

WASCO COUNTY BOARD OF COMMISSIONERS REGULAR SESSION May 9, 2012

PRESENT: Rod L. Runyon, Chair of County Commission Scott C. Hege, County Commissioner Sherry Holliday, County Commissioner Tyler Stone, Administrative Officer Kathy White, Interim Executive Assistant

At 2:00 p.m. Chair Runyon called to order the Regular Session of the Board of Commissioners.

CONSIDERATION of items listed on the Discussion List of (Attached).

Commission Chair Runyon called upon Christa Rude, Administrator for the Wasco County Commission on Children and Families, to address the Board regarding two of the discussion list items: CASA Funding & WCCCF Funding Allocation. Ms. Rude began by sharing information regarding the Safe Sanctuary Model being brought to our community by the Safe Schools Healthy Students grant and Core Management Team. The goal of the model is to assist communities in overcoming shared trauma in order to move towards progress.

Ms. Rude then explained that the CASA amendment redirects fiscal responsibility for CASA pass-through funding from the Wasco County Commission on Children and Families to another Oregon State agency effective July1, 2012. CASA funding is 100% pass-through, therefore the change will have no impact on any Wasco County budgets. Monica Morris has been copied on the change.

The second agreement allocates previously unallocated funds for the WCCCF.

Commissioner Holliday made a motion to approve both the CASA amendment and the WCCCF funds allocation agreement. Commissioner Hege seconded the motion.

{{Amendment #1 to the Oregon Commission on Children and Families 2011-2013 County Intergovernmental Agreement #WAS1113 and the WCCCF Funding Agreement Amendment were passed unanimously.}}}

OPEN TO DEPARTMENTS

Chair Runyon asked if there were any corrections or additions to today's Agenda. There were none.

He then asked for any issues from the public. There were none.

He then asked for anything from department heads. Fred Davis, Facilities Manager, explained the process for securing facilities service for the Pine Hollow facility (discussion item). There being only one applicant and that applicant having been the contractor for last fiscal year, Mr. Davis asked that the Commission act on the contract so that the facilities maintenance can begin for the season.

Commissioner Holliday made a motion to approve the Personal Services Contract between Wasco County and Lee Hazel to perform facilities maintenance at the Pine Hollow Reservoir. Commissioner Hege seconded the motion with the comment that although the Commission is just now approving the contract, work actually began on May 1, 2012.

{{The Personal Services Contract Between Wasco County Oregon and Lee Hazel was approved unanimously.}}}

John Roberts, Planning Director, asked to speak. He requested to be on the agenda toward the end of June to present their strategic plan. He suggested that they meet at public works. Teri suggested that she could also present the Public Health strategic plan that day.

Mr. Roberts would also like to arrange for a day to visit the illegal dwelling in the forest resource zone. This field trip was previously scheduled but snowed out. Arrangements will be made, confirming a date through email.

CONSIDERATION of items listed on the Discussion List (Attached).

OHA Contract #135575 Amendment #8

Teri Thalhofer explained that this is a routine amendment to the OHA contract. There is some altered language around the TB case management which is not an issue as they do very little of that here. There is a financial increase for Title 10, targeting high cost contraceptives. It is a two-year contract. There are usually 10-12 contract amendments each year in response to Federal funding changes.

{{{Commissioner Holliday motioned to approve OHA Contract #135575 Amendment #8. Commissioner Hege seconded the motion which passed unanimously.}}}

Lane County Contract #13985 Amendment #2.

In years past, food handler classes were scheduled and held in a public class forum. Applicants signed up and paid for classes through Public Health. There was a push for virtual classes which would decrease local revenues for licensing. Lane County created such a virtual class and therefore was able to capture that revenue for their county. An intergovernmental agreement allows Wasco County to direct applicants to the Lane County online class which costs \$10, of which Wasco County gets \$6 for each of their applicants who access the Lane County class. This amendment is an extension of the existing contract.

{{{Commissioner Hege motioned to approve Lane County Contract #13985 Amendment #2. Commissioner Holliday seconded the motion which passed unanimously. }}

Home at Last Expansion

The expansion had been placed on hold; during that time HaL received a \$26,000 grant from Petco Corp. They decided to do a modular expansion which will cross the property line. A large boulder has been removed to make room. A large amount of work and materials have been donated by Crestline and Modular. They are working with another company who may donate surplus asphalt to repave the parking lot. They hope to have the expansion completed in the next two months.

Home at Last Lease Agreement and Management Contract

Tyler Stone, County Administrator, explained that work to revise both the lease and management contracts for HaL has been ongoing over the past 8 months. All parties are in agreement as to the document language.

{{Commissioner Hege moved to approve both the Home at Least Lease Agreement and the Home at Last Management Agreement. Commissioner Holliday seconded the motion which passed unanimously.}}}

Nolan Ryan, The Dalles City Manager, expressed appreciation to both Wasco County and Home at Last for the working with the City during the transition period. He will be going to the City Council this coming Monday asking for a halftime animal control officer position since the county will no longer be handling animal control.

Mr. Stone added that the County will still be doing some limited animal control through the Sheriff's Office.

CONSIDERATION of items listed on the Agenda (Attached).

Enhanced Web Mapping for Wasco County

Dan Boldt, County Surveyor, introduced Sherzod Rakhmanov, County Intern from Uzbekistan, who led the group through a power point presentation (see

packet) outlining the process for creating and benefits of a web mapping system for the county. Mr. Rakhmanov holds a Masters Degree from Spain and has been interning with the County for the past year.

Mr. Rakhmanov explained the costs involved. The County already has the necessary software, but it will require several months to develop. Once developed, he is willing to train staff for use and maintenance. Hood River already has this capability and Mr. Rakhmanov used their site to demonstrate.

A discussion ensued in which everyone agreed that the project would be of great benefit to the county. Paul Ferguson, Information Services Manager, pointed out that the project would not be free but that Mr. Rakhmanov provided great value.

Chair Runyon pointed out that preparatory work would have to be done before the project could begin. Mr. Stone advised him that that discussions have already begun and he would keep the Commission informed.

Commissioner Hege inquired as to what was needed from the Commission today. Mr. Boldt explained that the program Mr. Rakhmanov is on will need to know if Wasco County will continue to employ him as an intern for the remainder of the year so that his Visa can be extended. The maximum extension would allow him to remain until December 6, 2012, at which time he would have 30 days to vacate the country.

{{{Commissioner Hege moved to extend Mr. Rakhmanov's internship through the end of December. Commissioner Holliday seconded the motion which passed unanimously. }}

Tyler announced that Mr. Rakhmanov's internship position would be moved to an engineering assistant internship with a commensurate increase in pay. Status Update to the Wasco County Natural Hazard Mitigation Plan

Mr. Roberts introduced the presentation by explaining that the update is required by FEMA in order to be eligible for funding. It also prompts us to identify gaps and needed changes. Intern Will Clark has been working on this for Wasco, Umatilla and Hood River Counties. The process entails a series of 4 meetings; they are halfway through that process.

Mr. Clark outlined what has been accomplished thus far. At the first meeting, held in February, they developed a community profile which outlines the infrastructure. At the second meeting, they completed a risk assessment. In two weeks there will be a third meeting at which they will do final edits on documents from the first two meetings as well as re-evaluating action items which is the implementation arm of the plan. The final meeting will be implementation and maintenance planning. They hope to have it ready for public review by the end of June and

then to FEMA in July. Once it is approved by FEMA, it will come before the board for final approval.

Mike Davidson, Wasco County Sheriff's Office Emergency Manager, added that a steering committee will meet twice each year to review implementation.

Commission Chair Runyon asked if there are changes made throughout the five year term of the plan. Mr. Davidson answered affirmatively and also explained that cities within the county can fall under the County plan and/or can add their own addendum. Historically, the City of the Dalles and Maupin will add their own addendum, but most of the cities will elect to fall under the County plan.

Commissioner Hege asked if the FEMA maps for the county will be updated. Jeanette Montour, Senior Planner, replied that although we are high on the list for updating, funding is short. She is hopeful that there will be funding available in the next fiscal year.

Request for Position Realignment - Public Health

Teri Thalhofer, Director. Wasco-Sherman Health Department, explained that the Public Health Nursing Supervisor position and the Clinical Programs Supervisor position have essentially the same job description except that the Clinical Programs Supervisor does not supervise nursing practices. Her Nursing Supervisor has resigned; it is difficult to recruit and retain nurses due to the significantly lower-than-market salary offered by Public Health. The Board of Health has recommended having the option of replacing that position with a Clinical Programs Supervisor and reassigning the supervising of nursing practices to Ms. Thalhofer. Both jobs would be posted; when one is filled the other would be removed. Although, she would prefer to fill the Nursing Supervisor position, it is imperative to get someone hired to manage the programs. Either position would be within their budget.

{{{The Board arrived at a consensus to approve the position realignment for the Public Health Nursing Supervisor/Clinical Programs Supervisor position as recommended by the Board of Health and requested by Ms. Thalhofer.}}}

CCO Update

Ms. Thalhofer addressed the Board regarding the selection of a CCO applicant to recommend to the State. The State will not certify a CCO without local stakeholder support. The local hospitals have agreed to work with the Council

and therefore will not independently endorse an applicant. Wasco County was not represented at the last council meeting. Council members have been asked to respond to a questionnaire and scoring rubric to be applied to the submitting candidates' proposals. Monday night there will be a presentation made by the two candidates. At a meeting which will be scheduled following the presentations, the Council will determine which of the two candidates, if either, to recommend to the state.

Commission Chair Runyon revisited the discussion from a previous BOCC session regarding how votes were being distributed at the Council. Ms. Thalhofer responded that a decision was made at the last Council meeting: Behavioral Health has a vote, each County has a vote, each Public Health entity has a vote, each hospital has a vote, and the IPA has a vote.

Ms. Thalhofer concluded by announcing that the ELC will be meeting in Burns in Harney County next month.

Commission Chair Runyon adjourned the regular session at 5:05 p.m. and moved to Executive Session.

WASCO COUNTY BOARD OF COMMISSIONERS

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Sherry Holliday/County Commissioner

Scott Hege, County Commissioner

WASCO COUNTY BOARD OF COMMISSIONERS REGULAR SESSION / AGENDA WEDNESDAY May 9, 2012 LOCATION: Wasco County Public Works Conference Room 2705 E. 2nd Street, The Dalles, Oregon

<u>Public Comment</u>: Individuals wishing to address the Commission on items **<u>not already listed on the Agenda</u>** may do so from during the first half-hour. To speak at other times please wait for the current speaker to conclude. 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: This Agenda is subject to last minute changes. <u>Meetings are ADA accessible</u>. For special accommodations please contact the Commission Office in advance, (541) 506-2520. TDD 1-800-735-2900.

2:00 p.m.

CALL TO ORDER

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
- <u>Discussion Items</u> (Items of general Commission discussion, not otherwise listed on the Agenda):
- Home at Last Expansion, Home at Last Management Agreements, CASA Funding, WCCCE
- Funding Allocation, Pine Hollow Facilities Contract, OHA Contract Amendment #8, Lane County
- Contract #13985.
- <u>Consent Agenda</u> (Items of a routine nature: minutes, documents, previous discussions, etc.)
- -

2:30 p.m. <u>Enhanced Web Mapping for Wasco County</u> – Sherzod Rakhmanov, Public Works

3:00 p.m. <u>Status Update to the Wasco County Natural Hazard Mitigation Plan</u> – John Roberts, Planning Department & Will Clark, RARE Participant

3:20 p.m. <u>Request for Position Realignment</u> – Teri Thalhofer, Public Health

NEW / OLD BUSINESS COMMISSION CALL / REPORTS ADJOURN

WASCO COUNTY BOARD OF COMMISSIONERS REGULAR SESSION May 9, 2012

DISCUSSION LIST

ACTION AND DISCUSSION ITEMS:

- 1. Home at Last Expansion
- 2. Home at Last Lease and Management Agreements
- 3. CASA Funding
- 4. WCCCF Funds Allocation
- 5. Pine Hollow Facilities Contract
- 6. OHA Contract #135575 Amendment #8
- 7. Lane County Contract #13985

ON HOLD:

- 1. Wasco County website improvement
- 2. Admin move

Discussion Item Home at Last Expansion

- Home at Last Letter
- Home at Last Floor Plan
- Home at Last Exterior View
- Home at Last Ariel View



Modular Project

In the fall of 2011, Home At Last Humane Society was approached by a retired veterinarian in our community who offered to assist our shelter in cutting costs by donating her time to spay and neuter our adoptable shelter animals. Our yearly veterinary costs for these procedures are approximately \$25,000. As the shelter building is not ours to alter, we are looking toward securing a modular building we would renovate into a surgery suite and would reduce our in-house spay/neuter costs by 65%-70%. This suite would also include an area for cat and dog intake, vaccinations, bathing, laundry and dishes which would allow a little more breathing room in our overcrowded building. If ever Home At Last is forced to vacate our current shelter, we could take the modular unit with us. The placement of this modular will be on the northeast side of the building where the large rock is currently. The second part of this project will be to move the existing laundry area to the modular and expand the cat room.

This project will be completed in three phases:

Phase 1:

Remove the rock on the northeast side of the building between the play yard and the building. This area will be grade leveled to the high of the fire lane and asphalt. Crestline will dig the trenches for water, electrical, and sewer hook ups. Electrical and plumbing contractors will run lines and electrical to predetermined area and capped off until modular arrives and can be hooked up.

Phase 2:

Place modular, build ramps and decking, hook all utilities, and put in concrete walkway from ISO door to modular ramping. Move all veterinary contents of ISO unit, laundry, dishes, and dog wash areas.

Phase 3:

Remove temporary wall in laundry area. Demo all contents of area and cap off all electrical and water connections. Construct wall with window and door in place of the temporary wall allowing cat room to expand into previous laundry area.

