be reappointed to the Wasco County Board of Property Tax Appeals for another term.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Jim Yuhas be and is hereby reappointed to the Wasco County Board of Property Tax Appeals in accordance with ORS 309.067(1)(b) for a period beginning July 1, 2013, through June 30, 2014.

DATED this 1<sup>st</sup> day of May, 2013.

WASCO COUNTY BOARD  
OF COMMISSIONERS

---

Rod Runyon, Commission Chair

---

Scott C. Hege, County Commissioner

---

Steve Kramer, County Commissioner

APPROVED AS TO FORM:

---

Eric J. Nisley  
Wasco County District Attorney

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

IN THE MATTER OF THE REAPPOINTMENT OF )  
DELPHENE THORNTON TO THE WASCO COUNTY ) ORDER  
BOARD OF PROPERTY TAX APPEALS. ) #13-098

NOW ON THIS DAY, the above-entitled matter having come on  
regularly for consideration, said day being one duly set in term for the  
transaction of public business and a majority of the Board of Commissioners  
being present; and

IT APPEARING TO THE BOARD: That under ORS 309.067(1)(b) the  
Board of Commissioners shall appoint a non-office holding member to serve  
on the Board of Property Tax Appeals; and

IT FURTHER APPEARING TO THE BOARD: That Delphene  
Thornton's term on the Wasco County Board of Property Tax Appeals will  
expire as of June 30, 2013; and

IT FURTHER APPEARING TO THE BOARD: That Delphene  
Thornton is willing and is qualified to be reappointed to the Wasco County  
Board of Property Tax Appeals for another term.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Delphene Thornton be and is hereby reappointed to the Wasco County Board of Property Tax Appeals in accordance with ORS 309.067(1)(b) for a period beginning July 1, 2013, through June 30, 2014.

DATED this 1<sup>st</sup> day of May, 2013.

WASCO COUNTY BOARD  
OF COMMISSIONERS

---

Rod Runyon, Commission Chair

---

Scott C. Hege, County Commissioner

---

Steve Kramer, County Commissioner

APPROVED AS TO FORM:

---

Eric J. Nisley  
Wasco County District Attorney

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

IN THE MATTER OF THE REAPPOINTMENT OF )  
DEL CESAR TO THE WASCO COUNTY ) ORDER  
BOARD OF PROPERTY TAX APPEALS. ) #13-099

NOW ON THIS DAY, the above-entitled matter having come on regularly for consideration, said day being one duly set in term for the transaction of public business and a majority of the Board of Commissioners being present; and

IT APPEARING TO THE BOARD: That under ORS 309.067(1)(b) the Board of Commissioners shall appoint a non-office holding member to serve on the Board of Property Tax Appeals; and

IT FURTHER APPEARING TO THE BOARD: That Del Cesar's term on the Wasco County Board of Property Tax Appeals will expire as of June 30, 2013; and

IT FURTHER APPEARING TO THE BOARD: That Del Cesar is willing and is qualified to be reappointed to the Wasco County Board of Property Tax Appeals for another term.



NOW, THEREFORE, IT IS HEREBY ORDERED: That Del Cesar be  
and is hereby reappointed to the Wasco County Board of Property Tax  
Appeals in accordance with ORS 309.067(1)(b) for a period beginning July 1,  
2013, through June 30, 2014.

DATED this 1<sup>st</sup> day of May, 2013.

WASCO COUNTY BOARD  
OF COMMISSIONERS

---

Rod Runyon, Commission Chair

---

Scott C. Hege, County Commissioner

---

Steve Kramer, County Commissioner

APPROVED AS TO FORM:

---

Eric J. Nisley  
Wasco County District Attorney

**Consent Agenda Item**  
**Historic Columbia River Highway**  
**Advisory Committee Reappointment**

- [Memo](#)
- [Email from ODOT](#)
- [Order #13-094 Judy Davis](#)

---

---

**MEMORANDUM**

---

---

**TO:** BOARD OF COUNTY COMMISSIONERS  
**FROM:** KATHY WHITE  
**SUBJECT:** HISTORIC COLUMBIA HIGHWAY ADVISORY COMMITTEE REAPPOINTMENT  
**DATE:** 4/24/2013

---

BACKGROUND INFORMATION

In August of 2012, the BOCC appointed Judy Davis to fill the term of Dennis Davis. That appointment will expire at the end of June, 2013. This appointment will be a full 4-year appointment.



Kathy White <kathyw@co.wasco.or.us>

---

## Appointment Expiration - Historic Columbia River Highway Advisory Committee

---

**STALLMAN Kristen** <Kristen.STALLMAN@odot.state.or.us>

Tue, Apr 2, 2013 at 8:43 AM

To: Kathy White <kathyw@co.wasco.or.us>

Kathy - Judy Davis would like to serve another term on the committee. She is a great resource.

**Kristen Stallman**

**Columbia River Gorge National Scenic Area Coordinator**

Oregon Department of Transportation/Region 1

123 NW Flanders Street

Portland, Oregon 97209

503-731-4957

kristen.stallman@odot.state.or.us

---

**From:** Kathy White [mailto:kathyw@co.wasco.or.us]

**Sent:** Monday, April 01, 2013 11:35 AM

**To:** STALLMAN Kristen

**Subject:** Appointment Expiration - Historic Columbia River Highway Advisory Committee

[Quoted text hidden]



**330.gif**

1K

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT )	
OF JUDY DAVIS AS WASCO COUNTY'S )	ORDER
REPRESENTATIVE TO THE HISTORIC )	13-094
COLUMBIA RIVER HIGHWAY ADVISORY )	
COMMITTEE. )	

NOW ON THIS DAY, the above-entitled matter having come on regularly for consideration, said day being one duly set in term for the transaction of public business and a majority of the Court being present; and

IT APPEARING TO THE COURT: That Judy Davis's term on the Historical Columbia River Highway Advisory Committee will expire on June 30, 2013; and

IT FURTHER APPEARING TO THE COURT: That Judy Davis is willing and is qualified to be reappointed as Wasco County's Representative on the Historical Columbia River Highway Advisory Committee.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Judy Davis be and is hereby reappointed to the Historical Columbia River Highway Advisory Committee as Wasco County's Representative; said term to expire on June 30, 2017.

DATED this 1<sup>st</sup> day of May, 2013.

WASCO COUNTY  
BOARD OF COMMISSIONERS

---

Rod Runyon, Chair

---

Scott Hege, County Commissioner

---

Steve Kramer, County Commissioner

APPROVED AS TO FORM:

---

Eric J. Nisley  
Wasco County District Attorney

**Consent Agenda Item**  
**MCEDD Reappointment**

- [Memo](#)
- [Email from MCEDD](#)
- [Order #13-095 Dan Spatz](#)

---

---

**MEMORANDUM**

---

---

**TO:** BOARD OF COUNTY COMMISSIONERS  
**FROM:** KATHY WHITE  
**SUBJECT:** MCEDD REAPPOINTMENT  
**DATE:** 4/24/2013

---

**BACKGROUND INFORMATION**

Dan Spatz was first appointed to the MCEDD Board of Directors in June, 2010. His appointment will expire August 31, 2013. I have communicated with Amanda Hooey regarding my desire to move the expiration date to either June or December to bring it in line with the vast number of appointments made by the BOCC. Standardizing expiration dates makes the appointments much easier to manage. Ms. Hooey indicated that the June expiration would work best for MCEDD.





Kathy White <kathyw@co.wasco.or.us>

---

## Mid-Year Appointments

---

**Amanda Hoey** <amanda@mcedd.org>  
To: Kathy White <kathyw@co.wasco.or.us>

Wed, Apr 24, 2013 at 5:35 PM

Dan is good to go! In his words, he would be " honored to continue to represent the Cities of Wasco County on the MCEDD board."

Amanda

[Quoted text hidden]

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

IN THE MATTER OF THE REAPPOINTMENT OF )  
DAN SPATZ TO THE MID-COLUMBIA ECONOMIC ) ORDER  
DEVELOPMENT DISTRICT BOARD OF ) #13-095  
DIRECTORS. )

NOW ON THIS DAY, the above-entitled matter having come on  
regularly for consideration, said day being one duly set in term for the  
transaction of public business and a majority of the Court being present; and

IT APPEARING TO THE COURT: That Dan Spatz's term on the  
Mid-Columbia Economic Development District Board of Directors will expire  
on August 31, 2013; and

IT FURTHER APPEARING TO THE COURT: That Dan Spatz is  
willing and is qualified to be reappointed to the Mid-Columbia Economic  
Development District Board of Directors; and

NOW, THEREFORE, IT IS HEREBY ORDERED: That Dan  
Spatz be and is hereby reappointed to the Mid-Columbia Economic

Development District Board of Directors; said term to expire on June 30, 2015.

DATED this 1<sup>st</sup> day of May, 2013.

WASCO COUNTY  
BOARD OF COMMISSIONERS

---

Rod Runyon, Chair

---

Scott Hege, County Commissioner

---

Steve Kramer, County Commissioner

APPROVED AS TO FORM:

---

Eric J. Nisley  
Wasco County District Attorney

**Discussion Item**  
**Special Transportation**  
**Advisory Committee Reppointments**

- [Email from Dan Schwanz](#)
- [Order #13-100 Lee Bryant](#)
- [Order #13-101 Dave Mason](#)
- [Order #13-102 Louise Sargent](#)



Kathy White <kathyw@co.wasco.or.us>

---

## Special Transportation Funds Advisory Committee Appointments

2 messages

---

**Kathy White** <kathyw@co.wasco.or.us>

Mon, Apr 1, 2013 at 12:22 PM

To: Dan Schwanz <cat1@gorge.net>, Dan Schwanz <mccogtransnet@gorge.net>

Good Afternoon, Dan-

I am working on appointments set to expire mid-year 2013. That list includes the following members of the Special Transportation Funds Advisory Committee:

Lee Bryant  
Dave Mason  
Louise Sargent

If these committee members are willing to be reappointed and it is appropriate to do so, I can add them the a June agenda.

Thank you for your help.

Thank you,

Kathy White  
Executive Assistant  
Wasco County  
Board of County Commissioners  
511 Washington Street  
The Dalles, OR 97058  
work 541.506.2520  
fax 541.506.2551

---

**cat1@gorge.net** <cat1@gorge.net>

Mon, Apr 1, 2013 at 12:45 PM

To: Kathy White <kathyw@co.wasco.or.us>

As far as I know all three would be good to go again.

Thanks,

Dan

---

----- OriginalMessage -----

**From:** "Kathy White" <kathyw@co.wasco.or.us>

**To:** "Dan Schwanz" <cat1@gorge.net>, "Dan Schwanz" <mccogtransnet@gorge.net>

**Sent:** Mon, Apr 01, 2013, 12:22 PM

**Subject:** Special Transportation Funds Advisory Committee Appointments

[Quoted text hidden]

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

IN THE MATTER OF THE REAPPOINTMENT OF )  
LEE BRYANT TO THE WASCO SPECIAL ) ORDER  
TRANSPORTATION FUNDS ADVISORY ) #13-100  
COMMITTEE. )

NOW ON THIS DAY, the above-entitled matter having come on  
regularly for consideration, said day being one duly set in term for the  
transaction of public business and a majority of the Board of County  
Commissioners being present; and

IT APPEARING TO THE BOARD: That Lee Bryant's term on the  
Wasco Special Transportation Funds Advisory Committee will expire on June  
30, 2013; and

IT FURTHER APPEARING TO THE BOARD: That Lee Bryant is  
willing and is qualified to be reappointed to the Wasco County Special  
Transportation Funds Advisory Committee for another term.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Lee Bryant be  
and is hereby reappointed to the Wasco County Special Transportation  
Funds Advisory Committee; said term to expire on June 30, 2015.

DATED this 1<sup>st</sup> day of May, 2013.

WASCO COUNTY BOARD OF  
COUNTY COMMISSIONERS

---

Rod Runyon, Commission Chair

---

Scott Hege, County Commissioner

---

Steve Kramer, County Commissioner

APPROVED AS TO FORM:

---

Eric J. Nisley  
Wasco County District Attorney

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF )  
DAVE MASON TO THE WASCO SPECIAL ) ORDER  
TRANSPORTATION FUNDS ADVISORY ) #13-101  
COMMITTEE. )

NOW ON THIS DAY, the above-entitled matter having come on regularly for consideration, said day being one duly set in term for the transaction of public business and a majority of the Board of County Commissioners being present; and

IT APPEARING TO THE BOARD: That Dave Mason's term on the Wasco Special Transportation Funds Advisory Committee will expire on June 30, 2013; and

IT FURTHER APPEARING TO THE BOARD: That Dave Mason is willing and is qualified to be reappointed to the Wasco County Special Transportation Funds Advisory Committee for another term.



NOW, THEREFORE, IT IS HEREBY ORDERED: That Dave Mason  
be and is hereby reappointed to the Wasco County Special Transportation  
Funds Advisory Committee; said term to expire on June 30, 2015.

DATED this 1<sup>st</sup> day of May, 2013.

WASCO COUNTY BOARD OF  
COUNTY COMMISSIONERS

---

Rod Runyon, Commission Chair

---

Scott Hege, County Commissioner

---

Steve Kramer, County Commissioner

APPROVED AS TO FORM:

---

Eric J. Nisley  
Wasco County District Attorney

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

IN THE MATTER OF THE REAPPOINTMENT OF )  
LOUISE SARGENT TO THE WASCO ) ORDER  
SPECIAL TRANSPORTATION FUNDS ADVISORY ) #13-102  
COMMITTEE. )

NOW ON THIS DAY, the above-entitled matter having come on  
regularly for consideration, said day being one duly set in term for the  
transaction of public business and a majority of the Board of County  
Commissioners being present; and

IT APPEARING TO THE BOARD: That Louise Sargent's term on the  
Wasco Special Transportation Funds Advisory Committee will expire on June  
30, 2013; and

IT FURTHER APPEARING TO THE BOARD: That Louise Sargent is  
willing and is qualified to be reappointed to the Wasco County Special  
Transportation Funds Advisory Committee for another term.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Louise Sargent  
be and is hereby reappointed to the Wasco County Special Transportation  
Funds Advisory Committee; said term to expire on June 30, 2015.

DATED this 1<sup>st</sup> day of May, 2013.

WASCO COUNTY BOARD OF  
COUNTY COMMISSIONERS

---

Rod Runyon, Commission Chair

---

Scott Hege, County Commissioner

---

Steve Kramer, County Commissioner

APPROVED AS TO FORM:

---

Eric J. Nisley  
Wasco County District Attorney

**Agenda Item**  
**Wasco County Drug**  
**Free Workplace Policy**

- [2010 Drug Free Workplace Policy](#)
- [Revised Policy](#)

2010 DEC -2 P 3:26

KAREN LEBRETON COATS  
COUNTY CLERK

## Wasco County

### "Zero Tolerance" Drug Free Workplace Policy

#### Statement of Policy

Wasco County (the "County") has zero tolerance against drugs in the workplace. The County is committed to ensuring a safe work environment, providing high quality services to our clients, and to fostering the health and well-being of it's' employees. This commitment is jeopardized when any of our employees use drugs on the job, comes to work under the influence, or possesses, distributes or sells alcohol or drugs in the workplace. The term "drug" for purposes of this policy includes any prescription or nonprescription medication, illegal substances, or any other substance that may affect the safety of employees or the public. The term "intoxicants" includes drugs and/or alcohol (concentration greater than 0.02.)

For the purpose of law enforcement and undercover operations certain aspects of this policy may be waived while actively engaging in undercover operations and/or while transporting drugs or alcohol in the line of duty.

The goal of this policy is to maintain a safe, productive drug-free work environment. Drugs will not be tolerated at the County. Abuse of prescribed medications and over-the-counter drugs will not be tolerated at the County.

With these basic objectives in mind, we have established the following policy:

- *It is a violation of policy for any employee to use, possess, distribute, sell, trade, or offer for sale alcohol or drugs in the workplace, or in circumstances that we believe might adversely affect our operations or safety.*
- *It is a violation of policy for any employee to report to work under the influence of intoxicants, to be in this condition while on County property or in other circumstances we believe might adversely affect our operations or safety.*
- *It is a violation of policy for any employee to report for work or remain at work while having an alcohol concentration of 0.02 or greater.*

Violations of this policy will subject the employee to disciplinary action up to and including termination.

#### Positive Test Result

An employee whose drug test result is "positive" or whose has an alcohol concentration is 0.02 or greater will be considered in violation of this policy. The County has a zero tolerance drug policy.

For purposes of this policy, "under the influence of drugs" or "under the influence of intoxicants" is any detectable level of drugs present or a 0.02 or greater concentration of alcohol in the individual's system (based on the results of urinalysis or breathalyzer testing),

Failure to give written consent, without qualification, to testing, or failure to provide samples for testing will be considered insubordination, and grounds for immediate suspension and later termination. In addition, failure to consent to and provide a sample for a urinalysis test or breathalyzer upon request will be considered the same as a positive test. A drug test result which is identified as "adulterated" or "diluted" or is noted as "cancelled" will be considered the same as a positive test.

### **County Assistance**

An employee who believes that he/she has a problem involving the use of alcohol or drugs can ask a supervisor, or any member of management he or she feels comfortable talking to, for confidential assistance. No discipline or reprisals will result merely from an employee asking for such assistance, and the County will work with the employee to initiate an appropriate treatment program. The only exception to this provision is if the employee is already subject to discipline under this policy at the time of the request or announcement. In such cases, having an announced problem with alcohol and/or drugs may not be considered in the determination of appropriate discipline. We will also work with the employee to identify all County benefits and benefit programs that may be available to help deal with the substance abuse problem.

The County may require an employee seeking help under this policy to confidentially visit an employee assistance counselor whenever, in the County's judgment, this may help identify or correct a performance problem, or help in the successful implementation or completion of a treatment program.

Any request for assistance and any later treatment program will be kept as confidential as possible under all the factual circumstances.

However, it is the responsibility of the employee to seek County assistance before drug or alcohol problems lead to on-the-job safety or misconduct incidents, or a violation of this policy. If you use alcohol or drugs in connection with work, or otherwise violate this policy, thus endangering yourself or other employees, you will not be entitled afterwards to enter a treatment program and avoid discipline or penalty. You will instead be discharged unless the County, in its sole discretion and judgment, decides to show leniency in a particular case, and still allow you to enter a treatment program, subject to the terms of a last-chance agreement.

### **Post-Offer Testing**

All applicants for employment in safety sensitive jobs or those jobs requiring CDL licensing, and, who have passed our other pre-employment evaluation will be subject to drug testing as a condition to beginning employment. Any positive result of any degree will disqualify the applicant from employment, but the applicant may reapply after the expiration of 90 days. The County has designated certain jobs as "safety sensitive" for purposes of this provision in Attachment "B". Those jobs subject to CDL licensing are identified in Attachment "C".

## **Current Employee Testing**

All current employees are subject to drug and alcohol testing as described below. If an employee is covered by Department of Transportation regulations, additional testing requirements will apply and will be enforced. (See Attachment "C")

## **Probable Cause for Testing**

Where we have probable cause that any employee is in violation of this policy, the employee will be required to submit to testing to determine the presence, use, or any involvement with alcohol or drugs. The County reserves the right to determine whether probable cause for testing exists.

Probable cause or circumstances that could be indicators of a violation of the alcohol and drug policy and considered probable cause prior to the time of the test, is observable, objective evidence that gives the County a reasonable basis to suspect that the employee may be impaired or affected by drugs or alcohol in the workplace and may include, but is not limited to the following:

- Observed drug or alcohol use during work hours, or employee statements or admissions regarding such use;
- Observable physical symptoms of impairment or intoxication;
- Bizarre behavior;
- Incoherent mental state;
- A change in productivity; (again mirrors the unemployment regs) – i.e. a sudden increase in productivity could signal a potential meth usage
- Marked or significant changes in personal behavior or performance that are otherwise unexplainable;
- Repeated tardiness or unexplained, patterned or unprotected absences;
- Credible reports of alcohol or drug use in violation of this policy or credible reports of off-the-job illegal drug use;
- Workplace accidents or injuries to person or property (Post Accident Testing – below) or other actions that provide probable cause to believe the employee may be in violation of the alcohol and drug policy.

## **Post Accident Testing**

Any employee involved in or otherwise causing a job-related accident which causes personal injury to the employee, clients, staff or others, that requires medical treatment by a physician or by hospital/clinic medical personnel, and whose behavior may have caused or contributed to the accident, will be required to take an alcohol and/or drug test immediately following the accident or at the time of initial treatment by a medical care facility.