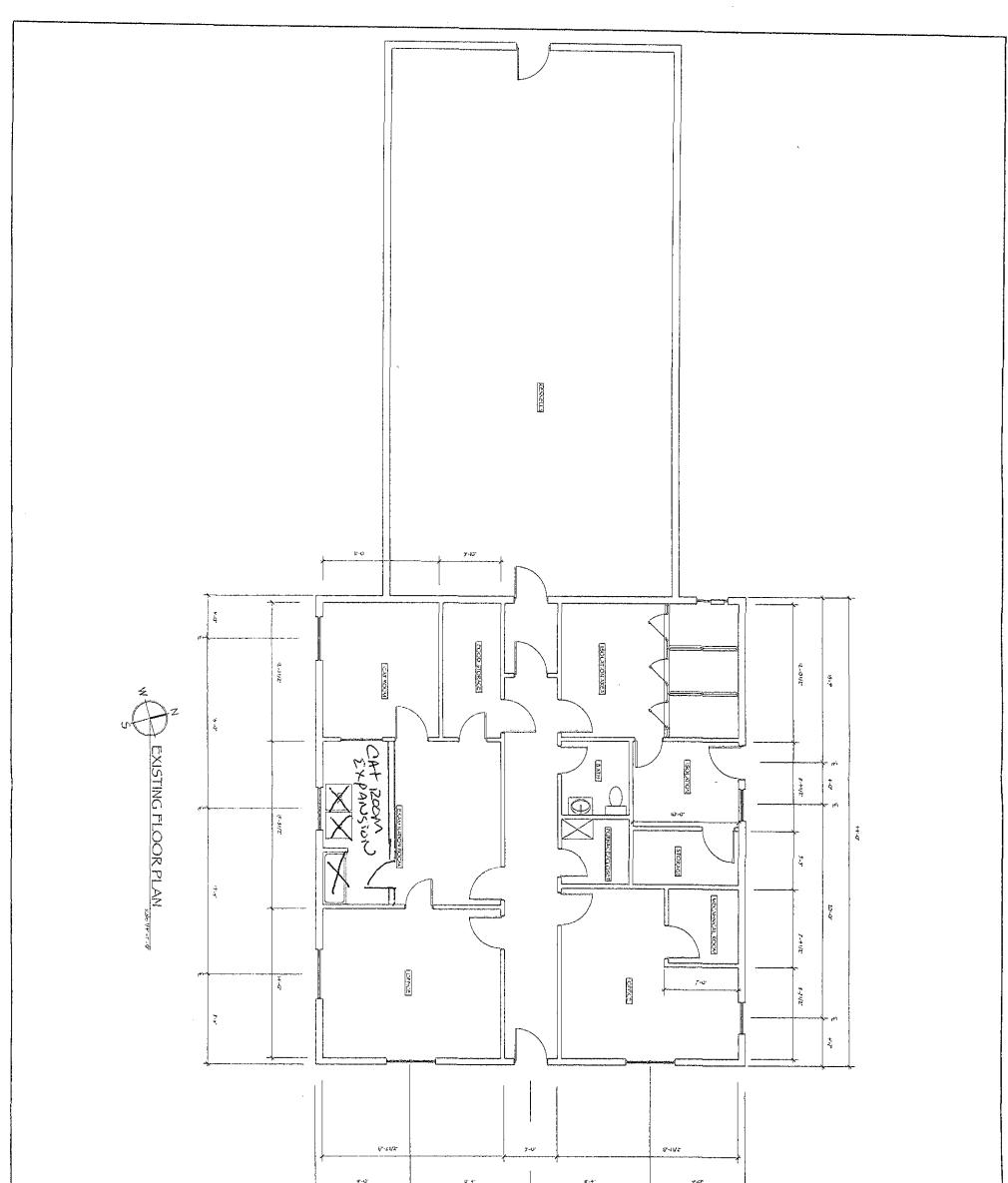
This is a general overview of the project. All work will be completed by certified commercial contractors.

This Letter and supporting materials is to serve as a request to Wasco County for consent to move forward with the above project. If you have any questions, please contact me at your convenience.

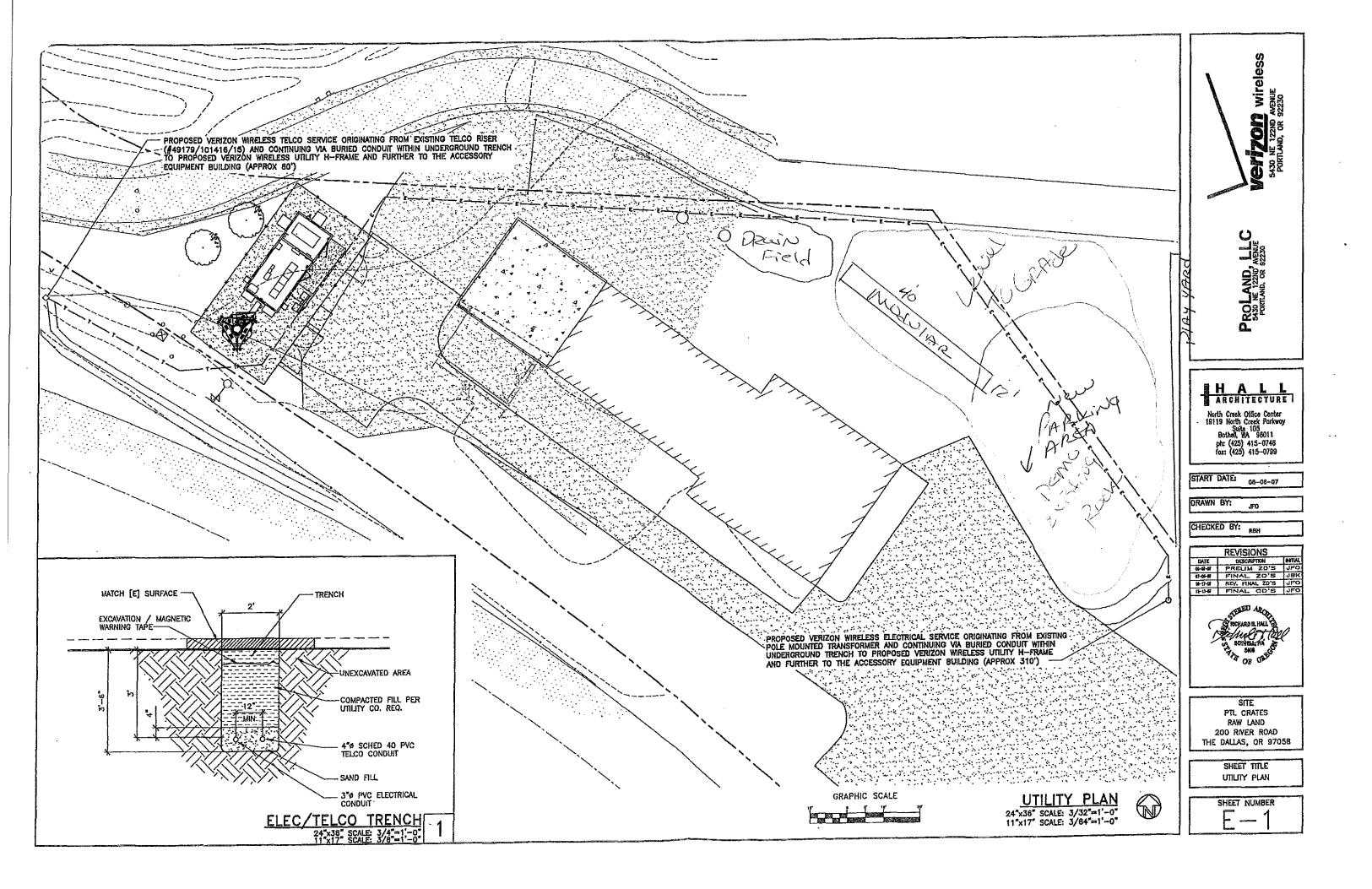
Best Regards,

Stephen Drynan Business manager Home At Last Humane Society

Find the love of your life! Email us at info@homeatlasths.org or visit our website at www.homeatlasths.org

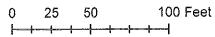


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Home At Last





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Discussion Item Home at Last Agreements

- Home at Last Lease Agreement
- Home at Last Management Agreement

Lease Agreement

This Lease Agreement ("Lease") is made effective as of July 1, 2012, by and between Wasco County, 511 Washington Street, The Dalles, Oregon, 97058, a political subdivision of the State of Oregon ("Landlord"), and Home at Last Humane Society, ("Tenant").

 PREMISES: In consideration of, and in conjunction with, the duties and responsibilities outlined in the Management Agreement (Exhibit A), Landlord leases to Tenant the Animal Shelter Facility located at 200 River Road, The Dalles, Oregon 97058.

2. USE OF PREMISES:

- 2.1 <u>Permitted Use</u>: The Premises shall be occupied by Tenant for use as an animal shelter and for other lawful uses related thereto. Any other use of the Premises during the term of this Lease is prohibited unless approved in writing by Landlord.
- 2.2 <u>Restrictions on Use</u>: In connection with the use of the Premises, Tenant shall:
 - (a) Conform to all applicable laws and regulations of any public authority affecting the Premises and the use, and correct at Tenant's own expense any failure of compliance created through Tenant's fault or by reason of Tenant's use, but Tenant shall not be required to make any structural changes to effect such compliance unless such changes are required because of Tenant's specific use.

- (b) Conform to the Management Agreement, a copy of which is attached hereto as <u>Exhibit A.</u>
- (c) Refrain from any activity; unless approved by Landlord that would make it impossible to insure the Premises, would increase the insurance rate, or would prevent Landlord from taking advantage of any rule allowing Landlord to obtain reduced insurance premium rates, unless Tenant pays the additional cost of insurance.
- (d) Refrain from any use that would be reasonably offensive to other tenants or users of neighboring premises or that would tend to create a nuisance or damage the reputation of the Premises.
- (e) Refrain from loading the electrical system or floors beyond the point considered safe by a competent engineer, architect or licensed Electrician selected by the Landlord.
- (f) Refrain from making any marks on, or attaching any sign, insignia, antenna, aerial, or other device, to the exterior or interior walls, windows, or roof of the Premises without the written consent of Landlord.
- 3. ACCEPTANCE OF PREMISES: Tenant has examined the Premises and accepts them in "as is" condition. Except as specifically set forth, no representations or warranties as to the condition of the Premises have been made by Landlord or its agents. Landlord shall have no liability to Tenant for any damage or injury caused by the condition of the Premises.

All furnishings, appliances, fixtures, improvements, surface coverings, decoration, and other contents of the Premises shall be provided by Tenant at its own expense, as further provided in this Lease. Landlord hereby represents that, as of the date of commencement of the Lease, the plumbing is in working order, and the Premises are served by a heating and cooling system suitable for the proposed use.

4. SQUARE FOOTAGE: N/A

- 5. TERM: The original term of the Lease shall be from July 1, 2012 through June 30, 2019 unless sooner terminated as hereinafter provided or in accordance with the terms of the Management Agreement. It is the intent of all parties that the facility lease and Management Agreement run concurrently.
- 6. EXTENSION: Upon mutual acceptance this lease may be renewed for subsequent three year terms as hereinafter provided. Tenant must provide Landlord with no less than 90 days' notice of its intent to renew. Landlord shall then have 45 days to provide Tenant with notice of its intent to agree to such renewal, or of its election not to renew. If the Landlord does not provide Tenant with notice of its intent to agree to such renewal within 45 days of Tenant's notice of intent to renew, Landlord will be deemed to have elected not to renew.

Landlord's notice of election not to renew the Lease shall be binding on both parties, and the Lease shall expire at the end of the original term.

7. LEASE PAYMENTS: Please refer to the Management Agreement.

8. LATE PAYMENTS: N/A

9. POSSESSION: Tenant shall be entitled to possession of the Premises on the first day of the terms of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing.

10. HOLDOVER/PERSONAL PROPERTY:

10.1 If Tenant does not vacate at the time required, Landlord shall have the option to treat Tenant as month-to-month Tenant, subject to all terms of this Lease except for term and renewal.

Failure to remove personal property, fixtures, or other items in accordance with this Lease may, at the option of Landlord, be deemed a holdover.

Such tenancy shall be terminable at the end of any monthly rental period upon 30 days' written notice from Landlord. Tenant waives any right to any other notice.

10.2 At the end of the Lease term, Tenant shall remove from the Premises all of its personal property. If requested to do so by Landlord, Tenant shall also remove all fixtures provided by Tenant. Failure to remove any such item at expiration or termination may, at the option of Landlord, be deemed abandonment of such property.

Landlord may retain the property and all rights of Tenant to it shall cease or, by 15 days' notice to Tenant, Landlord may hold Tenant to its obligation to remove and Landlord may thereafter remove said items and place them in public storage on Tenant's account. Tenant shall be liable to Landlord for reimbursement of all costs incurred by Landlord.

11. ALTERATIONS:

11.1 <u>Alterations Prohibited</u>: Tenant shall make no improvements or alterations on the Premises of any kind without first obtaining Landlord's written approval. All alterations shall be made in a good and workmanlike manner, and in compliance with applicable laws and building codes. As used herein, "alterations" includes the installation of computer and telecommunications wiring, cables, and conduit. 11.2 <u>Ownership and Removal of Alterations</u>: All improvements and alterations performed on the Premises by either Landlord or Tenant shall be the property of Landlord when installed unless the applicable Landlord's consent specifically provides otherwise.

Non-structural Improvements and alterations installed by Tenant shall, at Landlord's option, be removed by Tenant and the Premises restored at the termination of the Lease unless the applicable Landlord's consent specifically provides otherwise.

12. REMODELING OR STRUCTURAL IMPROVEMENTS:

12.1 Subject to the requirements of Section 11 Tenant shall have the obligation to conduct any construction or remodeling (at Tenant's expense) that may be required or desired by Tenant to use the Premises as specified in Section 2.

Tenant may also construct or install such fixtures on the Premises (at Tenant's expense) that appropriately facilitate its use for such purposes, subject to Landlord's review and approval as described below.

- 12.2 Before construction or remodel of said Premises, Tenant agrees to prepare, or cause to be prepared, and to submit to the Landlord for its approval, two sets of fully dimensioned one-quarter inch (1/4") scale drawings showing the layout of the demised Premises and any other matter that would affect the construction design of the demised Premises, Tenant's estimated costs, and the names of all of Tenant's contractors and subcontractors.
- 12.3 Landlord's approval of the plans, specifications, and working drawings from Tenant's alterations shall create no responsibility or liability on the part of Landlord for their completeness, design sufficiency, or compliance

with all laws, rules, and regulations of governmental agencies or authorities.

- 12.4 All work performed by Tenant on the Premises shall be done in strict compliance with all applicable building, fire, sanitary, and safety codes, and other applicable laws, statutes, regulations, and ordinances and Tenant shall secure all necessary permits for the work to the extent required by law. All plans for construction, alteration, or changes shall be signed and sealed by an architect or engineer licensed by the State of Oregon.
- 12.5 Tenant shall keep the Premises free from all liens in connection with any work. All work performed by Tenant shall be carried forward expeditiously, shall not interfere with Landlord's work, and shall be completed within a reasonable time. All work shall be completed in a good workmanlike manner.

Landlord or Landlord's agents shall have the right at all reasonable times to inspect the quality and progress of the work. Tenant agrees to provide Landlord with an "as built" sepia of the Premises and the improvements at completion of Tenant's construction.

- 12.6 All Construction, alterations, or other work performed on or about said Premises shall be done in such a way as to interfere as little as reasonably possible with the use of the adjoining Premises by other Tenants.
- 12.7 Tenant shall be responsible for payment of any system development fee or tax, including but not limited to sewer connection charges, associated with its interior improvements to the Premises. Tenant shall also be responsible for any other charges, fees, or licenses necessary to obtain

utility service, permit occupancy, or operate its business within the Premises.

13. SIGNS: Tenant may install signs at locations approved by the Landlord. Tenant will be responsible for obtaining all necessary sign permits.

All signs must meet all City standards and codes. Tenant shall remove its signs at the termination of the Lease. Exterior sign design and placement shall be subject to Landlord's advance written permission.