Any employee involved in or otherwise causing an accident resulting in what the County deems substantial damage to County property or to another's property while the employee is conducting County business may be required to take an alcohol and/or drug test. Also, "near miss" incidents, where there is no personal or physical damage or injuries will be evaluated and the County will make a determination as to whether or not to test for drugs or alcohol for any or all employees involved.

#### **Random Testing – Safety-Sensitive Positions**

The County also reserves the right to conduct random or unannounced drug testing of those employees holding safety-sensitive positions. (See Appendix "B") This may include testing by random selection (a neutral, unbiased selection process will be used) with the objective that all employees holding safety-sensitive positions will be tested at least one time during any two year period. Those employees holding safety-sensitive positions will receive an individual notice, prior to the commencement of random testing under this policy, indicating that their position has been designated as a testing-designated position and that the employee will be subject to random testing no sooner than thirty days following the notice. Employees receiving the notice will be required to read and sign the notice acknowledging that their position has been selected for random testing and that refusal to submit to testing will result in disciplinary action, up to and including termination. If an employee refuses to sign the acknowledgement, the employee's supervisor shall note on the form that the employee received the notice.

#### **Retest Option**

Any employee who tests positive by urinalysis testing is entitled to have the same specimen retested. The employee must request such a retest in writing within three calendar days of receiving notice of a positive test result. The employee's request for a retest must be conducted at a certified and licensed laboratory acceptable to the County. In the case of a positive drug test, the initial test for drugs must be confirmed by a second test of a different type from a clinical laboratory in the same geographical area.

#### **Prescription Drugs**

Employees who are medically authorized to use over-the-counter drugs or prescription drugs which might impair safe job performance are responsible to determine from a physician, physician assistant, nurse practitioner or pharmacist whether or not the substance is capable of impairing safe job performance. If the medication could impair safe job performance, the employee must report this fact to their supervisor or County's Human Resources Department. The County may require that the employee provide proper written medical authorization from a clinician stating that the clinician has reviewed the position description and has concluded that it is safe for the employee to work while using such authorized drugs. The County will request follow up information if necessary to ensure use of the medication does not jeopardize the safety of the employee, other staff members, clients, or the general public. Consistent with federal and state laws, the County will keep all such information confidential.

#### **Arrest or Conviction – Drugs**

Employees are required to notify the County of any criminal drug statute arrest or conviction no later than five (5) days after such arrest or conviction.



### Arrest or Conviction – Alcohol

Employees that are assigned to drive a County vehicle as part of performing their job duties are required to notify the County of any DUII arrest and /or conviction prior to the start of their next regularly schedule shift.

### Last Chance Agreement - Post-Rehabilitation Testing

All employees undergoing a treatment program (voluntarily, or with the County's agreement in order to avoid discipline) will be required as a condition of continued employment to sign a "last chance agreement requiring: (1) commitment to participate and successfully complete a substance abuse rehabilitation program; (2) adherence to the rehabilitation counselor's recommendations, including, but not limited to agreeing to remain drug or alcohol free; (3) participation in an employee assistance program or other similar program; and/or (4) submission to random or periodic drug or alcohol testing to demonstrate that the employee remains drug or alcohol free. Violation of a last chance agreement will subject an employee to termination.

\*\*\*\*\*

We recognize that situations may arise which are not specifically covered by this policy and these guidelines. Such situations will be dealt with on a case-by-case basis taking into account such things as the nature of the situation or problem, the employee's overall employment record and job assignment, the potential impact on production and safety and customer relations concerns.

## PERFORMANCE AGREEMENT

I, \_\_\_\_\_, agree that I have violated the County policy relating to: [failure of random drug/alcohol test; failure of reasonable cause/suspicion drug/alcohol test; being at work under the influence of intoxicants; possession/sale of illegal drugs, other specific performance issues]. I further agree and acknowledge that as a result of this violation, I am eligible for discipline, up to and including termination.

I have been advised and acknowledge that the County may, in lieu of the foregoing discipline, allow me to continue my employment with the County only on the condition of my agreement and adherence to the terms and provisions of this Performance Agreement, including but not limited to the successful completion of an alcohol/drug treatment program.

### I AGREE TO THE FOLLOWING TERMS AND PROVISIONS:

I agree to undertake and/or continue a treatment and recovery program in order to end my substance abuse problem and stay working for the County as a healthy and safe employee.

I agree to immediately contact \_\_\_\_\_ and schedule the appropriate assessment and/or intake appointment in order to determine the recommended treatment and recovery program requirements; I further agree to cooperate in the assessment and/or intake process.

The specific details of my treatment and recovery program are to be determined by the drug/alcohol counselor or treatment therapist. I agree to provide to the County the recommended treatment and recovery program requirements immediately upon being advised of such requirements. I further agree and authorize the County to discuss the specific requirements of the recommended treatment and recovery program with the drug/alcohol counselor, treatment therapist or physician assigned to my case. I understand and agree that the specific requirements of the recommended treatment and recovery program are incorporated into this agreement and made a part hereof.

I understand that my continued employment is conditional upon my complying with all terms, requirements, conditions and recommendations of the treatment program in the future, and complying with all terms and conditions of the County's drug and alcohol policy. I also understand that during all periods of work for the County during or after my treatment, I must meet all established standards of conduct and job performance, and that I will be subject to the County's normal disciplinary procedures if I fail to meet any of these standards.

I authorize the County officials to communicate with my treating physician and/or my drug and alcohol counselor or treatment therapist, and to receive any and all information from him or her with respect to my status and compliance with the treatment program.

I will comply with all treatment program requirements to their successful conclusion. **I PROMISE TO REMAIN FREE OF THE EFFECTS OF ALCOHOL OR ILLEGAL DRUGS DURING WORKING HOURS AND/OR AT ANY TIME LEGALLY REQUIRED BY STATE OR FEDERAL LAW, AND/OR AS**

P2010-0283 (824)

**REQUIRED UNDER THE TERMS OF THE TREATMENT PROGRAM  
MENTIONED ABOVE.**

I agree to submit to County directed periodic random drug screen testing without cause during the following period: two years. The County will pay for any such testing. Any positive test will result in my immediate discharge.  
This Agreement shall be in effect for two years from its date.

IN CONSIDERATION OF THE COUNTY'S PROVIDING ME WITH TIME OFF FOR TREATMENT AND OTHER ASSISTANCE, AND NOT TERMINATING ME, I AGREE TO KEEP EACH OF THE PROMISES HEREIN. I UNDERSTAND AND AGREE THAT MY FAILURE TO OBSERVE THE TERMS OF THIS AGREEMENT WILL SUBJECT ME TO IMMEDIATE TERMINATION FROM THE EMPLOY OF THE COUNTY.

\_\_\_\_\_

By \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

## AUTHORIZATION TO DISCLOSE MEDICAL RECORDS/INFORMATION

### For Substance Abuse Treatment and Recovery

This authorization must be written, dated and signed by the patient or by a person authorized by law to give authorization.

1. To: Custodian of Records for: **employee's substance abuse treatment provider**
2. I, **employee name** hereby authorize the use or disclosure of my health information as described in this authorization.
3. Specific person/organization (or class of persons) authorized to receive and use the information: **Employer and specific employee name**
4. The information will be used on my behalf for the following purpose:  
To determine and evaluate the specific details of my assessment, entry, status, progress and compliance with this agreement and my treatment and recovery program.
5. By initialing the spaces adjacent to the **bolded text** below, I specifically authorize the release of the following medical records, if such records exist:
  - All hospital records (including nursing records and progress notes)
  - Transcribed hospital records
  - **Medical records needed for continuity of care**
  - Most recent five-year history
  - **Laboratory reports**
  - Pathology reports
  - Diagnostic imaging reports
  - **Clinician office chart notes**
  - Dental records
  - Physical therapy records
  - Emergency and urgency care records
  - Billing statements
  - **Other: Answers to questions regarding my assessment, entry, status, progress and compliance with the recommended substance abuse treatment and recovery program.**
- Please send the entire medical record (all information to the above named recipient). The recipient understands this record to be voluminous and agrees to pay all reasonable charges associated with providing this record.
- \*Mental health information (other than psychotherapy notes as defined by 45 CFR § 164.501)<sup>1</sup>
- \*HIV/AIDS-related records

<sup>1</sup> "Psychotherapy notes" means notes recorded (in any medium) by a health care provider who is a mental health professional documenting or analyzing the contents of conversation during a private counseling session or a group, joint, or family counseling session and that are separated from the rest of the individual's medical record. "Psychotherapy notes" excludes medication prescription and monitoring, counseling session start and stop times, the modalities and frequencies of treatment furnished, results of clinical tests, and any summary of the following items: Diagnosis, functional status, the treatment plan, symptoms, prognosis, and progress to date.

— \*Genetic testing information

\*Must be initialed to be included in other documents.

— **\*\*Drug/alcohol diagnosis; treatment or referral information:** \_\_\_\_\_

\*\*Federal Regulation, 42 CFR part 2, requires a description of how and what kind of information is to be disclosed.

— **This authorization is limited to the medical information and treatment as identified and initialed above.**

— **This authorization is limited to medical records for the following time period: [Date of assessment for substance abuse through effective date of Performance Agreement (Last Chance Agreement)].**

— This authorization is limited to a workers' compensation claim for injuries of \_\_\_\_\_ (date).

6. I understand that the information used or disclosed pursuant to this authorization may be subject to redisclosure and no longer be protected under federal law. However, I also understand that federal or state law may restrict redisclosure of HIV/AIDS information, mental health information, genetic testing information and drug/alcohol diagnosis, treatment or referral information.
7. I understand that I do not need to sign this authorization. Refusal to sign the authorization will not adversely affect my ability to receive health care services or reimbursement for services. I understand that the only circumstance when refusal to sign means I will not receive health care services is if the health care services are solely for the purpose of providing health information to someone else and the authorization is necessary to make that disclosure.
8. This authorization may be revoked in writing at any time. If the authorization is revoked, the information described above may no longer be used or disclosed for the purposes described in this written authorization. The only exception is when a covered entity has taken action in reliance on the authorization or the authorization was obtained as a condition of obtaining insurance coverage.
9. To revoke this authorization, please send a written statement to \_\_\_\_\_ at \_\_\_\_\_ [County's name] and state that you are revoking this authorization.
10. I understand that after this information is disclosed, federal law may not protect it from further disclosure unless otherwise protected by law.
11. I understand that I am entitled to receive a copy of this authorization.
12. I have read this authorization and I understand it. Unless revoked, this authorization expires 180 days from the date of signing or shall remain in effect for the period reasonably needed to complete the request.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Signature of patient)

Date of Birth:

## EMPLOYEE ACKNOWLEDGEMENT

I, \_\_\_\_\_, an employee of Wasco County, Oregon,  
have read the County's Zero-Tolerance Drug Policy and Alcohol Workplace Policy  
detailed on the preceding pages of this document and recognize that it applies to my  
employment.

### CHECK THE FOLLOWING:

I have read this policy                      Yes \_\_\_\_\_ No \_\_\_\_\_

I understand this policy.                      Yes \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

APPENDIX "A"

**PRE-EMPLOYMENT CONSENT FORM- NON CDL APPLICANTS  
(SAFETY SENSITIVE POSITIONS)**

Part of the hiring process for employment with Wasco County includes testing for substances. Because you are applying for a safety sensitive position with the County, if you wish to complete the application process, you must participate in such testing and consent to that testing by signing this form.

Do you consent to urinalysis testing on a specimen provided by you in order to determine the presence of a controlled substance and recognize that the results of a urinalysis of such specimen will be provided to the County and will be used to determine suitability for employment?

Yes \_\_\_\_\_

No \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## APPENDIX "B"

### Safety Sensitive and Special Needs Positions

Title	Qualifying Duties	Classification
ASSESSOR	drives county vehicle	safety sensitive
ACCOUNTANT	Drives county vehicle occasionally	Safety sensitive
CHIEF APPRAISER	drives county vehicle	safety sensitive
CHIEF ASSESSOR DEPUTY	drives county vehicle	safety sensitive
CHIEF TAX DEPUTY	drives county vehicle	safety sensitive
ASSESSMENT/TAX OFFICE SPECIALIST II	drives county vehicle	safety sensitive
PROPERTY APPRAISER I	drives county vehicle	safety sensitive
PROPERTY APPRAISER II	drives county vehicle	safety sensitive
PROPERTY APPRAISER III	drives county vehicle	safety sensitive
PROPERTY APPRAISER TRAINEE	drives county vehicle	safety sensitive
FINANCE DIRECTOR	drives county vehicle	safety sensitive
911 COMMUNICATIONS OPERATOR	Law enforcement data access, emergency response, life saving role	special needs
ANIMAL CONTROL OFFICER	drives vehicle carries stun gun	safety sensitive
CHIEF DEPUTY SHERIFF	drives county vehicle, carries gun	safety sensitive
CIVIL DEPUTY	access to law enforcement data	Special needs
COMMUNITY CORRECTIONS MGR	drives county vehicle, carries gun	safety sensitive
DEPUTY SHERIFF	drives county vehicle, carries gun	safety sensitive
DISPATCH OPERATIONS MANAGER	law enforcement data access, life saving role	special needs
EMERGENCY SERVICES MANAGER	drives county vehicle, Safety functions in an emergency situation, emergency response	special needs, safety sensitive
LEGAL SECRETARY	drives county vehicle occasionally, access to law enforcement data	special needs
PROBATION OFFICER	drives county vehicle, carries gun	safety sensitive
RECORDS CLERK	Access to law enforcement data	Special needs
RESERVE DEPUTY	drives county vehicle, carries gun	safety sensitive
SAFETY OFFICER	drives county vehicle, emergency response	special needs
SERGEANT	drives county vehicle, carries gun	safety sensitive
SHERIFF	drives county vehicle, carries gun	safety sensitive
SHERIFF OFFICE MANAGER	drives county vehicle occasionally, access to law enforcement data	special needs
TRANSPORT OFFICER	drives county vehicle, carries gun	safety sensitive
FACILITIES OPERATIONS MANAGER	drives county vehicle	safety sensitive, special needs
FACILITIES TECH I	drives county vehicle	safety sensitive, special needs
FACILITIES TECH II	drives county vehicle	safety sensitive, special needs
FACILITIES TECH III	drives county vehicle	safety sensitive, special needs
INFORMATION SERVICES MANAGER	drives county vehicle, access to all data systems	special needs
INFORMATION SERVICES TECH	drives county vehicle, access to all data systems	special needs

Title	Qualifying Duties	Classification
JANITOR	Access to secure areas, law enforcement data, and PHI	Special needs
JANITOR/TEMPORARY	Access to secure areas, law enforcement data, and PHI	Special needs
COUNTY COUNSEL	Access to law enforcement data, child custody info, etc	special needs
FAIRGROUNDS CARETAKER ASST	drives county vehicle	safety sensitive
FAIRGROUNDS GROUNDSKEEPER	drives county vehicle	safety sensitive
FARIGROUNDS CARETAKER	drives county vehicle	safety sensitive
GROUNDSKEEPER	drives county vehicle	safety sensitive
CHIEF LEGAL SECRETRY	law enforcement data access	special needs
CHILD SUPPORT SPECIALIST	law enforcement data access	special needs
DEPUTY DISTRICT ATTORNEY I	Access to law enforcement data, child custody info, etc	special needs
DEPUTY DISTRICT ATTORNEY II	Access to law enforcement data, child custody info, etc	special needs
VICTIM'S ASSISTANCE COORDINATOR	law enforcement data access	special needs
ASSOCIATE PLANNER	drives county vehicle	safety sensitive
CODE COMPLIANCE OFFICER	drives county vehicle	safety sensitive
PLANNING ASSISTANT	drives county vehicle	safety sensitive
PLANNING COORDINATOR	drives county vehicle	safety sensitive
PLANNING DIRECTOR	drives county vehicle	safety sensitive
SENIOR PLANNER	drives county vehicle	safety sensitive
GIS ANALYST	drives county vehicle	safety sensitive
GIS COORDINATOR	drives county vehicle occasionally	safety sensitive
LAND SURVEYOR	drives county vehicle	safety sensitive
PW DIRECTOR	drives county vehicle	safety sensitive
PW OFFICE MANAGER	drives county vehicle	safety sensitive
ROADMASTER	drives county vehicle	safety sensitive
PW SECRETARY II	drives county vehicle	safety sensitive
SIGN SPECIALIST	drives county vehicle	safety sensitive
WEED CONTROL ASSISTANT II	drives county vehicle	safety sensitive
WEED SUPERINTENDENT	drives county vehicle	safety sensitive
COMM. HEALTH PROMOTOR/ED	drives county vehicle	safety sensitive
COMMUNITY HEALTH WORKER	drives county vehicle , access to PHI	safety sensitive, special needs
ENVIRONMENTAL HLTH SPECIALIST	drives county vehicle	safety sensitive
ENVIRONMENTAL HLTH SPECIALIST SPVSR	drives county vehicle	safety sensitive
EVIRON HLTH SPECIALIST TRAINEE	drives county vehicle	safety sensitive
HEALTH OFFICER	access to PHI	special needs
NUTRITION PROGRAM ASSISTANT	drives county vehicle , access to PHI	safety sensitive, special needs
NUTRITION PROGRAM COORDINATOR	drives county vehicle , access to PHI	safety sensitive, special needs
NUTRITION PROGRAM TECH	drives county vehicle , access to PHI	safety sensitive, special needs
PUBLIC HEALTH OFFICE SPECIALIST I	drives county vehicle occasionally, access to phi	safety sensitive, special needs
PUBLIC HEALTH OFFICE SPECIALIST II	drives county vehicle occasionally, access to phi	safety sensitive, special needs
PUBLIC HEALTH OFFICE SUPERVISOR	drives county vehicle occasionally, access to phi	safety sensitive, special needs

Title	Qualifying Duties	Classification
PH BUSINESS MANAGER	drives county vehicle occasionally, access to phi	safety sensitive, special needs
PH CLINICAL SERVICES SUPRVSR	drives county vehicle occasionally, access to phi	safety sensitive, special needs
PUBLIC HEALTH NURSE II	drives county vehicle occasionally, access to phi	safety sensitive, special needs
PUBLIC HEALTH NURSE PRACTITIONER	drives county vehicle occasionally , access to PHI	safety sensitive, special needs
PUBLIC HEALTH PREVENTION COORDINATOR	drives county vehicle	safety sensitive
PHEP COORDINATOR	drives county vehicle	safety sensitive
PUBLIC HEALTH PROGRAM SECRETARY	drives county vehicle occasionally	safety sensitive
PUBLIC HEALTH ADMIN ASSISTANT	drives county vehicle occasionally	safety sensitive
PUBLIC HEALTH DIRECTOR	drives county vehicle, access to PHI	safety sensitive, special needs
SOLID WASTE COORDINATOR	drives county vehicle	safety sensitive
SOLID WASTE SPECIALIST	drives county vehicle	safety sensitive
CCF ADMINISTRATOR	drives county vehicle	safety sensitive
CCF PREVENTION COORDINATOR	drives county vehicle	safety sensitive
JUVENILE COURT COUNSELOR	drives county vehicle	safety sensitive
PARENT SUPPT/EARLY CHLDHD COOR	drives county vehicle	safety sensitive
YOUTH SERVICES SECRETARY I	drives county vehicle occasionally	safety sensitive
WORK CREW COORDINATOR	drives county vehicle	safety sensitive
YAC PROGRAM COORDINATOR	drives county vehicle	safety sensitive
YOUTH SERVICES DIRECTOR	drives county vehicle	safety sensitive
FAMILY PLANNING AIDE	drives county vehicle occasionally	safety sensitive

## **APPENDIX "C"**

### **Supplement to County Drug Free Workplace Policy in compliance with Federal Highway Administration Requirements 49 CFR 382 & related parts**

#### **1.0 INTRODUCTION**

The purpose of this Supplement is to clarify and/or modify the application of the Wasco County Drug Free Workplace Policy ("the D and A Policy") to those classifications of employees in Wasco County who are subject to alcohol and drug testing rules (49 CFR 382 and 49 CFR 40) established by the Federal Highway Administration (FHWA). Except as specifically modified herein, the D and A Policy remains in effect as written for all County employees, including those to whom this Supplement is applicable.