14. MAINTENANCE AND REPAIRS:

- 14.1 <u>Tenant's Obligations</u>: The following shall be the responsibility of Tenant:
 - (a) Maintenance and repair of all Tenant's own equipment and equipment installed by Tenant.
 - (b) Any interior remodeling or redecorating (i.e. painting, etc.), subject to notice and approval of Landlord.
 - (c) Regular maintenance of floor coverings.
 - (d) All structural repairs and maintenance to the exterior surfaces of the Premises, which includes the exterior walls, floor columns, roof, and exterior painting.
 - (e) Repair and maintenance of sidewalks, driveways, service areas, curbs, parking areas and common areas.
 - (f) Repair of plumbing, electrical, heating and air conditioning systems within the Premises.
 - (g) Repair and maintenance of the irrigation system.
 - (h) Regular (quarterly) pumping of the septic tank.

Wasco County Lease

- (i) Repair of interior walls, ceilings, doors, windows, and related hardware, light fixtures, switches.
- (j) All other repairs to the Premises which may be necessary for the continued use of the premises.

15. LANDLORD ACCESS:

15.1 Landlord and its agents shall have the right to enter the Premises at reasonable times for the purpose of inspecting same, showing same to prospective Tenants, purchasers, or lenders; and making such alterations, repairs, improvements, or additions to the Premises as Landlord may deem necessary or desirable.

16. UTILITIES AND SERVICES:

16.1 Tenant shall be responsible for all utilities and services in connection with the Premises including, but not limited to, natural gas, electric, water, garbage, sewer/ septic and internet connectivity. Telephone service, janitorial services, landscaping services and television services are not included.

17. INSURANCE:

17.1 <u>Liability Insurance</u>: During the term of this Lease and before using the Premises, Tenant shall obtain and keep in force for the mutual benefit of Landlord and Tenant, comprehensive general liability insurance at Tenant's cost as follows: Comprehensive general liability insurance (in a responsible company) for bodily injury, death, and property damage with limits of not less than \$1,000,000 for each occurrence.

The limits of the insurance shall be subject to statutory changes as to maximum limits of liability imposed on municipalities of the State of Oregon during the term of this Lease.

Such insurance shall protect Tenant against the claims of Landlord on account of the obligations assumed by Tenant under this Lease, and shall name, as additional insured, Landlord, and its officers, agents, and employees.

The insurance shall provide that the insurance shall not terminate or be canceled without 30 days' written notice first being given to Landlord. If the insurance is canceled or terminated prior to termination of the Lease, Tenant shall provide a new policy with the same terms. Tenant agrees to maintain continuous, uninterrupted coverage for the duration of the Lease. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by the Tenant.

17.2. <u>Certificates of Insurance</u>: Certificates evidencing such insurance and bearing endorsements requiring 30 days' written notice to Landlord prior to any change or cancellation shall be furnished to Landlord prior to Tenant's occupancy of the Premises. Tenant shall maintain, on file with Landlord, a certificate of insurance certifying the coverage required in subsection 17.1.

A certificate of insurance, or copy thereof, shall be attached to this Lease as <u>Exhibit B</u>, if applicable, and shall be incorporated herein and made a term and part of this Lease.

The adequacy of the insurance shall be subject to the approval of the Landlord's Risk Manager. Failure to maintain liability insurance shall be cause for immediate termination of this Lease by Landlord.

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17.3 <u>Workers' Compensation Insurance</u>:

 a. If Tenant is subject employer under the Oregon Workers' Compensation law, it shall comply with ORS 656.017, by providing workers' compensation coverage for all its subject workers. A certificate of insurance, or copy thereof, shall be attached to this Lease as <u>Exhibit C</u>, if applicable, and shall be incorporated herein and made a term and part of this Lease.

The adequacy of the insurance shall be subject to the approval of Landlord's Risk Manager or Attorney. The Tenant further agrees to maintain workers' compensation insurance coverage for the duration of this Lease. Tenant's failure to maintain insurance providing workers compensation coverage shall be cause for immediate termination of the Lease.

- b. In the event the Tenant's workers compensation insurance coverage is due to expire during the term of this Lease, the Tenant agrees to timely renew its insurance, either as a carrier-insured employer or a self-insured employer, as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and the Tenant agrees to provide the Landlord such further certification of workers' compensation insurance as renewals of said insurance occur.
- 18. SUBROGATION: Tenant shall be responsible for insuring its' personal property and trade fixtures located on the Premises and any alterations or Tenant improvements it has made to the Premises.

Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement, and in

Wasco County Lease

Home at Last Humane Society

the event of insured loss, neither party's insurance company shall have a subrogated claim against the other. This waiver shall be valid only if the insurance policy in question expressly permits waiver of subrogation or if the insurance company agrees in writing that such a waiver will not affect coverage under the policies. Each party agrees to use best efforts to obtain such an agreement from its insurer, if the policy does not expressly permit a waiver of subrogation.

- 19. HOLD HARMLESS AND INDEMNITY: Tenant shall indemnify, defend, and hold Landlord harmless from any and all claims arising from Tenant's use of the Premises or from the conduct of its business, or from any activity, or things which may be permitted or suffered by Tenant in or about the Premises, and shall further indemnify, defend and hold Landlord harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the provisions of this Lease or arising from any act or omission of Tenant or any of its agents, contractors, employees, or invitees, and from any and all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or action nor proceeding brought thereon. Tenant's obligations under this Section shall survive the termination of this Lease. Nothing contained herein shall be deemed a waiver of any defenses or limits available to Tenant under the Oregon Tort Claims Act.
- **20. TAXES AND ASSESSMENTS:** Tenant shall be responsible for any taxes, fees, or other assessments.
- 21. DESTRUCTION OR CONDEMNATION OF PREMISES: If the Premises are partially destroyed in a manner that prevents the conducting of Tenant's use of the Premises in a normal manner, and if the damage is reasonably repairable within sixty (60) days, after the occurrence of the destruction, and if the costs or repair is less that \$10,000, Landlord shall repair the Premises.

However, if the damage is not repairable within sixty (60) days, or if the cost of repair is \$10,000 or more, or if the Landlord is prevented from repairing the damage by forces beyond Landlord's control, or if the property is condemned, this Lease shall terminate upon twenty (20) days written notice of such event or condition by either party.

If a material portion of the Premises is acquired through the lawful exercise of the power of eminent domain, material being more than 25% of the square footage, Tenant shall have the option of terminating this Lease by providing Landlord with 30 days written notice of its intent to do so.

If the entire Premises are acquired through the lawful exercise of the power of eminent domain, this Lease shall terminate upon the date the condemning authority takes possession of the Premises, unless an alternative date is agreed upon.

In the case of either a partial or total taking, Landlord is entitled to all proceeds paid by any condemning authority. In no case shall Tenant be entitled to share in any condemnation proceeds.

- 22. MECHANICS' LIENS: Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics' lien nor any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to give actual advance notice to any contractors, subcontractors, or suppliers, of goods, labor, or services that such liens will not be valid.
- **23. DEFAULTS**: Tenant shall be in default of this Lease, if Tenant fails to fulfill any Lease obligation or term by which Tenant is bound.

Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 30 days (or any other obligation within 15 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice, and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses suffered by Landlords by reason of Tenant's defaults.

- 24. ATTORNEY FEES: If suit or action is instituted in connection with any controversy arising out of this Lease, the prevailing party shall be entitled to recover, in addition to costs, such sum as the court may adjudge reasonable as attorney's fees, including attorney's fees that a court may adjudge reasonable on any appeal there under. Any such action shall be in the Circuit Court of Wasco County.
- 25. NOTICE: Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid and addressed as follows:

LANDLORD:	Wasco County Facilities Operations Manager				
	Employee & Administrative Services Department 511 Washington Street				
	The Dalles, OR 97058				

TENANT: Home at last Humane Society 200 River Road The Dalles Oregon 97058

Such addresses may be changed from time-to-time by either party by providing notice as set forth above.

- 26. ASSIGNABILITY/SUBLETTING: No part of the Premises may be assigned, mortgaged or subleased or may a right of use of any portion of the Premises be conferred on any third person by any other means by Tenant, without prior written consent of Landlord, except as noted herein.
- 27. HAZARDOUS MATERIALS: For purposes of this Lease, "hazardous material" means any material or substance which may pose a present or future threat to human health or the environment, including Hazardous Waste as that term is used in Resources Conservation and Recovery Act (42 USC 6901 et seq.).

Tenant shall not use, store, generate, release, deposit, or emit any additional hazardous material in connection with its use of the Premises, nor shall Tenant increase the volume or change the manner of use, storage, generation, release, deposit, or emission of any hazardous material that has previously been approved by Landlord, without prior written notification to Landlord and Landlord's written approval of the change. Such notification shall inform Landlord about the proposed change, its environmental significance, the classification of any additional waste, and precautions to be taken by Tenant with regard to the additional hazardous material or the increase or change in use, storage, generation, release, or deposit. Landlord reserves the right, in its sole discretion, to request additional information and to withhold its approval. Tenant shall comply with all laws governing the use, storage, generation, release, deposit, or emission of hazardous material in connection with its use of the Premises.

Tenant shall indemnify, defend (with counsel satisfactory to Landlord), and hold harmless Landlord, its present and future officers, directors, employees, contractors, and agents from and against any and all liabilities, penalties, fines, forfeitures, demands, claims, costs, and expenses incidental thereto, including the cost of defense, settlement, and reasonable attorney's fees, which any or all of them may hereafter suffer, incur, be responsible for, or pay out as a result of

Wasco County Lease

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bodily injuries (including death) to any person, damage (including loss of use) to any property (public or private), contamination or other adverse effects on the environment, or any violation or alleged violation of any statute, ordinance, order, rule, or regulation of any governmental entity or agency to the extent caused by, arising out of, or connected with the presence of any hazardous material on the Premises, which hazardous material is on the Premises as a result of the act or omission of Tenant, its officers, employees, agents, contractors, or invitees.

28. DAMAGES:

- 28.1 In the event of termination on default, Landlord shall be entitled to recover immediately, without waiting until the due date of any future rent or until the date fixed for expiration of the Lease term, the following amounts as damages:
 - The loss of reasonable rental value from the date of default until an acceptable new Tenant has been or, with the exercise of reasonable efforts, could have been secured.
 - b. The reasonable cost of re-entry and re-letting, including without limitation, the cost of any clean up, refurbishing, removal of Tenant's property and fixtures, or any other expense occasioned by Tenant's failure to quit the Premises upon termination and to leave them in the required condition, any remodeling cost, attorney fees, court costs, broker commissions, and advertising costs.
 - c. Any excess of the value of the rent and all of Tenant's other obligations under this Lease over the reasonable expected return from the Premises for the period commencing on the earlier of the date of trial or the date the Premises are relet and continuing through the end of the term. The present value of future amounts

will be computed using a discount rate equal to the prime loan rate of major Oregon banks in effect on the date of trial.

- 28.2 Landlord may sue periodically to recover damages during the period corresponding to the remainder of the Lease term, and no action for damages shall bar a later action for damages subsequently accruing.
- 29. OBSERVANCE OF LANDLORD'S RULES. Tenant agrees to comply with all reasonable rules and regulations respecting use of the Premises and adjacent areas promulgated by Landlord from time-to-time and communicated to Tenant in writing. Tenant shall permit Landlord to make reasonable inspection of the Premises from time-to-time to determine whether Tenant is complying with Landlord's rules and regulations and the provisions of this Lease.
- **30.** ENTIRE AGREEMENT/AMENDMENT: This Lease Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written except for the Management Agreement attached as Exhibit A. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.
- **31. SEVERABILITY**: If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as to limited.
- **32. WAIVER**: The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

- 33. CUMULATIVE RIGHTS: The rights of the parties under this Lease are cumulative and shall not be construed as exclusive unless otherwise required by law.
- 34. RIGHT TO SUE MORE THAN ONCE. Landlord may sue periodically to recover damages during the period corresponding to the remainder of the Lease term, and no action for damages shall bar a later action for damages subsequently accruing.
- **35**. **RECORDATION**. This Lease shall not be recorded without the written consent of Landlord.
- **36. GOVERNING LAW**: This Lease shall be construed in accordance with the laws of the State of Oregon.
- **37. FORCE MAJEURE**: Neither party hereto shall be deemed to be in default of any provisions of the Lease, for any failure in performance resulting from acts or events beyond the reasonable control of such party.
- **38. NON-DISCRIMINATION**: No person shall be subject to discrimination in the receipt of any services or benefits made possible by, or resulting from, this Lease on the grounds of sex, race, color, religion, creed, marital status, age, national origin, or disability. Any violation of this provision may be considered a material breach of this Agreement and grounds for termination by Landlord. However, if the discrimination shall have been carried out by an employee who has been trained by Tenant not to discriminate, such violation may not be considered a material breach of this Agreement or grounds for termination by Landlord.
- **39. TERMINATION:** At any time during the lease term, either party may terminate this Lease without further obligations of liability to the other, with not less than ninety (90) days prior notice to the other.

Home at Last Humane Society Tenant	Wasco County, Oregon Landlord
By:	Sherry Holliday, Chair
Title: Date:	Date:
	Scott C. Hege, Commissioner
	Date:
	Rod L. Runyon, Commissioner
	Date:
	APPROVED AS TO FORM:
	Eric J. Nisley Wasco County District Attorney

MANAGEMENT AGREEMENT

- DATE: May 9, 2012
- BETWEEN: HOME AT LAST HUMANE SOCIETY (HUMANE SOCIETY) 200 River Road The Dalles, Oregon 97058
- AND: WASCO COUNTY, OREGON (COUNTY) 511 Washington Street The Dalles, Oregon 97058-2237

In exchange for the consideration herein described COUNTY hereby

grants to HUMANE SOCIETY the right to manage and operate the Wasco

County Animal Control Shelter located at 200 River Road, The Dalles,

Oregon 97058.

SECTION 1. TERM.

- 1.1 **TERM**: The original term of the Management Agreement shall be from July 1, 2012 through June 30, 2019 unless sooner terminated as hereinafter provided or in accordance with the terms of the Facility Lease. It is the intent of all parties that the Management Agreement and the Facility Lease run concurrently.
- 1.2 **EXTENSION**: HUMANE SOCIETY must provide COUNTY with no less than 90 days' notice of its intent to renew. Each
- 1 MANAGEMENT AGREEMENT

renewal shall be for an additional three (3) year term and shall renew as specified in the Lease Agreement

- **1.3 Termination.** Either party to this Agreement may terminate the Agreement by providing not less than a 90 day written notice to the other party.
- 1.4 Revisions to Agreement. With 30 day written notice the COUNTY or the HUMANE SOCIETY may revisit this Management Agreement and make adjustments with mutual written agreement.

SECTION 2. CONSIDERATION.

- 2.1 Consideration. COUNTY shall make the Shelter available to HUMANE SOCIETY at no cost as consideration for the right to manage and operate the Wasco County Animal Control Shelter, herein referred to as "SHELTER". Additionally, all funds received from intake fees, surrenders, donation, grants, dog licensing, board and adoptions will go to the HUMANE SOCIETY.
- 2.2 As consideration in year one of this agreement, all monies that currently reside in the Animal Control Fund shall be transferred to HUMANE SOCIETY and shall be the sole contribution from CITY and COUNTY for the 2012 / 2013 budget year.

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2.3 Annual Reevaluation of Consideration. Each year the County may reevaluate the annual Consideration as authorized under this Agreement.