#### **2.0 DESIGNATED PERSON TO ANSWER QUESTIONS ABOUT THESE MATERIALS**

The following individuals are designated by Wasco County to answer questions regarding this Supplement:

Wasco County  
Road Superintendent  
506-2646

Wasco County  
Director, Human Resources  
506-2552

#### **3.0 APPLICATION OF SUPPLEMENT**

All Department employees in the following job classifications, whether or not they perform a safety-sensitive work function as defined by 49 CFR 382.107, are subject to this Supplement and to the alcohol and controlled substances testing requirements of it and of 49 CFR 382:

Lead Mechanic	Road Superintendent
Mechanic	Road General Supervisor
Road Maintenance I	District Road Maintenance Supervisor
Road Maintenance II	Road Maintenance Supervisor
Road Maintenance III	Shop Supervisor
Road Maintenance IV	

#### **4.0 WORK DAY/SAFETY SENSITIVE FUNCTIONS**

From the time an employee subject to this Supplement begins to work or is required to be in readiness to work (reporting time) until the time he/she is relieved from work and all responsibility for performing work (quitting time), safety-sensitive functions are any of those functions set forth in 49 CFR 395.2, as follows:

- a) All time at a carrier or shipper plant, terminal, facility or other property, or on any public property, waiting to be dispatched, unless the employee has been relieved from duty by his/her supervisor;
- b) All time inspecting equipment as required by 49 CFR 392.7 or 392.8 or otherwise inspecting, servicing or conditioning any commercial motor vehicle at any time;
- c) All driving time, i.e., all time spent at the driving controls of a commercial motor vehicle in operation;
- d) All time, other than driving time, in or upon any commercial motor vehicle;
- e) All time loading or unloading a commercial motor vehicle, supervising or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded;
- f) All time spent performing the requirements of 49 CFR 392.40 and 392.41 relating to accidents; and
- g) All time repairing, obtaining assistance or remaining in attendance upon a disabled vehicle.

## **5.0 PROHIBITED CONDUCT**

In addition to the proscriptions of the D and A Policy, the following conduct or activity by employees subject to this Supplement is prohibited:

### **5.1 Alcohol Concentration**

No employee shall report for duty or remain on duty while having an alcohol concentration of 0.02 or greater.

### **5.2 Pre-duty Use**

No employee shall perform safety-sensitive functions within four (4) hours after using alcohol.

### **5.3 Use Following an Accident**

No employee who is involved in an accident during his/her on-duty time shall use alcohol for eight (8) hours following the accident, or until he/she undergoes a post-accident alcohol and/or controlled substances test, whichever occurs first.

In addition to the definition contained in the D and A Policy, the definition of an accident for this Supplement also includes an occurrence involving a commercial motor vehicle on a public road which results in:

- a) One or more motor vehicles incurring disabling damage as a result of the accident, requiring the vehicle to be transported away from the scene by a tow truck or other vehicle; or
- b) The employee receiving a citation under State or local law for a moving traffic violation arising from the accident.

#### **5.4 Controlled Substances (Drug) Use**

No employee shall report to duty or remain on duty when the employee uses any controlled substance, except when the use is pursuant to the instructions of a physician who has advised the employee that the substance does not adversely affect the employee's ability to safely operate a commercial motor vehicle.

#### **5.5 Refusal to Submit to a Required Alcohol or Controlled Substances Test**

No employee shall refuse to submit to a post-accident alcohol or controlled substances test, a random alcohol or controlled substances test, a reasonable suspicion alcohol or controlled substances test, or a follow-up alcohol or controlled substances test required under 49 CFR or this Supplement.

### **6.0 CIRCUMSTANCES FOR TESTING**

#### **6.1 Pre-employment Testing**

In accordance with the D and A Policy, no finalist for employment with the Department in any of the job classifications listed in Section 3.0 of this Supplement shall be hired until he/she has undergone testing for alcohol and controlled substances with the following results:

- a) An alcohol test result showing a concentration of less than 0.02; and
- b) A negative controlled substances test result, as verified by the Medical Review Officer.

#### **6.2 Random Testing**

In addition to testing for alcohol and controlled substances as provided in the D and A Policy and elsewhere in this Supplement, all Department employees subject to this Supplement are subject to random testing for alcohol and/or controlled substances as follows:

- a) Alcohol Testing - annually, at least 25 percent of those employees in the Supplement-covered work group who perform safety-sensitive functions (this may be reduced to 10 percent or increased to 50 percent of the work group who perform safety-sensitive functions, depending on determination by FHWA based on industry-wide experience under the FHWA rules);
- b) Controlled Substances Testing - annually, at least 50 percent of the covered work group who perform safety-sensitive functions (this may be reduced to 25 percent of the work group who perform safety-sensitive functions, depending on determination by FHWA based on industry-wide experience under the FHWA rules).

The selection of employees for random alcohol and/or controlled substances testing shall be made by a scientifically valid method, such as a random number table of a computer-based model number generator that is matched with employees' Social Security numbers, payroll identification numbers or other comparable identifying numbers. The random selection and testing process shall

be carried out throughout the year, and each employee covered by this Supplement shall be subject to such random testing and shall have an equal chance of being tested each time the random selections are made.

If randomly selected for testing, the employee will be tested for controlled substances whether or not he/she is performing safety-sensitive work on the day of the test. Randomly selected employees not performing safety-sensitive work on the day alcohol testing is scheduled will be tested on an unannounced day when they are performing safety-sensitive work. If a randomly selected employee would not be expected to perform safety-sensitive work at any time, he/she will be tested for controlled substances and alcohol on the day of testing.

Each employee who is selected for random alcohol and/or controlled substances testing shall report immediately to the testing site (or to a specified on-site location for transporting to the testing site if the testing site is other than at a County facility) upon notification to do so by his/her supervisor or other designated County representative.

### **6.3 Reasonable Suspicion Testing**

An employee subject to this Supplement must submit to testing for alcohol and/or controlled substances whenever his/her supervisor or other County representative who has met the training requirements of 49 CFR 382.603 has reasonable suspicion to believe that the employee has violated the prohibitions of 49 CFR 382.201 - 382.215 (except 382.204), the corresponding prohibitions of the D and A Policy, and/or this Supplement. The determination that reasonable suspicion exists to require the employee to undergo an alcohol and/or controlled substances test must be based on *specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee*. In the case of controlled substances, the observations supporting a reasonable suspicion finding may also include indications of the chronic and withdrawal effects of controlled substances.

### **6.4 Post-Accident Testing**

If possible, all employees involved in an accident as defined in Section 5.3 above will be tested for drugs and alcohol within two (2) hours of the accident. If testing is not accomplished within two (2) hours, all attempts will be made to ensure testing for alcohol is accomplished within eight (8) hours of the accident and testing for controlled substances within thirty-two (32) hours.

An employee who is subject to post-accident testing shall remain readily available for such testing or he/she may be deemed to have refused to submit to testing, provided that this requirement shall not be construed to require the delay of necessary medical attention for injured people following an accident, or to prohibit the employee from leaving the scene of an accident to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

The results of a breath or blood test for the use of alcohol or a urine test for the use of controlled substances, conducted by Federal, State or local officials having independent authority for the test(s), shall be considered to meet the requirements of this section, provided such tests conform to applicable FHWA requirements and the requirements of this Supplement, and further provided that the results of such tests can be obtained by the County.

An employee who is seriously injured and cannot provide a specimen for testing may be requested to authorize the release of relevant hospital reports and other documentation that would indicate whether there was alcohol or any controlled substance in his/her system at the time of the incident.

### **6.5 Return-to-Duty Testing**

An employee who fails to pass an alcohol or controlled substances test as called for in this Supplement of the D and A Policy will normally be discharged from employment. In the event the County determines not to discharge the employee, he/she will not be allowed to return to work unless and until he/she has agreed to a Last Chance Agreement as set forth in the D and A Policy and has fully satisfied the terms of that Agreement, including a requirement that he/she pass a return-to-duty alcohol test and a return-to-duty controlled substances test (verified negative result). The requirement that all employees who fail to pass an alcohol or controlled substance test must be discharged unless given a Last Chance Agreement is a County policy not based on 49 CFR 382.

If an employee is not discharged for failing to pass an alcohol or controlled substances test and is reinstated under the terms of a Last Chance Agreement, he/she must undergo at least six (6) follow-up alcohol and/or controlled substances tests during the first 12 months following his/her return to duty. The number and frequency of such follow-up testing shall be as directed by the substance abuse professional. The requirement for follow-up testing may extend for up to 60 months from the employee's return to duty, based on direction from the substance abuse professional, but the substance abuse professional may terminate the requirement for follow-up testing at any time after the first six (6) tests have been administered if he/she determines that such testing is no longer necessary.

### **7.0 REFUSAL TO BE TESTED**

An employee will be deemed to have violated the prohibitions of 49 CFR 382.211, the D and A Policy and/or Section 5.5 of this Supplement against a refusal to take a required alcohol and/or controlled substances test by doing any of the following:

- a) Telling his/her supervisor, other County representative or the person(s) conducting tests or collecting urine specimens that he/she is refusing to be tested;
- b) Failing to report to or leaving the County job site or test site, or failing to report to or leaving a specified on-site location for transporting to the testing site if the testing site is other than at a County facility, before the required testing and/or collection is completed;



- c) Failing to remain readily available for post-accident testing, provided that this requirement shall not be construed to require the delay of necessary medical attention for injured people following an accident, or to prohibit the employee from leaving the scene of an accident to obtain assistance in responding to the accident or to obtain necessary emergency medical care;
- d) Failing to provide adequate breath for alcohol testing without a valid medical explanation;
- e) Failing to provide adequate urine for controlled substances testing without a valid medical explanation;
- f) Engaging in any other conduct which clearly obstructs the testing process.

A refusal to be tested shall be treated as a positive test and will subject the employee to the penalty provisions of this Supplement and the D and A Policy.

## **8.0 CONSEQUENCE OF PROHIBITED CONDUCT**

Any employee tested under the provisions of the D and A Policy or this Supplement who is found to have an alcohol concentration of 0.02 or greater or a positive controlled substances test result, or who otherwise violates the D and A Policy or this Supplement, will be removed from duty and normally will be discharged from employment. This is a County policy not based on 49 CFR 382.

Any employee subject to this Supplement who violates it will be advised by the County of the resources available for evaluating and resolving problems associated with the misuse of alcohol and use of controlled substances, including the names, addresses and telephone numbers of substance abuse professionals and counseling and treatment programs. In addition, the employee shall be referred for evaluation to a substance abuse professional approved by the County, who shall determine what assistance, if any, the employee needs in resolving problems associated with alcohol misuse and/or controlled substance use.

## **9.0 PRESCRIPTION MEDICATIONS**

All employees subject to this Supplement are required to notify their immediate supervisor when they are taking prescription medications with warning labels (for example, relating to the operation of vehicles, heavy equipment, machinery or causing drowsiness, etc.)

In some cases, it may be necessary to temporarily re-assign covered drivers until the course of medication is completed. This decision will be based solely on management's discretion on a case-by-case basis.

If a driver is in doubt about a medication's effect on work performance, he/she should ask the prescribing physician or pharmacist for clarification.

## **10.0 PAYMENT OF PROGRAM COSTS**

Wasco County will pay all costs, including, but not limited to, paid time for random, reasonable suspicion and post-accident testing. Wasco County will pay for pre-employment tests but the applicant's time spent at the test will not be County-paid time.

Except as otherwise specifically provided herein, any employee who violates any of the provisions of the D and A Policy, this Supplement and/or CFR 49 382.201 - 382.215 will be responsible to make all arrangements and pay for any dependency evaluation, treatment, and/or return-to-duty testing, which may result. This is a County policy not based on 49 CFR 382. An employee who has a test performed on a split sample following a positive controlled substances test must make the arrangements and pay for the test. The County will reimburse the employee for the testing cost if the test result refutes the positive test.

Wasco County will not provide non-safety sensitive work for an employee who has violated any of the provisions of 49 CFR 382.201 - 382.215, the D and A Policy, and/or this Supplement. Time off for any employee who violates any of the provisions of 49 CFR 382.201 - 382.215, the D and A policy, and/or this Supplement shall be unpaid time and the employee will be responsible for the full cost of maintaining his/her health benefits. Employees who are not discharged for their violation will be allowed to utilize available accrued Vacation, Sick Leave or Compensatory Time hours for the actual period of time required and utilized to participate in a prescribed alcohol and/or drug treatment program. This requirement is a County policy not based on 49 CFR 382.

## **11.0 EDUCATION AND TRAINING**

### **Employee Education**

Employees will be furnished with educational materials that explain the requirements of 49 CFR 382 and/or this Supplement. Employees will be required to sign a form acknowledging receipt of this information. Employees hired for or transferred into an applicable job position will receive specific information on the topics listed above and be required to sign a form acknowledging receipt of this information.

### **Supervisor Training**

Supervisors who may be required to make "reasonable suspicion" determinations will receive training on recognition of the physical, behavioral, speech and performance indicators of probable alcohol and controlled substance use. The duration of the training will be at least sixty minutes each for 1) alcohol and 2) controlled substances use recognition, with additional follow up training to maintain and increase supervisory proficiency. The training shall cover the physical, behavioral, speech and performance indicators of probable alcohol misuse and use of controlled substances.

## **12.0 CERTIFICATE OF RECEIPT**

As a condition of employment, each employee subject to the requirements of 49 CFR 382 and/or this Supplement is required to sign the attached statement certifying that he/she has received a copy of this Supplement. The original of the signed certificate will be maintained in the employee's official personnel file.

**Supplement To County Drug Free Workplace Policy  
in compliance with  
Federal Highway Administration Requirements  
42 CFR 382 & related parts**

**CERTIFICATE OF RECEIPT**

I, the undersigned employee of the Wasco County Department of Public Works, hereby certify that I received a copy of the written Supplement To the County Drug Free Workplace Policy, dealing with implementation of Federal Highway Administration rules and regulations (49 CFR 382) pertaining to alcohol and controlled substances testing of individuals performing safety-sensitive functions and of other employees of the Department. I understand that the original of this certificate will be placed in my official Personnel File as a record documenting my receipt of said Supplement.

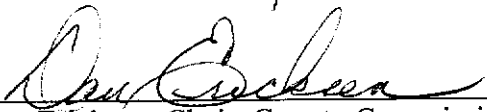
Name: (type or print): \_\_\_\_\_

Signed: \_\_\_\_\_

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

ADOPTED by the Wasco County Board of Commissioners on  
December 3, 2010.

WASCO COUNTY BOARD  
OF COMMISSIONERS

  
Dan Ericksen, Chair, County Commissioner

  
Sherry Holliday, County Commissioner

  
Bill Lennox, County Commissioner

# Wasco County

## "Zero Tolerance" Drug Free Workplace Policy

### Statement of Policy

Wasco County (the "County") has zero tolerance against drugs in the workplace. The County is committed to ensuring a safe work environment, providing high quality services to our clients, and to fostering the health and well-being of its' employees. This commitment is jeopardized when any of our employees use drugs on the job, comes to work under the influence, or possesses, distributes or sells alcohol or drugs in the workplace. The term "drug" for purposes of this policy includes any prescription or nonprescription medication, illegal substances, or any substance that may affect job performance, or safety.

For the purpose of law enforcement and undercover operations certain aspects of this policy may be waived while actively engaging in undercover operations and/or while transporting drugs or alcohol in the line of duty.

The goal of this policy is to maintain a safe, productive drug-free work environment. Drugs will not be tolerated at the County. Abuse of prescribed medications and over-the-counter drugs will not be tolerated at the County.

With these basic objectives in mind, we have established the following policy:

- *It is a violation of policy for any employee to use, possess, distribute, sell, trade, or offer for sale alcohol or drugs in the workplace, or in circumstances that we believe might adversely affect our operations or safety.*
- *It is a violation of policy for any employee to report to work under the influence of intoxicants, to be in this condition while on County property, or in other circumstances we believe might adversely affect our operations or safety.*
- *It is a violation of policy for any employee to report for work or remain at work while having an alcohol concentration of 0.02 or greater.*

Violations of this policy will subject the employee to disciplinary action up to and including termination.

### Positive Test Result

An employee whose drug test result is "positive" or whose has an alcohol concentration is 0.02 or greater will be considered in violation of this policy. The County has a zero tolerance drug/policy.

For purposes of this policy, "under the influence of drugs" or "under the influence of intoxicants" is any detectable level of drugs present or a 0.02 or greater concentration of alcohol in the individual's system (based on the results of urinalysis or breathalyzer testing),

Failure to give written consent, without qualification, to testing, or failure to provide samples for testing will be considered insubordination, and grounds for immediate suspension and later termination. In addition, failure to consent to and provide a sample for a urinalysis test or breathalyzer upon request will be considered the same as a positive test.

## **County Assistance**

An employee who believes that he/she has a problem involving the use of alcohol or drugs can ask a supervisor, or any member of management he or she feels comfortable talking to, for confidential assistance. No discipline or reprisals will result merely from an employee asking for such assistance, and the County will work with the employee to initiate an appropriate treatment program. The only exception to this provision is if the employee is already subject to discipline under this policy at the time of the request or announcement. In such cases, having an announced problem with alcohol and/or drugs may not be considered in the determination of appropriate discipline. We will also work with the employee to identify all County benefits and benefit programs that may be available to help deal with the substance abuse problem.

The County may require an employee seeking help under this policy to confidentially visit an employee assistance counselor whenever, in the County's judgment, this may help identify or correct a performance problem, or help in the successful implementation or completion of a treatment program.

Any request for assistance and any later treatment program will be kept as confidential as possible under all the factual circumstances.

However, it is the responsibility of the employee to seek County assistance before drug or alcohol problems lead to on-the-job safety or misconduct incidents, or a violation of this policy. If you use alcohol or drugs in connection with work, or otherwise violate this policy, thus endangering yourself or other employees, you will not be entitled afterwards to enter a treatment program and avoid discipline or penalty. You will instead be discharged unless the County, in its sole discretion and judgment, decides to show leniency in a particular case, and still allow you to enter a treatment program,

## **Pre-employment Testing**

Wasco County is committed to protecting the safety, health and well being of all employees and other individuals in our workplace. We recognize that alcohol abuse and drug use pose a significant threat to our goals. We have established a drug-free workplace program that balances our respect for individuals with the need to maintain a drug-free environment.

To ensure the accuracy and fairness of our testing program, all testing will be conducted according to the law and may include a screening test; a confirmation test, the opportunity for a split sample; reviewed by a Medical Review Officer, including the opportunity for employees who test positive to provide a legitimate medical explanation, such as a physician's prescription, for the positive result.

Each selected applicant, as a condition of employment, will be required to participate in pre-employment testing upon selection or request of management, where a "safety-sensitive" position or CDL licensing is required, as per Appendix B. x

In the case of applicants, if he or she refuses the drug-testing policy, the offer of employment can be withdrawn. All information received by Wasco County through the drug-free workplace program is confidential communication.

All drug-testing information will be maintained in separate confidential records.

## **Current Employee Testing**

All current employees are subject to drug and alcohol testing as described below. If an employee is covered by Department of Transportation regulations, additional testing requirements will apply and will be enforced. (See Attachment "C")

## **Probable Cause for Testing**

Where we have probable cause that any employee is in violation of this policy, the employee will be required to submit to testing to determine the presence, use, or any involvement with alcohol or drugs. The County reserves the right to determine whether probable cause for testing exists.

Probable cause or circumstances that could be indicators of a violation of the alcohol and drug policy and considered probable cause prior to the time of the test, is observable, objective evidence that gives the County a reasonable basis to suspect that the employee may be impaired or affected by drugs or alcohol in the workplace and may include, but is not limited to the following:

- Observed drug or alcohol use during work hours, or employee statements or admissions regarding such use;
- Observable physical symptoms of impairment or intoxication;
- Bizarre behavior; Bizarre Behavior is generally defined as any behavior or actions that would commonly cause an objective person to become alarmed or concerned for themselves or the person exhibiting such behavior, including but not limited to inappropriate clothing, lack of sanitary practices or personal hygiene, inappropriate shouting or gesturing or exposure of body parts, excessive cursing, agitation, excess sleepiness, inappropriate and/or unwanted touching, spitting, vomiting, slurred or excited speech, difficulty walking or standing.
- Incoherent mental state;
- A substantial reduction in productivity;
- Marked or significant changes in personal behavior or performance that are otherwise unexplainable;
- Repeated tardiness or unexplained, patterned or unprotected absences;
- Credible reports of alcohol or drug use in violation of this policy or credible reports of off-the-job illegal drug use;
- Workplace accidents or injuries to person or property (Post Accident Testing – below) or other actions that provide probable cause to believe the employee may be in violation of the alcohol and drug policy.

### **Post Accident Testing**

Any employee involved in or otherwise causing a job-related accident which causes personal injury to the employee, clients, staff or others, that requires medical treatment by a physician or by hospital/clinic medical personnel, and whose behavior may have caused or contributed to the accident, will be required to take an alcohol and/or drug test immediately following the accident or at the time of initial treatment by a medical care facility.

Any employee involved in or otherwise causing an accident resulting in what the County deems substantial damage to County property or to another's property while the employee is conducting County business may be required to take an alcohol and/or drug test. Also, "near miss" incidents, where there is no personal or physical damage or injuries will be evaluated and the County will make a determination as to whether or not to test for drugs or alcohol for any or all employees involved.

### **Random Testing –Safety-Sensitive Positions**

The County also reserves the right to conduct random or unannounced drug testing of those employees holding safety-sensitive positions. (See Appendix “B”) This may include testing by random selection (a neutral, unbiased selection process will be used) with the objective that all employees holding safety-sensitive positions will be tested at least one time during any two year period. Those employees holding safety-sensitive positions will receive an individual notice, prior to the commencement of random testing under this policy, indicating that their position has been designated as a testing-designated position and that the employee will be subject to random testing no sooner than thirty days following the notice. Employees receiving the notice will be required to read and sign the notice acknowledging that their position has been selected for random testing and that refusal to submit to testing will result in disciplinary action, up to and including termination. If an employee refuses to sign the acknowledgement, the employee’s supervisor shall note on the form that the employee received the notice.

### **Retest Option**

Any employee who tests positive by urinalysis testing is entitled to have the same specimen retested. The employee must request such a retest in writing within three calendar days of receiving notice of a positive test result. The employee’s request for a retest must be conducted at a certified and licensed laboratory acceptable to the County. In the case of a positive drug test, the initial test for drugs must be confirmed by a second test of a different type from a clinical laboratory in the same geographical area.

### **Prescription Drugs**

Employees who are medically authorized to use over-the-counter drugs or prescription drugs which might impair safe job performance are responsible to determine from a physician, physician assistant, nurse practitioner or pharmacist whether or not the substance is capable of impairing safe job performance. If the medication could impair safe job performance, the employee must report the existence of a safety issue to their supervisor or County’s Human Resources Department and provide proper written medical authorization from a clinician stating that the clinician has reviewed the position description and has concluded that it is safe for the employee to work while using such authorized drugs. The County will request follow up information if necessary to ensure use of the medication does not jeopardize the safety of the employee, other staff members, clients, or the general public. Consistent with federal and state laws, the County will keep all such information confidential.

### **Arrest or Conviction – Drugs**

Employees are required to notify the County of any criminal drug statute arrest or conviction no later than five (5) days after such arrest or conviction.

### **Arrest or Conviction – Alcohol**

Employees that are assigned to drive a County vehicle as part of performing their job duties are required to notify the County of any DUII arrest and /or conviction prior to the start of their next regularly schedule shift.

### **Last Chance Agreement - Post-Rehabilitation Testing**

All employees undergoing a treatment program (voluntarily, or with the County’s agreement in order to avoid discipline) will be required as a condition of continued employment to sign a “last chance agreement requiring: (1) commitment to participate and successfully complete a substance abuse rehabilitation program; (2) adherence to the rehabilitation counselor’s recommendations, including, but not limited to agreeing to remain drug or alcohol free; (3) participation in an employee assistance program or other similar program;



and/or (4) submission to random or periodic drug or alcohol testing to demonstrate that the employee remains drug or alcohol free. Violation of a last chance agreement will subject an employee to termination.

\*\*\*\*\*

We recognize that situations may arise which are not specifically covered by this policy and these guidelines. Such situations will be dealt with on a case-by-case basis taking into account such things as the nature of the situation or problem, the employee's overall employment record and job assignment, the potential impact on production and safety and customer relations concerns.

## **APPENDIX B**

### **Guidelines for Determining if a Position is Safety Sensitive**

Examples of Positions that are typically deemed safety-sensitive:

1. DA Office personnel.
2. Sheriff's Office personnel.
3. Community Corrections personnel.
4. Transit Personnel.
5. Public Works personnel.
6. Juvenile/Youth personnel.
7. Anyone routinely driving a vehicle (personal or County's) for work-related reasons, and who will have client or non-county employee as a passenger.
8. Commercial motor vehicle operators, especially those carrying passengers or hazardous materials.
9. Health care workers that monitor critically ill patients, respond to medical emergencies, or perform surgery.
10. Maritime watchstanders, especially on ships carrying passengers or hazardous materials.
11. Monitors of safety-sensitive systems, such as air traffic controllers.
12. Pilots
13. Quality control inspectors whose detection capabilities determine the safety and quality of manufactured products.
14. Security guards who are responsible for personal safety and the security of potentially hazardous work environments.
15. Holds a commercial driver's license (CDL).
16. Drives vehicles of over 26,001 GVWR (Gross vehicle weight restrictions).
17. Drives vehicles designed to transport more than 16 passengers, including the driver.
18. Service as a crew member on board a commercial or an oceanographic vessel.
19. Controls the movement of motor vehicles requiring a commercial driver's license for operation.
20. Performs activities associated with motor vehicle maintenance/inspection services.

## PERFORMANCE AGREEMENT

I, \_\_\_\_\_, agree that I have violated the County policy relating to: [failure of random drug/alcohol test; failure of reasonable cause/suspicion drug/alcohol test; being at work under the influence of intoxicants; possession/sale of illegal drugs, other specific performance issues]. I further agree and acknowledge that as a result of this violation, I am eligible for discipline, up to and including termination.

I have been advised and acknowledge that the County may, in lieu of the foregoing discipline, allow me to continue my employment with the County only on the condition of my agreement and adherence to the terms and provisions of this Performance Agreement, including but not limited to the successful completion of an alcohol/drug treatment program.

### I AGREE TO THE FOLLOWING TERMS AND PROVISIONS:

I agree to undertake and/or continue a treatment and recovery program in order to end my substance abuse problem and stay working for the County as a healthy and safe employee.

I agree to immediately contact \_\_\_\_\_ and schedule the appropriate assessment and/or intake appointment in order to determine the recommended treatment and recovery program requirements; I further agree to cooperate in the assessment and/or intake process.

The specific details of my treatment and recovery program are to be determined by the drug/alcohol counselor or treatment therapist. I agree to provide to the County the recommended treatment and recovery program requirements immediately upon being advised of such requirements. I further agree and authorize the County to discuss the specific requirements of the recommended treatment and recovery program with the drug/alcohol counselor, treatment therapist or physician assigned to my case. I understand and agree that the specific requirements of the recommended treatment and recovery program are incorporated into this agreement and made a part hereof.

I understand that my continued employment is conditional upon my complying with all terms, requirements, conditions and recommendations of the treatment program in the future, and complying with all terms and conditions of the County's drug and alcohol policy. I also understand that during all periods of work for the County during or after my treatment, I must meet all established standards of conduct and job performance, and that I will be subject to the County's normal disciplinary procedures if I fail to meet any of these standards.

I authorize the County officials to communicate with my treating physician and/or my drug and alcohol counselor or treatment therapist, and to receive any and all information from him or her with respect to my status and compliance with the treatment program.

I will comply with all treatment program requirements to their successful conclusion. **I PROMISE TO REMAIN FREE OF THE EFFECTS OF ALCOHOL OR ILLEGAL DRUGS DURING WORKING HOURS AND/OR AT ANY TIME LEGALLY REQUIRED BY STATE OR FEDERAL LAW, AND/OR AS REQUIRED UNDER THE TERMS OF THE TREATMENT PROGRAM MENTIONED ABOVE.**

I agree to submit to County directed periodic random drug screen testing without cause during the following period: *two years*. The County will pay for any such testing. Any positive test will result in my immediate discharge. This Agreement shall be in effect for two years from its date.

IN CONSIDERATION OF THE COUNTY'S PROVIDING ME WITH TIME OFF FOR TREATMENT AND OTHER ASSISTANCE, AND NOT TERMINATING ME, I AGREE TO KEEP EACH OF THE PROMISES HEREIN. I UNDERSTAND AND AGREE THAT MY FAILURE TO OBSERVE THE TERMS OF THIS AGREEMENT WILL SUBJECT ME TO IMMEDIATE TERMINATION FROM THE EMPLOY OF THE COUNTY.

\_\_\_\_\_

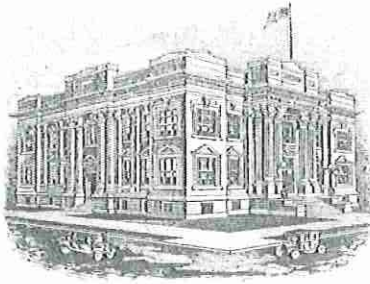
By \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**Agenda Item**  
**Wholly Uncollectible**  
**Personal Property Taxes**

- [Memo From Tax Collector](#)
- [Uncollectible Account](#)
- [Affidavit of Tax Collector](#)
- [Affidavit of District Attorney](#)
- [Order #13-093 Cancelling Taxes](#)



# WASCO COUNTY

Dept. of Assessment & Tax

511 WASHINGTON ST # 208  
THE DALLES, OREGON 97058-2237

Assessment (541) 506-2510

Tax (541) 506-2540

Fax (541) 506-2511

TIM R. LYNN  
ASSESSOR / TAX COLLECTOR

DONNA MOLLET  
CHIEF DEPUTY ASSESSOR

DARLENE LUFKIN  
CHIEF APPRAISER

SYLVIA LOEWEN  
CHIEF TAX DEPUTY

DATE: April 11, 2013

TO: Wasco County Board of County Commissioners

FROM: Tim R. Lynn  
Wasco County Assessor/Tax Collector *TL*

SUBJECT: Cancellation of Uncollectible Personal Property Taxes

I am requesting the Wasco County Board of County Commissioners for an Order Cancelling Uncollectible Personal Property Taxes, pursuant to ORS 311.790.

Please find attached the Personal Property account that meets the necessary criterion.

**FORGIVING LIST OF WHOLLY UNCOLLECTIBLE TAXES PURSUANT TO ORS 311.790**

ACCOUNT:	NAME:	YEAR:	AMOUNT:	REASON UNCOLLECTIBLE:
#1365	THOMAS, LARRY DE HART, K MIKE C/O VAN VALKENBURGH	2009	\$352.00	PROPERTY WAS AN A1 ACCT, A SIGN THAT WAS REMOVED MARCH OF 2009.

ASMT YR 2012      TAX YR 2012      REAL  
 REF      1365 THOMAS LARRY  
 Batch & Amt      DE HART K MIKE  
 N      .00      C/O VAN VALKENBURGH  
 Mo 1/D Year      204 E 4TH ST  
4 I 2013      THE DALLES, OR      97058

TAX PAYMENT ENTRY  
 MAP# 2N 13E 29DB 7400 A01  
 CODE 97

COMMENTS

YEAR	TAX AMOUNT	- TAX PAID	= TAX DUE	+ INT/-DIS	= TOTAL DUE	S	M	J
2002	239.97	239.97						
2003	250.56	250.56						
2004	258.26	258.26						
2005	269.25	269.25						
2006	278.98	278.98						
2007	293.08	293.08						
2008	342.65	342.65						
2009	352.00		352.00	178.35	530.35			

FEES:

TOT:	2284.75	1,932.75	352.00	178.35	530.35			
Payor	Typ	Chk	Amount	Year	Date	Int One	Int Two	Discount
THOMAS LARRY	SP	Y			41113			
I-PR 2-SR 3-EN 9-FE 10-RC 11-TR 12-HS 14-FO 15-M5 16-JV 17-AS 20-CM 21/2-PR/NX								



IN THE COUNTY COURT OF THE STATE OF OREGON  
IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE CANCELLATION )  
OF CERTAIN UNCOLLECTIBLE PERSONAL ) A F F I D A V I T  
PROPERTY TAXES. )

STATE OF OREGON, )  
 ) ss.  
County of Wasco. )

I, TIM R. LYNN, being first duly sworn on oath depose and say: That I am the duly qualified and acting Tax Collector in and for the County of Wasco; That the attached list of personal property taxes was prepared in my office and under my direction; That I have examined said list and investigated the feasibility of collection of said taxes; That from my investigation I have determined that the property was an A1 account – a sign that was removed in March, 2009; and That in my opinion said taxes are wholly uncollectible by virtue of these facts; and Further that I make this Affidavit in support of a Motion for an Order of this Court declaring the said taxes to be uncollectible

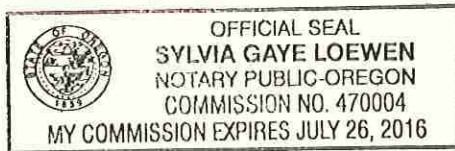
and directing me as Tax Collector of this County to cancel said uncollectible personal property taxes.

DATED this 23rd day of April, 2013.

  
\_\_\_\_\_  
Tim R. Lynn  
Wasco County Tax Collector

SUBSCRIBED AND SWORN to before me this 23rd day of  
April, 2013.

  
\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: July 26, 2016



IN THE COUNTY COURT OF THE STATE OF OREGON  
IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE CANCELLATION )  
OF CERTAIN UNCOLLECTIBLE PERSONAL ) A F F I D A V I T  
PROPERTY TAXES. )

STATE OF OREGON, )  
 ) ss.  
County of Wasco. )

I, ERIC J. NISLEY, being first duly sworn on oath depose and say:  
That I am the duly elected, qualified and acting District Attorney for the State  
of Oregon in and for the County of Wasco; That based upon the Affidavit of  
Tim R. Lynn, Tax Collector of said County, I have determined that the  
attached list of taxes of personal property represents a list of uncollectible  
personal property taxes which are delinquent and are now wholly  
uncollectible by virtue of the property was an A1 account, a sign that was  
removed in March of 2009; Further that I make this Affidavit in support of a  
written application under ORS 311.790 for an Order directing the Tax  
Collector to cancel such personal property taxes as uncollectible.

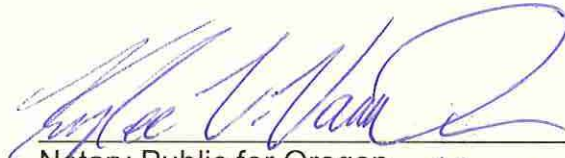
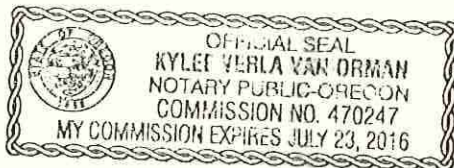
DATED this \_\_\_\_\_ day of April, 2013.



Eric J. Nisley  
Wasco County District Attorney

SUBSCRIBED AND SWORN to before me this 25 day of

April, 2013.



Notary Public for Oregon  
My Commission Expires: 7/23/16

IN THE BOARD OF COUNTY COMMISSIONERS  
OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE CANCELLATION )  
OF CERTAIN UNCOLLECTIBLE PERSONAL ) O R D E R  
PROPERTY TAXES. ) #13-093

NOW ON THIS DATE, the above-entitled matter having come on regularly to be heard upon the Motion of the District Attorney for an Order declaring certain taxes upon personal property to be now uncollectible and directing the Tax Collector to cancel said personal property taxes; it appearing to the Board from the Affidavits of Tim R. Lynn, Tax Collector of this County, and Eric J. Nisley, District Attorney for Wasco County, that the taxes listed in the complaint are wholly uncollectible.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Tim R. Lynn, Tax Collector for Wasco County, cancel the taxes listed in the motion on file in this matter, attached hereto, and by this reference incorporated herein, as

uncollectible personal property taxes; it is further ordered that this Order be entered in the Journal of the Board of County Commissioners.

DATED this 1<sup>st</sup> day of May, 2013.

WASCO COUNTY BOARD OF  
COUNTY COMMISSIONERS

---

Rod Runyon, Commission Chair


---

Scott Hege, County Commissioner

---

Steve Kramer, County Commissioner

APPROVED AS TO FORM:



---

Eric J. Nisley  
Wasco County District Attorney

**Agenda Item**  
**VSO Quarterly Report**

- [Report](#)

### Wasco County Veterans Service Office Report

Month	Retroactive Payments	New Recurring Payments	New Awards	Increase Awards
January 2013	\$70,225	\$4,419	4	2
February 2013	\$143,174	\$2,365	2	1
March 2013	\$84,956	\$1,983	4	0
April 2013				
May 2013				
June 2013				
July 2013				
August 2013				
September 2013				
October 2013				
November 2013				
December 2013				
<b>Year to Date</b>	<b>\$213,348 total retro</b>	<b>\$6,784 Total monthly</b>		
<b>Total</b>	<b>\$224,551 total new money</b>	<b>\$11,203 combined monthly</b>	<b>6</b>	<b>3</b>

- Contacts: 18.1% Klickitat County; 6% Other
  - In Office: 580
  - Phone: 521
- 13 awards (3 increases; 10 new)
- Denials: 6
- VA Health Care: (93 for the quarter)
  - Initial Applications: 37
  - Annual Renewals: 3
- Volunteer Program
  - 900+ volunteer hours
- Attended ODVA Spring 2013 Training Conference (Both Russell and Patrick attended)
  - Portland VARO reported that during their conversion from paper to paperless processing they have gone from 3-4 claims per day per team to 1-2 claims. They anticipate this will improve as RVSRs become more familiar with the new systems and bugs are worked out.
- Started a pilot program for outreach to the Oregon Veteran's Home. Primarily to assist those veterans who are unable to travel to the office.



**Agenda Item**  
**East Multnomah IGA**

- [East Multnomah Soil & Water Conservation  
District IGA](#)

# INTERGOVERNMENTAL AGREEMENT

Between

East Multnomah Soil and Water Conservation District  
5211 N Williams Ave  
Portland, OR 97217  
(503) 222-7645

“District”

and

Wasco County Weed Department  
2705 E. 2nd Street  
The Dalles, OR 97058  
(541) 506-2650

“Partner”

---

## PURPOSE

This Intergovernmental Agreement (hereinafter “Agreement”) is made and entered into by and between the East Multnomah Soil and Water Conservation District (hereinafter “District”), and the Wasco County Weed Department (hereinafter “Partner”). This Agreement defines the roles and responsibilities of the parties in the implementation of a project to control noxious weeds within the boundaries of the District.

## EXECUTION OF THIS DOCUMENT

Execution of this document by authorized officers constitutes the entire agreement between the District and the Partner. This Agreement includes:

- Exhibit A: Indemnity Agreement for Third Party Contractors
- Exhibit B: Scope of Work
- Attachment 1: Pages 44 and 45 of the Oregon Department of Transportation’s *Oregon Temporary Traffic Control Handbook for Three Days or Less* (Attachment 1) including the use of a shadow vehicle at all times.
- Attachment 2: Pest management measures, spill response, and adverse incident procedures

## EFFECTIVE DATE AND DURATION

This Agreement shall be effective upon signing by all parties. Unless earlier terminated or extended by mutual agreement of the parties hereto, this Agreement shall terminate after the final Project Report and invoices are received by the District and final payments are transacted between the District and the Partner, or on June 30, 2013, whichever date occurs first. **All invoices must be received by June 30 of each year to receive payment.**

The work to be conducted under the Scope of Work is anticipated to take place on weekdays only between April 29, 2013 and May 24, 2013.

Funding in an amount not to exceed **\$5,000** is awarded to the Partner for the purpose of carrying out the duties and obligations described in this Agreement. The unit price to be reimbursed by the District is \$110.00 per vehicle per hour. Travel time shall be reimbursed by the District at the rate above. Such funds shall be awarded on a reimbursement basis, based on written documentation acceptable to the District of the Partner’s actual costs.

## **DISTRICT AUTHORITIES**

Under ORS 568.550 and ORS 568.552, the District has the authority to enter into written agreements with, and within the limits of appropriations duly made available to it by law, to furnish financial or other aid to any agency, governmental or otherwise, or any owner or occupier, or both of them, of lands within the District.

## **PARTNER RESPONSIBILITIES**

The Partner is responsible for managing the Project. The Partner is fully accountable for all District funds received. To be eligible for reimbursement, such funds may be used only for purposes approved by the District.