SECTION 3. HUMANE SOCIETY'S RIGHTS, OBLIGATIONS, AND RESPONSIBILITIES:

- 3.1 Obligations.
 - (1)
 - (2) HUMANE SOCIETY will refrain from interfering with any litigation or cases pending further investigation. Pending cases will be treated as confidential and the HUMANE SOCIETY employees and/or volunteers will refrain from public comment.
 - (3) No animals brought to the Animal Shelter by the Animal Control Officer or their designee (officer) will be turned away because of lack of kennel space. All others will be at the discretion of the HUMANE SOCIETY.
 - (4) The HUMANE SOCIETY agrees to comply with all terms and conditions contained in the Management Agreement and the Facility Lease Agreement.
 - (5) Other than the terms and conditions of the Management Agreement and the Facility Lease Agreement all policies including, but not limited to fees (excluding licensing
- 3 MANAGEMENT AGREEMENT

fees), policies and procedures, will be at the sole discretion of the HUMANE SOCIETY Board of Directors.

(6) HUMANE SOCIETY agrees to send on a annual basis an accounting of the total number of animals housed in the shelter. This accounting shall clearly identify which State, County, and City an animal was released or impounded from.

(7)

3.3 Responsibilities.

- (1) (2)
- (4) All euthanasia will be the responsibility of the HUMANE SOCIETY. All animals shall be disposed of in a proper and lawful manner.
- (5) Unless claimed by its keeper, a dog shall be impounded for at least three days if the dog is without a license or identification tag. A dog shall be impounded for at least five days if it has a license or identification tag. A reasonable effort shall be made to notify the keeper of the dog in all circumstances. Dogs that are brought in by authorities as strays shall be in the custody of HAL, and upon meeting the statutory minimum hold time shall be available for adoption. Before a dog associated with any law enforcement or public health action is removed
- 4 MANAGEMENT AGREEMENT

from impoundment HUMANE SOCIETY shall contact the impounding agency and receive authorization for release of the dog. All dogs on hold for public health screening or dog bite cases will be held for the minimum amount of time required time required under ORS and shall obtain permission from the public authority prior to release.

SECTION 4. DOG LICENSING

- (1) Dog Licensing. HUMANE SOCIETY shall not issue a license for a dog until the HUMANE SOCIETY has been provided with a current certification of a rabies inoculation issued and signed by a veterinarian. ORS 433.370 and ORS 433.375.
- (2) Each employee of HUMANE SOCIETY that processes dog licenses shall receive training provided by the Sheriff prior to issuing dog licenses. Upon completion of the training, the employee shall be granted authority to issue dog licenses on behalf of the COUNTY.
- (3) The HUMANE SOCIETY may impose a service fee in addition to the dog license fee established by law and retain said service fee. Service fee shall not be more than 20% of the license fee.

5 – MANAGEMENT AGREEMENT

- (4) Licensing fees shall be retained in a separate budget fund as provided under ORS 609.110 and be expended as provided for by law. These fees may be used for expenses related to the dog licensing program and may include supplies, staffing, or other costs required to run the program. A monthly report of monies in the licensing fund shall be submitted to the Wasco County Treasurer for tracking.
- (5) HUMANE SOCIETY shall maintain appropriate records of all licenses issued. These records shall contain the name, address, and phone number of the person purchasing the license, a description of the dog, and a copy of a valid rabies certificate. A record of the license number, issue date and expiration date. A record of the rabies expiration date and if the dog is spayed or neutered. A record of the financial transaction.
- (6) At least quarterly HUMANE SOCIETY shall provide the
 911 Dispatch office a list of all licensed dogs and their owners.
- (7) The Chair of the County Commission shall act as the arbiter of any disputes that arise as a result of the Licensing Program.

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SECTION 5. COUNTY'S RIGHTS, OBLIGATIONS AND RESPONSIBILITIES:

5.1 Rights.

(1) The Wasco County Sheriff's Office and the Facilities Department shall inspect the Shelter on a regular basis to ensure building is being appropriately maintained and that Humane Society is in compliance with this Management Agreement.

(2) Dogs may be lodged after hours by on an emergency
 basis when the life of the animal is deemed in danger
 or because the dog has been determined to be a
 threat to the public's safety.

SECTION 6. TERMS MUTUALLY AGREED UPON BY BOTH PARTIES:

- (1) COUNTY and/or HUMANE SOCIETY shall have the right to make adjustments to the Agreement if both Parties to the Agreement are in agreement with the proposed revisions.
- (2) COUNTY and HUMANE SOCIETY will comply with all terms and conditions as specified in the Lease Agreement which is hereto attached and made a part of this Agreement.
- (3) COUNTY agrees to allow the HUMANE SOCIETY the right to use any equipment currently on site which may belong to COUNTY. All such equipment shall remain the property of the COUNTY.
- 7 MANAGEMENT AGREEMENT

- (4) HUMANE SOCIETY agrees to Indemnify and Hold Harmless COUNTY and its officers, employees and agents from and against all claims, suites, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of HUMANE SOCIETY or its officers, employees, contractors, or agents under this Agreement.
- ///// ///// ///// /////

DATED this 8th day of June, 2012.

WASCO COUNTY BOARD OF COMMISSIONERS

APPROVED AS TO FORM:	Sherry Holliday, Chair
Eric J. Nisley Wasco County District Attorney	Scott C. Hege, County Commissioner
	Rod L. Runyon, County Commissioner

8 – MANAGEMENT AGREEMENT

HOME AT LAST HUMANE SOCIETY

President Dated:_____

9 – MANAGEMENT AGREEMENT

DISCUSSION ITEM CASA FUNDING AMENDMENT

- Memorandum from Christa Rude
- <u>Amendment</u>
- <u>Award Exhibit 1</u>



MEMORANDUM

To: Wasco County Board of Commissioners Commissioner Runyon, Chair Commissioner Holliday Commissioner Hege

Oniste

- From: Christa Rude, WCCCF Administrator
- CC: Molly Rogers, Youth Services Director Susan Erickson, CASA Executive Director (memo only)

Date: 4/26/2012

Re: CASA Funding Amendment

Greetings,

Attached is an amendment to our Intergovernmental Agreement with the state based on a change in funding for the Court Appointed Special Advocates (CASA) program. Also attached is the email of explanation I received from the state. In summary:

- CASA programs will be funded through The Oregon Volunteers Commission as of July 1, 2012 instead of the Commission on Children & Families.
- The biennial allocation in our IGA changes from \$26,943 to \$14,549 (54% of the original allocation)

The local impact is as follows:

- CONTRACT: Our current contract ends June 30, 2012 and will pay out the 54% by the end of Quarter 4.
- 11/13 BUDGET: The current budget request does not include expenditures or revenues for CASA
- **PROGRAM:** The local program will continue to be funded through the new entity and children will continue to have CASA representation.

Thank you for your time and attention to this document. We will need two original signed copies returned to us to forward to the state. I will be present at the beginning of the scheduled board meeting to answer any questions you may have.

ATTACHED

- 1. COPY (partial) of Oregon Commission on Children and Families 2011-2013 County Intergovernmental Agreement #WAS1113
- 2. Amendment # 1 to Oregon Commission on Children and Families 2011-2013 County Intergovernmental Agreement #WAS1113
- 3. April 3, 2012 Email from Brenda Brooks: CASA Funding Update

Together we are building a healthy community for children and families.

- Child abuse and neglect
- Homeless & Runaway Youth

- Readiness to Learn
- Youth substance use

JUL 2 9 2011

CONTRACT #<u>WAS1113</u>

OREGON COMMISSION ON CHILDREN AND FAMILIES 2011-2013 COUNTY INTERGOVERNMENTAL AGREEMENT

This Oregon Commission on Children and Families 2011-2013 County Intergovernmental Agreement (this "Agreement") is entered into by and between the State of Oregon, acting by and through its State Commission on Children and Families, together with its successors and assigns ("Agency"), and Wasco County, a political subdivision of the State of Oregon ("County").

RECITALS

WHEREAS, ORS 417.735 authorizes Agency to assist Oregon counties in enabling families and communities to protect, nurture, and realize the full physical, social, emotional, cognitive and cultural development potential of children in Oregon;

WHEREAS, County has requested financial assistance from Agency for the foregoing purposes; and

WHEREAS, Agency is willing, upon the terms and conditions of this Agreement, to provide financial assistance to County for the foregoing purposes;

WHEREAS, pursuant to ORS 190.110 and ORS 417.850, the parties have authority to enter into intergovernmental cooperative agreements, and therefore agree to work together, focusing on the Oregon Benchmark – Preventing and Reducing Juvenile Crime, and to improve collaborative efforts.

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

AGREEMENT

1. Effective Date and Duration. Upon execution by each of the parties hereto and approval as required by applicable law, this Agreement shall become effective as of July 1, 2011. Unless terminated earlier in accordance with its terms, this Agreement shall terminate on June 30, 2013.

2. Agreement Documents, Order of Precedence. This Agreement consists of the following documents, which are listed in descending order of precedence. In the event of a conflict between two or more of these documents, the language in the document with the highest precedence shall control.

This Agreement	without Exhibits
Exhibit A	Definitions
Exhibit B	Funding Area Descriptions
Exhibit C	Award
Exhibit D	Special Terms and Conditions
Exhibit E	General Terms and Conditions
Exhibit F	Standard Terms and Conditions

Exhibit GRequired Federal Terms and ConditionsExhibit HJuvenile Crime Prevention

County, by execution of this Agreement, hereby acknowledges that County has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

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



STATE OF OREGON ACTING BY AND THROUGH ITS STATE COMMISSION ON CHILDREN AND FAMILIES

By:	nais	ia	Cla	ste	-		
Name	llart	ŝ	r Cla	No	•		
Title:_	Die	BÅ	sin	N	Deri	lices	
Date:_	- 2	S/L	201	<u> </u>	-		

WASCO COUNTY ACTING BY AND THROUGH ITS LOCAL COMMISSION ON CHILDREN AND FAMILIES By: Shew Woll Arg Name: Strenger Holy (AAY Title CHAIR BOARD OF COMMISSIONERS Date: 7-20-2011

ROVED AS TO FORM APP Eric Nisley, County Counsel

OREGON COMMISSION ON CHILDREN AND FAMILIES 2011-2013 COUNTY INTERGOVERNMENTAL AGREEMENT EXHIBIT A DEFINITIONS

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

- 1. "Activity" means an activity falling within a Funding Area, whose costs are covered in whole or in part with financial assistance Agency pays to County pursuant to this Agreement
- 2. "Administrative Costs" means Allowable Costs incurred by County or a Provider in administering implementation of the Plan, as determined in accordance with Office of Management and Budget Circulars A-87 and A-122, as revised from time to time.
- 3. "Agency" has the meaning set forth in the first paragraph of this Agreement.
- 4. "Allowable Costs" means those costs that are reasonable and necessary for the delivery of Services implementation of the Plan as determined in accordance with Office of Management and Budget Circulars A-87 and A-122, as revised from time to time.
- 5. "Claim" has the meaning set forth in Section 4 of Exhibit F.
- 6. "Agreement" means this 2011-2013 County Intergovernmental Agreement.
- 7. "County" has the meaning set forth in the first paragraph of this Agreement
- 8. "Federal Funds" means all funds paid to County under this Agreement that Agency receives from an agency, instrumentality or program of the federal government of the United States.
- 9. "Funding Area" means any one of the areas enumerated and further described in Exhibit B.
- 10. "Funding Area Description" means the description of a Funding Area set forth on Exhibit B.
- 11. "Misexpenditure" has the meaning set forth in Section 1 of Exhibit E.
- 12. "Provider" has the meaning set forth in section 5 of Exhibit E. As used in a Funding Area Description, Provider also includes County if County conducts an Activity within that Funding Area directly.
- 13. "Underexpenditure" has the meaning set forth in section 1 of Exhibit E.

OREGON COMMISSION ON CHILDREN AND FAMILIES 2011-2013 COUNTY INTERGOVERNMENTAL AGREEMENT EXHIBIT B FUNDING AREA DESCRIPTIONS

- 1. Great Start. Great Start activities are described in OAR 423-010-0024(1).
- 2. Children, Youth and Families. Children, Youth and Families activities are described in OAR 423-010-0024(3).
- 3. Court Appointed Special Advocates. Court Appointed Special Advocates activities are described in OAR 423-010-0024(4).
- 4. Youth Investment. Youth Investment activities are described in OAR 423-010-0024(5).
- 5. Family Support Services. Family Support activities are described in OAR 423-010-0024(7).
- 6. Basic Capacity. Basic Capacity activities are described in OAR 423-010-0023(1).
- 7. Relief Nurseries. Relief Nurseries activities are described in OAR 423-010-0024(8).
- 8. Healthy Start. Healthy Start activities are described in OAR 423-010-0024(6) and OAR 423-045-0015.
- 9. Juvenile Crime Prevention (JCP) Prevention. JCP Prevention services are described in Exhibit H.

OREGON COMMISSION ON CHILDREN AND FAMILIES 2011-2013 COUNTY INTERGOVERNMENTAL AGREEMENT EXHIBIT C AWARD

FUNDING AREA	GEN FUND	FED FUNDS	CFDA NUMBER
1. Great Start	\$ 22,175	\$0	
2. Children Youth and Families	\$ 22,175	\$0	
(3.) Court Appointed Special Advocates	\$ 26,943	\$0	
4. Youth Investment	\$0	\$ 39,356	93.667
5. Youth Investment – Relief Nurseries	\$0	\$0	93.667
6. Family Support Services	\$0	\$ 12,442	93.556
7. Basic Capacity	\$ 227,351	\$0	
8. Relief Nurseries	\$0	\$0	
9. Healthy Start	\$ 142,622	\$0	
10. JCP Prevention	\$ 45,000	\$0	

EXPLANATION OF AWARD

The Award set forth above reflects the maximum amount of financial assistance that Agency will provide to County under this Agreement in support of Activities or Services in each of the specified Funding Areas. The CFDA (Catalog of Federal Domestic Assistance) Number specifies the source of federal funds as follows: CFDA Number 93.667 specifies Title XX block grant funds, CFDA Number 93.556 specifies Title IV-B2 Family Support grant funds.

AMENDMENT #1 TO OREGON COMMISSION ON CHILDREN AND FAMILIES 2011-2013 COUNTY INTERGOVERNMENTAL AGREEMENT #WAS1113

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This Amendment Number 1 (this "Amendment") to Oregon Commission on Children and Families 2011-2013 County Intergovernmental Agreement between the parties hereto and dated as of July 1, 2011 (as amended from time to time, the "Agreement"), is entered into as of the date of the last signature hereto, by and between the State of Oregon acting by and through its State Commission on Children and Families ("Agency") and Wasco County acting by and through its Local Commission on Children and Families ("County").

RECITALS

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

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

AGREEMENT

- 1. The Award section of Exhibit C of the Agreement is hereby amended to read in its entirety as set forth in Exhibit 1 attached hereto and incorporated herein by this reference.
- 2. County represents and warrants to Agency that the representations and warranties of County set forth in section 2 of Exhibit E of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
- 3. Agency shall adjust the disbursement of the Award to County consistent with the change in the Award made by this Amendment.
- 4. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
- 5. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
- 6. The parties hereto ratify and approve the Agreement as herein amended.
- 7. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties,

notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

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

STATE OF OREGON ACTING BY AND THROUGH ITS STATE COMMISSION ON CHILDREN AND FAMILIES

 By:______

 Name:_______

 Title:_______

 Date:_______

WASCO COUNTY ACTING BY AND THROUGH ITS LOCAL COMMISSION ON CHILDREN AND FAMILIES

Ву:	 · · •	 	
Name:			
Title:			
Date:	 		

EXHIBIT 1 AWARD

FUNDING AREA	GEN FUND	FED FUNDS	CFDA NUMBER
1. Great Start	\$ 22,175	\$ 0	
2. Children Youth and Families	\$ 22,175	\$0	
3) Court Appointed Special Advocates	\$ 14,549	\$ 0	
4. Youth Investment	\$ 0	\$ 39,356	93.667
5. Youth Investment – Relief Nurseries	\$0	\$0	93.667
6. Family Support Services	\$0	\$ 12,442	93.556
7. Basic Capacity	\$ 227,351	\$0	
8. Relief Nurseries	\$0	\$0	
9. Healthy Start	\$ 142,622	\$0	
10. JCP Prevention	\$ 45,000	\$0	

EXPLANATION OF AWARD

The Award set forth above reflects the maximum amount of financial assistance that Agency will provide to County under this Agreement in support of Activities or Services in each of the specified Funding Areas. The CFDA (Catalog of Federal Domestic Assistance) Number specifies the source of federal funds as follows: CFDA Number 93.667 specifies Title XX block grant funds, CFDA Number 93.556 specifies Title IV-B2 Family Support grant funds.

Discussion Item WCCCF Funding Allocation

• Funding Agreement Amendment



A. DESCRIPTION

This Funding Agreement Amendment is made for the purpose of amending the funding agreement known as <u>"HAVEN 2011-2012 Agreement"</u> between <u>HAVEN</u> and <u>Wasco County Commission on Children & Families</u> for the funding period of July 1, 2011 through June 30, 2012.

The original contract which is attached hereto as a part of this amendment is described as <u>"HAVEN 2011-2012</u> <u>Agreement"</u> and will end on June 30, 2012.

The parties agree to amend the original contract for additional funding (in italics), which will end with the original agreement on June 30, 2012. The parties agree that the additional funding shall be:

FUNDING			
Amount	Funding Stream	OCCF Desired OUTCOME	Approved Program Description
\$5,779.00+ \$1,416.00= \$7,195 Q=1445(3)1446 (1)	Children Youth & Families	2.04.07 Safe Permanent Homes	Co-located domestic violence advocate at the DHS office in the Dalles.
\$6,221.00 Q=1555(3)1556(1)	Family Support Services		
\$8,000.00+ \$2,725.24= \$10, 726.24	Youth Investment	2.03.01 Pro Social Skills & Behaviors	
Q=2000(4)			

PAYMENT and **REPORTING** will be made in keeping with the original agreement (attached).

This document including the attached original contract and any amendments is the entire agreement between Haven and Wasco County Commission on Children & Families. (SIGNATURES

Grantee:

fara Koch, Executive Director

Funder:

Rod Runyon, Wasco County Commissioner, Chair

Scott Hege, Wasco County Commissioner

Sherry Holliday, Wasco County Commissioner

Christa Rude, Administrator Wasco County Commission on Children & Families

Approved to Form With Amandment

Eric Nisley, Wasco County District Attorney

5.2.12.

Date

Date

Date

<u>5.2.12</u> Date

5-2-16

Date





FUNDING AGREEMENT

A. DESCRIPTION

This Agreement is entered into on behalf of Wasco County (designated in this document as "Grantor") and the entity below (designated in this document as "grantee"). Wasco County is represented in the negotiation of this agreement through the Wasco County Commission on Children & Families. The contact person regarding this agreement is the WCCCF Administrator.

Grantor Contact: Grantee:	Christa Rude, Administrator (541) 506-2672 HAVEN P.O. Box 576 The Dalles, OR 97058
Contact:	Tara Koch, Executive Director (541) 296.2065
Title:	Half Biennium Funding

Total Amount:\$2Funding Period:Ju

\$20,000.00 July 1, 2011 thru June 30, 2012

Amounte \$5,779.00 Q=1445(3)1446 (1) \$6,221.00 Q=1555(3)1556(1)	Children Youth & Families Family Support Services	OCCF/Desired/OUNCOME 2.04.07 Safe Permanent Homes	Approved Program Description Co-located domestic violence advocate at the DHS office in the Dalles.
\$8,000.00 Q=2000(4)	Youth Investment	2.03.01 Pro Social Skills & Behaviors	

B. REQUIREMENTS

2.

- This funding is made subject to the condition that the entire amount will be expended for the purposes of providing services as identified:
 - Under the approved program description
 - Designated funding stream
 - In accordance with state statute and administrative code.
 - The Grantor must be promptly notified about any of the following during the funding period:
 - Change in program contact personnel of the organization
 - Change in address or phone number
 - Change in name of the organization
 - Change in 501c3 non-profit status
 - Any development that significantly affects the operation of the program or organization.
- 3. The Grantee shall provide the Grantor with reporting documents as outlined in Section E of this agreement.
- 4. The Grantee shall abide by all provisions of this agreement and shall keep adequate supporting records to document expenditure of funds and the activities supported by these funds.
- 5. If the Grantee fails or becomes unable to perform the specific functions of program implementation, or if conditions arise that make the program untenable, then Grantee may terminate the agreement with thirty (30) day written notice.
- 6. Grantee is solely responsible for the ethical, moral, and legal nature of its programs, including those segments purchased through these funds. All persons employed by the Grantee shall be employees of the Grantee and not the Grantor. Except for claims arising solely from the negligence of the Grantor, its officers, employees or agents, the Grantee agrees to indemnify and
 - hold the Grantor harmless from and against all actions, suits, claims and demands for loss of damage, including property damage, personal injury, and wrongful death, arising out of or in connection with Grantees performance of this agreement.
- 7. The Grantee will perform services as an equal opportunity employer. Grantee shall not deny services or discriminate on the basis of race, color, creed, national origin or duration of residence, and there shall be no discrimination in selection, compensation, or other employment practices with respect to personnel coming under the auspices of the Grantee, and the Grantee will otherwise comply with the provision and requirements of Title IV of the Civil Rights Act of 1974, and all requirements issued by the Department of Justice.
- 8. Grantee acknowledges and agrees to comply with applicable provisions of the Americans with Disability Act 42 USC 12101 et seq.
- 9. Grantee acknowledges and agrees to comply with the provision of the Oregon Equal Access Law, ORS 417.270.
- 10. Grantee acknowledges and agrees to be culturally competent. Culturally competency means the development of behaviors, attitudes and policies that enable providers to deliver services in ways that meet the needs of a variety of diverse cultures.
- 11. Grantee acknowledges that any and all products provided by the Grantor for use or implementation of the approved program description are the sole property of the Grantor and must be returned upon completion of the program and/or funding period.

C. PAYMENT

1.	Upon receipt of the signed agreement, Grantor will forward	ard payment for the third quarter.
	Subsequent payments will be made upon receipt of Qua	arterly Reports as outlined in Section D.
	Payments will be made based on the following schedule	:
	a. Quarter 1: July 1 to September 30 2011	\$5,000.00

a. Quarter 1: July 1 to September 30 2011

b.	Quarter 2: October 1 to December 31, 2011	\$5,000.00
C,	Quarter 3: January 1 to March 31, 2012	\$5,000.00
d,	Quarter 4: October 1, 2010 to December 31, 2010	\$5.000.00

TOTAL: \$ 20.000.00

- 2. Payments are contingent upon the Grantee satisfactorily conducting the program substantially as reflected in timely reports required herein.
- 3. Payments are subject to the availability of funds. In the event that sufficient funds shall not be appropriated for the payment of consideration required under this agreement, then Grantor may terminate the agreement with written thirty (30) days notice.
- 4. If the Grantee fails or becomes unable to perform the specific functions of program implementation, or if conditions arise that make the program untenable, or if Grantee materially breaches this agreement, all funds that may be deemed unearned, unjustified, or inappropriately expended must be returned to the Grantor.

D. UNEXPENDED FUNDS

If the funds have not been completely expended at the end of the funding period, June 30, 2012 then Grantee agrees to immediately notify the Grantor's designated contact person. All funds determined to be under-expended, unexpended, or unencumbered for authorized expenditures shall be returned to the Grantor or deducted by the Grantor from payment.

E. REPORTS AND EVALUATIONS

- 1. Within 2 weeks of receiving the signed copy of the agreement, the following reporting forms are due:
 - a. Project Cover Sheet
 - b. Work Plan identifying
 - i. Strategic activities, Target Population, Output Target, Outcome, Measurement Tool, and Outcome Target Statement.
- 2. The Oregon Commission on Children and Families and the Wasco County Commission on Children and Families require Quarterly Reports to track progress made in accomplishing the purposes of the agreement. Reports are due to the Grantor no later than the 30th of the month following the quarter end:

	Reporting Due Date
Quarter 1	October 30, 2011
Quarter 2	January 30, 2012 (Outcomes Due)
Quarter 3	April 30, 2012
Quarter 4	July 30, 2012 (Outcomes Due)

- a. The reporting forms required each quarter are (also in Appendix A):
 - i. Budget worksheet
 - ii. Participant Monitoring and/or Group Activities and Services.
 - iii. Comments & Signatures
- b. The reporting forms required every other quarter (starting with the 4th quarter) are:
 i. Work Plan (High Level Outcomes Measurements)
- 3. At any time, the Grantor may request a representative of the program to appear at a regularly scheduled meeting to provide updates.
- 4. At any time, the contact person or their designee may conduct site visits of the program.
- 5. A final report and/or presentation may be requested by the Grantor. This report/presentation may include program challenges and successes, a detailed summary of progress on the approved programs, as well as a dialog with the Commission regarding future program goals and targets.

F. IRS STATUS

It is the understanding of the Grantor that the Grantee organization has obtained a determination from the Internal Revenue Service that it qualifies as a section 501(c)(3) organization.

If there is any change in the Grantee's status or classification, the Grantee must promptly notify the Grantor's designated contact person.

{remainder of this page left blank intentionally}

G. SIGNATURES

Grantee:

Tara Koch, Haven Executive Director

Grantor:

Lem Melliddy

Sherry Holliday, Wasco County Commissioner, Chair

Absent

Scott Hege, Wasco County Commissioner

Rod Runyon, Wasco County Commissioner

Christa Rude, Administrator Wasco County Commission on Children & Families

Approved to Form

Erie Nisley, Wasco County District Attorney

8.35.11 Date

8-17-2011 Date

8.25. Date

8/17/11

Date

Date

<u>8-12-11</u> Date

DISCUSSION ITEM PINE HOLLOW FACILITIES CONTRACT

• <u>Personal Services Contract with Lee Hazel</u>

PERSONAL SERVICES CONTRACT BETWEEN WASCO COUNTY, OREGON AND LEE HAZEL

This Personal Services Contract made and entered into between WASCO COUNTY, OREGON, herein referred to as COUNTY, and LEE HAZEL, hereinafter referred to as CONTRACTOR.

WHEREAS, the COUNTY has an obligation at the Pine Hollow Reservoir to maintain the South Shore Parking Lot, Boat Ramp and Vault Toilet under the terms of a grant from the Oregon State Marine Board; and

WHEREAS, the COUNTY has contracted in the past with the Pine Hollow Fire Department for this service, in addition to litter and weed control, grounds maintenance and the cleaning and maintenance of the toilet located on the North Shore; and

WHEREAS, the Pine Hollow Fire Department, now known as the Wamic Rural Fire Protection District, is no longer willing to provide these maintenance services at the Pine Hollow Reservoir; and

WHEREAS, the COUNTY has received a proposal from CONTRACTOR to perform the necessary maintenance of the North and South Shore public toilets and the South Shore boat ramp and parking lot located at the Pine Hollow Reservoir; and

WHEREAS, the COUNTY feels it is in the public's interest that the COUNTY contract for these services in order to keep these public facilities open to the public, at a minimum, during the months of May through October, 2011.

NOW, THEREFORE, in consideration of the terms, conditions and covenants herein stated, it is agreed as follows:

- 1. The COUNTY assumes responsibility for and agrees to:
 - Pay the CONTRACTOR for maintenance of the Pine Hollow
 Reservoir's North and South Shore public toilets, and the South
 Shore parking lot and boat ramp for the period of May, 2012,
 through October, 2012, for a total amount of \$6,000; \$1,000
 payable monthly on the last day of the month; and
 - b. The COUNTY will, at their discretion, be responsible for pumping the vault toilet. The public toilets will be inspected randomly by Wasco County with no advanced notice.
- 2. The CONTRACTOR agrees to:
 - a. Furnish necessary labor, materials, equipment, transportation, and supervision to perform all necessary maintenance activities at Pine Hollow Reservoir's South Shore parking lot, boat ramp and vault toilet and the North Shore toilet; and
 - b. The toilet maintenance, shall include, but is not limited to:
 - i. Remove trash;

- ii. Sweep and hose out or mop floors;
- iii. Refill toilet tissue dispensers;
- iv. Clean and disinfect all surfaces, toilet seats, urinals, walls, floors and other appropriate surfaces;
- v. Remove cobwebs from corners, ceilings, etc.; and
- vi. Replace light bulbs as necessary.
- c. Litter control, shall include, but is not limited to:
 - Litter patrol of entire site (South Shore parking lot, boat ramp and North and South Shore toilets); and
 - ii. At least one garbage can will be located on site adjacent to the toilets and will be secured to prevent theft.
- South Shore Boat ramp maintenance, shall include, but is not limited to:
 - The South Shore boat ramp will be kept clear of debris; and
 - ii. Fishing from the boat ramp area will be prohibited.
- e. South Shore Parking Lot maintenance, shall include, but is not limited to:
 - i. The parking lot will be kept clear of debris.
- f. The Contractor shall furnish all necessary supplies and equipment necessary to perform maintenance activities,

including not limited to toilet paper, cleaning supplies, garbage cans and liners.

- 3. It is mutually agreed that:
 - a. The term of this Contract shall be from May 1, 2012, through October 31, 2012. However, either party may terminate this agreement upon providing a thirty (30) day written notice to the other party.
 - b. The CONTRACTOR is acting as an independent contractor herein and no provision hereof shall be interpreted as creating an employee relationship.
 - c. The CONTRACTOR agrees to abide by all applicable State and Federal laws.

DATED this 9^{TH} th day of May, 2012.

WASCO COUNTY BOARD OF COMMISSIONERS

APPROVED AS TO FORM:	Rod Runyon, Chair of Commission
Eric J. Nisley Wasco County District Attorney	Sherry Holliday, Commissioner
	Scott Hege, Commissioner
	CONTRACTOR

Date:_____

Date:_____

Discussion Item OHA Contract #135575 Amendment

• Amendment #8

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audiotape, oral presentation and electronic format. To request an alternate format, please send an e-mail to *dhsalt@state.or.us* or contact the Office of Document Management at 503-378-3486, and TTY at 503-378-3523

Agreement #135575

EIGHTH AMENDMENT TO OREGON HEALTH AUTHORITY 2011-2013 INTERGOVERNMENTAL AGREEMENT FOR THE FINANCING OF PUBLIC HEALTH SERVICES

This Eighth Amendment to Oregon Health Authority 2011-2013 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2011 (as amended the "Agreement"), is between the State of Oregon acting by and through its Oregon Health Authority ("OHA") and Gilliam, Wasco, and Sherman Counties, acting by and through the North Central Public Health District ("LPHA"), the entity designated, pursuant to ORS 431.375(2), as the Local Public Health Authority for Gilliam, Wasco, and Sherman Counties.

RECITALS

WHEREAS, the OHA and LPHA wish to modify the set of Program Element Descriptions located in Exhibit B of the agreement, and

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

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

AGREEMENT

- 1. PE 03 "Tuberculosis Case Management" is hereby superseded and replaced by PE 03 "Tuberculosis Case Management" as set forth in Exhibit 1 "Program Element Descriptions" to this Amendment and hereby incorporated into the Agreement by this reference.
- 2. Section 1 of Exhibit C entitled "Financial Assistance Award" of the Agreement is hereby superseded and replaced in its entirety by Exhibit 2 attached hereto and incorporated herein by this reference. Exhibit 2 must be read in conjunction with Section 4 of Exhibit C, entitled "Explanation of Financial Assistance Award" of the Agreement.
- 3. LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 2 of Exhibit E of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
- 4. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.

- 5. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
- 6. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.
- 7. This Amendment becomes effective on the date of the last signature below.

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

APPROVED:

STATE OF OREGON ACTING BY AND THROUGH ITS OREGON HEALTH AUTHORITY (OHA)

By:	· · · · · · · · · · · · · · · · · · ·	
Name:	Jean O'Connor, JD, DrPH	
Title:	Deputy Public Health Director	
Date	* •	

GILLIAM, WASCO, AND SHERMAN COUNTIES ACTING BY AND THROUGH THE NORTH CENTRAL PUBLIC HEALTH DISTRICT (LPHA)

By:	
Name:	
Title:	
Date:	

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Approved by D. Kevin Carlson, Senior Assistant Attorney General on May 16, 2011. Copy of approval on file at OHA, OC&P.

OFFICE OF CONTRACTS & PROCUREMENT (OCP)

By:		
Name:	Phillip G. McCoy, OPBC	
Title:	Contract Specialist	
Date:		

APPROVED AS TO FORM Eric Nisley, County Counsel

PAGE 2 OF 10 PAGES

EXHIBIT 1 PROGRAM ELEMENT DESCRIPTIONS

Program Element #03 - Tuberculosis Services

- 1. Description. ORS 433.006 and Oregon Administrative Rule 333-019-0000 assign responsibility to LPHA for Tuberculosis ("TB") investigations and implementation of TB control measures within LPHA's service area. The funds provided under this Agreement for this Program Element may only be used, in accordance with and subject to the requirements and limitations set forth below, as supplemental funds to support LPHA's TB investigation and control efforts. The funds provided under this Agreement for this Program Element are not intended to be the sole funding for LPHA's TB investigation and control program.
- 2. Definitions Specific to TB Services.
 - a. Active TB Disease: TB disease in an individual whose immune system has failed to control his or her TB infection and who has become ill with active TB disease, as determined in accordance with the Centers for Disease Control and Prevention's (CDC) laboratory or clinical criteria for active TB and based on a diagnostic evaluation of the individual.
 - **b. Appropriate Therapy:** Current TB treatment regimens recommended by the CDC, the American Thoracic Society, the Academy of Pediatrics, and the Infectious Disease Society of America.
 - c. Associated Cases: Additional cases of TB disease discovered while performing a contact investigation.
 - **d. B-waiver Immigrants:** Immigrants or refugees screened for TB prior to entry to the U.S. and found to have TB disease or latent TB infection.
 - e. Case: A case is an individual who has been diagnosed by a health care provider, as defined in OAR 333-017-0000, as having a reportable disease, infection, or condition, as described in OAR 333-018-0015, or whose illness meets defining criteria published in the Department's Investigative Guidelines.
 - f. Cohort Review: A systematic review of the management of patients with TB disease and their contacts. The "cohort" is a group of TB cases counted (confirmed as cases) over 3 months. The cases are reviewed 6-9 months after being counted to ensure they have completed treatment or are nearing the end. Details of the management and outcomes of TB cases are reviewed in a group with the information presented by the case manager.
 - g. Contact: An individual who was significantly exposed to an infectious case of active TB disease.
 - h. Directly Observed Therapy (DOT): LPHA staff (or other person appropriately designated by the county) observes an individual with TB disease swallowing each dose of TB medication to assure adequate treatment and prevent the development of drug resistant TB.

- i. **Evaluated (in context of contact investigation):** A contact received a complete TB symptom review and tests as described in OHA's Investigative Guidelines.
- **j.** Interjurisdictional Transfer: A TB suspect, case or contact transferred for follow-up evaluation and care from another jurisdiction either within or outside of Oregon.
- k. Investigative Guidelines: Department guidelines, dated as of October 2009, which are incorporated herein by this reference are available for review at <u>http://public.health.oregon.gov/DiseasesConditions/CommunicableDisease/Tuberculosis/D</u>ocuments/investigativeguide.pdf.
- **Latent TB Infection (LTBI):** TB disease in a person whose immune system is keeping the TB infection under control. LTBI is also referred to as TB in a dormant stage.
- **m.** Medical Evaluation: A complete medical examination of an individual for tuberculosis including a medical history, physical examination, TB skin test or QuantiFERON TB Gold test, chest x-ray, and any appropriate bacteriologic/histologic examinations.
- n. Suspected Case: A suspected case is an individual whose illness is thought by a health care provider, as defined in OAR 333-017-0000, to be likely due to a reportable disease, infection, or condition, as described in OAR 333-018-0015, or whose illness meets defining criteria published in OHA's Investigative Guidelines. This suspicion may be based on signs, symptoms, or laboratory findings.
- o. **TB Case Management:** Dynamic and systematic management of a case of TB where a person, known as a case manager, is assigned responsibility for the management of an individual TB case to ensure completion of treatment. TB Case Management requires a collaborative approach to providing and coordinating health care services for the individual. The case manager is responsible for ensuring adequate TB treatment, coordinating care as needed, performing contact investigations and following infected contacts through completion of treatment, identifying barriers to care and implementing strategies to remove those barriers.

3. Procedural and Operational Requirements.

- a. LPHA must include the following minimum TB services in its TB investigation and control program if that program is supported in whole or in part with funds provided under this Agreement, as defined above and further described below and in OHA's Investigative Guidelines.
- b. Tuberculosis Case Management Services. LPHA's TB Case Management Services must include the following minimum components:
 - (i) LPHA must investigate and monitor treatment for each case and suspected case of active TB disease identified by or reported to LPHA whose residence is in LPHA's jurisdiction, to confirm the diagnosis of TB and ensure completion of adequate therapy.

- (ii) LPHA must require individuals who reside in LPHA's jurisdiction and who LPHA suspects of having active TB disease, to receive appropriate medical examinations and laboratory testing to confirm the diagnosis of TB and response to therapy, through the completion of treatment. LPHA must assist in arranging the laboratory testing and medical examination, as necessary.
- (iii) LPHA must provide medication for the treatment of TB to all individuals who reside in LPHA's jurisdiction and who have TB but who do not have the means to purchase TB medications or for whom obtaining or using identified means is a barrier to TB treatment compliance. LPHA must monitor, at least monthly and in person, individuals receiving medication(s) for adherence to treatment guidelines, medication side effects, and clinical response to treatment.
- (iv) LPHA must develop a plan to ensure patient adherence with TB treatment guidelines for each individual within LPHA's jurisdiction identified by or reported to LPHA as having active TB disease. This plan should include the use of DOT for the majority of patients. If DOT will not be used, other methods to ensure patient adherence with treatment guidelines must be utilized and documented (e.g. monthly pill counts or other). Evidence of patient adherence (such as DOT records) must be documented in each individual's chart.
- (v) <u>DOT Guidelines</u>: DOT is the standard of care for the treatment of TB. Virtually all cases of active TB disease should be treated via DOT. If DOT is not utilized, the LPHA may be asked to justify to Department why DOT was not used for that particular individual.

The clinical indications and socioeconomic factors listed below are strong indicators that DOT is necessary to ensure adequate treatment of the individual and to prevent acquired drug resistant TB. Patients with the following risk factors must be on DOT. If patients with any of the below circumstances will not be on DOT for any reason during their course of treatment, OHA must be contacted and a plan to ensure compliance discussed.

- (A) Clinical indications which may require DOT include:
 - (I) HIV and TB co-infection
 - (II) Reactivation of TB disease or history of previous TB treatment
 - (III) MDR-TB
 - (IV) Smear positivity
 - (V) Cavitary disease
 - (VI) History of drug and alcohol abuse within the last 6 months
 - (VII) Evidence of severe malnourishment with BMI <18.5
 - (VIII) Patient < 18 years old

- (B) Socioeconomic factors which require DOT include:
 - (I) Homelessness
 - (II) History of failure to arrive for clinic appointments and/or noncooperation with LPHA interventions and/or history of non-adherence with prescribed medical therapy (TB or other)
 - (III) Presence of child/children or immunocompromised individual in the household
 - (IV) Resident of a congregate setting such as jail, long term care facility, group home or homeless shelter.
 - (V) Patient unable to self-administer medications due to mental, physical, or emotional impairments
 - (VI) Patient shows poor understanding of TB diagnosis, or non-acceptance of diagnosis. Consider level of understanding especially carefully for patients with low literacy and/or low levels of English proficiency.
- (C) Patients not on DOT initially must start DOT if any of the following occur:
 - Slow sputum culture conversion (culture still positive > 2 months after treatment started)
 - (II) Slow clinical improvement or clinical deterioration while on TB therapy
 - (III) Adverse reaction to TB medications
 - (IV) Significant interruptions in therapy due to nonadherence
- (vi) LPHA may assist the patient in completion of treatment by utilizing the below methods. Methods to ensure adherence should be documented.
 - (A) Proposed interventions for assisting the individual to overcome obstacles to treatment adherence (e.g. assistance with transportation).
 - (B) Proposed use of incentives and enablers to encourage the individual's compliance with the treatment plan.
- (vii) With respect to each case of TB within LPHA's jurisdiction that is identified by or reported to LPHA, LPHA shall perform a contact investigation to identify contacts, associated cases and source of infection. The LPHA must evaluate all located contacts, or confirm that all located contacts were advised of their risk for TB infection and disease.

The LPHA must offer or advise each located contact identified with TB infection or disease, or confirm that all located contacts were offered or advised, to take appropriate therapy and shall monitor each contact who starts treatment through the completion of treatment (or discontinuation of treatment).

c. If LPHA receives in-kind resources under this agreement in the form of medications for treating TB, LPHA shall use those medications to treat individuals for TB. In the event of a non-TB related emergency (i.e. meningococcal contacts), with notification to TB Program, the LPHA may use these medications to address the emergent situation.

- **d.** The LPHA will present TB cases through participation in the quarterly cohort review. If the LPHA is unable to present the TB case at the designated time, other arrangements shall be made in collaboration with OHA.
- e. The LPHA will accept Class B waivers and interjurisdictional transfers for evaluation and follow-up, as appropriate for LPHA capabilities.
- 4. **Reporting Obligations and Periodic Reporting Requirements.** LPHA shall prepare and submit the following reports to OHA:
 - a. LPHA shall notify OHA's TB Program of each case or suspected case of active TB disease identified by or reported to LPHA no later than 5 business days within receipt of the report (OR within 5 business days of the initial case report), in accordance with the standards established pursuant to OAR 333-018-0020. In addition, LPHA shall, within 5 business days of a status change of a suspected case of TB disease previously reported to OHA, notify OHA of the change. A change in status occurs when a suspected case is either confirmed to have TB disease or determined not to have TB Disease. The LPHA shall utilize OHA's "TB Disease Case Report Form" for this purpose. After a case of TB disease has concluded treatment, case completion information shall be sent to OHA's TB Program utilizing the "TB Disease Case Report Form" within 5 business days of conclusion of treatment.
 - **b.** LPHA shall submit the "TB Contact Investigation Form" to OHA's TB Program in accordance with the timelines described in the instructions for the reporting forms designated by OHA for this purpose. Contact investigations are not required for strictly extrapulmonary cases. Consult with local medical support as needed.
- 5. **Performance Measures.** If LPHA uses funds provided under this agreement to support its TB investigation and control program, LPHA shall operate its program in a manner designed to achieve the following national TB performance goals by 2015:
 - a. For patients with newly diagnosed TB for whom 12 months or less of treatment is indicated, 93.0% will complete treatment within 12 months.
 - b. For TB patients with positive acid-fast bacillus (AFB) sputum-smear results, 100.0% (of patients) will be elicited for contacts.
 - c. For contacts of sputum AFB smear-positive TB cases, 93.0% will be evaluated for infection and disease.
 - d. For contacts of sputum AFB smear-positive TB cases with newly diagnosed latent TB infection (LTBI), 88.0% will start treatment.
 - e. For contacts of sputum AFB smear-positive TB cases that have started treatment for newly diagnosed LTBI, **79.0% will complete treatment**.
 - f. For TB cases in patients ages 12 years or older with a pleural or respiratory site of disease, 95% will have a sputum culture result reported.

EXHIBIT 2 FINANCIAL ASSISTANCE AWARD

	Oregon Hea	f Oregon Ith Authori Ith Divisior			Page 1 of 3
4) Orantaa	Public Hea	2) Issue		This Action	•
1) Grantee Name: North Cent	ral Public Health District	2012	ENT		
Street: 419 E. 7th City: The Dalles State: OR	street, Room 100 s Zip Code: 97058-2676	d Period Ily 1, 2011 Thr	FY2012 ough June 30		
	lith Funds Approved	t			
Program			Previous Award	Increase/ (Decrease)	Grant Award
PE 01 State Suppo	rt for Public Health		32,389	0	32,389
PE 01 Offer to Rest	ructure Mini Grant	han a dhina dha ann an an ann an an an an an an an an	37,000	0	37,000 (g,m,n)
PE 03 TB Case Mar	nagement		574	0	(<u>g</u> ,n,n) 574
Ryan White Title I	HIV / AIDS Services				
PE 08 Ryan White	Case Management		0	0	0
PE 08 Ryan White	Support Services	0	0	0	
	nge and Public Health	20,000	0	20,000	
PE 12 Pub. Health E	Emergency Preparedness/(July-A	18,718	0	18,718 (b)	
PE 12 Pub. Health E	Emergency Preparedness/(Aug 1	128,802	0	128,802 (k)	
PE 13 Tobacco Prev	vention & Education		93,606	0	93,606
PE 40 Women, Infai FAMILY HEALT			169,918	0	169,918 cdfhi
PE 40 WIC Breas FAMILY HEALT	t Feeding Performance Bonus Gr H SERVICES	rant	5,000	0	5,000 (j)
by more than or funds (such as b) July 1 - August c) July-September \$1,906 for Brea d) October through and \$5,719 for e) \$63,661 is the f) \$1,207 represen rate per particip g) Funding is to be Offer to Restruct 6) Capital Outlay F Prior approval is	9th awards must be spent by 8/9 grant is \$44,800 and includes \$ astfeeding Promotion. In June grant is \$125,401 and includes Breastfeeding Promotion. total Family Planning grant; \$49 ints the adjustment to the initial SI ant increases by three percent co e used to complete the activities ture Expenditures must be tracket Requested in This Action: required for Capital Outlay. Capi	nds may not 9/11 and a re 8,360 of mi ludes \$25,0 9,545 is Title FY2012 gran ompared to a described in ed and repoi tal Outlay is	be used as me eport submitte nimum Nutrition 80 of minimu e X and \$14, nt contract so SFY2011. a counties app rted separately defined as ar	atch for othe d for that perional Educatio m Nutritional 116 is Title V that the total roved mini gr y.	r federal iod. in and Education 2. base ant for for equip-
ment with a purch	nase price in excess of \$5,000 ar			er than one ye	PROG.
PROGRAM	ITEM DESCRIPTION			COST	APPROV

			of Oregon alth Authori	tv		Page 2 of 3	
			alth Divisior	-			
1) Grai		Fublic Re	2) Issue		This Action		
•		tral Dublic Lloolth District	1 .				
Name:	Nonn Cen	tral Public Health District	April 18,	2012	AMENDM		
Ofenal.		Circol Doom 400		d Davied	FY2012		
Street:		n Street, Room 100	3) Awaro				
City:	The Dalle	=	From Ju	ily 1, 2011 Thr	ough June 30), 2012	
State:	OR	Zip Code: 97058-2676					
4) DHS	Public He	alth Funds Approved					
				Previous	Increase/	Grant	
	Program			Award	(Decrease)	Award	
PE 41 I	Family Plan	ning Agency Grant		63,661	1,446	65,10	
FAN	AILY HEALT	TH SERVICES				(e,l,o,p)	
PE 42 N	ACH/Child 8	Adolescent Health General F	Fund	8,796	0	8,79	
FAN	AILY HEALT	TH SERVICES				(a)	
PE 42 N	ICH-TitleV	Child & Adolescent Health		12,985	0	12,98	
		HSERVICES		,	-	(a)	
		Flexible Funds		30,298	0	30,29	
		TH SERVICES		00,200	Ŭ	(a)	
		al Health General Fund		4,687	0	4,68	
		H SERVICES		4,007	U U	(a)	
	abies First			14,841	0	14,84	
		TH SERVICES		14,041	U	14,04	
				7.550	0	7 66	
	Pregon Moth			7,556	0	7,55	
		H SERVICES		47 700		17 70	
		Special Payments		17,760	0	17,76	
FAN	ILY HEALI	H SERVICES					
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h) \$2,: The i) \$513 Trai j) \$5,0 k) \$3,8 i) Base incre m) \$24	204 represe rate of the 3 represent ining in Port 00 is one-ti 301 in addit e Grant Incr ease is \$641 4,500 addit	funding is \$2.00 / assigned case s travel expense reimbursement land on July 25th to 27th, 2011. ime funding to local agencies fro ional funding to support base we ease is \$3,227 ; High Cost Co l. ional funding per updated Accret	eload. t to local ager om the Breast ork described ntraceptives i ditation & Res	ncies for Advai feeding Perfor I in PE 12. increase is \$1 structure work	nce Breastfee mance Bonus ,362 ; Chlar	eding s Grant. nydia	
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2011-2013 Intergovernmental Agreement for the Financing of Public Health Services 135575-8 pgm.doc - Gilliam, Wasco, and Sherman Counties

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		f Oregon 11th Authority			Page 3 of 3	
		Ith Division				
1) Grantee Name: North Cent	ral Public Health District	2) Issue Dat April 18, 201		This Action AMENDMENT FY2012		
Street: 419 E. 7th City: The Dalles State: OR	Street, Room 100 S Zip Code: 97058-2676	3) Award Pe From July 1		rough June 3		
	Ith Funds Approved	L			New Account of the second s	
Program			Previous Award	Increase/ (Decrease)	Grant Award	
	······································					
					200.007	
and it is strongly	ional end-of-year Title X funds m / encouraged that these funds be plies that may otherwise be cost	e used to purcha	ise higher	amily Planning r cost family p	g Program,	
6) Capital Outlay	Pequested in This Action.					
Prior approval is	Requested in This Action: required for Capital Outlay. Cap nase price in excess of \$5,000 a					

с С Ч Discussion Item Lane County Contract

• <u>Contract #13985</u>

CONTRACT AMENDMENT # 2

WHEREAS, Lane County, hereinafter referred to as COUNTY, a political subdivision of the State of Oregon, and Wasco, Gillam, Sherman Counties aka Wasco Sherman, hereinafter referred to as CONTRACTOR, have agreed that it is in the mutual interest of both parties to amend the contract dated October 1, 2008 with CONTRACTOR's On-line Foodhandlers Training/Testing IGA program. The purpose of this change is to extend the agreement and add estimated revenue-sharing authority

Now, therefore, the parties agree that the contract should be amended as follows:

- 1. The Agreement is hereby extended until June 30, 2014.
- 2. Additional estimated revenue-sharing authority for online foodhandler fees in the amount of \$3,500 is hereby added for the period July 1, 2012 through June 30, 2013.
- 3. Additinal estimated revenue-sharing authority for online foodhandler fees in the amount of \$4,500 is hereby added for the period July 1, 2013 through June 30, 2014.
- 4. The phrase "original contract", as used below, includes all previous amendments.

. (Vera e a 18.83)			FY	08/09			
			Paid by LA	NE COUNTY	(
			Table	e 1 of 6			
Service Description	Funding Period	Funding Source / SE#	Previous Contract Amount	This Amendment	New Total	Revised Service Units	Account Number (Grant) (Program)
Revenue sharing, foodhandlers fees	10/01/08- 06/30/09	Other	\$5,000.00	\$0.00	\$5,000.00		512201-286-3427810
		Totals:	\$5,000.00	\$0.00	\$5,000.00	-	
ile Al Mahanaka aka ang kang katang kang kang kang kang kang kang kang k			FY	09/10			
			Paid by LA		/		
		•	Table	e 2 of 6			
Service Description	Service Description		Funding Source / Contract This		New Total	Revised Service Units	Account Number (Grant) (Program)
Revenue sharing, foodhandlers fees	07/01/09- 06/30/10	Other	\$6,000.00	\$0.00	\$6,000.00	``````````````````````````````````````	512201-286-3427810
		Totals:	\$6,000.00	\$0.00	\$6,000.00		

			FY	10/11			
			Paid by LA	ANE COUNT	Y		
			Tabl	e 3 of 6			
Service Description	Funding Period	Funding Source / SE#	Previous Contract Amount	This Amendment	New Total	Revised Service Units	Account Number (Grani) (Program)
Revenue sharing, foodhandlers fees	07/01/10-06/30/11	Other	\$5,400.00	\$0.00	\$5,400.00		512201-286-342781
		Totals:	\$5,400.00	\$0.00	\$5,400.00		
			FY	11/12			
			•	ANE COUNT	Y		
			Tabl	e 4 of 6			
Service Description	Funding Period	Funding Source / SE#	Previous Contract Amount	This Amendment	New Total	Revised Service Units	Account Number (Grant) (Program)
Revenue sharing, foodhandlers fees	07/01/11- 06/30/12	Other	\$5,800.00	\$0.00	\$5,800.00		512201-286-3427810
		Totals:	\$5,800.00	\$0.00	\$5,800.00	•	· · · · · · · · · · · · · · · · · · ·
			FY	12/13			
					(
			Tabl	e 5 of 6			
Service Description	Funding Period	Funding Source / SE#	Previous Contract Amount	This Amendment	New Total	Revised Service Units	Account Number (Grant) (Program)
estimated revenue-sharing online foodhnalder fees	07/01/12- 06/30/13	Other	\$0.00	\$3,500.00	\$3,500.00		512201-286-3427810
		Totals:	\$0.00	\$3,500.00	\$3,500.00		
			FY	13/14	an		
			Paid by LA		(
			Table	e 6 of 6			
			Previous	71.1		Revised Service	Account Number
Service Description	Funding Period	Funding Source / SE#	Contract Amount	This Amendment	New Total	Units	(Grant) (Program)
Service Description estimated revenue-sharing online foodhnalder fees		Source /			New Total \$4,500.00		

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This amendment is effective July 1, 2012. All other terms and conditions of the original contract not altered by this amendment shall remain in full force and effect.

CONTRACTOR	LANE COUNTY, OREGON		
Authorized Signature Date	Liane Richardson Date County Administrator		
Teri Thalhofer Director, North Central Public Health District, \ 419 E. 75ht. St.	APPROVED AS TO FORM Date Lane County		
The Dalles, OR 97058	OFFICE of LEGAL COUNSEL		
Federal I.D. #			

NO CONSENT AGENDA FOR THIS SESSION

Back to Agenda

AGENDA ITEM ENHANCED WEB MAPPING FOR WASCO COUNTY

• Enhanced Web Mapping Power Point

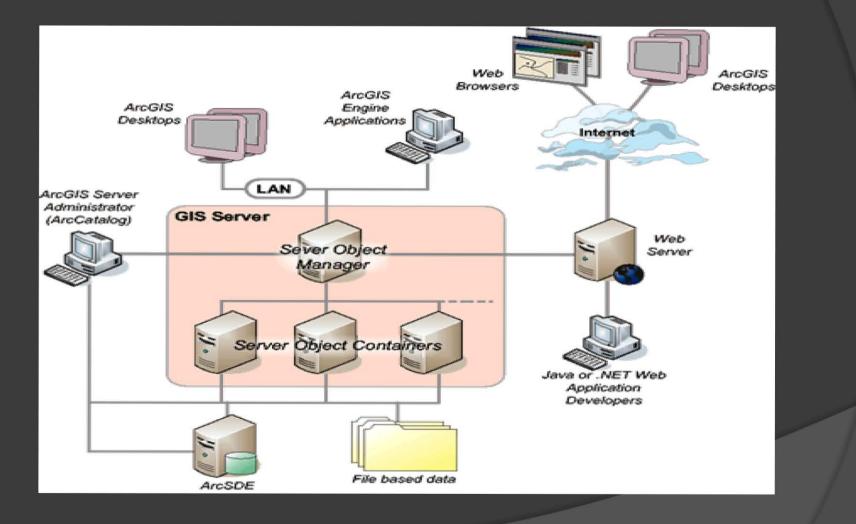
ENHANCED WEB-MAPPING

Wasco county

What is Enhanced Web-Mapping?

- GIS map served over internet
- Public access
- No software installation
- Any web browser
- Fast map service

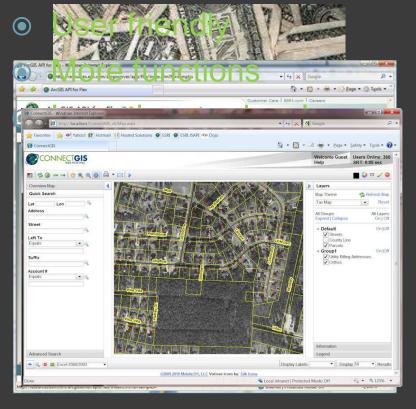
How does it work?



Online Enhanced Web-Mapping

Commercial software

Costly (\$6000-\$40000)



Open source software

• Free



What do I need to develop?

- Computer as a server
- High speed internet connection
- Software
- Time
- Coffee and cookies ③

What will you have at the end of project?

- Enhanced Web-Mapping Application
- Public data available over internet
- Train staff
- Updating GDB
- Maintaining Online Map Service
- Troubleshooting
- ✤ Playing with GIS data ☺

DEMO

Please go to the following link

www.co.hood-river.or.us/





applications from citizens of Hood River County interested in serving the community by volunteering to make a difference on the following committees, commissions, or boards.

Weed & Pest Control Board 5 members – 1 ea residing in Commissioner Dist 1, 2, 3, & 4 and 1 member with specialized weed control knowledge/expertise.

Columbia River Gorge Commission 1 person to represent Hood River County on the CRGC.

All applicants must currently be legal residents of Hood River County. Applications and additional information are available at the County Administration office, 601 State Street, Hood River OR 97031 or by calling 541-386-3970. The deadline to return completed applications is 5:00pm Monday, May 7, 2012. Interviews will be scheduled for May 21, 2012.

A volunteer application is available below.

Online Tax Payments:

Did you know you can make Tax Payments Online with your credit card? <u>Click here</u> to go to the Budget and Finance Department page for more information.



300 E. Port Marina Drive



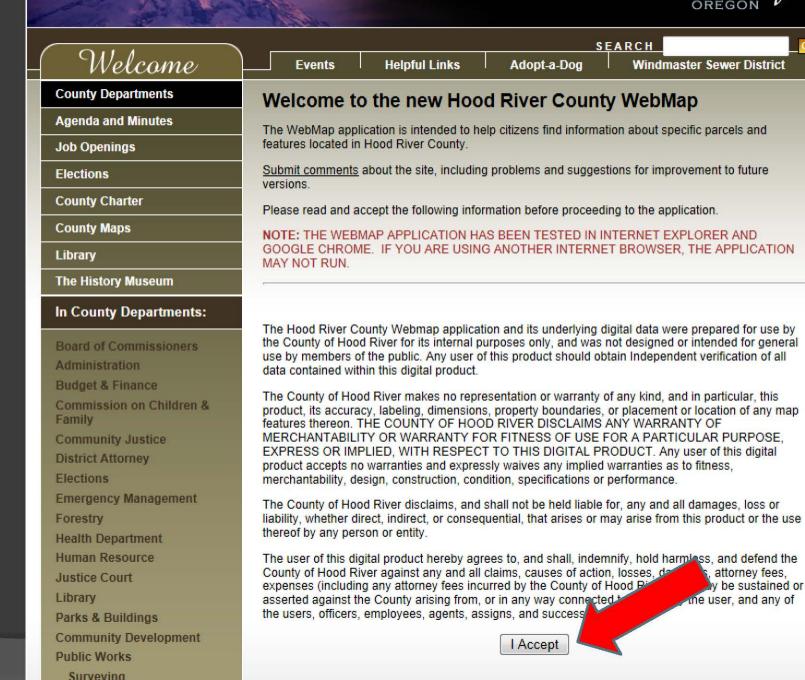


OREGON

attorney fees,

v be sustained or

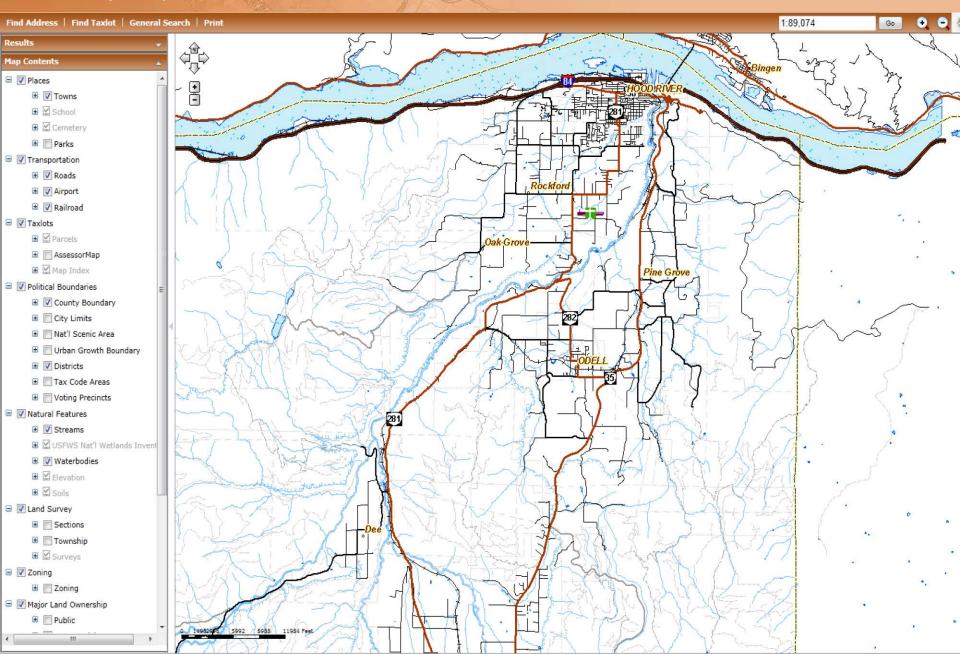
Go



🙋 http://216.110.201.230/Public/Default.aspx - Internet Explorer provided by Dell

http://216.110.201.230/Public/Default.aspx

Hood River County WebMap



Any Questions?



Thanks for your attention!

AGENDA ITEM Request for Position Realignment

- <u>Background Information</u>
- <u>PH Clinical Programs Supervisor Job</u>
 <u>Description</u>
- <u>PH Nursing Supervisor Job Description</u>

NCPHD is requesting that if there is not an appropriate candidate for the Nursing Supervisor after it is posted for two weeks, we can post and fill the position with a Clinical Programs Supervisor. The Clinical Programs supervisor is not required to be a Registered Nurse. The supervision of nursing practice will become the responsibility of the Public Health Administrator.

This has been presented to the Board of Health for NCPHD and was approved.

WASCO COUNTY



Job Description: Public Health Clinical Programs Supervisor

Our Vision To be the best performing rural county government in Oregon.

Mission Statement

The Mission of Wasco County Government is to ensure the provision of essential public services, which allow the people of Wasco County to enhance the quality of their lives. These services will be delivered in an efficient, effective and respectful manner.

Job Title: Public Health Clinical Programs Supervisor		Department : North Central Public Health District
Reports To: PH Administrator Union: Non-		Salary Grade: Q EEO Class:
Represented FLSA Classification:	Exempt	Revision Date : April 24, 2012

Summary:

Assists the Public Health Administrator in exercising supervision and program management over support staff and clinical programming.

Essential Functions (greater than or equal to 10% of time):

- Plans and directs program such as those covering Immunization, Maternal Child Health and Homevisiting, WIC Nutrition Program, School Health, Communicable Disease, Family Planning, Data Collection, Program Evaluation, and Quality Improvement, Community Health Assessment and Community Health Improvement planning
- Takes Considerable responsibility in the development of community organization and planning for health services with community partners
- Acts as a liaison between NCPHD and the community
- Coordinates activities of assigned staff
- Responsible for written performance evaluations of all assigned staff
- Assists staff with inter-office problem solving
- Participates in and is a key member of strategic planning and quality improvement programming for the District

Supervisory Functions:

- Directly supervises all WIC Staff, Community Health Worker and Family Planning Aide
- Oversees program activities for Public Health Nurses (Nursing Practice is supervised by the Public Health Director)
- Carries our supervisory responsibilities in accordance with the organization's policies and applicable laws.
- Responsibilities include interviewing, hiring, and training employees; planning, assigning and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems

Education and Distinguishing features of work: Bachelor's in Public Health, social sciences or a related field required. Master's degree preferred. Management experience required.

Knowledge, Skills, and Abilities:

- Knowledge of public health laws and regulations
- Ability to teach and work with professional and lay groups
- Ability to exercise tact, initiative and good judgment in dealing with people
- Ability to accept and utilize supervision
- Ability to manage several projects at one time

Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee occasionally works in outside weather conditions and is occasionally exposed to fumes or airborne particles. The noise level in the work environment is usually moderate. Follows blood-borne pathogens protocol. TB screening required.

APPROVED:

Department Manager

Date

Human Resources

Date

ESSENTIAL FUNCTIONS, PHYSICAL DEMANDS AND WORK ENVIRONMENT CHECKLIST

POSITION: DEPARTMENT:

BODY	Never 0%	Rare 1-5%	Occas. 6-33%	Freq. 34-66%	Cont. 67-100%	PHYSICAL	Hours /Day	Comments
MOVEMENTS	070	1-370		34-00%	07-100%	ENDURANCE	/Day	A11 . 1 . C
Bend/Stoop		37	Х			Sit	6-8	Able to change pos. freq.
Crouch/Squat		X X				Stand Walk	2-4	
Kneel Twist		Λ	X			Stand / Walk	2-4	On level surfaces On level surfaces
Crawl	X		Λ			Overall Job Strength:	Sedent	
Balancing	Λ				X	Overall Job Strength.	Sedent	
Walk-Level Surfaces				X	Δ	COMMUNICATION	(Mark "	X" if critical for job).
Walk-Uneven Surfaces			X	Λ			X	, ,
Working at Heights	X		Λ			Hearing Vision	X	In person and phone
Climb-Ladder	X					Talking	X	In person and phone
Climb-Stairs/Inclines	Λ		Х			Writing	X	Reading. Write legibly.
Additional Comments: Cond	flucted in tr	pical office (L	Additional Comments:	Λ	Reading. white legibly.
MATERIALS	Never	Rare	Occas.	Freq.	Cont.	ENVIRONMENT	(Mark '	"X" if critical for job).
HANDLING	0%	1-5%	6-33%	34-66%	67-100%	AND EXPOSURES	(main	in endear for job).
Lift	• / •					General Office	X	
Up to 10 lbs.			Х	Î	<u> </u>	Noise Level	X	Ambient
11-25 lbs.			X		<u> </u>	Weather Conditions	A	
26-50 lbs.		Х			<u> </u>	Airborne Exposures		
51-75 lbs.	Х				<u> </u>	Bloodborne Pathogens		
Over 75 lbs.	X					1 st Aid/CPR Certificate		
Additional Comments: i.e. 7		ting files or o	ase of paper	and	·	OTHER JOB	Yes/	Comments
carries short distance.	JF J	0	I I I			DEMANDS	No	
Carry						Independent Judgment	Yes	Reactive and Proactive
Up to 10 lbs.			Х			Analytical Ability	Yes	
11-25 lbs.		Х				Active Listening	Yes	Attentive
26-50 lbs.	X	21				Problem Solving	Yes	Tuchuve
51-75 lbs.	X					Self Accountability	Yes	
Over 75 lbs.	X					/	Yes	
		· 1	C C			Conflict Resolution	Yes	
Additional Comments: i.e. T short distance.	i ypically ca	rries files or	case of paper	rior		Positive Regard for Others	res	Team player, Congenial & respectful
Push						Flexibility/Adaptability	Yes	
Up to 10 lbs.		Х				Public Relations	Yes	
11-25 lbs.		Х				Attention to Detail	Yes	Accuracy required
26-50 lbs.	Х					Time Management	Yes	Organizational skills
51-75 lbs.	X					Objectivity	Yes	0.8
Over 75 lbs.	X					Leadership Skills	No	
Additional Comments: Push		a filo dearrae		I	I	Frequent	Yes	
Zhuunonun Commenns, 1 usi	iiig/ i uiiii	g nic drawer	5.			* .	105	
D.,11						Interruptions	Yes	
<u>Pull</u>		X		T		Study/Apply New Skills	Yes	Proficiency & competency
Up to 10 lbs.					<u> </u>	Computer Usage		, , ,
11-25 lbs.	v	Х			 	Driving CDL Licensure	Yes	Travel - multiple worksites
26-50 lbs. 51-75 lbs.	X X				<u> </u>	CDL Licensure	No	
51-75 lbs. Over 75 lbs.	X X				<u> </u>			
Additional Comments: Push		g file drawer	l s.	I	L	Additional Comments:		
		o	-					
Upper Extremities	ļ,							
Use of Hands					X			
Grasp/Grip					X	<u>Conflict Resolution</u> : May of potentially angry employee		
Pinch/Squeeze				Х			-	
Reach – Overhead			Х					
Reach – Shlder Level				Х	<u> </u>			
Use of Office Tools					X	Analyzed By:		· · · ·
C				+	X		isor's Nam	o Titlo
Computer Usage								

As part of the recruitment/selection or reclassification process, I have been provided with the above list of essential functions and class specification. I certify that I have read and understand the essential functions of this position, and that I am capable of performing each one with or without accommodation. If I need an accommodation to assist in performing any function(s), I have made that known to Human Resources. I understand that if I were to need an accommodation to the essential functions in the future, I will contact Human Resources. I understand that falsification of this certification may constitute grounds for immediate discharge.

Employee's Name (Please print)

Employee's Signature

Date

* * * * * * * * * *

This entire document with original signatures is to be placed in the employee's personnel file.

WASCO COUNTY



Job Description: Public Health Nursing Supervisor

Our Vision To be the best performing rural county government in Oregon.

Mission Statement

The Mission of Wasco County Government is to ensure the provision of essential public services, which allow the people of Wasco County to enhance the quality of their lives. These services will be delivered in an efficient, effective and respectful manner.

Job Title: Public Health Nursing Supervisor		Department : North Central Public Health District
Reports To: PH Administrator		Salary Grade: S
Union: Non- Represented		EEO Class:
FLSA Classification:	Exempt	Revision Date: April 24, 2012

Summary:

Assists the Public Health Administrator in exercising supervision over nursing, support staff and clinical programming.

Essential Functions (greater than or equal to 10% of time):

- Plans and directs program such as those covering Immunization, Maternal Child Health and Homevisiting, WIC Nutrition Program, School Health, Communicable Disease, Family Planning, Data Collection, Program Evaluation, and Quality Improvement, Community Health Assessment and Community Health Improvement planning
- Takes Considerable responsibility in the development of community organization and planning for health services with community partners
- Acts as a liaison between NCPHD and the community
- Coordinates activities of assigned staff
- Responsible for written performance evaluations of all assigned staff
- Assists staff with inter-office problem solving
- Participates in and is a key member of strategic planning and quality improvement programming for the District

Supervisory Functions:

- Directly supervises all Public Health Nurses, WIC Staff, Community Health Worker and Family Planning Aide
- Carries our supervisory responsibilities in accordance with the organization's policies and applicable laws.
- Responsibilities include interviewing, hiring, and training employees; planning, assigning and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems

Education and Distinguishing features of work: Bachelor's degree (BS or BSN) in nursing from a program accredited by the National League of Nursing; Master's degree preferred. Management experience required.

Knowledge, Skills, and Abilities:

- Demonstrates an understanding of public health nursing skills and practices
- Knowledge of public health laws and regulations
- Ability to teach and work with professional and lay groups
- Ability to exercise tact, initiative and good judgment in dealing with people
- Ability to accept and utilize supervision
- Ability to manage several projects at one time

Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee occasionally works in outside weather conditions and is occasionally exposed to fumes or airborne particles. The noise level in the work environment is usually moderate. Follows blood-borne pathogens protocol. TB screening required.

APPROVED:

Department Manager

Date

Human Resources

Date

ESSENTIAL FUNCTIONS, PHYSICAL DEMANDS AND WORK ENVIRONMENT CHECKLIST

POSITION: DEPARTMENT:

BODY	Never 0%	Rare 1-5%	Occas. 6-33%	Freq. 34-66%	Cont. 67-100%	PHYSICAL	Hours /Day	Comments
MOVEMENTS	070	1-370		34-00%	07-100%	ENDURANCE	/Day	A11 . 1 . C
Bend/Stoop		37	Х			Sit	6-8	Able to change pos. freq.
Crouch/Squat		X X				Stand Walk	2-4	
Kneel Twist		Λ	X			Stand / Walk	2-4	On level surfaces On level surfaces
Crawl	X		Λ			Overall Job Strength:	Sedent	
Balancing	Λ				X	Overall Job Strength.	Sedent	
Walk-Level Surfaces				X	Δ	COMMUNICATION	(Mark "	X" if critical for job).
Walk-Uneven Surfaces			X	Λ			X	, ,
Working at Heights	X		Λ			Hearing Vision	X	In person and phone
Climb-Ladder	X					Talking	X	In person and phone
Climb-Stairs/Inclines	Λ		Х			Writing	X	Reading. Write legibly.
Additional Comments: Cond	flucted in tr	pical office (L	Additional Comments:	Λ	Reading. white legibly.
MATERIALS	Never	Rare	Occas.	Freq.	Cont.	ENVIRONMENT	(Mark '	"X" if critical for job).
HANDLING	0%	1-5%	6-33%	34-66%	67-100%	AND EXPOSURES	(main	in endear for job).
Lift	• / •					General Office	X	
Up to 10 lbs.			Х	Î	<u> </u>	Noise Level	X	Ambient
11-25 lbs.			X		<u> </u>	Weather Conditions	A	
26-50 lbs.		Х			<u> </u>	Airborne Exposures		
51-75 lbs.	Х				<u> </u>	Bloodborne Pathogens		
Over 75 lbs.	X					1 st Aid/CPR Certificate		
Additional Comments: i.e. 7		ting files or o	ase of paper	and	·	OTHER JOB	Yes/	Comments
carries short distance.	JF J	0	I I I			DEMANDS	No	
Carry						Independent Judgment	Yes	Reactive and Proactive
Up to 10 lbs.			Х			Analytical Ability	Yes	
11-25 lbs.		Х				Active Listening	Yes	Attentive
26-50 lbs.	X	21				Problem Solving	Yes	Tuchuve
51-75 lbs.	X					Self Accountability	Yes	
Over 75 lbs.	X					/	Yes	
			C C	6		Conflict Resolution	Yes	
Additional Comments: i.e. T short distance.	i ypically ca	rries files or	case of paper	rior		Positive Regard for Others	res	Team player, Congenial & respectful
Push						Flexibility/Adaptability	Yes	
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D.,11						Interruptions	Yes	
<u>Pull</u>		X		T		Study/Apply New Skills	Yes	Proficiency & competency
Up to 10 lbs.					<u> </u>	Computer Usage		, , ,
11-25 lbs.	v	Х			 	Driving CDL Licensure	Yes	Travel - multiple worksites
26-50 lbs. 51-75 lbs.	X X				<u> </u>	CDL Licensure	No	
51-75 lbs. Over 75 lbs.	X X				<u> </u>			
Additional Comments: Push		g file drawer	l s.	I	L	Additional Comments:		
		o	-					
Upper Extremities	ļ,							
Use of Hands					X			
Grasp/Grip					X	<u>Conflict Resolution</u> : May of potentially angry employee		
Pinch/Squeeze				Х			-	
Reach – Overhead			Х					
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AGENDA ITEM STATUS UPDATE TO THE WASCO COUNTY NATURAL HAZARD MITIGATION PLAN

No documents for this agenda item

• Back to Agenda