### **The Partner shall:**

1. Carry out the tasks identified in the Scope of Work.
2. Purchase any materials needed for the Project.
3. Carry out, hire or contract for, the Project. The Partner shall be responsible for the employment, supervision, and work assignments of its employees and/or contractors, and for executing and enforcing any contracts and agreements entered into by the Partner to carry out the Project.
4. Rent or provide any equipment needed for the Project.
5. Ensure that practices are installed according to specifications provided by or agreed to by the District.
6. Provide the District with all receipts and invoices (original or photocopy) by June 30, 2013.
7. Complete the Project by the date provided in this Agreement.
8. Provide to District a Project Report by May 31, 2013, as indicated in Exhibit B.
9. Manage the property and maintain the funded practices for their normal design life (as applicable).
10. Repair or replace work that is damaged by normal use or ordinary natural events. (The Partner is not responsible for repair or replacement due to catastrophic natural events.)
11. For the design life of the Project, permit the District, its officers, agents, employees, contractors and invitees to enter onto the property where the Project is located for purposes of inspecting the work as it is carried out, and to monitor the condition and effectiveness of the Project following completion. The District shall provide reasonable notice to the Partner of such entry, which shall be at times agreeable to the Partner.

## **DISTRICT RESPONSIBILITIES**

The District is responsible for providing funding and/or other aid to the Partner to carry out the Project, as described in the Scope of Work.

### **The District shall:**

1. Reimburse the Partner for agreed-upon Project costs incurred during the period of this Agreement, in the amounts established under this Agreement.
2. Monitor progress and effectiveness of the Project at agreed-upon frequencies.
3. Prepare reports about the Project, including but not limited to the results and condition of the work, which shall be public records.
4. Any time it is determined that the work to be completed under this Agreement is not being done in the prescribed time and manner, advise the Partner of any issues or concerns and request, if necessary, an amendment to this Agreement to reflect any adjustments, including the contract amount.

## **PROJECT MANAGERS**

All reports, correspondence, and required documentation shall be directed to the appropriate Project Manager.

**For the District:**

Lucas Nipp, Conservation Technician  
East Multnomah Soil & Water Conservation District  
5211 N Williams Ave  
Portland, OR 97217  
Phone: 503-935-5363  
Fax: 503-935-5359  
Email: lucas@emswcd.org

**For the Partner:**

Merle A. Keys, Wasco County Weed Superintendant  
Wasco County Weed Department  
2705 E. 2nd Street  
The Dalles, OR 97058  
Phone: 541-506-2650  
Fax: 541-506-2651  
email: merlek@co.wasco.or.us

**OTHER TERMS OF THIS AGREEMENT****Access to records:**

- District, the Secretary of State's Office of the State of Oregon, the federal government and duly authorized representatives shall have access to the books, documents, papers and records of the Partner which are directly pertinent to this specific Agreement for the purpose of conducting record reviews, making audit examination, excerpts, and transcripts.

**Amendments:**

- This Agreement embodies the entire agreement between Partner and District. There are no promises, terms, conditions or obligations other than those contained herein. The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended without a written amendment signed by representatives from both District and Partner.
- No waiver or amendment of any provision of this Agreement shall be deemed, or shall constitute, a waiver or amendment of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

**Assignment and subcontracting:**

- Contracting of some or all of the work outlined in the Scope of Work is permitted. However, Partner shall not assign, transfer, or convey this Agreement or any part thereof, or any interest herein, nor shall Partner subcontract for the performance of any of its obligations hereunder, without the prior written consent of District. Any such subcontracts and all other arrangements made by Partner in connection with its performance hereunder, including Partner's arrangements with its agents and employees, shall be made subject to, and consistent with, the conditions and limitations of this Agreement.

**Ownership:**

- After completion of the Project, all improvements funded with District funds and affixed to the land shall become the property of the Partner or Landowner, whichever is applicable. Improvements not affixed to the land and funded with District funds, such as excess materials and portable equipment, shall become the property of the District.

**Compliance with applicable law:**

- The Partner will comply with all federal, state and local laws and ordinances applicable to the work to be done under this Agreement.

**Liability and indemnification:**

- The Partner and the District shall each be solely responsible for any damage or any third-party liability which may arise from that party's respective acts or omissions under this Agreement, subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution.
- In carrying out its duties and obligations under this Agreement, the Partner shall indemnify and hold harmless the District, its officers, directors, agents and employees, against any and all losses, claims, damages and expenses, including reasonable and necessary attorney's fees, to the extent any such losses, claims, damages and expenses are due to the acts or omissions of the Partner, its officers, directors, agents and employees. The Partner shall have no obligation to indemnify the District should any such losses, claims, damages and expenses result, in whole or in part, from acts, omissions, willful misconduct or gross negligence of the District, its affiliates, officers, directors, agents and employees.
- Any third party that enters into an agreement with the Partner pursuant to this Agreement shall be required to execute the Indemnity Agreement attached hereto as Exhibit A.

**Nondiscrimination:**

- For work related to this Agreement, the Partner agrees to comply with the District's policy of prohibiting discrimination on the basis of race, color, national origin, age, disability, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisals, or because all or part of an individual's income is derived from any public assistance program.

**Return of District funds:**

- If any of the practices funded under this Agreement fail within their design life due to circumstances within the Partner's control (e.g., neglect, failure to protect and maintain the practices, destruction of the practice before the expiration of its design life, or other actions which cause the cost-shared practice to become non-viable), the Partner hereby agrees to refund to the District some or all of the funds provided for those practices, as determined by the District.
- The Partner shall not be responsible for, and the District shall not be obligated to replace, failed practices caused by force majeure (e.g., catastrophic weather events, earthquake, wildfire, drought or other acts of God, acts of war, or other significant events beyond either party's control).

**Termination of agreement:**

- The District or the Partner may terminate this Agreement at any time by giving thirty (30) days written notice to the other.
- If a notice of termination is given, the Partner shall halt work and shall make all reasonable efforts to cancel any commitments that are dependent on District funds.

**AGREED:**

---

**Partner signature**

---

**Print name**

---

**Date**

---

**District signature**

---

**Print name**

---

**Date**

## EXHIBIT A

### Indemnity Agreement for Third Party Contractors

#### East Multnomah Soil and Water Conservation District Conservation Landowner Incentive Program Partners in Conservation Program General Fund Projects

This Indemnity Agreement ("Agreement") is entered into by and between East Multnomah Soil and Water Conservation District ("District") and \_\_\_\_\_ ("Contractor"), and shall be effective upon signing by both parties hereto.

WHEREAS, the Contractor has been retained on behalf of a Cooperator or Partner of the District pursuant to an underlying agreement ("Underlying Agreement") entered into between the District and another party to provide services relating to, or otherwise carry out, a project that is partially or completely funded by the East Multnomah Soil and Water Conservation District ("District"),

THEREFORE, for the mutual consideration contained herein, the District and the Contractor hereby agree as follows:

1. This Agreement shall apply to services performed by the Contractor pursuant to any Underlying Agreement for the purposes herein described, whether or not this Agreement is attached to, or expressly made a part of, such Underlying Agreement.
2. In carrying out its duties and obligations under the Underlying Agreement, the Contractor shall indemnify and hold harmless the District, its officers, directors, agents and employees, against any and all losses, claims, damages and expenses, including reasonable and necessary attorney's fees, to the extent any such losses, claims, damages and expenses are due to the acts or omissions of the Contractor, its officers, directors, agents and employees. The Contractor shall have no obligation to indemnify the District should any such losses, claims, damages and expenses result, in whole or in part, from acts, omissions, willful misconduct or gross negligence of the District, its affiliates, officers, directors, agents and employees.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

#### CONTRACTOR:

By: \_\_\_\_\_

Its: \_\_\_\_\_

#### DISTRICT:

By: \_\_\_\_\_

Its: \_\_\_\_\_

## **EXHIBIT B**

### **Scope of Work**

The Partner, Wasco County Weed Department, will:

- The Partner will apply herbicides to all garlic mustard growing in the roadside right of ways on both side of the Historic Columbia River, Highway 100 from milepost 4.5 to milepost 12.5
- The Partner will follow traffic safety requirements as found on pages 44 and 45 of the Oregon Department of Transportation's *Oregon Temporary Traffic Control Handbook for Three Days or Less* (Attachment 1) including the use of a shadow vehicle at all times.
- Herbicide applications shall be made from the spray vehicle.
- The District will prescribe the type(s) and application rates of herbicides and all other chemicals to be used. No substitutions will be accepted without prior written approval by the District. The Partner will not be reimbursed for chemicals purchased other than those approved and prescribed by the District.
- Applications shall be made using Garlon 3A or Element 3A herbicide mixed at a rate of 2 percent and an aquatic surfactant. Dye and/or a drift reducing agent may be used if Partner desires.
- All applicators must have a current State of Oregon pesticide applicator or trainee license.
- The partner will notify the District one day prior to conducting any work under this agreement.
- The Partner will submit a report to the District regarding the type, application rate/strength, amount of herbicides and all other chemicals sprayed.

#### 4.110 Mobile Operation on 2-Lane, 2-Way Road

Diagram 110

Diagram No. 110 covers a typical continuous slow-moving operation in the travel lane of a two-lane, two-way road. It does not include a layout for every possible work situation, but shows the minimum requirements for this type of operation.

1. Use truck-mounted high-intensity rotating, flashing, oscillating or strobe warning lights with 360° visibility on all work and shadow vehicles. In addition, arrow panels in the caution mode or PCMS may be used.
2. A shadow vehicle should be used when:
  - a. sight distance is less than 750 feet,
  - b. dust created by the operation, fog or other low visibility conditions reduces the sight distance to less than 500 feet, or
  - c. speed is 45 mph or higher.
3. The shadow vehicle is also optional when the traffic volume is below 400 ADT.
4. When a shadow vehicle is used:
  - a. signs on work vehicle are optional, and
  - b. the shadow vehicle may replace the advance warning signs.
5. The shadow vehicle should:
  - a. adjust the space between the work vehicle and between each additional shadow vehicle to deter road users from driving in between,
  - b. slow down before vertical or horizontal curves that restrict sight distance, and
  - c. maintain a position on the right side of the highway as much as possible.
6. If a shadow vehicle is not used:
  - a. advance warning signs or PCMS should be used, and
  - b. signs may cover up to five miles and should include the distance on the sign.
7. When the work vehicle is traveling alone, a TMA should be considered. The initial vehicle, either work or shadow vehicle, which will be exposed to traffic in the travel lane may be equipped with an attenuator.
8. Where practical and when needed, the work and shadow vehicles should pull over periodically to allow motor vehicle traffic to pass.
9. Use ROAD WORK, SWEEPER or other work-appropriate rear mounted signs with a minimum size of 36". When there will be limited opportunity for passing, the sign may be substituted with a black-on-white, rectangular YIELD TO ONCOMING TRAFFIC or DO NOT PASS sign.
10. A PCMS may be placed at the beginning of the section of road to warn traffic of the work ahead. The sign should state the type of work on panel one and NEXT X MILES on panel two. The distance between the work and the PCMS should be limited to five miles or less.

#### Mobile Operation on 2-Lane, 2-Way Road

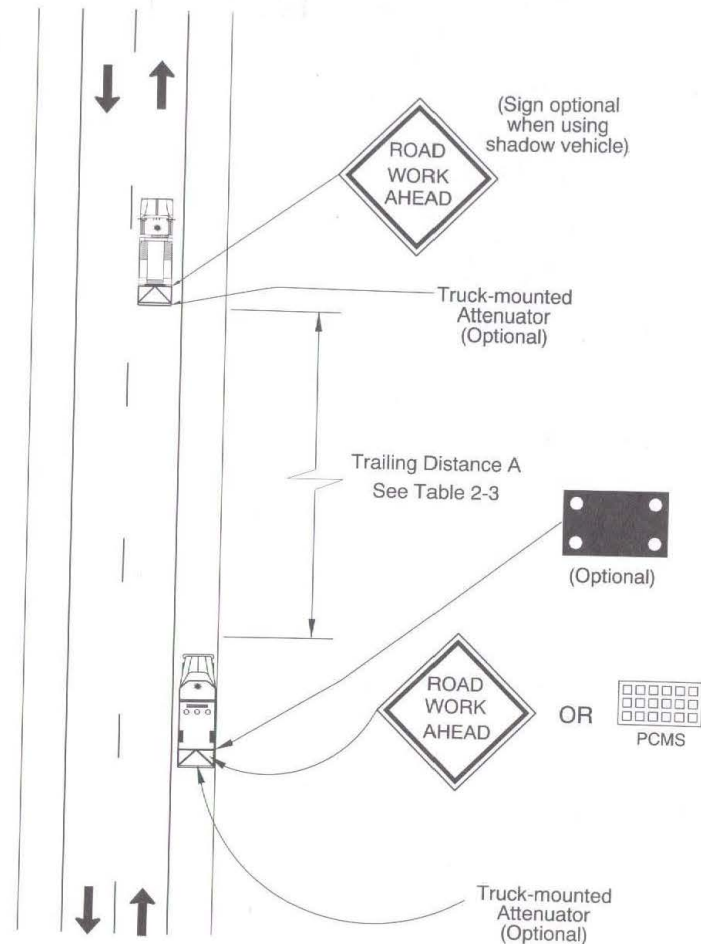


Diagram No. 110



# **Pest Management Measures, Spill Response and Adverse Incident Procedures**

**To be followed by all contractors conducting herbicide application for East Multnomah SWCD**

## ***Pest Management Measures***

The Contractor must follow the pest management measures below at all times when applying or preparing to apply pesticides and during cleanup following pesticide applications covered under this contract:

- Perform regular maintenance activities on pesticide application and mixing equipment to reduce leaks, spills, or other unintended discharges of pesticides associated with the application of pesticides, including mixing and loading activities.
- Maintain the pesticide application equipment in proper operating condition by calibrating, cleaning and repairing the equipment as necessary to ensure effective and accurate pesticide applications.
  - If any equipment malfunctions, breaks, or leaks stop use immediately and store in a leak-proof container. If any spills occur refer to spills section below.
    - Any such equipment shall be repaired and tested with only water before it will be loaded with a pesticide solution and used under this contract.
- Assess weather conditions (e.g. air and water temperature, precipitation and wind speed) in the treatment area to ensure application is consistent with all applicable pesticide application requirements.

## ***Spill Response Procedures***

### **Spill Containment**

If a pesticide spill occurs, the Contractor must follow the steps below to contain and clean up the spill:

- Protect yourself. Put on personal protective equipment to avoid contact with the spilled material.
- Stop the source. If the source can be contained, it will be done by placing the leaking container(s) into a larger chemical resistant container. If it cannot be contained, help will be obtained by calling the Oregon Emergency Response System (OERS) at 800-424-0311, Chemtrec at 800-424-9300, and, if necessary, local emergency responders at 911.
- Protect other people. Isolate the spill from people and animals. Rope off the contaminated area if necessary and be aware of flammable materials.
- Contact the EMSWCD project manager immediately

- Stay at the site. An employee equipped with proper PPE will be at the spill site at all times until it has been cleaned up.
- Confine the spill. When the source of the leak is under control, measures will be taken to keep the spilled material from spreading. Spills will be absorbed by kitty litter if possible. Larger spills will be contained by building a berm or dike, especially if it's moving towards a water source or pathway towards water, and then absorbed.
- Clean and dispose of spilled material and material used in cleanup. Once the spilled material has been absorbed, it and cleanup material will be collected and placed in a chemical resistant container and disposed of as directed on the pesticide label.
- Decontamination. If the spill is on a sealed surface, use water and detergent to remove residue, then absorb this mixture with kitty litter and dispose of as directed on pesticide label. If the spill occurs on soil, contact DEQ for guidance. Soil may need to be excavated with DEQ permission.
- Neutralize. Contact the pesticide manufacturer, Chemtrec, and/or OERS for specific instructions to neutralize the spill.
- Clean up. Decontaminate equipment used in the cleanup process and yourself.

## ***Adverse Incident Response Procedures***

### **Responding to an Adverse Incident**

If the Contractor observes an adverse incident that requires emergency medical attention, call 911 immediately. If the incident causes life threatening conditions, perform appropriate first aid/CPR while waiting for paramedics to arrive at the scene. A list of emergency medical centers can be found below. Once any immediate emergency needs have been addressed, contact the EMSWCD project manager immediately.

If an adverse incident as defined below is observed by the contractor, contact the EMSWCD project manager immediately.

An adverse incident is defined as, “an unusual or unexpected incident that you have observed upon inspection or of which you otherwise became aware, in which:

1. A person or non-target organism has likely been exposed to a pesticide residue, (e.g. direct contact or through drinking water) and
2. The non-target organism suffered a toxic or adverse effect.

The phrase “toxic or adverse effect” includes effects that occur within waters of the state on non-target plants, fish or wildlife that are unusual or unexpected (e.g., non-target organisms are those not described on the pesticide product label or otherwise not expected to be present) as a result of exposure to a pesticide residue, and may include:

- Distressed or dead juvenile and small fish
- Washed up or floating fish
- Fish swimming abnormally or erratically

## Attachment 2: Pest Management Measures, Spill Response and Adverse Incident Procedures

- Fish lying lethargically at water surface or in shallow water
- Fish that are listless or nonresponsive to disturbance
- Stunting, wilting, or desiccation of non-target submerged or emergent aquatic plants
- Other dead or visibly distressed non-target aquatic organisms (amphibians, turtles, invertebrates, etc.)

The phrase, “toxic or adverse effects,” also includes any adverse effects to humans (e.g., skin rashes), or animals that occur either from direct contact with or as a secondary effect (e.g., sickness from consumption of plants or animals containing pesticides) from a discharge to waters of the state and that are temporally and spatially related to exposure to a pesticide residue (e.g. vomiting, lethargy).”

### **Contact information for nearest emergency medical centers:**

- Legacy Mt Hood Medical Center, 24800 SE Stark St, Gresham, OR, 503-674-1122
  - Near (west of) Mt Hood Community College
- Adventist Medical Health Center, 10123 SE Market St, Portland, OR 97216, 503-257-5200
  - Off I-205 at Stark Street exit
- Providence Portland Medical Center, 4805 Northeast Glisan St, Portland, OR 97213, (503) 215-1111
  - Off I-84, Northeast Portland
- Legacy Emanuel Medical Center, 2801 N. Gantenbein, Portland, OR, (503) 413-2200
  - Near EMSWCD office off of Vancouver Blvd.

### **Notification of an Adverse Incident**

Following an adverse incident as described above and after any necessary medical care has been obtained, contact the EMSWCD project manager immediately.

**Agenda Item**  
**Public Health Contract**

- [Mid-Columbia Medical Center & North Central  
Public Health Division Business Associate  
Contract for Nutrition Services](#)

Mid-Columbia Medical Center  
And North Central Public Health Division

**BUSINESS ASSOCIATE CONTRACT**

This agreement is effective May 1, 2013, by and between North Central Public Health Division (NCPHD) and Mid-Columbia Medical Center ("Contractor").

WHEREAS, NCPHD is interested in having Contractor provide dietitian and nutritional services as set forth in this agreement; and Contractor is licensed to perform and is willing and able to provide such services.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions set forth below, the parties agree as follows:

1. Services to be performed: The Contractor agrees to provide dietitian and nutritional services to all clients that NCPHD refers to Contractor. The services shall be provided in accordance with the highest standards of professional practice and will be billed at \$45.00 per hour. NCPHD shall have the right, but not the obligation to evaluate the quality of Contractor's performance and adherence to the Standards of Care.

The registered dietitian services provided by the Contractor shall include, but not be limited to:

- A. Providing nutritional counseling services for NCPHD clients and their families. Collaboration with the multidisciplinary team for developing long-term and short-term treatment plans.
  - B. The documentation of nutritional services provided by Contractor in the client's medical record.
  - C. Participation as a consultant to the multidisciplinary team.
  - D. Participation in performance and quality improvement as needed.
  - E. Providing staff in-services for nutrition-related topics and issues.
  - F. Providing other related services as may be deemed necessary by NCPHD management.
2. Contractor Licensure: Contractor shall maintain in good standing all licenses that are required to perform the nutritional and dietitian services contemplated by this agreement and shall provide NCPHD with documentation of that licensure. If contractor ceases to have any of the required licenses, Contractor shall give notice of such fact to NCPHD who shall have the right to terminate this agreement immediately without penalty or liability.
  3. Client Records: As needed to perform the services outlined in this agreement, Contractor shall have access to the clients' charts. The clients' medical records and individual client files shall remain property of NCPHD and shall be maintained according to the federal and state regulations. Contractor shall hold all confidential information about clients in strict confidence.

4. Payment: Contractor will provide services at a charge of \$45.00 per hour.
5. Nondiscrimination: Compliance with Applicable Law: Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the work under this contract. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with: (i) Title VII of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425, and (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.
6. Contractor shall maintain all fiscal records relating to this agreement in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this agreement in such a manner as to clearly document Contractor's performance hereunder. Contractor acknowledges and agrees that NCPHD and their duly authorized representative shall have access to such fiscal records and to all other books, documents, papers, plans and writings of Contractor that are pertinent to this agreement for the purpose of performing examinations and audits, and making excerpts and transcripts. All such fiscal records, books, documents, papers, plans and writings shall be retained by Contractor and kept accessible for a minimum of three years, except as required longer by law, following final payment and termination of this contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this agreement, whichever date is later.
7. Termination: Either party may terminate this agreement upon 60 days notice to the other. This agreement may be amended or modified only by an instrument in writing signed by both parties.

Notice shall be given to:

For NCPHD:	For Contractor:
WIC Coordinator	Chief Operation Officer
North Central Public Health Division	Mid-Columbia Medical Center
419 East 7th St	1700 E. 19 <sup>th</sup> Street
The Dalles, OR 97058	The Dalles, OR 97058

8. Governing Law; Venue: This agreement shall be governed by and construed in Accordance with the laws of the State of Oregon without giving effects to the conflicts of laws principles, thereof. Any claim, action, suit or proceeding between the NCPHD and the Contractor that arises from or relates to this agreement shall be brought and conducted solely and exclusively within the Circuit Court of Wasco County for the State of Oregon.
9. Effective Date: This agreement shall be effective with respect to all services provided by Contractor on or after May 1, 2013.

10. This contract is for a period of five (5) years, and shall be reviewed annually. After five (5) years, this contract shall expire, and a new contract must be signed. The purpose of annual review is to adjust contract rate and make any needed adjustments that both parties deem acceptable and appropriate.

11. North Central Public Health Division shall not hold MCMC responsible for any acts that are not under the direction or control of MCMC as it relates to dietitian services and this agreement and MCMC shall not hold North Central Public Health Division responsible for any acts that are not under the direction or control of North Central Public Health Division as it relates to dietitian services and this agreement.

## **CONFIDENTIALITY:**

As a Business Associate of North Central Public Health Division, MCMC agrees to not use or disclose any information concerning a North Central Public Health Division client for a purpose not directly connected with the administration of its responsibilities under this contract, except on written consent of the North Central Public Health Division client, his or her legally responsible parent or guardian, or if appropriate, his or her attorney.

**Use and Disclosure of Protected Health Information.** MCMC may use and disclose Protected Health Information only as required to satisfy its obligations under the Agreement as permitted herein, but shall not otherwise use or disclose any Protected Health Information. Protected Health Information includes information contained in a patient's medical records and billing records. MCMC shall ensure that it will not use or disclose Protected Health Information received from North Central Public Health Division in any manner that would constitute a violation of the Health Insurance privacy and Accountability Act Standards. MCMC acknowledges that, as between MCMC and North Central Public Health Division, all Protected Health Information shall be and remain the sole property of the North Central Public Health Division. MCMC further represents that, to the extent MCMC requests that North Central Public Health Division disclose Protected Health Information to contractor, such a request is only for the minimum necessary Protected Health Information for the accomplishment of MCMC's contracted purpose.

**Safeguards Against Misuse of Information.** MCMC shall use all appropriate safeguards to prevent the use or disclosure of Protected Health Information.

**Reporting of Disclosures of Protected Health Information.** MCMC shall, as soon as practicable, but in no event later than within two (2) days of becoming aware of any use or disclosure of Protected Health Information in violation of the Agreement by MCMC, report any such disclosure to North Central Public Health Division. In such event, MCMC shall, in consultation with North Central Public Health Division, mitigate, to the extent practicable, any harmful effect that is known to MCMC of such improper use or disclosure.

**Account of Disclosures.** Within ten (10) days of notice by North Central Public Health Division to the contractor that it has received a request for an accounting of disclosures of Protected Health Information (other than disclosures to which an exception to the accounting requirement applies, including, but not limited to, the exceptions for a disclosure that is related

to the treatment of the patient, the processing of payments related to such treatment, or the health care operations of North Central Public Health Division or its business associate) the Contractor shall make available to the North Central Public Health Division such information as is in the Contractor's possession and is required for the North Central Public Health Division to make the accounting required by 45 C.F.R. §164.528. At a minimum, the Contractor shall provide North Central Public Health Division with the following information: (i) the date of the disclosure, (ii) the name of the entity or person who received the Protected Health Information, and if known, the address of such entity or person, (iii) a brief description of the Protected Health Information disclosed, and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. In the event the request for an accounting is delivered directly to the Contractor, the Contractor shall within two (2) days forward such request to North Central Public Health Division. The Contractor shall implement an appropriate record keeping process to enable it to comply with the requirements of this Section.

## **ACCESS TO RECORDS**

During the term of this contract and for the period of five (5) years after the termination of this contract, MCMC shall make available to the Health Care Financing Administration, the Comptroller General of the United States and their duly authorized representatives, all documents and records necessary to certify the nature and extent of the costs of those services and records relating to the use and disclosure of Protected Health Information received from, or created and received by North Central Public Health Division on behalf of North Central Public Health Division.

**Notice of Request for Data.** The Contractor agrees to notify North Central Public Health Division within five (5) business days of the Contractor's receipt of any request or subpoena for Protected Health Information. To the extent that North Central Public Health Division decides to assume responsibility for challenging the validity of such request, the contractor shall cooperate fully with North Central Public Health Division in such challenge.

## **TERMINATION**

**Termination Upon Breach of Provisions Applicable to Protected Health Information.** Any other provision of the Agreement notwithstanding, the Agreement may be terminated by North Central Public Health Division upon five (5) days written notice to the Contractor in the event that the Contractor breaches any provision contained in this contract and such breach is not cured within such five (5) day period; provided, however, that in the event that termination of the contract is not feasible, in North Central Public Health Division's sole discretion, the Contractor acknowledges and agrees that North Central Public Health Division has the right to report the breach to the Secretary, notwithstanding any other provision of this Agreement to the contrary.

**Return or Destruction of Protected Health Information upon Termination.** Upon termination of the Contract, the Contractor shall either return or destroy all protected Health Information received from North Central Public Health Division or created or received by the Contractor on behalf of North Central Public Health Division and which the Contractor still maintains in any form. The Contractor shall not retain any copies of such Protected Health



Information. Notwithstanding the foregoing, to the extent that North Central Public Health Division agrees that it is not feasible to return or destroy such Protected Health Information, the terms and provisions of this Addendum shall survive termination of the Agreement and such Protected Health Information shall be used or disclosed solely for such purpose or purposes which prevented the return or destruction of such Protected Health Information.

**North Central Public Health Division Right of Cure.** At the expense of the Contractor, North Central Public Health Division shall have the right to cure any breach of the Contractor's obligations under this Addendum. North Central Public Health Division shall give the Contractor notice of its election to cure any such breach and the Contractor shall cooperate fully in the efforts by North Central Public Health Division to cure the Contractor's breach. All requests for payment for such services of North Central Public Health Division shall be paid within thirty (30) days.

### **AMENDMENT**

North Central Public Health Division and MCMC agree to amend this Addendum to the extent necessary to allow either party to comply with the Privacy Standards, the Standards for Electronic Transactions (45 C.F.R. Parts 160 and 162) and the Security Standards (45 C.F.R. Part 142) (collectively, the "Standards") promulgated or to be promulgated by the Secretary or other regulations or statutes. MCMC agrees that it will fully comply with all such Standards and that it will agree to amend this Addendum to incorporate any material required by the Standards.

IN WITNESS WHEREOF, the parties have executed this agreement as of the dates written below.

North Central Public Health Division

Mid-Columbia Medical Center

\_\_\_\_\_  
Print Name \_\_\_\_\_  
Administrator

  
\_\_\_\_\_  
Don Arbon  
Chief Financial Officer

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

Date: 4-16-2013

Approved as to form: \_\_\_\_\_  
County Counsel

**Agenda Item**  
**CCO Update**

- [No documents have been submitted for this item – RETURN TO AGENDA](#)

## **Agenda Item**

### **QLife Budget**

- [Intro Email](#)
- [Staff Report](#)
- [QLife Budget](#)

Just to get this on your radar – QLife Board will approve the proposed budget on April 25 and then I will send you (or Kathy if that's the right person) the approved budget for approval by the County Court in May. Please let me know which agenda that will be on in order for Nolan to attend.

Thanks

Izetta Grossman

Executive Secretary

City Manager's Office

City of The Dalles

313 Court St

The Dalles, OR 97058

541-296-5481 Ext 1119

541-296-6906 Fax

---

**Kathy White** <kathyw@co.wasco.or.us>  
To: "Izetta F. Grossman" <igrossman@ci.the-dalles.or.us>

Thu, Mar 21, 2013 at 8:16 AM

Good Morning, Izetta-

While we have two regularly scheduled sessions in May, the May 15th session will be an all-day budget meeting. That leaves the May 1st session which is only a week after the QLife Board has approved their budget. I have tentatively placed it on the May 1st agenda. If that is too rushed, let me know and we will find an alternative.

Thank you so much for notifying me about this early - that is a huge help! 🙏

Thank you,

Kathy White  
Executive Assistant  
Wasco County  
Board of County Commissioners  
511 Washington Street  
The Dalles, OR 97058  
work 541.506.2520  
fax 541.506.2551

[Quoted text hidden]

---

**Izetta F. Grossman** <igrossman@ci.the-dalles.or.us>  
To: Kathy White <kathyw@co.wasco.or.us>

Thu, Mar 21, 2013 at 9:07 AM



## CITY of THE DALLES

313 COURT STREET  
THE DALLES, OREGON 97058

(541) 296-5481  
FAX (541) 296-6906

### AGENDA STAFF REPORT CITY OF THE DALLES

MEETING DATE	AGENDA LOCATION	AGENDA REPORT #
May 13, 2013	Action Item #	

**TO:** Mayor and City Council

**FROM:** Nolan K. Young, City Manager *NKY*

**DATE:** April 26, 2013

**ISSUE:** Approval of the Fiscal Year 2013-14 QualityLife Intergovernmental Agency Budget

**BACKGROUND:** Section 2.3.2 of the QualityLife Intergovernmental Agency (QLife) amended Intergovernmental Agreement addresses financial matters of the Agency (copy of section attached). It states that *"Approval of the Annual Budget...require the affirmative authorization of each party to be bound, such authorization to be expressed by Resolution, Ordinance or other binding commitment of the party's governing body"* Attached is the Budget approved by the QLife Budget Committee on April 25, 2013. Final Board adoption of the Budget is scheduled for the June 27, 2013 QLife Board Meeting.

The financial policies adopted by the Board are attached (page 5-6 of the budget). The approved Budget fully meets Financial Priorities #1-9. The work scope covered by the Budget includes six areas:

1. Maintenance and Operation of the current looped system, including managing current agreements for maintenance and operation of the system and for administrative services.
2. Making debt payment on loans used to construct the system and connect to the LS Network.
3. Construction of minor line extensions and electronic upgrades to meet the needs of current and future customers.
4. Cash reserve or contingency equal to one month's customer billing.
5. Creation of a \$140,000 reserve for expansion, modernization, or replacement

of the system.

6. Early debt payments (\$140,865) to complete payment in two years; three years early.

The City and County are considering eliminating the \$50,000 Enterprise Zone payment that QLife receives annually. If this occurs QLife will still be able to retire the debt in two years.

Approval of this Budget by the City Council includes authorization for the QLife Board to proceed with all six areas under the Scope of Work. Approval by Wasco County is also required for this Budget and Scope of Work to be implemented.

**BUDGET IMPACT:** The QLife Budget does not require any specific financial expenditure by the City of The Dalles. The City is proposed to receive up to \$20,000 for financial, clerical and administrative services and receives \$5,244 for rent of the QLife rooms in City Hall, and \$16,655 from the right of way fees.

**COUNCIL ALTERNATIVES:**

1. Staff Recommendation: Approve the Fiscal Year 2013-14 QLife Budget and Work Scope as presented.
2. Amend and then approve the QLife Budget.
3. Postpone action on the QLife Budget until June to allow for additional research.

**QLife Network**  
QualityLife Intergovernmental Agency

**Fiscal Year 2013-14**

**PROPOSED BUDGET**

of the

**QUALITYLIFE INTERGOVERNMENTAL  
AGENCY**



A Partnership of  
Wasco County, Oregon  
City of The Dalles, Oregon

# ***QUALITYLIFE INTERGOVERNMENTAL AGENCY***

**Fiscal Year 2012-13**

## **PROPOSED BUDGET**

Presented to the QLife Budget Committee  
by  
Nolan Young, QLife Budget Officer

### **QLife Agency, Budget Committee Members**

Agency Board:           President, Scott Hege  
                                  Vice President, Bill Dick  
                                  Secretary/Treasurer, Erick Larson  
                                  Member, Carolyn Wood  
                                  Member, Brian Ahier

Budget Committee  
Members:               Ken Farner  
                              David Karlson  
                              Kenneth Leibham  
                              Jim Broehl  
                              Chip Wood

### **Staff Support**

Legal Counsel:           Keith Mobley  
Administrative:          City of The Dalles City Manager, Nolan Young  
Finance Director:       City of The Dalles, Kate Mast  
Secretarial:             City of The Dalles, Izetta Grossman

### **Agency Partners**

Wasco County  
City of The Dalles



# ***QUALITYLIFE INTERGOVERNMENTAL AGENCY***

## **Proposed Budget FY 2013-14**

### **BUDGET INDEX**

BUDGET MESSAGE .....	1
FINANCIAL PRIORITIES POLICY .....	4
BUDGET SUMMARY TABLE .....	6
BUDGET OVERVIEW .....	7
REVENUE & EXPENDITURE PIE CHARTS .....	9
CUSTOMER REVENUE & USER FEE CHARTS .....	10
OPERATING CONTRACTS CHART.....	11
EXPENDITURES COMPARISON CHART .....	11
OPERATING FUND BUDGET .....	12
CAPITAL PROJECTS FUND BUDGET .....	13
DEBT SUMMARY .....	14
10 YEAR PROJECTION .....	15
5 YEAR CAPITAL IMPROVEMENT PLAN .....	16
RESOLUTION ADOPTING BUDGET .....	17

# ***QUALITYLIFE INTERGOVERNMENTAL AGENCY***

## **BUDGET MESSAGE FY 2013-14**

QLife is an intergovernmental agency, consisting of the City of The Dalles and Wasco County, governed by a Board of Directors. QLife provides broadband, ethernet, wide area networks, internet access, and virtual private networks through local internet service providers. The QLife System has been operational since December 2003.

The following narrative explains the proposed budget for the Quality Life Intergovernmental Agency for fiscal year 2013-2014. The budget amounts shown here represent two funds: Operating Fund and Capital Fund.

This budget is prepared based on the Financial Priority Policy adopted by the Agency Board for fiscal year 2013-2014. A list of those Financial Priorities follows this Budget Message. We were able to budget funding for Financial Priorities Items #1 through #9.

**I. Fund #1 - Maintenance and Operation - \$722,202:** The proposed Maintenance and Operation budget is based on past operations.

**A. Resources:** This fund's revenue primarily comes from customer-generated sources.

1. Beginning Fund Balance (\$97,223) This is our estimated net revenues over expenditures for FY12/13, the current fiscal year. This increase of \$30,374 from our actual FY12/13 beginning balance is due to more FY 12/13 beginning fund balance than originally budgeted and lower materials and services cost in FY12/13.
2. User Fees (\$572,229) These are the charges to customers to transport data on our fiber to other locations on our system or to the NoaNet Big Eddy Point of Presence (POP), collocation in our equipment room, and for dark fiber leases. The chart on page 10 shows customer type by use. We are estimating a 5% increase in user fees based on current orders.
3. LSN Credits (\$0) These credits are assistance that LSN provided us to retire initial debt based on the customers we provided them in FY12/13.
4. Connect Charges (\$2,250) These are the fees that new customers pay to connect to our broadband system.
5. E-Rate Payment (\$50,000) This is the assistance that our education customers receive from a support program. We budget an expenditure of an equal amount: as when we receive this money, we send it to the education agencies.

## **B. Expenditures:**

1. Qlife is a contract operation with seven primary operating contracts.
  - a. Administrative Services (\$20,000) The City provides financial, management, and clerical services at actual cost of salary and benefits.
  - b. Contractual Service County (\$7,000) – GIS System support
  - c. Outside Plant Maintenance (\$58,000) - This is for overhead maintenance work that is needed including line repair and pole work mandated by those whose poles we are connected to. Because of capital improvement pole audit projects, this line item is up \$30,000 this fiscal year.
  - d. Legal Services - (\$8,400)
  - e. Network System Management (\$71,000) – QLife has a contract with a consulting firm to provide the following: (Because of increased activity this line item is up \$6,000.)
    - ✓ Technical maintenance of the system and its electronics;
    - ✓ Customer Service issues;
    - ✓ Sign up and connection of new customers;
    - ✓ Coordinate backbone and spur line repairs and manage the line maintenance contract;
    - ✓ Coordinate with LightSpeed Networks on Technical issues;
    - ✓ Report monthly to the QLife Board.
  - f. Engineering Services (\$23,800) – We contract with Erik Orton who has been with us from the beginning of the system for routine engineering and assistance with new customers. This item is up almost \$10,000 to assist with audit of outdoor plant.
  - g. Audit Services (\$5,180) – Merina & Company is our contracted accounting firm for audit services.
4. Office Space Rental (\$5,244) – For renting space at City Hall to house QLife facilities and equipment.
5. Pole Contracts (\$9,500) – for pole contact fees with Northern Wasco County PUD and CenturyLink. This is increased \$500 to reflect increased numbers of pole connections.
6. Network Equipment (\$4,600) – Covers the maintenance and repair of QLife network equipment.
7. Other Services (\$5,000) – QLife periodically contracts for clearing lines from trees and other hazards.
8. Electronics Reserve (\$20,000) – This meets Priority #3 of our Financial Priorities

Policy for upgrading and replacement of the electronics of the system as needed.

9. ROW Fee (\$16,655) – Payment of a right of way equal to 3% of customer fees.
10. Scholarship (\$2,000) – This item was added in FY10/11 for scholarships in the technology fields at Columbia Gorge Community College.
11. Robotics Grant (\$2,000) – This item was added in FY12/13 to support local teams and competitions.
12. Insurance (\$5,855) – Includes general liability insurance and property insurance for equipment at City Hall.
13. Other Expenses (\$8,320) – Includes office supplies, utility locates, electricity, telephone service, advertising, legal notices, training, travel, and membership fees.
14. Transfers Out (\$321,933) – Only a portion of revenues for this fund are expended (44.7%) or held as contingency or unappropriated ending balance (10.7%). The remaining (44.6%) is transferred to the Capital Projects Fund for current debt retirement (\$201,551) and system improvements (\$120,982).
15. Contingency (\$27,247) – 10% of Materials and Services and Capital Outlay
16. Unappropriated Ending Balance (\$49,957) – To fund Board priority #4, a cash reserve equaling approximately one month of user fees, plus 10%.

**II. Fund #2 - Capital Projects (\$528,769):** The Capital Projects Fund is for debt retirement and projects for new customers and system enhancement.

**A. Revenue:**

1. Beginning Fund Balance (\$123,736) – Reduction of \$88,903 from FY 12/13 beginning balance reflects the use of carried over funds for the redundancy/bisector projects.
2. Enterprise Zone Payments (\$50,000) – for the next nine years QLife will receive \$50,000 from Enterprise Zone Payments. This is designated for the CSB loan payment.
3. Transfer from Operating Fund (\$321,933) – Resources used for current debt retirement (\$201,551) and system improvements (\$120,982).
4. Connect Charges (\$32,500) – These are charges for adding service to new customers. Based on the addition of 5 new customers.

**B. Expenditures:**

1. Telecom Equipment (\$0) – No telecom equipment identified in capital improvement plan.
2. Outside Plant Primary (\$0) – No primary system development identified in

capital improvement plan.

3. Outside Plant – Secondary (\$32,500)
  - a. \$12,500 paid by customers for service extensions
  - b. \$20,000 Priority #6 “up to \$20,000 to assist new customers with build out of connection”
4. Materials and Services (\$19,000) – This includes engineering services and materials to extend lines to new customers.
5. Pole Make Ready Costs (\$5,000) – This is for work to utility poles to support QLife lines and equipment.
6. General Debt Payments (\$278,792) – The payment of loan principal and interest due this fiscal year on QLife loans, plus additional principal payment as funds allow (Priority #9). The Table on page 14 summarizes QLife’s current debts.
7. Reserve for System Improvements (\$140,000) – Priority #8 “Create a reserve of \$140,000 for future expansion, modernization or replacement of system.” During the year the Board will determine which projects it may pursue as opportunities arise.
8. Contingency (\$52,877) – For unanticipated needs

### **Future Budgets**

Attached following the Debt Summaries is a ten (10) year projection based on current trends. It shows a bright future for QLife.

## **QUALITYLIFE NETWORK INTERGOVERNMENTAL AGENCY POLICY**

### **Financial Priorities for Fiscal Year 2013-14**

---

#### **Purpose:**

The purpose of this policy is to establish a prioritization of expenditure of funds for the QualityLife Network Intergovernmental Agency prior to each Fiscal Year's budget preparation.

#### **Primary objective**

The primary objective is to provide general direction for the QLIFE Budget Committee in establishing the annual budget and to make public the general intentions of QLIFE in regard to potential monetary reserves of the Agency.

#### **Section I.**

##### **Policy**

It is the policy of the QLIFE Board that expenditures of revenue not *specifically* committed to another purpose through grant or loan agreements or other contractual obligations shall be budgeted in the following priority:

##### **A. Routine Costs:**

1. Normal maintenance and operating costs of the QLIFE Agency as determined appropriate through the budgeting process.
2. Amounts needed for annual debt retirement responsibilities of the Agency incurred through formation of the Agency or by the construction of the original plant, or any expansions of that plant.
3. Up to \$20,000 for upgrading and replacement of the electronics of the system to always maintain agreed-upon capacity for QLife customers.
4. A cash reserve or contingency equal to one month's customer billing to maintain a minimum cash balance in the operating fund.
5. Up to \$15,000 for unexpected system plant repairs or alterations in addition to contingency. Budgeted in Capital Fund: Outside Plant Primary

##### **B. Discretionary Costs:**

6. Capital Improvement Plan items 1-4 for plant audit and tagging.
7. Up to \$20,000 to assist new customers with build out of connection. Budgeted in Capital Fund: Outside Plant Secondary.

8. Maintain a reserve of \$140,000 for future expansion, modernization, or replacement of system.
9. Use additional surplus funds to retire additional debt of the agency not yet due (2 year goal).
10. Splice case documentation.
11. Downtown service line grid construction \$170,000.
12. Additional Co-location space.
13. New QLife generator at City Hall.
14. Create a reserve to engineer and extend broadband services to other parts of Wasco County.
15. After all long term agency debt is retired and capital improvement is on target, establish local Technology grant programs for public and non-profit organizations. The rules for expenditures from this fund will be established by the Board, subject to the approval of all partners to the agreement.
16. After all long term agency debt is retired and capital improvement is on target, provide to City and County equal amounts.

## **Section II.**

### **Amendment of this policy**

This policy may be amended at any time by action of the Board.

## **Section III.**

### **Conflict with annual budget process**

If anything in this policy conflicts with the annual budget process as outlined in the Intergovernmental Agreement (IGA), the IGA will take precedence. The partners to this agreement may approve an initial budget and work scope or an amended budget and work scope that varies from this policy by an affirmative majority vote of the Boards of all partners.

Amended and approved by QLife Board February 28, 2013

  
\_\_\_\_\_  
Scott Hege, QLife President

# ***QUALITYLIFE INTERGOVERNMENTAL AGENCY***

## **PRIOR YEAR COMPARISON SUMMARY**

	<b>FY09/10 Actual</b>	<b>FY10/11 Actual</b>	<b>FY11/12 Actual</b>	<b>FY 12/13 Budget</b>	<b>FY 13/14 Proposed</b>
Beginning Balance	237,246	222,282	380,186	269,562	220,959
Customer Fees	465,974	567,759	538,890	561,100	606,979
Other Sources <sup>1</sup>	326,458	408,209	493,520	406,344	422,433
<b>Total Resources</b>	<b>1,029,679</b>	<b>1,198,250</b>	<b>1,412,596</b>	<b>1,237,006</b>	<b>1,250,371</b>
QLIFE - Agency Fund	427,634	503,036	608,056	574,538	644,998
QLIFE - Capital Fund	185,038	123,087	234,705	177,475	56,500
Debt Service	194,725	191,942	290,326	249,784	278,792
Reserves	-	-	-	140,000	140,000
Contingency	-	-	-	95,209	80,124
Unappropriated Ending Balance	-	-	-	-	49,957
<b>Total Expenditures</b>	<b>807,397</b>	<b>818,064</b>	<b>1,133,087</b>	<b>1,237,006</b>	<b>1,250,371</b>
<b>Ending Balance</b>	<b>222,281</b>	<b>380,186</b>	<b>279,509</b>	<b>-</b>	<b>-</b>

<sup>1</sup> Includes transfers from Agency Fund to Capital Fund



## ***QUALITYLIFE INTERGOVERNMENTAL AGENCY***

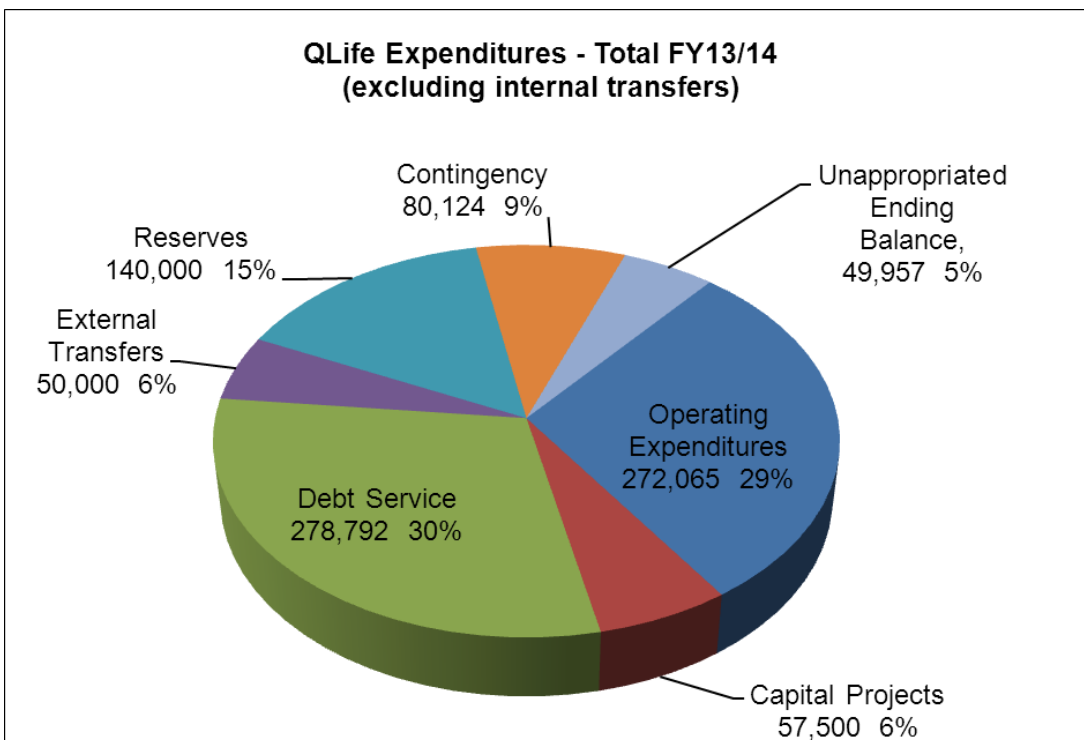
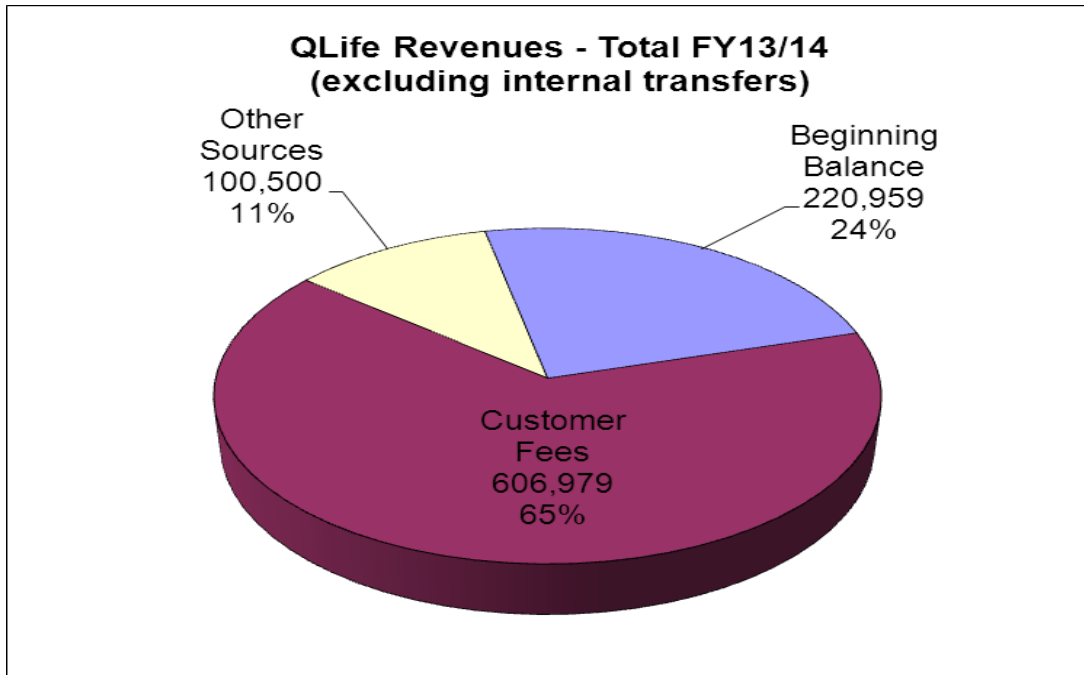
### **OVERVIEW SUMMARY Proposed Budget FY 2013-14**

	<b>Agency General Fund</b>	<b>Capital Fund</b>	<b>Total Proposed FY13/14</b>
Beginning Balance	97,223	123,736	220,959
Customer Fees	574,479	32,500	606,979
Other Sources	50,500	50,000	100,500
Grants / Loans	-	-	-
Transfers In	-	321,933	321,933
<b>Total Resources</b>	<b>722,202</b>	<b>528,169</b>	<b>1,250,371</b>
Operating Expenditures	253,065	19,000	272,065
Capital Projects	20,000	37,500	57,500
Debt Service	-	278,792	278,792
External Transfers	50,000	-	50,000
Internal Transfers Out	321,933	-	321,933
Reserves	-	140,000	140,000
Contingency	27,247	52,877	80,124
Unappropriated Ending Balance	49,957	-	49,957
<b>Total Expenditures</b>	<b>722,202</b>	<b>528,169</b>	<b>1,250,371</b>

# ***QUALITYLIFE INTERGOVERNMENTAL AGENCY***

## **REVENUES AND EXPENDITUES BY SOURCE**

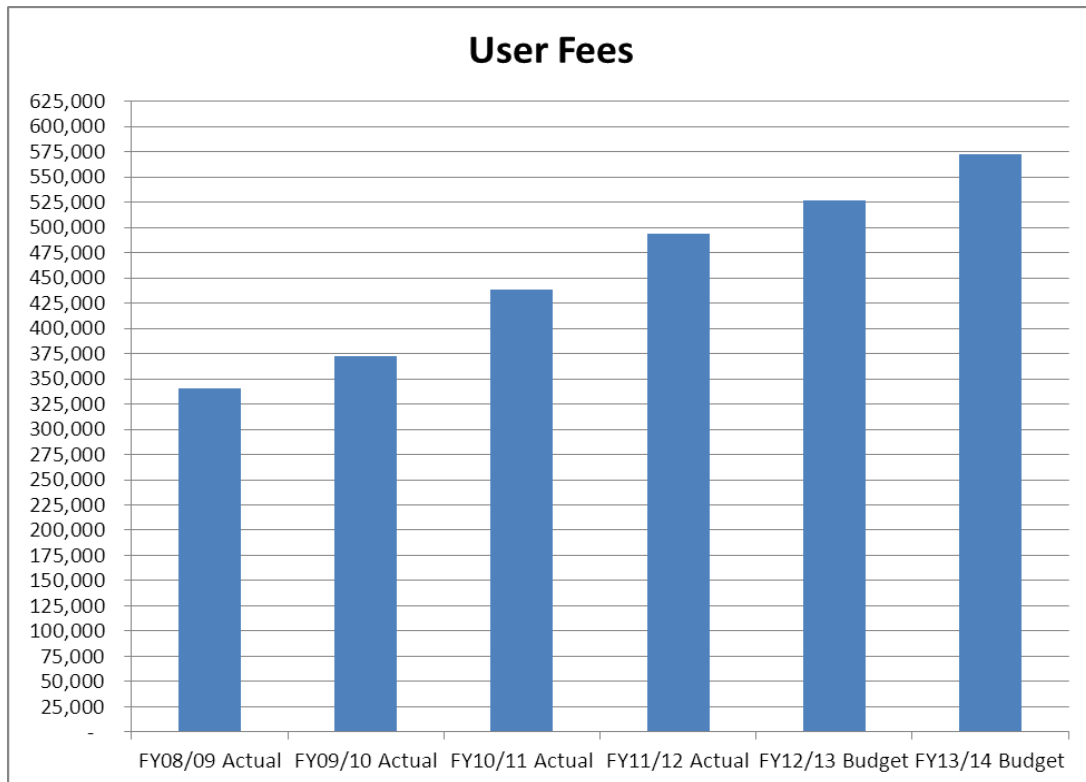
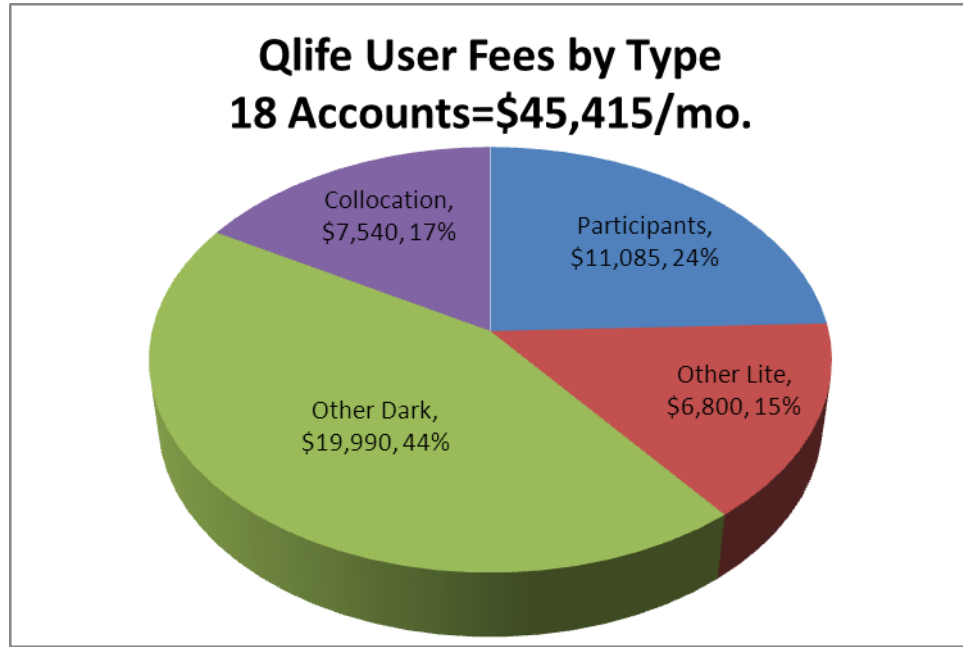
**Proposed FY 2013-14**



## ***QUALITYLIFE INTERGVERNMENTAL AGENCY***

### **CUSTOMER REVENUES & USER FEES**

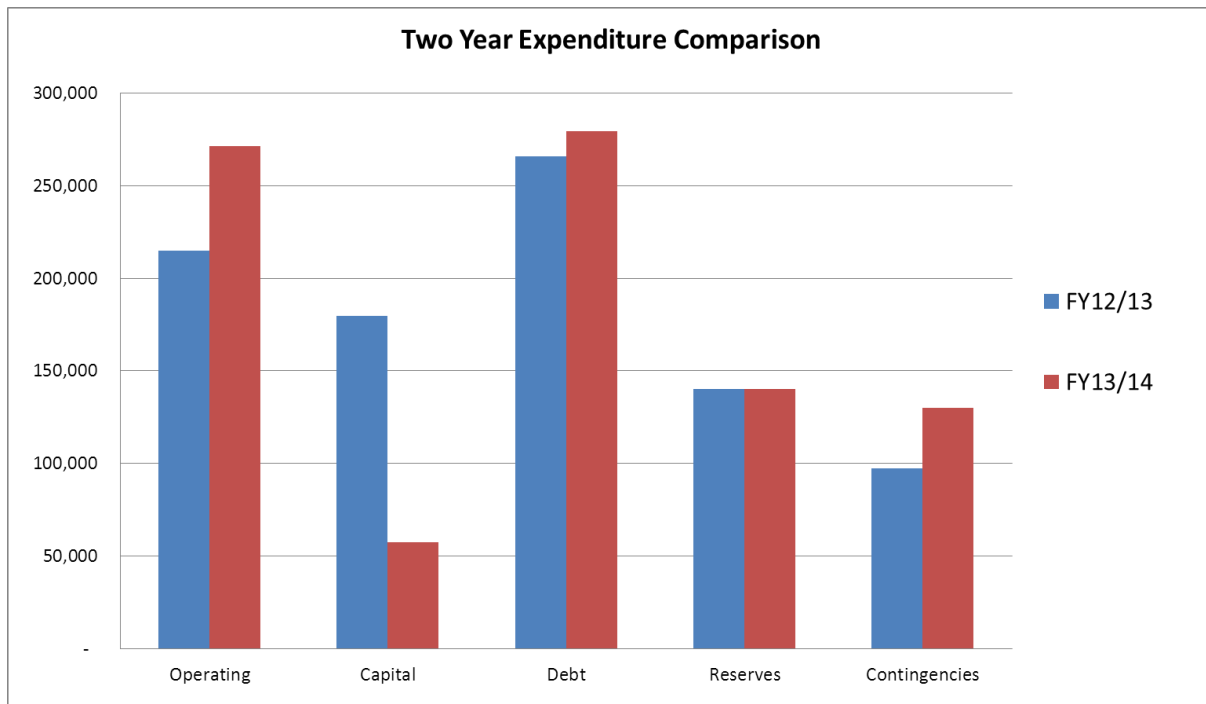
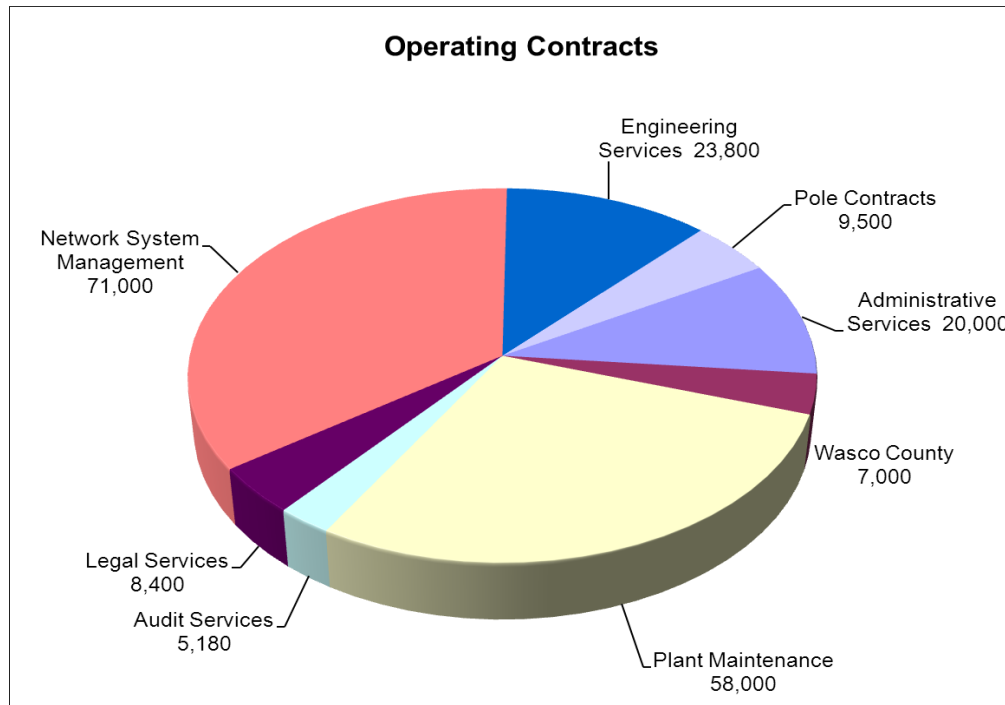
**As of April 1, 2013**



# ***QUALITYLIFE INTERGOVERNMENTAL AGENCY***

## **OPERATING CONTRACTS**

**Proposed FY 2013-14**



# QUALITYLIFE INTERGOVERNMENTAL AGENCY

## Proposed Budget FY 2013-14

FY10/11 Actual	FY11/12 Actual	FY12/13 Budget	Account #	Description	FY13/14 Proposed
			<b>QLIFE AGENCY FUND 600</b>		
			<b>REVENUES</b>		
83,450	120,561	50,438	600-0000-300.00-00	Beginning Balance	97,223
437,965	494,200	526,350	600-0000-344.10-00	Utility Service Charges	572,229
66,000	22,000	-	600-0000-344.15-00	LSN Credits	-
4,050	2,250	2,250	600-0000-344.20-00	Connect Charges	2,250
613	318	500	600-0000-361.00-00	Interest Revenues	300
-	138	-	600-0000-369.00-00	Other Misc Revenues	200
31,519	35,438	40,000	600-0000-369.20-00	E-Rate Reimbursements	50,000
-	-	-	600-0000-371.90-00	Misc Sales and Services	-
<b>623,597</b>	<b>674,905</b>	<b>619,538</b>	<b>TOTAL REVENUES</b>		<b>722,202</b>
			<b>EXPENDITURES</b>		
			<b>Materials &amp; Services</b>		
14,700	15,597	20,000	600-6000-660.31-10	Administrative Services	20,000
-	10,000	7,000	600-6000-660.31.15	Contractual Svc - County	7,000
7,638	16,551	28,000	600-6000-660.31-20	Outside Plant Maint	58,000
-	-	-	600-6000-660.31-90	Other Services	5,000
5,600	4,850	5,000	600-6000-660.32-10	Audit	5,180
10,770	9,015	8,400	600-6000-660.32-20	Legal Services	8,400
14,705	9,136	12,000	600-6000-660.34-10	Engineering Services	23,800
56,320	60,196	64,000	600-6000-660.34-30	Network System Mgmt	71,000
-	-	-	600-6000-660.34-50	Special Studies /Reports	-
-	-	-	600-6000-660.41-40	Electricity	600
700	372	2,000	600-6000-660.43-10	Buildings & Grounds	500
1,190	2,494	4,600	600-6000-660.43-25	Network Equipment	4,600
89	-	1,000	600-6000-660.43.87	Utilities Locates	1,000
3,660	5,244	5,244	600-6000-660.44-10	Office Space Rental	5,244
5,181	4,985	5,500	600-6000-660.52-10	Liability Insurance	5,855
-	300	-	600-6000-660.52-30	Property Insurance	-
54	113	200	600-6000-660.53-20	Postage	200
393	331	360	600-6000-660.53-30	Telephone	420
455	307	400	600-6000-660.53-40	Legal Notices	400
403	1,532	1,300	600-6000-660.54-00	Advertising	1,300
-	-	400	600-6000-660.57-10	Permits	400
-	366	400	600-6000-660.58-10	Travel, Food & Lodging	2,000
150	665	700	600-6000-660.58-50	Trainings & Conferences	700
40	25	200	600-6000-660.58-70	Memberships/Dues/Subs	200
7	10	200	600-6000-660.60-10	Office Supplies	100
2,000	-	2,000	600-6000-660.63-80	Scholarships	2,000
-	-	2,000	600-6000-660.63-90	Robotics Grant	2,000
408	345	500	600-6000-660.69-50	Misc Expenses	500
7,838	7,733	9,000	600-6000-660.69-60	Pole Connection Fees	9,500
13,139	14,826	15,790	600-6000-660.69-70	Right of Way Fees	17,166
-	-	2,500	600-6000-660.69-80	Assets < \$5000	-
<b>145,440</b>	<b>164,992</b>	<b>198,694</b>	<b>Total Materials &amp; Services</b>		<b>253,065</b>
			<b>Capital Outlay</b>		
-	-	20,000	600-6000-660.74-20	Telecom Equipment	20,000
-	-	<b>20,000</b>	<b>Total Capital Outlay</b>		<b>20,000</b>
			<b>Other</b>		
326,077	407,626	315,844	600-9500-600.81-91	QLife Capital Fund	321,933
31,519	35,438	40,000	600-9500-600.83-10	ESD E-Rate Transfers	50,000
-	-	45,000	600-9500-600.88-00	Contingency	27,247
-	-	-	600-9500-600.89-00	Unappropriated Ending Fund Balance	49,957
<b>357,596</b>	<b>443,064</b>	<b>400,844</b>	<b>Total Other</b>		<b>449,137</b>
<b>503,036</b>	<b>608,056</b>	<b>619,538</b>	<b>TOTAL EXPENDITURES</b>		<b>722,202</b>
<b>120,561</b>	<b>66,849</b>	<b>-</b>	<b>REVENUES LESS EXPENSES</b>		<b>-</b>

# ***QUALITYLIFE INTERGOVERNMENTAL AGENCY***

## **Proposed Budget FY 2013-14**

<b>FY10/11 Actual</b>	<b>FY11/12 Actual</b>	<b>FY12/13 Budget</b>	<b>Account #</b>	<b>Description</b>	<b>FY13/14 Proposed</b>
			<b>QLIFE CAPITAL FUND 601</b>		
			<b>REVENUES</b>		
138,832	259,625	219,124	601-0000-300.00-00	Beginning Balance	123,736
59,744	20,440	32,500	601-0000-344.20-00	Connect Charges	32,500
-	-	-	601-0000-369.00-00	Other Misc Revenues	-
50,000	50,000	50,000	601-0000-369.10-00	Enterprise Zone Payment	50,000
326,077	407,626	315,844	601-0000-391.90-01	Qlife Operating Fund	321,933
-	-	-	601-0000-393.10-00	Loan/Bond Proceeds	-
<b>574,654</b>	<b>737,690</b>	<b>617,468</b>	<b>TOTAL REVENUES</b>		<b>528,169</b>
			<b>EXPENDITURES</b>		
			<b>Materials &amp; Services</b>		
11,365	5,706	10,000	601-6000-660.34-10	Engineering Services	11,000
-	-	4,000	601-6000-660.34-70	Customer Connections	4,000
-	-	-	601-6000-660.34-90	Other Services	-
-	-	4,000	601-6000-660.43-86	Lines, Maint & Supplies	4,000
<b>11,365</b>	<b>5,706</b>	<b>18,000</b>	<b>Total Materials &amp; Services</b>		<b>19,000</b>
			<b>Capital Outlay</b>		
-	6,685	15,500	601-6000-660.72-20	Buildings	-
28,225	80,521	19,500	601-6000-660.74-20	Telecom Equip	-
28,873	90,337	86,975	601-6000-660.76-10	Primary (System Maint)	-
54,174	51,381	32,500	601-6000-660.76-20	Secondary (Line Extensions)	32,500
450	75	5,000	601-6000-660.76-30	Pole Make Ready Costs	5,000
<b>111,722</b>	<b>228,999</b>	<b>159,475</b>	<b>Total Capital Outlay</b>		<b>37,500</b>
			<b>Debt Service</b>		
146,798	253,396	215,444	601-6000-660.79-50	Loan Principal Payments	265,622
45,144	36,929	34,340	601-6000-660.79-60	Interest Payments	13,170
<b>191,942</b>	<b>290,326</b>	<b>249,784</b>	<b>Total Debt Service</b>		<b>278,792</b>
			<b>Other</b>		
-	-	140,000	601-9500-600.84-15	Reserve for Sys Imprvmnts	140,000
-	-	-	601-9500-600.84.20	Reserve for Co Expansion	-
-	-	-	601-9500-660.84.30	Reserve for Debt Retirement	-
-	-	50,209	601-9500-600.88-00	Contingency	52,877
-	-	-	601-9500-600.89-00	Unappropriated Ending Fund Balance	-
<b>-</b>	<b>-</b>	<b>190,209</b>	<b>Total Other</b>		<b>192,877</b>
<b>315,029</b>	<b>525,031</b>	<b>617,468</b>	<b>TOTAL EXPENDITURES</b>		<b>528,169</b>
<b>259,625</b>	<b>212,660</b>	<b>-</b>	<b>REVENUES LESS EXPENSES</b>		<b>-</b>

# ***QUALITYLIFE INTERGOVERNMENTAL AGENCY***

## **Long Term Debt as of July 1, 2013**

QLife will have the following long term debt as of July 1, 2013:

1. Columbia State Bank Refinance: Columbia State Bank (formerly Columbia River Bank) provided a fully amortized ten (10) year loan at 5% interest in May 2008 to refinance the Columbia River Bank original line of credit debt for NoaNet Oregon that paid for the LightSpeed Networks (LSN) and the State of Oregon Special Public Works Funds (SPWF) loan. Under the terms of the loan, final payment is due May 13, 2018 and the current payment is \$11,494.11 per month (includes principal & interest)—due by the 13<sup>th</sup> of each month. With an additional principal payment of \$107,340 in FY12/13, the anticipated balance as of July 1, 2013 is projected at \$343,059. Making regular monthly payments and the proposed additional principal payments in FY 13/14, there will be approximately \$77,436 in principal outstanding as of July 1, 2014. If this additional principal payment is made in FY 13/14, the loan should be paid off in spring 2015 by making regular monthly payments in FY14/15.

This proposed budget includes an additional principal payment of \$140,865. The amortization table for the Columbia State Bank loan below shows that with this additional principal payment, this loan could be fully paid off in FY 2014-15. It assumes \$107,340 in additional principal payments in April 2013 and \$140,865 in April 2014.

### **Columbia State Bank Amortization Schedule as of 6/30/13**

<b>Fiscal Year</b>	<b>Principal</b>	<b>Interest</b>	<b>Total</b>	<b>Balance</b>
FY 13/14	\$265,623	\$13,170	\$278,792	\$77,436
FY 14/15	\$77,436	\$1,274	\$78,710	\$0
Total	\$343,059	\$14,443	\$357,502	-

# ***QUALITYLIFE INTERGOVERNMENTAL AGENCY***

## **Ten Year Projections**

	<b>FY 13/14</b>	<b>14/15</b>	<b>15/16</b>	<b>16/17</b>	<b>17/18</b>	<b>18/19</b>	<b>19/20</b>	<b>20/21</b>	<b>21/22</b>	<b>22/23</b>
Beginning Balances <sup>2</sup>	\$220,959	\$150,098	\$154,451	\$158,935	\$163,553	\$168,309	\$173,208	\$178,255	\$183,452	\$188,806
Local Line Charges	\$572,229	\$589,396	\$607,078	\$625,290	\$644,049	\$663,370	\$683,271	\$703,769	\$724,883	\$746,629
Misc. Revenues	\$35,250	\$36,308	\$37,397	\$38,519	\$39,674	\$40,864	\$42,090	\$43,353	\$44,654	\$45,993
e-Zone Revenue	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Total Rev.	\$657,479	\$675,703	\$694,474	\$713,809	\$733,723	\$754,235	\$775,362	\$797,123	\$819,536	\$842,622
Insurance	\$5,855	\$6,031	\$6,212	\$6,398	\$6,590	\$6,788	\$6,991	\$7,201	\$7,417	\$7,639
Maintenance/Operation	\$112,830	\$116,215	\$119,701	\$123,292	\$126,991	\$130,801	\$134,725	\$138,767	\$142,930	\$147,218
Management	\$71,000	\$73,130	\$75,324	\$77,584	\$79,911	\$82,308	\$84,778	\$87,321	\$89,941	\$92,639
Administration	\$33,580	\$34,587	\$35,625	\$36,694	\$37,795	\$38,928	\$40,096	\$41,299	\$42,538	\$43,814
Unappropriated Ending Balance	\$49,957.00	\$54,027.95	\$55,648.79	\$57,318.26	\$59,037.80	\$60,808.94	\$62,633.21	\$64,512.20	\$66,447.57	\$68,441.00
Total Operating Expend.	\$273,222	\$283,991	\$292,511	\$301,286	\$310,325	\$319,634	\$329,223	\$339,100	\$349,273	\$359,751
Funds Available	\$605,216	\$541,811	\$556,415	\$571,457	\$586,951	\$602,910	\$619,347	\$636,277	\$653,716	\$671,677
Contingencies	\$80,124	\$82,528	\$85,004	\$87,554	\$90,180	\$92,886	\$95,672	\$98,542	\$101,499	\$104,544
Debt Service	\$278,792	\$78,711	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
System Expand/Repl.	\$56,500	\$58,195	\$59,941	\$61,739	\$63,591	\$65,499	\$67,464	\$69,488	\$71,573	\$73,720
Planned Capital Improvements	\$49,800	\$62,312	\$187,312	\$168,312	\$18,312	\$0	\$0	\$0	\$0	\$0
Project Funds/Reserves	\$140,000	\$260,065	\$224,158	\$253,853	\$414,867	\$444,525	\$456,211	\$468,247	\$480,644	\$493,414
Total Reserves <sup>3</sup>	\$140,000	\$400,065	\$624,223	\$878,076	\$1,292,943	\$1,737,468	\$2,193,679	\$2,661,926	\$3,142,570	\$3,635,984

<sup>2</sup> Combined balances of Operating and Capital Fund

<sup>3</sup> If funds dedicated to projects/reserves go unspent



# ***QUALITYLIFE INTERGOVERNMENTAL AGENCY***

## **Five Year Capital Improvement Plan**

<b>CAPITAL IMPROVEMENT PLAN</b>						
<b>QLIFE</b>						
<b>Priority</b>	<b>PROJECT DESCRIPTION</b>	<b>13-14</b>	<b>14-15</b>	<b>15-16</b>	<b>16-17</b>	<b>17-18</b>
1	Utility Pole Audits. * Required 1 time every 10 years	\$1,000				
2	Standardized Document location of Engineering/Technical Docs at City Hall	\$5,000	\$1,000	\$1,000	\$1,000	\$1,000
3a	Pole line audits. *Every 5 <sup>th</sup> year, to be performed by engineering vs technical management, thus higher cost	\$8,800	\$3,312	\$3,312	\$3,312	\$3,312
3b	Tree Trimming. *Over time costs should go down.	\$5,000	\$3,000	\$3,000	\$3,000	\$3,000
3c	Repairs from Pole line audit *Over time costs should go down.	\$20,000	\$15,000	\$10,000	\$10,000	\$10,000
4	Tagging of Fiber Optic facilities	\$10,000				
5	OSP/Insight splice Case Documentation	>	\$40,000			
6	Downtown Metro Loop		>	\$170,000		
7a	New Generator				\$100,000	
7b	Annual Generator Maintenance				\$1,000	\$1,000
7c	Additional Co Lo Space				\$50,000	
	Dry Hollow Bisector Project					TBD

**Agenda Item**  
**Oregon Department of Forestry**  
**Customer Survey**

- [Intro Email](#)
- [Cover Letter](#)
- [Customer Survey](#)



Kathy White <kathyw@co.wasco.or.us>

---

## ODF Customer Survey

6 messages

---

**JACOBS David J** <david.j.jacobs@state.or.us>

Wed, Mar 13, 2013 at 10:56 AM

To: "KathyW@co.wasco.or.us" <KathyW@co.wasco.or.us>

Cc: PONTE George P <george.p.ponte@state.or.us>, COTUGNO Kristin <kristin.cotugno@state.or.us>, WROLSON

Tracy <tracy.wrolson@state.or.us>

Kathy:

The Oregon Department of Forestry conducts annual customer surveys to gauge the quality of the work we do within each County in Oregon. This is done every other year depending on the County.

Attached you will find a letter from our District Forester George Ponte that further explains the survey which is also attached. We would like the letter and survey to be presented to the Commissioners in an upcoming meeting and hopefully the survey filled out and returned to our office by mid-May.

Myself or George would be happy to attend a meeting where this was discussed so long as we had some advance warning of the meeting date and time, in order to answer any questions the Commission may have. In looking at our calendars one or both of us could be available for the April 17<sup>th</sup> or May 1<sup>st</sup> meeting dates. If you wished to place this on the agenda on any other upcoming dates we may not be available however we could meet individually with the Commissioners if they would like.

Thank you for taking the time to bring this before the Commission. If you need anything further please let me know.

David J. Jacobs

Unit Forester

The Dalles Unit - COD

3701 West 13th Street

The Dalles, OR 97058

541-296-4626 W

541-980-9036 C

---

**2 attachments**



# Oregon

John A. Kitzhaber, MD, Governor

## Department of Forestry

The Dalles Unit  
3701 West 13th  
The Dalles, OR 97058  
541-296-4626  
FAX 541-298-4993



March 13, 2013

Wasco County Commissioners  
511 Washington Street  
The Dalles, OR 97058

RE: Oregon Department of Forestry 2012 Customer Satisfaction Survey

Dear Commissioners:

The Oregon Department of Forestry is conducting its annual customer survey of the boards and commissions of Oregon's forested counties. The purpose of this survey is to solicit your feedback on the services provided by the Oregon Department of Forestry to Wasco County and its citizens during 2012. This survey is one of 22 performance measures the department uses to evaluate the efficiency and effectiveness of our programs and our employees.

This information will be summarized and reported, along with other performance measure results, to the department's Executive Team and Audit Committee, the Oregon Board of Forestry, the Oregon Progress Board, and the Oregon Legislature.

I am requesting the commission take a few minutes at an upcoming business meeting to consider and collectively respond to the enclosed five-question survey and to also provide any additional comments you desire.

The department views this process as an important opportunity to foster improved communication and collaboration with county governments and the citizens of Oregon. To that end, I would be happy to be present at the commission meeting when this matter is discussed. I am available to meet in advance with commissioners, either as a group or individually, at your convenience to answer any questions you may have about the Department of Forestry's programs, our recent accomplishments in improving the stewardship of forest resources in Wasco County, and our interactions with public and private forest landowners in the county. This same offer extends to your staff. I would encourage you to solicit feedback from your staff prior to submitting your response to our survey.

If possible I would appreciate receiving your survey response no later than May 15<sup>th</sup>, 2013.

Please contact me at 541-447-5658 or at [gponte@odf.state.or.us](mailto:gponte@odf.state.or.us) if you have any immediate questions or desire more information.

Thank you in advance for helping the Department of Forestry improve our service to Oregonians through this performance evaluation process.

Sincerely,

/s/George Ponte  
Central Oregon District Forester

Enclosure



**Oregon Department of Forestry  
2012 Customer Service Performance Measure Survey  
Wasco County**

Please answer the following questions regarding your rating of service provided by the Oregon Department of Forestry during calendar year 2012 and add any additional comments:

*Scale:* **Excellent, Good, Fair, Poor, Don't Know**

*Questions:*

**TIMELINESS** – How do you rate the timeliness of the services provided by the Oregon Department of Forestry?

Rating:

Comments:

**ACCURACY** – How do you rate the ability of the Oregon Department of Forestry to provide services correctly the first time?

Rating:

Comments:

**HELPFULNESS** – How do you rate the helpfulness of Oregon Department of Forestry employees?

Rating:

Comments:

**EXPERTISE** – How do you rate the knowledge and expertise of Oregon Department of Forestry employees?

Rating:

Comments:

**AVAILABILITY OF INFORMATION** – How do you rate the availability of information at the Oregon Department of Forestry?

Rating:

Comments:

**OVERALL SERVICE** – How do you rate the overall quality of services provided by the Oregon Department of Forestry?

Rating:

Comments: