

**WASCO COUNTY BOARD OF COMMISSIONERS**  
**REGULAR SESSION / AGENDA WEDNESDAY, NOVEMBER 5, 2014**  
**LOCATION: Wasco County Courthouse, Room #302**  
**511 Washington Street, The Dalles, OR 97058**

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

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

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

9:00 a.m.

**CALL TO ORDER**

*Items without a designated appointment may be rearranged to make the best use of time. Other matters may be discussed as deemed appropriate by the Board.*

- Corrections or Additions to the Agenda
- Administrative Officer - Tyler Stone: Comments
- [Discussion Items](#) (Items of general Commission discussion, not otherwise listed on the Agenda) [Charter Appeal Update](#), [Assessor Appointment](#), [Sprint Lease Amendment](#), [Staff Introduction](#), [FISMA Attestation](#), [Wolf Depredation Compensation Committee Resolution](#)
- [Consent Agenda](#) (Items of a routine nature: minutes, documents, items previously discussed.) [Minutes: 10.15.2014 Regular Session Minutes](#), [10.16.2014 Town Hall Minutes](#), [10.27.2014 Special Session Minutes](#)

9:30 a.m.      [Disposition of County Property](#) – John Roberts

10:00 a.m.      [EMPG Grant](#) – Kristy Beachamp

10:10 a.m.      [DOJ VOCA Grant](#) – Judy Urness

10:20 a.m.      [Youth Services Contracts](#) – Monica Morris

10:30 a.m.      [Budget Adjustments](#) – Monica Morris

10:40 a.m.      [WCLEA Agreement](#) – Tyler Stone

10:50 a.m.      [Workforce IGA and Ordinance \(1st Reading\)](#) – Steve Kramer

LUNCH

1:30 p.m.      [Work Session](#) – Noise Ordinance

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

If necessary, an Executive Session may be held in accordance with: ORS 192.660(2)(a) – Employment of Public Officers, Employees & Agents, ORS 192.660(2)(b) – Discipline of Public Officers & Employees, ORS 192.660(2)(d) – Labor Negotiator Consultations, ORS 192.660(2)(e) – Real Property Transactions, ORS 192.660(2)(g) – Trade Negotiations, ORS 192.660(2)(h) – Conferring with Legal Counsel regarding litigation, ORS 192.660(2)(i) – Performance Evaluations of Public Officers & Employees, ORS 192.660(2)(j) – Public Investments, ORS 192.660(2)(m) – Security Programs, ORS 192.660(2)(n) – Labor Negotiations



WASCO COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION  
11/5/2014

PRESENT: Scott Hege, Commission Chair  
Rod Runyon, County Commissioner  
Steve Kramer, County Commissioner  
STAFF: Tyler Stone, Administrative Officer  
Kathy White, Executive Assistant

At 9:00 a.m. Chair Hege opened the Regular Session of the Board of Commissioners with the Pledge of Allegiance. Additions to the Discussion List:

- Columbia Basin Care Facility Contract Amendment – Fred Davis
- Upcoming appointment expirations – Kathy White
- Wasco Electric Cooperative Ballot – Kathy White

<b>Discussion Item – Charter Appeal Update</b>
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Tax & Assessment Interim Director Tom Linhares announced that the Assessor's Office has turned the roll; he handed out summary sheets for review (attached).

Mr. Linhares explained that in 2009 a major change in State policy reclassified cable service providers as utilities for the purposes of tax assessment. Charter (Comcast), whose value increased by \$4 million as a result of the change, along with all other cable service providers in Oregon, filed an appeal.

All appeals from the smaller cable service providers were placed on hold pending the outcome of the Comcast appeal. Last month the Oregon Supreme Court ruled in favor of the State, but how value is calculated was not determined – it was remanded to Tax Court for that determination. He predicted that it could be up to two years before there is a final decision.

Had Comcast won, Oregon counties would have been required to issue massive tax refunds to them. In preparation for that possibility, former Assessor Tim Lynn had recommended that all Comcast taxes be placed in reserve; that account has a current balance of approximately \$500,000. Mr. Linhares advised that even if Comcast successfully reduces their taxing rate by half, there is enough already in reserve to issue a refund. He recommends that no additional funds be placed in the Comcast reserve account.

Commissioner Runyon asked if Finance director Monica Morris had been apprised of this recommendation. Mr. Linhares replied that he had spoken to County Treasurer Chad Krause. Commissioner Runyon suggested that He have a similar conversation with Ms. Morris.

Chair Hege asked how Google will be assessed. Mr. Linhares responded that Google is paying a healthy amount even though they would have paid more without the exemption. He explained that the Department of Revenue will do the appraisal. The Google servers are personal property and currently have almost as much value as the land and buildings; however, the servers depreciate quickly. He said his guess for Google value when they come off of the exemption is substantial – approximately \$200 million. The buildings will have to be assessed separately as some will come off of exemption status earlier than others. He added that there will be a meeting around those decisions; he has asked that the County Administrative Officer and one Commissioner be included in that meeting.

<b>Discussion Item – Assessor Appointment</b>
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Chair Hege announced that Jill Amery won yesterday's election for County Assessor and would take office in January 2015.

{{{Commissioner Kramer moved to approve Order #14-083 appointing Assessor-Elect Jill Amery as Wasco County Assessor effective immediately. Commissioner Runyon seconded the motion which passed unanimously.}}}



**Discussion Item – FISMA Attestation**

Ms. White explained that when the BPA Weed Control agreement, previously approved by the Board, had come in to the County it had not included the attestation required for all federal contractors and their sub-contractors to insure the protection of sensitive information. She stated that she has been in communication with BPA regarding this oversight and had sent the attestation to Information Systems Director Paul Ferguson for confirmation of Wasco County's compliance.

Mr. Ferguson explained that the attestation is for NIST, the lowest FISMA level of security. He stated that because of the security requirements for the Sheriff's Department, Wasco County meets FIPS, the highest FISMA level of security. He went on to explain that although Wasco County meets the FIPS requirements for security, not all the Wasco County policies are in writing; his department is working to get that accomplished.

**{{{Commissioner Runyon moved to approve the FISMA Attestation.  
Commissioner Kramer seconded the motion which passed unanimously.}}}**

**Discussion Item – Sprint Lease Amendment**

Facilities Manager Fred Davis explained that this is not the first time Sprint has asked to modify their equipment at the Wasco County site; however this is the first time the request has taken the form of a lease amendment rather than a stand-alone agreement. He stated that he asked them to revise their plans to protect the site's parapet wall; they have complied. He said that nothing else about the lease changed although the assessed value of their personal property may increase.

**{{{Commissioner Kramer moved to approve the Sprint Lease Amendment.  
Commissioner Runyon seconded the motion which passed unanimously.}}}**

**Discussion Item – Columbia Basin Care Facility Cooler Repair  
Amendment**

Mr. Davis explained that the insurance settlement came in at a slightly lesser amount than had been quoted. Since the original agreement included the quoted amount, an amendment is necessary to reflect the change. Columbia Basin Care Facility will make up the difference as was previously agreed.

**{{{Commissioner Runyon moved to approve the Columbia Basin Care  
Facility Cooler Repair Amendment. Commissioner Kramer seconded the**



motion which passed unanimously.}}

Mr. Davis reported that courthouse window frame painting had been suspended due to the election but has resumed. He stated that they are making progress even in the rain and doing a great job – they go onto the glass of each window just enough to provide a reliable seal for the wood frame.

#### **Discussion Item – Staff Introduction**

Planning Director John Roberts introduced newly-hired Senior Planner Angie Brewer who has worked as a planner for the Gorge Commission for 9 years. Ms. Brewer begins work today. Local realtor Dennis Morgan stated that he has worked with Ms. Brewer and believes she will be a great addition to the Wasco County Planning Department. Mr. Roberts agreed, saying that it is a victory for Wasco County.

#### **Agenda Item – Disposition of County Property**

Mr. Roberts explained that Wasco County owns a great many parcels of land throughout the County; about one-third are in the urban growth boundary with 6-10 representing real value to the public, i.e., Annexes A & B, 10<sup>th</sup> Street properties, etc. However, the vast majority have been acquired through foreclosure or are orphaned through the survey process. He stated that the long-term goal should be to develop a strategy to dispose of these properties but that can be tricky and time-consuming.

Today he is bringing forward a property issue involving two slivers of County property located in the City of The Dalles. He explained that the two properties have been used for access by three adjoining property owners, although there are four property owners involved in the dispute.

Mr. Stone pointed out that the two tax lots in question were orphaned due to a remapping of the adjacent lots; they should have been part of the larger lots.

Mr. Roberts said through a mediation process facilitated by Six Rivers, the landowners have agreed to a multi-step solution. The first step is for the County to dispose of the two lots through sale to two of the property owners. He said the properties have no building potential and are of little value to the County. Mr. Morgan has agreed to assist with the necessary paperwork. Once the order to dispose of the property is approved, the sale will be noticed as is required by law.

Mr. Roberts recommended that the County sell for a minimal amount adding that

increased tax value would be only \$6-\$7 per year. He pointed out that the two landowners already have structures that extend into the County-owned tax lots.

Further discussion ensued regarding the possibility of identifying similar County-owned orphaned properties and employing a similar process to dispose of them. The general consensus was that this is a low-priority project.

Mr. Stone observed that when the sale is complete, a property owner could sell the larger parcel and retain ownership of the smaller lot giving rise to a new set of issues. Mr. Morgan agreed. Mr. Roberts said that they will have to make sure the title company describes it as part of the larger parcel rather than a separate lot.

**{{{Commissioner Kramer moved to approve Order #14-082 disposing of County properties at \$50.00 per tax lot for the two lots in question. Commissioner Runyon seconded the motion which passed unanimously.}}}**

<b>Agenda Item – EMPG Grant</b>
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Emergency Manager Kristy Beachamp explained that this grant funds the Emergency Program at a 50/50 cost share. Wasco County pays \$26,500 along with contributions from municipalities within the County. The rest comes from the Federal Government through the State.

Chair Hege asked if there is a written commitment from the participating cities. Ms. Beachamp replied it is not in writing although she has attended their council meetings where the cities agreed to participate. Chair Hege stated that he would like to see those agreements formalized in writing.

**{{{Commissioner Runyon moved to approve the Oregon Military Department Office of Emergency Management Emergency Management Performance Grant CFDA #97.042 Wasco County \$39,000 Grant #14-533. Commissioner Kramer seconded the motion which passed unanimously.}}}**

Ms. Beachamp reported that they are getting the virtual emergency center up and running. She said it will allow for the tracking of resources throughout the County. She said she is also working to increase public participation in the Everbridge Citizen Alert System. Everbridge has a new platform that will enable the County to add groups and customize programming. She is working to implement the upgrade which is at no additional cost to the County.

Chair Hege called for a recess at 10:09 a.m.



The session reconvened at 10:11 a.m.

**Agenda Item – DOJ VOCA Grant**

Victim's Advocate Judy Urness and District Attorney's Office Manager Elizabeth Osborne came forward to support approval for the grant. Ms. Urness explained that the grant pays her salary to provide mandated services.

Chair Hege asked if Wasco County meets the grant's requirement for an EEOP plan. Mr. Stone confirmed that Wasco County does have the required plan.

Ms. Osborne pointed out that this is actually an extension of a previously approved grant. She explained that the extension will synchronize the two funding streams that support the Victims Assistance Program.

**{{{Commissioner Runyon moved to approve the Department of Justice Victims of Crime Act 2012 Non-competitive Grant Award Amendment #1. Commissioner Kramer seconded the motion which passed unanimously.}}}**

**Agenda Item – Youth Services Contracts**

Ms. White explained that Youth Services Director Molly Rogers is not able to attend today's session but that Ms. Morris is available to answer questions regarding the financial impact of the contracts.

Ms. Morris explained that IGA 9770 amendment is an increase in funding that represents pass-through dollars.

**{{{Commissioner Kramer moved to approve IGA Contract for Professional Services #9770 Amendment #4. Commissioner Runyon seconded the motion which passed unanimously.}}}**

Ms. White stated that the Haven Funding Agreement is an annual agreement previously administered by the Commission on Children and Families for services to victims of domestic violence.

**{{{Commissioner Kramer moved to approve the Haven Funding Agreement for \$6,221. Commissioner Runyon seconded the motion which passed unanimously.}}}**



**Agenda Item – Budget Adjustments**

Ms. Morris stated that the first adjustment is for the 9770 amendment; it accepts and appropriates the additional, unbudgeted amount.

**{{{Commissioner Kramer moved to approve Resolution #14-025 accepting and appropriating unanticipated Family Preservations Grant funds in the amount of \$6,221 during fiscal year 2014-2015. Commissioner Runyon seconded the motion which passed unanimously.}}}**

Ms. Morris explained that she has met with Community Corrections Director Robert Martin to review this adjustment; he is now more aware of the budgetary requirements. She stated that his 2013-2014 spending was over-budget due to a misunderstanding. She said this order moves money from his contingency fund to rent owed from the 2013-2014 fiscal year. In addition, money is also being moved to legal counseling for legal expenses incurred for FOPPO union negotiations, a cost Mr. Martin did not anticipate. She added that \$20,000 has already been expended on negotiations and she hopes they will not need to use all of the remaining \$30,000 that is being moved for a total of \$50,000 being transferred to cover legal services for the negotiations.

Chair Hege asked for further explanation of the rent issue. Ms. Morris responded that Community Corrections rent had been budgeted for the 2013-2014 fiscal year. At the end of that year she had advised him that he owed \$8,000 for FOPPO negotiations and he had overspent materials and services. To compensate for the deficit, she had reduced his rent for the 2013-2014 fiscal year with the understanding that the back rent would be paid in the 2014-2015 fiscal year.

**{{{Commissioner Runyon moved to approve Order #14-084 transferring \$68,000 from contingency to materials and services. Commissioner Kramer seconded the motion which passed unanimously.}}}**

Commissioner Runyon mentioned to Ms. Morris that he had asked Mr. Linhares to contact her regarding the Comcast/Charter reserve fund not having any further deposits. Ms. Morris replied she believes there is an agreement in place that may not allow for that.

**Discussion Item – Wolf Depredation Compensation Committee  
Resolution**

Commissioner Kramer explained that this resolution formalizes the Wolf Depredation Compensation Committee to which members have been appointed. Chair Hege asked if the Committee would have bylaws. Commissioner Kramer replied that operation guidelines for the Committee are set out in the State plan.

**{{{Commissioner Kramer moved to approve Resolution #14-024 forming the Wasco County Wolf Depredation Compensation Committee. Commissioner Runyon seconded the motion which passed unanimously.}}}**

**Discussion Item – Upcoming Appointment Expirations**

Ms. White stated that there are 54 appointments and reappointments coming before the Board in December. She explained that the vast majority of those are reappointments to boards or committees and are based on recommendations of the entities to which the members are being appointed/reappointed. Reappointments are for people who have previously been reviewed and approved by the Board of County Commissioners and carry a recommendation for reappointment along with the confirmed willingness of the appointee to continue their service. Ms. White suggested that these reappointments be placed on the Consent agenda for approval, pointing out that individual reappointments can be moved to the Discussion List should any Commissioner feel it warrants further consideration.

**\*\*\*The Board was in consensus to have all recommended reappointments appear on the Consent Agenda.\*\*\***

Ms. White went on to say that some of the remaining appointments/reappointments are direct – meaning that the Board does not receive any recommendation from the entity to which the appointment is made. These are:

- North Central Public Health District Board of Health
- Wasco County Budget Committee
- Hospital Facility Authority Board

She reported that Chip Wood's appointment to the Budget Committee will expire at the end of the year; Carri Ramsey-Smith has resigned her position on the Board of Health effective 1.1.2015 and Fred Schubert's appointment to that Board expires on 12.31.2014. She reminded the Board that although she will advertise to fill these



vacancies, she rarely gets a response. She asked if the Board had anyone in mind who could contact to see if they would be interested in applying.

Chair Hege observed that Dr. Hamilton currently sits on the Board of Health for Sherman County but is a resident of Wasco County. The Board of Health bylaws require members to reside in the County they represent; he suggested that when Dr. Hamilton's Sherman County appointment expires, Wasco County could consider him for appointment.

**\*\*\*The Board was in consensus to ask expiring direct appointees to reapply should they be willing to continue to serve or write a letter of resignation should they not wish to be reappointed.\*\*\***

**\*\*\*The Board was in consensus to have recommended reappointments appear on the Consent agenda for approval.\*\*\***

After further discussion, the Board asked Ms. White to send applications for the Budget Committee to John Hutchison and Bob Delaney. Ms. White reported that she has already received an application from Ken Polehn for that vacancy. The Board agreed to provide additional names to Ms. White to send application for the various direct appointment vacancies.

<b>Discussion Item – Wasco Electric Cooperative Ballot</b>
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**\*\*\*Following a brief discussion, the Board was in consensus to cast no ballot for the election of members to the Wasco Electric Cooperative Board of Directors.\*\*\***

<b>Agenda Item – WCLEA 2014-2018 Agreement</b>
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Mr. Stone explained that this is the proposed contract agreed upon by WCLEA members and County representatives following several months of negotiations. He said that the highlights are:

- Article 11 – WCLEA members agree to go on the County's compensation program. For those employees at the top of the scale there is a ratification bonus of \$200 each (9-1-1 staff).
- Article 13 – Cleans up the language regarding vacation to mirror what is already being done.
- Page 24 – Reflects current law and awards new-hire sick leave three months



earlier.

- Certification pay has been removed.
- A fitness incentive has been added: Certified employees must pass a one-time fitness test. If they maintain that level of fitness for an annual fitness test, they can qualify for a fitness incentive of \$100 twice each year.

Chair Hege asked if there is a cost to the fitness test. Mr. Stone replied only in that the County pays the deputies for their time to take the test which is automatically held each year.

- The boot allowance has been increased by \$50 every three years. In exchange for that concession, the County will be able to conduct mandatory, random drug and alcohol testing – a procedure WCLEA has resisted for years.

Mr. Stone stated he recommends approval of the agreement conditioned on the roll-out process. Ms. Morris pointed out that the cost of the WCLEA negotiations was \$5,000 – significantly less than the other two unions. She said that once the agreement is approved, increases will be seen on the next payroll. Retro pay will be paid July 1<sup>st</sup>, signing bonuses will be paid and they will all move to their next step.

Chair Hege asked if retro pay has been done for anyone else. Ms. Morris replied that this is the first group to come on to the compensation program since its initial roll-out; the WCLEA contract ended June 30<sup>th</sup>. The former AFSCME employees are ready to commit to a package that will bring them into the compensation program; they are not asking for retroactive pay.

Mr. Stone provided the Board with a second side letter of agreement (attached) outlining the roll-out process. The first side letter of agreement is included in the Board Packet and states that if the Union members elect to opt out of the program, their wages will roll back to current levels.

**{{{Commissioner Kramer moved to approve the WCLEA Collective Bargaining Agreement 2014-2018, including side letters of agreement 11 and 11.1. Commissioner Runyon seconded the motion which passed unanimously.}}}**

<b>Agenda Item – Workforce IGA &amp; Ordinance</b>
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Commissioner Runyon explained that this program was pushed down to the counties by the Governor's Office. Mr. Stone added that the smaller groups will report to a

larger group; theoretically, this system will allow the smaller groups to focus more on local issues. Chair Hege asked if the money for the program will go to MCCOG. Commissioner Runyon replied that as the County's agent, the funding would go to MCCOG.

Mr. Stone asked if this would be money that supports broadband. Commissioner Runyon responded that the money is for job creation, work force development, etc. He added that it seems like change for change's sake; it has been working well through the Oregon Consortium.

Commissioner Kramer reported that he had voiced the same concern when attending a formation meeting on behalf of Commissioner Runyon. He said Commissioner Runyon will participate in the group that will select three representatives from our region to serve on the state-wide group.

**{{{Commissioner Runyon moved to approve the Intergovernmental Agreement Creating the Central Oregon Workforce Consortium.  
Commissioner Kramer seconded the motion which passed unanimously.}}}**

Commissioner Kramer read the title of the COWC Ordinance into the record: In the matter of adoption of Ordinance ratifying the creation of an intergovernmental entity known as the Central Oregon Workforce Consortium (COWC).

The second reading will occur at the December 3<sup>rd</sup> session and it will be considered for passage at that time.

<b>Consent Agenda – Minutes: 10.15.2014 Regular Session, 10.16.2014 Town Hall Meeting, 10.27.2014 Special Session</b>
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**{{{Commissioner Runyon moved to approve the Consent Agenda.  
Commissioner Kramer seconded the motion which passed unanimously.}}}**

<b>Commission Call</b>
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Commissioner Runyon thanked everyone for their support of his re-election.

The Board briefly discussed the afternoon work session determining that the purpose would be to reach a consensus as to how to move forward regarding the regulation of noise in Wasco County:

- Develop and enact a noise ordinance



- Develop and enact an outdoor mass gathering ordinance.
- Develop and enact both of the above
- Do nothing

Chair Hege recessed the session at 11:11 a.m.

The session reconvened at 1:33 p.m. in the Deschutes Room located in the basement of the courthouse.

<b>Work Session – The Regulation of Noise in Wasco County</b>
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PRESENT:	Chair Scott Hege Commissioner Rod Runyon Commissioner Steve Kramer
STAFF:	Administrative Officer Tyler Stone Planning Director John Roberts Chief Deputy Lane Magill Executive Assistant Kathy White
INTERESTED CITIZENS:	Dr. David Wehrly Glenn Boyd

Chair Hege noted that there are 3 draft ordinances that have been developed:

1. Draft developed by Dr. Wehrly
2. Draft developed by Chief Deputy Magill
3. Draft developed by Chair Hege

Dr. Wehrly explained that his approach was to determine what a reasonable person's standard would be in terms of noise for the unincorporated portions of the County. He added that he drew from what has been done elsewhere in the State in terms of amplified sound.

Chief Deputy Magill reported that he had sent requests to all Oregon counties for information regarding noise regulations and received responses from four counties; he also reviewed the City of The Dalles noise ordinance. Based on commonalities among the ordinances, he drafted an ordinance for Wasco County. He explained that enforcement was one of the more difficult aspects to address. In talking with Clatsop County officials who have had Run 21 in their county, it is difficult to enforce due to the drain on resources. In addition, there is the direct costs of equipment and training necessary for enforcement.



Chair Hege explained that his draft is stripped down to be as simple as possible. He said that since the big issue last year was the timing of the amplified sound, he tried to focus on that without creating another layer of bureaucracy.

Mr. Roberts went to the white board to illustrate how existing County regulations and State regulations govern events. He explained that any new regulations would be housed in LUDO but not actually be part of LUDO; in Benton County it is housed in Parks and Recreation. He went on to say that for social gatherings and big events there is a lot of latitude to add regulations addressing noise. Outdoor Mass Gatherings (OMG) conditions are very narrow with little discretion.

Further discussion ensued regarding the various details that might be encompassed by a noise ordinance or an OMG ordinance with a component that addresses noise. In addition, the group discussed the challenges of regulating sound for both volume and distance and the enforcement of said regulations.

Chief Deputy Magill warned that if a noise ordinance is broad in scope with little detail, it is subject to interpretation by both law enforcement and the courts – a circumstance that invites litigation; violations would have to be proved in a court of law.

Dr. Wehrly asked what would happen if a social gathering exceeded its limits for time or number of attendees. Mr. Roberts replied that in that case they would trigger the need for a permit and could be shut down for lack thereof.

Dr. Wehrly said he had focused on amplified noise to remove the subjectivity and tried to make it easily measured – for instance, “plainly audible from 50 feet” without setting a decibel level. Mr. Boyd pointed out that “plainly audible” is a term subject to interpretation. Chief Deputy Magill stated that the more he looked into it the more difficult it seemed to be to regulate and enforce noise.

Mr. Boyd asked how many people continue to be noisy after having been warned by law enforcement. Chief Deputy Magill reported that he cannot recall a single incident where deputies have had to return after an initial warning. He stated that his office regularly receives noise complaints.

Mr. Roberts said that no matter how broad or narrow an ordinance it still falls back to enforcement. Chief Deputy Magill said that a noise ordinance directed only at events could be enforceable – anything broader would be problematic.

Mr. Stone expressed a concern that an ordinance could create a situation where people would use it to “beat up” neighbors in personal disputes. He asked if the Sheriff’s Department currently uses other mechanisms for noise complaints. Chief Deputy Magill responded that they currently enforce public disturbance/disorderly conduct regulations.

Dr. Wehrly stated that when he called about the noise in 2013, he was told that nothing could be done.

Commissioner Kramer asked Dr. Wehrly to be honest about his motivation – is this about a noise ordinance or is it about his own distaste for the What the Festival event. Dr. Wehrly replied that he believes that the rural population should not be subject to things that the municipalities’ residents are not subject to; he conceded that What the Festival is the trigger.

Chief Deputy Magill pointed out that they respond to all the calls with or without an ordinance . . . with an ordinance, instead of a warning, deputies will have to issue citations. He observed that if a citation is issued, there will have to be a report and it could go to court which will drain resources. He added that if there is a major crime, the noise complaint will get pushed back as a lower priority call.

Dr. Wehrly asked if a warning could still be issued as is sometimes the case in traffic stops. Chief Deputy Magill replied that it would depend on how the ordinance is written.

Chair Hege asked the Board to consider whether or not they want to direct staff to go forward with an ordinance to be presented for consideration.

Commissioner Runyon said he is not ready to go there; many of the subjective components of a noise ordinance are problematic and a more detailed ordinance would over-burden law enforcement. He stated that warnings appear to be working and a shut-off time for big events is easily enforceable. He reminded everyone that through a good process the WTF event has been improved each year.

Commissioner Kramer agreed, stating that with or without an ordinance, noise will continue to be an issue. He said he believes there are enough rules in place; there is not a need to burden the public with more regulations.

Chair Hege noted that the issue of noise is not likely to fade away and Mr. Roberts will continue to work on local outdoor mass gathering rules.



\*\*\*The Board was in consensus to not go forward with any plans to develop a County noise ordinance.\*\*\*

Chair Hege adjourned the work session at 3:00 p.m.

Summary of Actions
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Motions Passed

- To approve Order #14-083 appointing Assessor-Elect Jill Amery as Wasco County Assessor effective immediately.
- To approve the FISMA Attestation.
- To approve the Sprint Lease Amendment.
- To approve the Columbia Basin Care Facility Cooler Repair Amendment.
- To approve Order #14-082 disposing of County properties at \$50.00 per tax lot for the two lots in question.
- To approve the Oregon Military Department Office of Emergency Management Emergency Management Performance Grant CFDA #97.042 Wasco County \$39,000 Grant #14-533.
- To approve the Department of Justice Victims of Crime Act 2012 Non-competitive Grant Award Amendment #1.
- To approve IGA Contract for Professional Services #9770 Amendment #4.
- To approve the Haven Funding Agreement for \$6,221.
- To approve Resolution #14-025 accepting and appropriating unanticipated Family Preservations Grant funds in the amount of \$6,221 during fiscal year 2014-2015.
- To approve Order #14-084 transferring \$68,000 from contingency to materials and services.
- To approve Resolution #14-024 forming the Wasco County Wolf Depredation Compensation Committee.
- To approve the WCLEA Collective Bargaining Agreement 2014-2018, including side letters of agreement 11 and 11.1.
- To approve the Intergovernmental Agreement Creating the Central Oregon Workforce Consortium.
- To approve the Consent Agenda - Minutes: 10.15.2014 Regular Session,



10.16.2014 Town Hall Meeting, 10.27.2014 Special Session

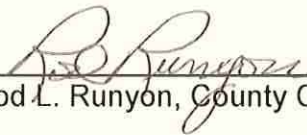
Consensus

- To have all recommended reappointments appear on the Consent Agenda.
- To ask expiring direct appointees to reapply should they be willing to continue to serve or write a letter of resignation should they not wish to be reappointed.
- To have recommended reappointments appear on the Consent agenda for approval.
- To cast no ballot for the election of members to the Wasco Electric Cooperative Board of Directors.
- To not go forward with any plans to develop a County noise ordinance.

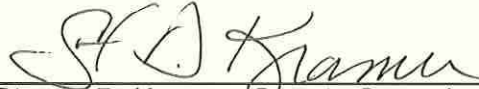
WASCO COUNTY BOARD  
OF COMMISSIONERS



\_\_\_\_\_  
Scott C. Hege, Commission Chair



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Rod L. Runyon, County Commissioner



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Steven D. Kramer, County Commissioner

**WASCO COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION  
NOVEMBER 5, 2014**

**DISCUSSION LIST**

**ACTION AND DISCUSSION ITEMS:**

1.     [Charter Appeal Update](#) – Tom Linhares
2.     [Assessor Appointment](#) – Tyler Stone
3.     [Sprint Lease Amendment](#) – Fred Davis
4.     [Staff Introduction](#) – John Roberts
5.     [FISMA Attestation](#) – Kathy White/Paul Ferguson
6.     [Wolf Depredation Compensation Committee Resolution](#) – Steve Kramer



**Discussion Item**  
**Charter Appeal Update**

- [Charter Value History](#)

**Charter Communications Holding Co. LLC**  
**Oregon Tax Court Magistrate Division #101221D;**  
**Tax years 2009-10 & 2010-11 & 2011-12 & 2012-13, 2013-14 and 2014-15**

REF	2009-10 TAV	2010-11 TAV	2011-12 TAV	2012-13 TAV	2013-14 TAV	2014-15 TAV
82045	3,365,800	3,497,805	4,534,500	5,392,000	6,312,000	7,311,800
82046	162,800	184,095	204,500	14,000	92,300	82,900
82047	608,660	558,300	624,400	556,000	627,700	697,800
82048	523,240	475,600	531,900	473,000	534,700	594,400
<b>TOTAL</b>	<b>4,660,500</b>	<b>4,715,800</b>	<b>5,895,300</b>	<b>6,435,000</b>	<b>7,566,700</b>	<b>8,686,900</b>
Disputed AMT per DOR	4,660,500	4,660,500	4,660,500	4,660,500	4,660,500	5,350,456 Increased by same percenatage of RMV increase
TOTAL TAV ON ROLL	1,731,553,122	1,808,224,356	1,865,738,781	1,856,201,507	1,981,987,494	2,053,785,839
ROLL PERCENT	0.269%	0.258%	0.250%	0.251%	0.235%	0.261%
REF	2009-10 TAXES	2010-11 TAXES	2011-12 TAXES	2012-13 TAXES	2013-14 TAXES	
82045	61,066.71	68,357.11	93,724.48	111,428.90	125,611.32	146,004.74
82046	2,622.54	3,032.92	3,471.16	237.58	1,495.72	1,332.77
82047	10,050.75	9,972.44	11,767.05	10,483.50	11,376.37	12,810.77
82048	7,851.41	7,285.73	8,419.91	7,492.16	8,078.46	9,106.77
<b>TOTAL</b>	<b>81,591.41</b>	<b>88,648.20</b>	<b>117,382.60</b>	<b>129,642.14</b>	<b>146,561.87</b>	<b>169,255.05</b>



# History of Values, Taxes Imposed and Taxes Abated for Design LLC (aka Google)

## 2007-08

Account	RMV	MAV/TAV	(Exemption)	TAV	Tax Rate	Taxes *
16546	504,283,280	464,457,616	460,895,035	3,562,581	0.0197967	70,527.37
16551	416630	330321	0	330,321	0.0197967	6,539.27
<b>Totals</b>	<b>504,699,910</b>	<b>464,787,937</b>	<b>460,895,035</b>	<b>3,892,902</b>		<b>77,066.64</b>
<b>Estimated Abated Taxes **</b>					<b>0.0174811</b>	<b>8,056,952.20</b>

## 2008-09

Account	RMV	MAV/TAV	(Exemption)	TAV	Tax Rate	Taxes *
16546	737,069,460	710,371,304	706,437,606	3,933,698	0.0190472	74,925.92
16551	439,830	340,230	0	340,230	0.0190472	6,480.42
63425	2,398,420	2,398,420	2,398,420	0	0.0190472	0
<b>Totals</b>	<b>739,907,710</b>	<b>713,109,954</b>	<b>708,836,026</b>	<b>4,273,928</b>		<b>81,406.34</b>
<b>Estimated Abated Taxes **</b>					<b>0.0167064</b>	<b>11,842,098.18</b>

## 2009-10

Account	RMV	MAV/TAV	(Exemption)	TAV	Tax Rate	Taxes *
82060	330,066,300	330,066,300	325,837,630	4,228,670	0.0189989	80,340.07
82059	950,533,700	950,533,700	950,533,700	0	0.0189989	0
<b>Totals</b>	<b>1,280,600,000</b>	<b>1,280,600,000</b>	<b>1,276,371,330</b>	<b>4,228,670</b>		<b>80,340.07</b>
<b>Estimated Abated Taxes **</b>					<b>0.0166337</b>	<b>21,230,777.79</b>

Note - 2009-10 property was changed to State Responsibility and moved to the Utility Roll

## 2010-11

Account	RMV	MAV/TAV	(Exemption)	TAV	Tax Rate	Taxes *
82060	335,890,500	335,890,500	329,498,600	6,391,900	0.0188242	120,322.39
82059	957,109,500	957,109,500	957,109,500	0	0.0188242	0
<b>Totals</b>	<b>1,293,000,000</b>	<b>1,293,000,000</b>	<b>1,286,608,100</b>	<b>6,391,900</b>		<b>120,322.39</b>
<b>Estimated Abated Taxes **</b>					<b>0.0164783</b>	<b>21,201,114.25</b>

## 2011-12

Account	RMV	MAV/TAV	(Exemption)	TAV	Tax Rate	Taxes *
82060	977,726,600	977,726,600	977,726,600	0	0.0188454	0
82059	339,273,400	339,273,400	332,833,200	6,440,200	0.0188454	121,368.12
<b>Totals</b>	<b>1,317,000,000</b>	<b>1,317,000,000</b>	<b>1,310,559,800</b>	<b>6,440,200</b>		<b>121,368.12</b>
<b>Estimated Abated Taxes **</b>					<b>0.0164639</b>	<b>21,576,925.49</b>

## 2012-13

Account	RMV	MAV/TAV	(Exemption)	TAV	Tax Rate	Taxes *
63425	274,903,860	274,903,860	274,903,860	0	0.0188552	0
63924	70,400	70,400	0	70,400	0.0188552	1,154.64
16546	200,025,310	200,025,310	196,869,270	3,156,040	0.0188552	59,507.77
16549	1,855,760	1,853,661	0	1,853,661	0.0188552	30,433.74
16551	339,260	339,260	0	339,260	0.0188552	5,564.27
<b>Totals</b>	<b>477,194,590</b>	<b>477,192,491</b>	<b>471,773,130</b>	<b>5,419,361</b>		<b>96,660.42</b>
<b>Exempt AV &amp; Abated Taxes **</b>					<b>0.0164807</b>	<b>7,775,151.42</b>

Note - 2012-13 property was State Responsibility and moved back to the Real Property Roll

## 2013-14

Account	RMV	MAV/TAV	(Exemption)	TAV	Tax Rate	Taxes *
63425	275,907,110	275,907,110	275,907,110	0	0.0181239	0
63924	61,270	61,270	0	61,270	0.0181239	964.14
16546	213,299,100	206,026,069	203,121,101	2,904,968	0.0181239	47,250.52
16549	1,763,080	1,763,080	0	1,763,080	0.0181239	27,743.65
16551	323,800	323,800	0	323,800	0.0181239	5,095.29
<b>Totals</b>	<b>491,354,360</b>	<b>484,081,329</b>	<b>479,028,211</b>	<b>5,053,118</b>		<b>81,053.60</b>
<b>Estimated Abated Taxes **</b>					<b>0.0157651</b>	<b>7,551,927.65</b>

## 2014-15 \*\*

Account	RMV	MAV/TAV	(Exemption)	TAV	Tax Rate	Taxes *
63425	209,753,490	209,753,490	209,753,490	0	0.0184178	0
63924	54,760	54,760	0	54,760	0.0184178	964.14
16546	219,654,850	212,206,851	209,313,891	2,892,960	0.0184178	53,281.95
16549	1,763,080	1,763,080	0	1,763,080	0.0184178	28,255.56
16551	323,800	323,800	0	323,800	0.0184178	5,189.32
<b>Totals</b>	<b>431,549,980</b>	<b>424,101,981</b>	<b>419,067,381</b>	<b>5,034,600</b>		<b>87,690.97</b>
<b>Estimated Abated Taxes **</b>					<b>0.0160263</b>	<b>6,716,099.57</b>

Total Taxes Paid to Date: **745,908.55**  
Estimated Total Taxes Abated to Date: **105,951,046.55**

\* Taxes reduced by Measure 5 compression, if any.

\*\* Tax Rate reduced to effective Measure 5 rate.

\*\*\* Values and taxes for Account 16546 are pending a roll correction.

**Discussion Item**  
**Assessor Appointment**

- [Order #14-083 Appointing Jill Amery Wasco  
County Assessor](#)



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

IN THE MATTER OF THE APPOINTMENT )  
OF JILL AMERY AS WASCO COUNTY'S ) O R D E R  
ASSESSOR. ) #14-083

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

IT APPEARING TO THE BOARD: That Timothy Lynn, Wasco  
County Assessor, passed away in January, 2014; and

IT FURTHER APPEARING TO THE BOARD: That the governing  
body of Wasco County, Oregon, is required to appoint an individual to the  
unexpired term of the Wasco County Assessor to serve until the next General  
Election; and

IT FURTHER APPEARING TO THE BOARD: That Jill Amery is  
willing and is qualified to be appointed as Wasco County Assessor to fill the  
unexpired term of Timothy Lynn.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Jill Amery be and is hereby appointed as the Wasco County Assessor to fill the unexpired term of Timothy Lynn, effective November 5, 2014.

DATED this 5th day of November, 2014.

WASCO COUNTY BOARD  
OF COMMISSIONERS

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Scott C. Hege, Commission Chair

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Rod L. Runyon, Commissioner

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Steven D. Kramer, Commissioner

APPROVED AS TO FORM:

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Eric J. Nisley  
Wasco County District Attorney



**Discussion Item**  
**Sprint Lease Amendment**

- [Staff Memo](#)
- [Sprint Lease Agreement Amendment #1](#)

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**MEMORANDUM**

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**TO:** BOARD OF COUNTY COMMISSIONERS  
**FROM:** KATHY WHITE  
**SUBJECT:** SPRINT LEASE AMENDMENT  
**DATE:** 10/28/2014

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ADDITIONAL INFORMATION

I was unable to include a technical document that includes a site map, specifications, property layout, etc. in the Board Packet – too light to copy legibly. If you would like to review the document prior to the Board session, it is available in my office. I will also bring it to the Board session for review.



## FIRST AMENDMENT TO ANTENNA ROOFTOP COLLOCATION LEASE AGREEMENT

This First Amendment to Antenna Rooftop Collocation Lease Agreement (this "Amendment"), effective as of the date last signed below ("Effective Date"), amends a certain Antenna Rooftop Collocation Lease Agreement between Wasco County, Annex A (hereinafter referred to as the "Lessor") and Washington Oregon Wireless Properties, LLC, an Oregon limited liability company, with a place of business at 6391 Sprint Parkway, Overland Park, Kansas 66251, (hereinafter referred to as the "Lessee"), dated October 20th, 2004 (the "Agreement").

### BACKGROUND

Lessee desires to modify its installation on the Premises by adding or swapping out antennas and other equipment to the Lessee Facilities, as more particularly described in Exhibit B-1 annexed hereto, and Lessee and Lessor desire to modify the provisions of the Agreement as provided below.

### AGREEMENT

For good and valuable consideration the receipt and sufficiency of which are acknowledged, Lessor and Lessee agree as follows

1. Modification to the Lessee Facilities. Exhibit B to the Agreement are hereby amended to include the modifications identified on Exhibit B-1, a copy of which is attached and made a part hereof. Exhibit B-1 supplements Exhibit B to the Agreement, and shall not be deemed to supersede or otherwise modify Exhibit B or any part thereof except to the extent specifically set forth in Exhibit B-1. Upon full execution of this Amendment, Lessee is permitted to do all work necessary to prepare, maintain and alter the Premises to install or otherwise modify the Lessee Facilities, all as more fully described and contemplated in Exhibit B-1

2. Frequency Use. Provided that any frequencies used by Lessee will not cause interference with the properly licensed and permitted pre-existing frequencies in use or in operation at the Lessee Facilities and notwithstanding anything to the contrary contained herein, Lessee may operate the Lessee Facilities at any frequencies for which it has all requisite permits, leases or licenses.

3. Notices. Lessee's addresses for notice set forth in Section 20(d) of the Agreement are hereby deleted in their entirety and replaced with the following:

Lessee: Washington Oregon Wireless Properties Property Services  
Mailstop: KSOPHT0101-Z2650  
6391 Sprint Parkway  
Overland Park, KS 66251-2650

With a mandatory copy to: Washington Oregon Wireless Properties Law Department  
Mailstop: KSOPHT0101-Z2020  
6391 Sprint Parkway  
Overland Park, KS 66251-2020  
Attn: Real Estate Attorney

4. General Terms and Conditions.

a. All capitalized terms used in this Amendment, unless otherwise defined herein, will have the same meaning as the terms contained in the Agreement.

b. In case of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained in this Amendment, the terms and conditions herein will control. Except as set forth herein, all provisions of the Agreement are ratified and remain unchanged and in full force and effect.

c. This Amendment may be executed in duplicate counterparts, each of which will be deemed an original.

d. Each of the parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this Amendment.

**\*\*\*SIGNATURES ON FOLLOWING PAGE\*\*\***

The parties have executed this Amendment as of the Effective Date.

APPROVED AS TO  
FORM:



Eric J. Nisley  
Wasco County District  
Attorney

**Lessee:**  
Washington Oregon Wireless Properties, LLC, an  
Oregon limited liability company

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Lessor:**  
Wasco County

By: \_\_\_\_\_  
Printed: \_\_\_\_\_  
Title \_\_\_\_\_  
Date: \_\_\_\_\_



[see attached]

**Discussion Item**  
**Staff Introduction**

- [No documents have been submitted for this item](#)  
[– RETURN TO AGENDA](#)

## **Discussion Item**

### **FISMA Attestation**

- [Staff Memo](#)
- [IS E-mail](#)
- [FISMA Attestation](#)



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**MEMORANDUM**

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**TO:** BOARD OF COUNTY COMMISSIONERS  
**FROM:** KATHY WHITE  
**SUBJECT:** FISMA ATTESTATION  
**DATE:** 10/29/2014

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**BACKGROUND INFORMATION**

At the 10.1.2014 session, the Board approved a contract with BPA to provide weed control services. The original intent of BPA was to also have the FISMA Attestation signed at the same time. However, they had an incorrect email address for me and the document did not make it to my inbox. The omission was not discovered until the signed contract reached BPA's office without the companion attestation. They have asked that the Board provides this attestation as part of their efforts to meet Federal privacy requirements. IS assures me that we meet and far exceed the requirements to which you will be attesting – see email included in Board Packet.



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

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## Meeting Federal Standards

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**Paul Ferguson** <paulf@co.wasco.or.us>  
To: Kathy White <kathyw@co.wasco.or.us>

Fri, Oct 17, 2014 at 9:06 AM

Yes Kathy we can attest to either one of these. FISMA is lower then the FIPS standard which is what the CJIS audit requires for the sheriff's office and the rest of the county meets this requirement.

Thanks,

Paul Ferguson  
Interim Director of Information Systems  
Wasco County  
511 Washington St  
Suite B16  
The Dalles, Or 97058  
(541) 506-2554  
[paulf@co.wasco.or.us](mailto:paulf@co.wasco.or.us)  
[Quoted text hidden]

## FISMA- ATTESTATION

*Updated March 5, 2014*

### Attestation of Security Controls for Federal Information

Information that will be provided to the vendor or that the vendor is collecting on BPA's behalf may include sensitive information, such as personally identifiable information about individuals, non-public information about archeological or cultural resources, non-public information about threatened or endangered species, non-public information about BPA facilities, or other information BPA considers sensitive. The information that will be provided to the vendor or the vendor is collecting on BPA's behalf, has a rating of **low** under the FIPS 199 Standards for Security Categorization of Federal Information and Information Systems. This requires the vendor to protect BPA information using the NIST 800-53rev3/4 Security and Privacy Controls for Federal Information Systems and Organizations for a **low** rated system. These controls address a variety of access, maintenance and other measures to ensure that the vendor has appropriate control of, and protection for federal information.

The vendor shall attest that they are protecting BPA information commensurate with NIST 800-53rev3/4 security controls for a low data categorization (see Appendix D and E of NIST 800-53/rev 3/4). If the vendor is using this standard, please provide attestation to NIST 800-53rev3/4. Many private organizations use ISO-27001:2005/2013 (ISO/IEC 27001:2005/2013 – Information technology – Security techniques – Information security management systems – Requirements). If the vendor is using this standard, please provide attestation to ISO-27001:2005/2013.

The attestation will be required of the selected vendor. The attestation must be from an authorized official of the vendor. The attestation can be in the form of a letter or memorandum, and must include the following information; in addition, the attestation must be provided on a yearly basis:

### Attestation of Security Controls for Federal Information:

Name of Vendor: Wasco County Weed & Pest Dept.

Name of Authorizing Official: Scott C. Hege

Position of Authorizing Official: Chair, Wasco County Board of Commissioners

\_\_\_\_\_ hereby attests that \_\_\_\_\_ will  
protect BPA information commensurate with: [SELECT ONE]

\_\_\_ NIST 800-53rev3/24 for a low data categorization OR  
\_\_\_ ISO-27001:2005/2013

Signature of Authorizing Official: \_\_\_\_\_ Date: November 5, 2014

Approved as to Form

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



**Discussion Item**  
**Wolf Depredation Compensation Committee**  
**Resolution**

- [Resolution #14-024 Forming WDCC](#)

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

IN THE MATTER OF ESTABLISHING            )  
A WOLF DEPREDATION                        )     RESOLUTION  
COMPENSATION COMMITTEE                 )     #14-024

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

WHEREAS, the 2011 Oregon Legislature adopted House Bill 3560 which directed the state Board of Agriculture to establish a wolf depredation compensation program; and

WHEREAS, the Oregon Department of Agriculture adopted the Administrative Rules for the Wolf Depredation Compensation and Financial Assistance Grant Program; and

WHEREAS, OAR 603-019-0010 and 603-019-0015 require county governments to establish an advisory committee in order to be eligible to participate in the grant program.

NOW, THEREFORE, THE WASCO COUNTY BOARD OF COMMISSIONERS  
HEREBY ESTABLISHES a Wolf Depredation Compensation Committee as follows:

1. Membership on the committee shall include:
  - a. One County Commissioner
  - b. Two members who own or manage livestock; and
  - c. Two members who support wolf conservation or coexistence with wolves;  
and
  - d. Two county business representatives agreed upon by the above County  
Commission appointed members.
2. Advisory Committee appointments shall be for a period of three years with initial  
appointments staggered to provide for constancy on the committee.
3. The purpose of the committee will be to fulfill the requirements of OAR 603-  
019-015 which include:
  - a. Establish compensation rates for death or injury to livestock or working  
dogs attributable to wolf depredation that are based on fair market value.
  - b. Establish compensation rates for missing livestock attributable to wolf  
depredation.
  - c. Review requests for compensation for compliance with the Oregon  
Administrative Rules and the Wasco County Wolf Depredation  
Compensation Program.

- d. Recommend fund distribution based on the Oregon Administrative Rules  
and the Wasco County Wolf Depredation Compensation Program.

DATED this 5<sup>th</sup> day of November, 2014.

WASCO COUNTY  
BOARD OF COMMISSIONERS

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Scott C. Hege, Commission Chair

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Rod L. Runyon, County Commissioner

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Steven D. Kramer, County Commissioner

APPROVED AS TO FORM:

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Eric J. Nisley  
Wasco County District Attorney



**WASCO COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION  
NOVEMBER 5, 2014**

**CONSENT AGENDA**

1. [10.15.2014 Regular Session Minutes](#)
2. [10.16.2014 Town Hall Meeting Minutes](#)
3. [10.27.2014 Special Session Minutes](#)



WASCO COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION  
10/15/2014

PRESENT: Scott Hege, Commission Chair  
Rod Runyon, County Commissioner  
Steve Kramer, County Commissioner  
STAFF: Tyler Stone, Administrative Officer  
Kathy White, Executive Assistant

At 9:00 a.m. Chair Hege opened the Regular Session of the Board of Commissioners with the Pledge of Allegiance. The following addition was made to the Discussion List:

- Road Surveyor Position

<b>Discussion List – Road Surveyor Position</b>
---

Mr. Stone said that Wasco County Road Surveyor Lyle Stevens is retiring; as that date approaches, there has been consideration of the possibility of combining the positions of County Surveyor and Road Surveyor. He stated that there is potential for that although not everyone is convinced it is the right solution. One scenario is to replace the Road Surveyor position and work that into doing some of the County Surveyor duties to narrow the County Surveyor position. He added that in order to make it more efficient and get down to one position, the Road Department would need to purchase \$25,000-\$30,000 worth of equipment which would allow a 2-person job to be a 1-person job. He advised that if the intention is to keep both surveyor positions, the equipment does not make sense; however, if the intention is

WASCO COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION  
10/15/2014  
PAGE 2

to downsize, then the purchase is justified.

Some discussion ensued regarding the current work relationship between the two positions. Public Works Director Marty Matherly stated that they do go out alone but get help as needed. Project Manager Arthur Smith explained that the current EDM is a viable piece of equipment for a multi-person crew. The robotics in the proposed equipment is not new technology, but it allows the work to be done by one person. He said that the top applicant for the Road Surveyor position is proficient with the robotic equipment.

Mr. Stone said that this information provides background for the request being made today. He stated that Mr. Matherly has the authority to hire at Step 2. Mr. Matherly is asking to hire the new Road Surveyor at Step 6 which is one step below the top step. Mr. Stone said with the candidate's experience, that range is justifiable. Mr. Matherly added that the individual is skilled – right along with the level of the current Road Surveyor who is above scale. Mr. Smith stated that he will be a great person to work with and is turn-key.

Finance Director Monica Morris said that she has been talking about this with Mr. Matherly throughout the process; the steps in the salary structure allow for the consideration of experience, education and skillset. The candidate, Brad Cross, has demonstrated that he has those. She added that if he came from another area, she would not support the increase step as he would have to learn the area but he is already familiar with Wasco County. She cautioned that he must understand that he is close to maxed out at Step 6.

Chair Hege asked if there is any impact to the budget. Ms. Morris said that Mr. Matherly has the funding for this. Mr. Matherly added that Mr. Cross is ready to start work on Monday, October 20<sup>th</sup>.

Commissioner Kramer asked that in the future when a complicated issue is being discussed that he receives information earlier in the process so he can be more informed and have time to explore the issue.

Chair Hege asked what the normal procedure is. Ms. Morris replied that the policy states that any hire above Step 2 goes to the Administrative Officer who can decide

on his own or choose to bring it to the Commission.

Mr. Matherly noted that Shop Supervisor Dan Sanders will be leaving November 1<sup>st</sup> and he will also be asking to hire above Step 2. Mr. Stone interjected that he only got that material yesterday and would like to table that discussion until he has had more time to gather information.

Chair Hege asked for Mr. Stone's recommendation regarding the Road Surveyor. Mr. Stone stated that he would move forward, but wanted to make sure the Board is informed. Mr. Matherly agreed saying that once Mr. Cross is settled in, they can get his input for the possible equipment purchase. Mr. Smith said that while they acknowledge the plan, it is hard to assess the combining of the positions when both are filled.

Chair Hege asked if they believe Mr. Cross is capable of doing additional functions. Mr. Matherly replied that Mr. Cross is very skilled. Chair Hege observed that one person cannot do the work of two, so there would be service reductions as a result of combining the positions; however, we must face the budget challenges. He added that the market survey will increase wages over time.

Commissioner Runyon asked if the robotic equipment will come up for consideration in the next budget cycle. Mr. Matherly replied that they will continue to research it and may bring it to the next budget session.

**\*\*\*The Board was in consensus to authorize the hiring Mr. Cross as the Road Surveyor at Step 6.\*\*\***

<b>Discussion List – IGA 143684 Amendment 3</b>
---

District Attorney Eric Nisley explained that this is an amendment to the Title IV funding expanding the not-to-exceed amount. He explained that when he first got this, he did not realize it was a new agreement. He stated that Senior Deputy District Attorney Wolf spends hours documenting her time in order to receive this funding.

Ms. Morris added that this is just greater revenue. the expense is already budgeted; this compensates for some of her wages.



**{{{Commissioner Kramer moved to approve the State of Oregon Intergovernmental Agreement 143684 Amendment 3. Commissioner Runyon seconded the motion which passed unanimously.}}}**

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

Chief Deputy Lane Magill referred to his memo included in the Board Packet. He said that they already have “homes” for a couple of the vehicles but they have to be surplussed before any action can be taken. Ms. Morris asked if any of them are being given away. Chief Deputy Magill replied that they will all be sold.

**{{{Commissioner Runyon moved to approve Order # 14-081 surplussing County vehicles. Commissioner Kramer seconded the motion which passed unanimously.}}}**

#### **Discussion List – Transition Facilitator**

Mr. Stone explained that he is bringing this issue to the Board for input; no decision will be needed. He said that as staff is working on transitioning AFSCME employees to non-represented employees. He stated that a group composed of both former AFSCME members and non-represented employees has been formed. Mr. Stone stressed the importance of getting this right to prevent another union from coming into the County. He said there have been some informal meetings to form the group but he cautioned that talking about people’s benefits and wages is personal and discussions around that can be emotionally charged. He said he would like to bring in a facilitator to lead the group. He said that it is an expensive process but compared to the legal fees spent working with unions, it is a good investment. He said he is asking the Board if that is something they would support.

Commissioner Kramer asked what the cost would be for the facilitator. Mr. Stone said that the facilitator he has talked to charges \$225 per hour. He noted that the union attorney is \$325 per hour.

Commissioner Runyon asked how much of Mr. Stone’s time this will take. Mr. Stone responded that due to the importance of the process he will have to initially be involved. He added that it is his intention that this group and the Employee Benefits Advisory Committee be employee-led groups. Commissioner Runyon stated that he would not want to see the Administrator placed in a bad position between the two

groups; it would be advantageous to have a facilitator.

<b>Agenda Item - Fort Dalles Museum Report</b>
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Eric Gleason, President of the Wasco County/City of The Dalles Museum Commission, and Museum Director Paula Kuttner came forward to present the Museum's Annual report. Mr. Gleason said that the Museum Commission is pleased to have the museum become more integrated with the County. He noted recent changes to the Museum Commission with long time member Sam Woolsey retiring from the Commission and the passing of another long-time member, Robert Carson – both of whom reminded us all that history is important to the future. New members, Delia Thompson and Trish Neal have brought new energy and new ideas. He added that they are currently without a treasurer (a city appointed position) and have lost a couple of docents, but they are managing. Mr. Gleason went on to review the report included in the Board Packet.

Ms. Kuttner provided a spreadsheet listing the Museum revenues for fiscal year 2013-2014 and 2014-2015 (attached). She explained that the handwritten notes are the first three months of the 2013-2014 fiscal year to provide a comparison with the first three months of the current fiscal year; the highlighted items indicate cruise ship admissions to demonstrate the impact of the tours. The cruise ships did not begin running until September of last year; they ran the entire season this year.

Ms. Kuttner stated that one of the challenges of the cruise ships is that they allow the passengers to determine the in-town tour destinations. This means that the museum must staff for each cruise ship coming through but will only randomly be selected as an in-town destination. She stated that they had four of these last-minute cancellations this season. In response to this challenge, Museum staff is planning to develop more specialized volunteer training.

Chair Hege noted that the Museum is closed in December and January. Ms. Kuttner said that they occasionally open for pre-arranged tours during those months. In the last two years, they have used those months to work on special projects at the Museum.

Ms. Kuttner said they are trying to track from where Museum visitors are coming; not everyone signs the guest book, so the numbers are just a sampling. She hopes to

have that data included in next year's report.

Mr. Stone commended the Museum Commission and staff for the work they have done to integrate more fully with the County and address some challenging procedural issues.

Chair Hege noted that the Fort Dalles Museum is the oldest operating Museum in Oregon. He suggested that the annual report be made available on the Museum website.

<b>Agenda Item – Home at Last Request (HAL)</b>
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Chair Hege explained that the County has had a long relationship with Home at Last and the two entities continue to work together. Currently, the work centers on the shelter facility. He stated that the County is interested in HAL's continued success and will continue to work with them. He reminded everyone that a group had been formed to explore options and the HAL letter in the Board Packet is a response to the recommendation of the exploratory group. The group wanted to go forward with a 20 year lease and the HAL Board is looking for something else.

Diana Bailey, President of Home at Last, said that she and another HAL board member had met with Commissioner Kramer and Mr. Stone. The group decided to remove the deed from the discussion and look at the long-term lease and determine what would be best for both entities. The changes to the lease recommended by the group were to set the term of the lease at 20 years and extend the termination clause from 90 days to 6 months. Those recommendations were rejected by the HAL Board whose goal is to obtain the deed and replace the current facility.

Chair Hege asked for comments from the audience.

Bridget Bailey asked if the inventory of county properties, discussed at a previous meeting, had been pursued. Chair Hege replied that they had looked at the County-owned properties; with the exception of the 10<sup>th</sup> Street property, there really isn't anything large enough in or close to The Dalles. Diana Bailey added that there are also zoning issues to be considered.

Bob Francis, HAL Board member, asked why ownership had been taken off the

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table when the group began to explore options. Mr. Stone said that he had stated that he was not in support of the deed transfer and wanted to find a way to craft a long-term lease that would work. Commissioner Kramer interjected that the constituents he has heard from do not want the County to give away the land which is why he wanted it off the table. He said that in looking at Mr. Hutchinson's report, only one question was asked of grantors which did not paint a complete picture.

Ken Polehn stated that he supports HAL but is also a tax payer and believes the County should retain ownership of the property and provide HAL with a long-term lease.

DA Nisley pointed out that this is an emotional issue. He reminded the group that it used to be a kill-shelter. There are advantages to the community to have a no-kill shelter – the volunteers do the work because they believe in it; you cannot buy that kind of passion. He cautioned that how the Board proceeds can have a long-term impact on the community; having HAL run the shelter has been good for the County.

Chair Hege asked Diana Bailey if any dogs are euthanized at HAL. Ms. Bailey responded that they are; HAL is a high-save shelter. She explained that they do a behavioral and health assessment to determine whether or not to euthanize.

Chair Hege said for him the issue of lease vs. deed is not paramount; the important consideration is HAL's success. From a County perspective, HAL provides a benefit that is important to both the County and the City of The Dalles. The cell tower located on the property provides revenue to the County and we want to reserve the right to expand that. He stated that he would not be in support of HAL using the property as collateral as he would not want the property to revert to the County encumbered. He said that the reversionary clause is important as well as the possibility of euthanasia for law enforcement.

Diana Bailey stated that HAL has the same concerns and wants to work as a team to address those concerns. She added that there is no intent to remove the law-enforcement piece.

Chair Hege asked Commissioner Kramer if he had talked to one of the funding



WASCO COUNTY BOARD OF COMMISSIONERS  
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agencies. Commissioner Kramer replied that he had. He reported that the agency representative had been asked only one question. He said he asked if a long-term lease agreement with a private/public partnership with zero funding would be considered stable for grant funding. The agency representative had replied that her agency would consider that very stable and would definitely consider funding on that basis. He went on to say that this a vital service and he supports working together toward a solution but there are still too many questions for him to make this decision now: Does HAL have a business or building plan? Why are HAL Board meetings invitation only; where is the transparency? Has the project been listed with Agora?

Chair Hege asked Diana Bailey what would be her best-case scenario. Ms. Bailey replied that she would like for HAL to not have to exist but realistically, she wants HAL to be able to continue to serve. It is clear that the current building is no longer meeting the needs of the community. She hopes to use population growth predictions to make the new building large enough to meet current and future needs. She asked for the Board's support in achieving that goal.

Commissioner Runyon said that he was involved with HAL when it was still located on 2<sup>nd</sup> Street and has continued to be involved when he came to the Commission. He said that for a time, he and Mr. Stone attended almost every HAL meeting. He said that the cell tower is an important consideration and the City/County partnership is important as both are required to provide animal control. In addition, the agreement would have to include language prohibiting the use of the land as collateral. He said he believes it is up to HAL to manage their staff and resources. He said he has not found a compelling reason to not deed the property over to HAL. He said there are many things that will need to be addressed in an agreement and he would like to have some of Commissioner Kramer's questions answered before going forward. He said that his primary concern is that HAL continue to operate – the County does not want to take back direct management of the animal shelter.

Commissioner Kramer restated that he thinks there are still questions to be answered. If forced to choose today, he would favor a lease but is really not ready to make that decision today.

Commissioner Runyon suggested that a committee be formed to work out the details of deeding the property over with a reversionary clause. Diana Bailey stated that

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HAL's intent today is to get direction. HAL wants to work in the direction of a deed, but if the Board chooses to do a long-term lease, HAL still wants to partner. She added that there are maintenance issues in the current building which HAL will not want to fund without owning the property – the County will have to bear that cost. Mr. Stone pointed out that the County does not charge rent – the cost savings should help pay for maintenance.

Chair Hege said that the Board is entrusted with representing the tax-payer and he does not think giving the land away is something to be taken lightly. He pointed out that the service provided by HAL is of great value and both the deed and the lease can continue that service. He observed that in either case, the County will get the land back should HAL fail.

Diana Bailey pointed out that HAL has 14 years of history with a dedicated staff, board and community. She said that HAL has had its struggles but has also had great successes.

Commissioner Kramer moved to go forward with a long-term lease. The motion died with no second.

**{{{Commissioner Runyon moved to proceed with the transfer of deed and title with the next step to be to work out the details with a group composed of HAL and County representatives. Chair Hege asked for clarification – sale agreement or deed transfer? Commissioner Runyon stated that it should be determined by the group assigned. Mr. Stone said he could have an attorney draw up the documents. Chair Hege seconded the motion.**

DISCUSSION

Commissioner Runyon said that he hopes the County will be invited to attend future meetings of the HAL Board. He said that he believes the citizens know that the City, County and HAL have worked well together. The Board of Commissioners will still want to hear reports.

Chair Hege asked if the HAL Board meetings are closed. Diana Bailey replied that they are but she is open to negotiating a change to that. Chair Hege commented that

the better scenario is to be open and transparent.

Mr. Polehn said that the City of the Dalles has a lot at stake and should be included in the group moving this forward. Chair Hege agreed.

**The motion passed unanimously.}}**

<b>Consent Agenda – 10.1.2014 Regular Session Minutes</b>
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**{{{Commissioner Kramer moved to approve the Consent Agenda.  
Commissioner Runyon seconded the motion which passed unanimously.}}}**

Chair Hege called for a break at 11:04 a.m.

The Session reconvened at 11:08 a.m.

Chair Hege recessed at 11:08 and moved into Executive session in accordance with ORS 192.660(2)(d) – Labor negotiator Consultations.

At 11:45 a.m. Chair Hege returned to the regular session and called for a lunch recess.

At 1:06 p.m. Chair Hege reconvened the regular session and recessed to continue the Executive session.

At 3:03 p.m. reconvened the regular session and adjourned.

<b>Summary of Actions</b>
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**Motions Passed**

- **To approve the State of Oregon Intergovernmental Agreement 143684 Amendment 3.**
- **To approve Order # 14-081 surplussing County vehicles..**
- **To proceed with the transfer of deed and title with the next step to be to work out the details with a group composed of HAL and County**

**representatives.**

- **To approve the Consent Agenda – 10.1.2014 Regular Session Minutes.**

**Consensus**

- **To authorize the hiring Mr. Cross as the Road Surveyor at Step 6.**

WASCO COUNTY BOARD  
OF COMMISSIONERS

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Scott C. Hege, Commission Chair

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Rod L. Runyon, County Commissioner

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Steven D. Kramer, County Commissioner



WASCO COUNTY BOARD OF COMMISSIONERS  
TOWN HALL  
10/16/2014

PRESENT: Scott Hege, Commission Chair  
Rod Runyon, County Commissioner  
Steve Kramer, County Commissioner  
STAFF: Tyler Stone, Administrative Officer  
Kathy White, Executive Assistant

At 5:30 P.m. Chair Hege opened the Town Hall Meeting being held in the Tygh Valley Community Center – 57594 Tygh Valley Road, Tygh Valley, OR. He welcomed everyone to the meeting and explained that the Board was there to listen to their ideas and concerns. He said that it had been communicated to him that there have been questions about what a Commissioner does.

He explained that Wasco County Commissioner is a paid position earning \$38,000 for half-time employment. A Commissioner is a public servant with the Administrative Officer being the only position under the Board's control. A Commissioner's primary purpose is to advocate for the citizens and the County – for cities and districts within the County. Commissioners interface with local, state and federal governments on behalf of the County. As an example, the Forest Service has a lot of land in the County and is looking at all the forest roads for possible closure; the Board advocates for the County's interest in that process.

Chair Hege went on to say that the Board sets policy and the Administrative Officer implements those policies. Commissioners also serve on a variety of Boards, i.e.,



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NORCOR, Center for Living, MCCOG. He explained that Wasco is a general rule county with 3 at-large commissioners, each charged with representing the entire county.

Commissioner Kramer announced that in regard to proposed forest land road closures, there will be a public meeting on October 23<sup>rd</sup> at 5:30 p.m. at the Barlow Ranger Station. He said Chair Hege summed up the job well adding that the Board tries to stay on top of what is coming in from the State and Federal governments and each commissioner encourages citizens to communicate with them.

Commissioner Runyon said that the Board believes a big part of the job is community outreach. He said this would have been his fifth meeting of the day – the more the Board interacts with the citizenry, the more they understand the needs of the community. He said the Commissioners are not just names in the paper – they want you to get to know them and they want to hear all sides of an issue. He said that at some point they have to make a decision on any given issue and to make the best decision they need all the information and all viewpoints. He said that just today a citizen approached him and he was able to make the connections that allowed him to bring wood into town for distribution to those in need. He added that the Commissioners also do marketing for the County.

Chair Hege asked for questions from the audience.

One citizen asked for the reasons behind the forest land road closures. Commissioner Kramer replied that it is water quality and erosion; most of the proposed closures are next to streams. Chair Hege added that the Forest Service wants to hear from the public. The citizen commended all three Commissioners for their involvement in the South Wasco Alliance (SWA).

Frank Kay asked what the annual Wasco County revenue from property taxes is. Chair Hege replied that the total annual budget is approximately \$36 million; \$7 million of that comes from property taxes. Commissioner Runyon noted that a lot of the \$36 million is pass through money; the actual operating budget is \$11 - \$12 million.

Jack Archer asked if the school budget is separate from the County budget. Chair

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Hege replied that the School Districts' money is directed to them; all the Districts are separate. The County receives \$4.25 per thousand of the assessed value of property.

Anna Nolan thanked Commissioner Runyon for the hand-out listing what Commissioners do. Commissioner Runyon explained that the white list is what the County is responsible for providing, some of the items on that list are contract out, i.e. Home at Last provides the animal shelter.

Mike Davis echoed the appreciation for the Board's involvement with SWA and asked how the Board manages the budget process. Chair Hege replied that they budget much like other public entities. The Commissioners serve on the Budget Committee along with three appointed citizens. More money can be taken in than is budgeted but it cannot be spent without a supplement to the budget. He explained that the process changed about four years ago – prior to that it had been a very chaotic process in which everyone in the County would come before the committee to plead their case. He said that now there is a leadership team made up of the Budget Officer, the Administrative Officer and one Commissioner. Each department director meets with the leadership team and works with them to craft their department's budget. From those meetings is crafted a draft budget which is presented to the Management Team – all directors and managers in the County – to hash out the details. Each department can make a case to the Management Team for what they believe is important. When that process is complete, the budget goes to the Budget Committee for final consideration. He said they have found that it is better for the directors to come together to discuss their needs; if there is a director who still believes strongly, they can come before the Budget Committee and continue to advocate for that.

Commissioner Runyon stated that this process really helps to bring the team together to understand one another's needs and challenges and it also builds in accountability along the path.

Mr. Davis asked if this is an annual process. Chair Hege replied that a budget must be adopted by June 30<sup>th</sup> each year. He added that the process begins shortly after the start of the calendar year.

A citizen asked how much money is spent south of The Dalles and how would

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anyone advocate for funding for projects.

Chair Hege said that he was not sure he could accurately respond. He said that not much County work is done within the cities of Wasco County. The bulk of County work is done outside of the cities, including The Dalles. For instance, Center for Living has 100 employees and, while they are based in The Dalles, their work is done throughout the County. As far as advocating, he encouraged the citizen to contact a Commissioner.

Mr. Stone interjected that people need to understand that the County is not a granting agency with funds set aside for projects.

The citizen said that residents have concerns about safety in the south County community and asked how they could advocate for more patrols in the southern part of the County.

Chair Hege said that is a great example of a time to call a Commissioner. He also pointed out that Wasco County has an elected Sheriff who is the person in law enforcement who can make a difference. Through those discussions we may find that we need another officer and we would have to look at how we could fund that.

Commissioner Runyon noted that when he and Chair Hege were elected they were able to add 1.5 full-time deputies. However, he pointed out that the Sheriff has final authority as to how those deputies are deployed.

Mike Davis said that a grant from the Governor to promote economic development in rural areas will conclude soon with recommendations; the County should look at that. He noted that the County does not have a long-term strategic planner. He believes those skills are important to be able to adopt a strategy to bring economic development. He asked how citizens can affect that.

Chair Hege replied that the first step was bringing it to the Board as Mr. Davis has just done. He asked if Mr. Davis has talked to the Planning Department. Mr. Davis said he had. Chair Hege said the challenge is always the budget and right now the roads are the biggest challenge faced by the County. He said that the first Google project will come on soon and there are other things that might provide more

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resources but might be more controversial.

Mr. Davis asked if there is an ethics issue in asking a 501-3C to donate half the salary of a long-term planner. Commissioner Hege said he thinks that might be possible – if there are people who want to help, we can find a way to let them do that. He said grants would be another good way. He stated that there are a lot of changes to the County LUDO that need to happen but the Planning Department is short-staffed. He said the biggest challenge isn't the day-to-day, it is hiring more staff which is an ongoing rather than one-time expense.

Commissioner Runyon said that a long-term planner might be a good topic for the Regional Solutions team – that takes it right to the Governor. He said they do listen. Right now they are working on broadband.

Mr. Davis asked where most of their time is spent. Commissioner Runyon replied that each commissioner has assigned committees and each has personal interests – for instance, he is the “veterans” guy, Chair Hege’s interest lies with land use and urban renewal, and Commissioner Kramer is working on waste issues along with many other things. We also spend time in our offices.

Commissioner Kramer responded that at 7:30 a.m. he met with the Road Surveyor followed by the Planning Director, then called the Marine Board. He said he works with Public Health, seniors and kids. He stated that he put in 39 hours this week with an additional 2-3 hours of reading each night. He said he has spent a lot of time in the weeds as he learns.

Ken Polehn, member of the Fair Board, announced that last year was the 100<sup>th</sup> anniversary of the Wasco County Fair at Hunt Park. He said that during the last legislative session, the State Legislature recognized that with a resolution. He presented the Board with a framed original of the resolution to hang in the Courthouse along with a memorial postcard postmarked with a special commemorative stamp. He stated that a monument was built at the Fair Grounds. The Board thanked him for the beautifully framed resolution and all the hard work of the Fair Board.

Mr. Polehn announced that the Fair needs a grand marshal for next year and is

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extending that to groups. He said that if anyone knows someone or some group that is making a difference, please contact the Fair Board.

Chair Hege thanked everyone for their attendance and input and closed the town hall at 6:40.

WASCO COUNTY BOARD  
OF COMMISSIONERS

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Scott Hege, Commission Chair

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Rod Runyon, County Commissioner

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Steve Kramer, County Commissioner



# SHARED STATE-COUNTY SERVICES

## SERVING THE CITIZENS OF OREGON

HEALTH & HUMAN SERVICES	PUBLIC SAFETY	NATURAL RESOURCES & RECREATION	TRANSPORTATION, LAND USE & ECONOMIC DEV.	OTHER COMMUNITY SERVICES
Child Protection	Appellate Court	State Parks	State Highways	Administrative Services
Housing	State Police	State Lands	State Fair	Assessment & Taxation
Mental Health Hospital	State Prison	Water Regulation	Land Use Planning & Coord.	PERS
Aging/Senior Services	Attorney General	Wildlife Regulation	Land Use Permitting	Employee/Labor Relations
Alcohol/Drug Treatment	Trial Courts	County Forest Trust Lands/ State Forest Management	Highway & Road System	Elections
Alcohol/Drug Prevention	District Attorney	Habitat Restoration	Senior & Disabled Transport.	Extension Service
Children & Families Svcs.	911/Emerg. Communications	Wildlife/Predator Control	Energy Development	Telecommunications
Dev. Disabled Services	Emergency Management	Federal Land Policy	Engineering	Administrative Services
Mental Health Services	Homeland Security	Noxious Weed Control	Building Permits & Inspection	Procurement
Oregon Health Plan Svcs.	Community Corrections	Watermaster	Economic Development	Recording Public Documents
Veterans Services	Court Security	County Forest Management	County Fair	County Library
Public Health Services	Juvenile Services	County Parks	Infrastructure Development	County Museums
Environmental Health	Marine Patrol	Vector Control	Surveying	County Service Districts
Housing Services	Drug Courts	Soil & Water Conservation	County Transportation System	
Medical Examiner	County Law Library			
Emergency Planning and Response	Sheriff Patrol			
Solid Waste Management	Animal Control			
Recycling Programs	Justice Courts			
	Search and Rescue			
	County Jail			

Green = State-Provided Services   Red = State/County-Shared Services   Blue = County-Provided Services



Directly supports schools/education

## WHAT DO COUNTY GOVERNMENTS DO?

(in general)

Animal Control

Surveying

Soil and Water Conservation

County Parks

County Museum

Law Library

Sheriffs Patrol

Search and Rescue

Public Documents and Records

Public Health

Solid Waste Management

Elections

Building Services

Roads

County Library

Vector Control

Assessment and Taxation

Capital Projects

County Forest

County Jails

Justice Courts

Recycling

Mental Health

Medical Examiner

Code Enforcement

County Fairs



WASCO COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION  
10/27/2014

PRESENT: Scott Hege, Commission Chair  
Rod Runyon, County Commissioner  
STAFF: Kathy White, Executive Assistant  
ABSENT: Steve Kramer, County Commissioner  
Tyler Stone, Administrative Officer

At 9:02 a.m. Chair Hege opened the Special Session of the Board of Commissioners with the Pledge of Allegiance.

**Agenda Item – Columbia Basin Care Facility Cooler Repair Estimates**

Facilities Manager Fred Davis explained that a leaking/failing pipe over a walk-in cooler at the Columbia Basin Care Facility (CBCF) had damaged the cooler which will need to be replaced. He said that the need is urgent as the secondary cooler at the facility does not have the capacity to meet their needs. The facility administration went forward with clean up and demolition prior to the insurance companies' determination of responsibility (County or Columbia Basin). He stated that the demolition contractor was exceptionally low-cost and he does not see it as an issue.

Mr. Davis reported that CBCF had gone forward with Design Structures for the intermediate procurement process. Design Structures obtained quotes from three vendors which meets County requirements for contracting. The three quotes are in the Board packet; Curtis, at a total bid of \$38,670, is the lowest and is the recommendation of both Mr. Davis and Design Structures. The CIS adjuster valued

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the loss at \$36,849.73; after the County's deductible of \$5,000, CIS will pay \$31,849.73.

Geoff Gerding, Assistant Executive Director of CBCF, stated that he is comfortable with the selection of Curtis – Design Structures has worked with them before and is confident in their work.

Mike Courtney, CBCF Board Member, stated there will be no net cost to the County; Columbia Basin Care Facility will pay the deductible and any overrun costs associated with the project as well as the cost of plumbing repairs. He said it is critical that the work be done and a new cooler installed as quickly as possible.

Chair Hege asked Mr. Davis if this follows the County process. Mr. Davis replied that it does – since Design Structures had already obtained the three quotes, there was no need to declare an emergency for direct contracting. He added that he will work with Finance Director Monica Morris as to how the money will come in and go out. Ms. White stated that she had spoken with Ms. Morris this morning – once the money is received from CIS, she will bring an accept and appropriate resolution to the Board for approval.

Commissioner Runyon said that he is pleased that CBCF is willing to pay costs over the amount of the insurance settlement. He asked Mr. Davis if the process has been reviewed with CBCF for any future occurrences. Mr. Davis said the lease does a good job of defining the process and he has made sure that CBCF has a copy of that for their files.

**{{{Commissioner Runyon moved to move forward with the Design Structures LLC/Curtis \$38,670 proposal for the repair of structure and replacement of walk-in cooler at Columbia Basin Care Facility recommended by staff. Chair Hege seconded the motion which passed unanimously.}}}**

Further discussion ensued regarding the details of executing the proposal. Ms. White and Mr. Davis stated they would work with Ms. Morris to be sure the final document included all the elements agreed upon at this session and meets with County Counsel approval.

Chair Hege adjourned the session at 9:18 a.m.

<b>Summary of Actions</b>
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**Motions Passed**

- **To move forward with the Design Structures LLC/Curtis \$38,670 proposal for the repair of structure and replacement of walk-in cooler at Columbia Basin Care Facility recommended by staff.**

WASCO COUNTY BOARD  
OF COMMISSIONERS

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Scott C. Hege, Commission Chair

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Rod L. Runyon, County Commissioner

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Steven D. Kramer, County Commissioner

**Agenda Item**  
**Disposition of County Property**

- [Staff Memo](#)
- [Map of Sale Properties](#)
- [Property Account Summaries](#)
- [Letter from City of The Dalles](#)
- [Order #14-082 Disposing of Property](#)





## Wasco County Planning Department

*"Service, Sustainability & Solutions"*

2705 East Second St. • The Dalles, OR 97058  
Phone: (541) 506-2560 • [wcplanning@co.wasco.or.us](mailto:wcplanning@co.wasco.or.us)  
[www.co.wasco.or.us/planning](http://www.co.wasco.or.us/planning)

To: Board of County Commissioners ("Board")  
From: John Roberts, Planning Director  
Date: For November 5, 2014 Meeting  
Re: Disposition of County Properties

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**Background:** As you are aware, the county owns hundreds of property in unincorporated and incorporated areas. Ownership of said properties is a result of surveying errors, Department of Revenue remapping or foreclosure process. Disposition or sale of most of these properties is important for the county to consider as the majority of the properties have no value to the public.

Two properties owned by the county, within city limits, were recently the center piece of an access issue involving four property owners (map attached). The property owners successfully participated in a mediation process with Six River Mediation to identify steps to resolve the issue. The next step in correcting the access issue is for the county to convey the properties (specifically to Daren & Marilyn Whitbeck and Gary & Beth Harn).

When a county sells property it typically goes through a sheriff's sale at auction for default for tax foreclosed lands. There is an exception, however, that often is used for this type of situation. ORS 275.225 permits the governing body to authorize sale sell any land, including tax foreclosed, by private sale if it meets the following criteria:

1. Real market value of less than \$15,000 on the assessment roll.
2. Not suitable for placement of a dwelling under the applicable zoning and building code.

Documents are attached to demonstrate these criteria are met.

### Next Steps:

- 1) The Board must adopt an order authorizing the sale of said properties. An order will be prepared authorizing Tyler Stone to sell the property at a price set by the Board, or a "no less than" price.
- 2) The Board shall notice the "private sale of county land" pursuant to ORS 275.225, including a description of the property, to be published in a newspaper of general circulation in the county. The notice shall also include the real market value from the assessors roll and indicate that the county has determined that the property is not suitable for a dwelling.
- 3) Not earlier than 15 days after publication of the notice, an officer or employee authorized by the Board, may sell all or part of the land at private sale at a price the governing body deems reasonable (i.e. pursuant to the Board order authorizing the sale).
  - The sale may be for cash or on a land sale contract. It is recommended that given the small value that the county sell for cash only.
- 4) The proceeds of the sale will be distributed pursuant to ORS 275.275.

Other: Dennis Morgan has agreed to represent the two property owners that have agreed to acquire the properties. Mr. Morgan will be preparing respective Residential Sale Agreement's.

Map:

**1N 13E 2 CD 500 & 1N 13E 2 CD 600**



**Legend**

	Taxlots
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This product is for information purposes only and is not suitable for legal, engineering, or surveying purposes.



# WASCO COUNTY

## Property Account Summary

As Of 6/17/2014 Status: Active

Account No.: 15753 Alternate Property Number: 01N13 E02CD00801 00  
Account Type: Real Property  
TCA: 121  
Situs Address: NO SITUS ADDRESS  
NO SITUS CITY OR 00000  
Legal: SECTION 2 TOWNSHIP 1N RANGE 13E QUARTER CD PRCL 801 MapTax Lot: 01N13 E02CD00801 00

### Parties:

Role	Name & Address
Owner	WASCO COUNTY 511 WASHINGTON ST THE DALLES OR 97058
Taxpayer	WASCO COUNTY 511 WASHINGTON ST THE DALLES OR 97058

### Property Values:

Value Name	2013	2012	2011
Assessed Value Regular (AVR)	\$113	\$100	\$100
Taxable Value Regular (TVR)	\$0	\$0	\$1
MKLND + SAMKL (MKLTL)	\$590	\$100	\$100
MKIMP + SAMKI (MKITL)	\$0	\$0	\$0
Real MKT Total (MKTTL)	\$590	\$100	\$100

### Property Characteristics:

Tax Year	Characteristic	Value
2013	Property Class Category	950: EX COUNTY VAC
	Neighborhood	302: AA3/VA2 EAST THE DALLES
	Zoning	HIGH/MED DENSITY RESIDENTIAL
	Acreage	0.010
	Year Built	1920

### Exemptions:

Tax Year	Description	Count	Amount	Assessment Basis
2013	County	1	\$113	Assessed Value Regular (AVR)
2012	County	1	\$100	Assessed Value Regular (AVR)
2011	County	1	\$99	Assessed Value Regular (AVR)

(End of Report)





# WASCO COUNTY

## Property Account Summary

As Of 6/17/2014 Status: Active

Account No.: 15430 Alternate Property Number: 01N13 E02CD00600 00  
Account Type: Real Property  
TCA: 121  
Situs Address: NO SITUS ADDRESS  
NO SITUS CITY OR 00000  
Legal: SECTION 2 TOWNSHIP 1N RANGE 13E QUARTER CD PRCL 600 MapTax Lot: 01N13 E02CD00600 00

### Parties:

Role	Name & Address
Owner	WASCO COUNTY 511 WASHINGTON ST THE DALLES OR 97058
Taxpayer	WASCO COUNTY 511 WASHINGTON ST THE DALLES OR 97058

### Property Values:

Value Name	2013	2012	2011
Assessed Value Regular (AVR)	\$567	\$500	\$500
Taxable Value Regular (TVR)	\$0	\$0	\$2
MKLND + SAMKL (MKLTL)	\$590	\$500	\$500
MKIMP + SAMKI (MKITL)	\$0	\$0	\$0
Real MKT Total (MKTTL)	\$590	\$500	\$500

### Property Characteristics:

Tax Year	Characteristic	Value
2013	Property Class Category	950: EX COUNTY VAC
	Neighborhood	302: AA3/VA2 EAST THE DALLES
	Zoning	HIGH/MED DENSITY RESIDENTIAL
	Acreage	0.020

### Exemptions:

Tax Year	Description	Count	Amount	Assessment Basis
2013	County	1	\$567	Assessed Value Regular (AVR)
2012	County	1	\$500	Assessed Value Regular (AVR)
2011	County	1	\$498	Assessed Value Regular (AVR)

(End of Report)



## CITY of THE DALLES

313 COURT STREET  
THE DALLES, OREGON 97058

(541) 296-5481 ext. 1125  
FAX: (541) 298-5490  
PLANNING DEPARTMENT

June 27, 2014

John Roberts  
Planning Director  
Wasco County  
2705 East 2<sup>nd</sup> Street  
The Dalles, OR 97058

Re: Tax Lots off Shearer

Dear John,

As you requested, I have looked at the two small tax lots off Shearer between East 10<sup>th</sup> and East 12<sup>th</sup>, tax lots 1N 13E 2CD lots 600 and 801. These lots are not buildable lots and presumably are useful only to the adjoining lots.

Please let me know if you want any additional information from the City.

Sincerely,

Richard Gassman  
Director

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

IN THE MATTER OF DISPOSING OF	)	
COUNTY PROPERTIES ACCORDING	)	ORDER
TO ORS 275.225	)	#14-082

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

IT APPEARING TO THE BOARD: That two properties owned by the County have created an access issue for four property owners; and

IT FURTHER APPEARING TO THE BOARD: That a solution to the access issue has been agreed upon by the affected property owners; and

IT FURTHER APPEARING TO THE BOARD: That to correct this issue it is necessary for the County to convey the properties to one or more of the property owners; and



IT FURTHER APPEARING TO THE BOARD: That ORS 275.225 permits the governing body to authorize sale of any land, including tax foreclosed, by private sale if it meets the following criteria:

1. Real market value of less than \$15,000 on the assessment roll.
2. Not suitable for placement of a dwelling under the applicable zoning and building code.

IT FURTHER APPEARING TO THE BOARD: That the two properties in question (see Exhibit A) meet the above outlined criteria.

THEREFORE THE BOARD OF COMMISSIONER HEREBY ORDERS: That the following two properties :

1N 13E 2 CD 500 (Acct: 15753) and 1N 13E 2 CD 600 (Acct: 15430)

be sold pursuant to ORS 275.225 for \$\_\_\_\_\_ each; and

THE BOARD FURTHER ORDERS: That the County shall notice the private sale of county land, including a description of the property, to be published in a newspaper of general circulation in the County. The notice shall also include the real market value from the Assessor's roll and indicate that the County has determined that the property is not suitable for a dwelling; and

THE BOARD FURTHER ORDERS: that County Administrator Tyler Stone be authorized to act as the County's agent in the sale of these properties; and

THE BOARD FURTHER ORDERS: that the proceeds of this sale be distributed pursuant to ORS 275.275.

DATED: this 5<sup>th</sup> day of November, 2014.

WASCO COUNTY BOARD  
OF COMMISSIONERS

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Scott C. Hege, Commission Chair

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Rod L. Runyon, County Commissioner

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Steven D. Kramer, County Commissioner

APPROVED AS TO FORM:

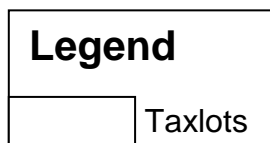
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Eric J. Nisley  
Wasco County District Attorney

## EXHIBIT A

Map:

1N 13E 2 CD 500 & 1N 13E 2 CD 600



This product is for information purposes only and is not suitable for legal, engineering, or surveying purposes.

**Agenda Item**  
**Emergency Management Performance Grant**

- [Introductory Email](#)
- [Finance Processing Form](#)
- [EMPG #14-533](#)



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

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## Fwd: FW: EMPG Grant #14-533

1 message

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**Monica Morris** <monicam@co.wasco.or.us>

Mon, Oct 20, 2014 at 9:59 AM

To: Kathy White <kathyw@co.wasco.or.us>, Kristy Beachamp <kristyt@co.wasco.or.us>

Good Morning Kristy!!

Thank you for checking. Yes, the Commissioners sign the grant. I attached the processing form and sent it all to Kathy for the next commish meeting.

Monica Morris

Finance Director

Wasco County, OR

Ph 541-506-2770

Fx 541-506-2771

----- Forwarded message -----

From: **Kristy Beachamp** <kristyt@co.wasco.or.us>

Date: Fri, Oct 17, 2014 at 3:26 PM

Subject: FW: EMPG Grant #14-533

To: Monica Morris <monicam@co.wasco.or.us>

Hi Monica,

Attached is my standard annual Emergency Management Performance Grant (EMPG) agreement. This is the grant that funds the Wasco County Emergency Management program, which includes the 50% local match. It's already in the budget for FY 14. I need to get this document signed and returned to OEM. It also needs signed off by legal counsel.

Do I need to bring it before BOCC for signature? In the past, Rick and Lane have signed off on it, but I wanted to make sure that is the correct process.

Thanks and have a great weekend!

Kristy

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**From:** Dan Gwin [mailto:[dan.gwin@oem.state.or.us](mailto:dan.gwin@oem.state.or.us)]

**Sent:** Friday, September 19, 2014 11:32 AM

**To:** [kristyt@co.wasco.or.us](mailto:kristyt@co.wasco.or.us)

**Cc:** [monicam@co.wasco.or.us](mailto:monicam@co.wasco.or.us); Kelly.Jo Craigmiles

**Subject:** EMPG Grant #14-533

Dear Kristy:

Attached please find an electronic copy of the unsigned FY 2014 Emergency Management Program Grant (EMPG) grant agreement. Please carefully review the grant agreement.

We are now authorized to accept electronic signatures (pdf versions of your authorized signature). Please print a copy of the agreement, have it signed by your jurisdiction's authorized official, scan it and email it back to me. You will be notified when we have received your signed grant agreement and once signed by the Program Manager, we will send you a fully executed copy via email once signed by OEM.

If your jurisdiction is unable to accept electronic signatures, print out two copies of the attached agreement, have both copies signed by your jurisdictions authorized official, and then submit the two (2) original signature copies of the agreement to me for processing. Once signed by the Program Manager, a fully executed agreement will be mailed back to you.

Subgrantee must execute and return the agreement to OEM in time for OEM to execute it by 90 days from date of this email. If the agreement is not fully executed by that date, the offer of this grant is withdrawn.

When we send out your copy of the executed agreement you will also receive an electronic copy of your Request for Reimbursement form (RFR) for use during the grant year.

Please ensure you do not incur any expenses prior to the start of your Grant Award Period, July 1, 2014, listed in Section 1 of your grant agreement.

Please retain a copy of this email for your grants files.

If you have any questions regarding any budget, fiscal requirement, the RFR, or the reimbursement process, please contact me.

If you have any questions regarding the grant award conditions and certifications, award period, or the EMPG, please do not hesitate to contact me or Kelly Jo. Kelly Jo will be out of the office until early October.

Regards,

Daniel E. Gwin, Accountant III  
Oregon Military Department  
Office of Emergency Management  
PO Box 14370 Salem, Oregon 97309-5062  
503.37832911 x22290  
[dan.gwin@state.or.us](mailto:dan.gwin@state.or.us)

Kelly Jo Craigmiles, CEM, ORCEMS  
Exercise Training Officer / EMAC Coordinator  
Oregon Emergency Management  
PO Box 14370, Salem, OR 97309-5062  
503-378-2911, ext. 22246 Fax: 503-373-7833  
[Kelly.jo.craigmiles@state.or.us](mailto:Kelly.jo.craigmiles@state.or.us)

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**2 attachments**



**14-533 Wasco Co.pdf**  
366K



**Proc Form Grant 14-533.docx**  
29K



# Wasco County Contract Processing Form

*To be completed prior to submission to the Board of Commissioners*

Date: 10/20/2014 Title of Contract/Agreement: Emergency Mngmt Performance Grant 14-533I

Department: Emerg Mgmt, Sheriffs Office

Responsible Staff: Kristy Beachamp, L Magill

## Information Systems

Will computer rotation be necessary ? ☐ Yes ☐ No

Will this include ☐ Software Purchase ☐ Installation ☐ Maintenance Agreement?

Will this include a licensing fee? ☐ Yes ☐ No ☐ One-time ☐ Recurring

☐ Information Systems has reviewed this agreement ☒ N/A

Notes: \_\_\_\_\_

## Facilities

Will this agreement require any ☐ maintenance work ☐ new construction?

☐ Facilities has reviewed this agreement. ☒ N/A

Notes: \_\_\_\_\_

## Finance

Is this ☐ a new service or ☐ increasing an existing service? ☒ maintaining an existing service

Dollar Value of Agreement: \$39,000

Is there a match requirement? ☒ Yes ☒ No ☐ Cash ☐ In-kind

Are these funds ☒ already budgeted ☐ need a budget adjustment? ☐ Other – Explain below  
for the 2014/15 fiscal year at \$34,000 - equal to contract for one year

Can this agreement be altered as work progresses? ☒ Yes ☐ No

Beginning date of agreement: 07/01/14

Ending date of agreement: 06/30/2015

**Notes:** Annual, reoccurring contract that allows Wasco County to have such a robust Emergency Management Program. There is no changes to this grant from previous years.

☒ **REVIEWED BY FINANCE**

**OREGON MILITARY DEPARTMENT  
OFFICE OF EMERGENCY MANAGEMENT  
EMERGENCY MANAGEMENT PERFORMANCE GRANT  
CFDA # 97.042  
WASCO COUNTY  
\$39,000  
Grant No: 14-533**

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through the Oregon Military Department, Office of Emergency Management, hereinafter referred to as “OEM,” and **Wasco County**, hereinafter referred to as “Subgrantee,” and collectively referred to as the “Parties.”

**1. Effective Date.** This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law. Reimbursements will be made for Project Costs incurred beginning on **July 1, 2014** and ending, unless otherwise terminated or extended, on **June 30, 2015** (Expiration Date). No Grant Funds are available for expenditures after the Expiration Date. OEM’s obligation to disburse Grant Funds under this Agreement shall end as provided in Section 6.b.iv of this Agreement.

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

Exhibit A: **Project Description and Budget**

Exhibit B: **Federal Requirements and Certifications**

Exhibit C: **Subcontractor Insurance**

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: Exhibit B; this Agreement without Exhibits; Exhibit A; Exhibit C.

**3. Grant Funds; Matching Funds.** In accordance with the terms and conditions of this Agreement, OEM shall provide Subgrantee an amount not to exceed **\$39,000** in Grant Funds for eligible costs described in Section 6 hereof. Grant Funds for this Program will be from the Fiscal Year 2014 Emergency Management Performance Grant (EMPG) Program. Subgrantee shall provide matching funds for all Project Costs as described in Exhibit A.

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

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

**a. Performance Reports.**

- i. Subgrantee agrees to submit performance reports, using a form provided by OEM, on its progress in meeting each of its agreed upon goals and objectives. The narrative reports will address specific information regarding the activities carried out under the FY 2014 Emergency Management Performance Grant Program and how they address identified work plan elements.
- ii. Reports are due to OEM on or before the 15th day of the month following each subsequent calendar quarter (ending on March 31, June 30, September 30, and December 31).
- iii. Subgrantee may request from OEM prior written approval to extend a performance report requirement past its due date. OEM, in its sole discretion, may approve or reject the request.

**b. Financial Reimbursement Reports.**

- i. To receive reimbursement, Subgrantee must submit a signed Request for Reimbursement (RFR), using a form provided by OEM, that includes supporting documentation for all grant and, if applicable, match expenditures. RFRs may be submitted monthly but no less frequently than quarterly during the term of this Agreement. At a minimum, RFRs must be submitted on or before 30 days following each subsequent calendar quarter (ending on March 31, June 30, September 30, and December 31), and a final RFR must be submitted no later than 30 days following the end of the grant period.
- ii. Reimbursements for expenses will be withheld if performance reports are not submitted by the specified dates or are incomplete.
- iii. Reimbursement rates for travel expenses shall not exceed those allowed by the State of Oregon. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the dates, times, and places of travel, and the actual expenses or authorized rates incurred.
- iv. Reimbursements will only be made for actual expenses incurred during the Grant Award Period provided in Section 1. Subgrantee agrees that no grant or, if applicable, match funds may be used for expenses incurred before or after the Grant Award Period.

- c. Audit Reports.** Upon request by OEM, Subgrantee shall provide OEM copies of all audit reports pertaining to this Agreement obtained by Subgrantee, whether or not the audit is required by OMB Circular A-133 as described in Section 8.c.i and ii herein.

**6. Disbursement and Recovery of Grant Funds.**

- a. Disbursement Generally.** OEM shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by OEM upon approval by OEM of an RFR. Eligible costs are the reasonable and necessary costs incurred by Subgrantee for the Project, in accordance with the Emergency Management Performance Grants guidance and application materials, including without limitation the United States Department of Homeland Security Funding Opportunity Announcement (FOA), that are not excluded from reimbursement by OEM, either by this Agreement or by exclusion as a result of financial review or audit. The guidance, application materials and FOA are available at [http://www.oregon.gov/OMD/OEM/Pages/plans\\_train/EMPG.aspx](http://www.oregon.gov/OMD/OEM/Pages/plans_train/EMPG.aspx).

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

**7. Representations and Warranties of Subgrantee.** Subgrantee represents and warrants to OEM as follows:

- a. Organization and Authority.** Subgrantee is a political subdivision of the State of Oregon and is eligible to receive the Grant Funds. Subgrantee has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Subgrantee of this Agreement (1) have been duly authorized by all necessary action of Subgrantee and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Subgrantee is a party or by which Subgrantee or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Subgrantee of this Agreement.
- b. Binding Obligation.** This Agreement has been duly executed and delivered by Subgrantee and constitutes a legal, valid and binding obligation of Subgrantee, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. No Solicitation.** Subgrantee's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- d. NIMS Compliance.** By accepting FY 2014 funds, Subgrantee certifies that it has met National Incident Management System (NIMS) compliance activities outlined in the Oregon NIMS

Requirements located through the OEM at  
[http://www.oregon.gov/OMD/OEM/Pages/plans\\_train/NIMS.aspx#Oregon\\_NIMS\\_Requirements](http://www.oregon.gov/OMD/OEM/Pages/plans_train/NIMS.aspx#Oregon_NIMS_Requirements).

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

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

- a. Records, Access to Records and Facilities.** Subgrantee shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Subgrantee acknowledges and agrees, and Subgrantee will require its contractors, subcontractors, sub-recipients (collectively hereafter “contractors”), successors, transferees, and assignees to acknowledge and agree, to provide OEM, Oregon Secretary of State (Secretary), Office of Inspector General (OIG), Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), or any of their authorized representatives, access to records, accounts, documents, information, facilities, and staff. Subgrantee and its contractors must cooperate with any compliance review or complaint investigation by any of the above listed agencies, providing them access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary. The right of access is not limited to the required retention period but shall last as long as the records are retained.
- b. Retention of Records.** Subgrantee shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for until the latest of (a) six years following termination, completion or expiration of this Agreement, (b) upon resolution of any litigation or other disputes related to this Agreement, or (c) an extended period as established under 44 CFR 13.42. It is the responsibility of Subgrantee to obtain a copy of 44 CFR Part 13 and all applicable OMB Circulars, and to apprise itself of all rules and regulations set forth.
- c. Audits.**
  - i. If Subgrantee expends \$500,000 or more in Federal funds (from all sources) in its fiscal year, Subgrantee shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR 200.21 (OMB Circular A-133). Copies of all audits must be submitted to OEM within 30 days of completion. If Subgrantee expends less than \$500,000 in its fiscal year in Federal funds, Subgrantee is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in Section 8.a. herein.
  - ii. Audit costs for audits not required in accordance with OMB Circular A-133 are unallowable. If Subgrantee did not expend \$500,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the grant.
  - iii. Subgrantee shall save, protect and hold harmless the OEM from the cost of any audits or special investigations performed by the Secretary or any federal agency with respect to the funds expended under this Agreement. Subgrantee acknowledges and agrees that any audit costs incurred by Subgrantee as a result of allegations of fraud, waste or abuse are ineligible

for reimbursement under this or any other agreement between Subgrantee and the State of Oregon.

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

- a. Subagreements.** Subgrantee may enter into agreements (hereafter “subagreements”) for performance of the Project. Subgrantee shall use its own procurement procedures and regulations, provided that the procurement conforms to applicable Federal and State law (including without limitation ORS chapters 279A, 279B, 279C).
- i. Subgrantee shall provide to OEM copies of all Requests for Proposals or other solicitations for procurements anticipated to be for \$100,000 or more and to provide to OEM, upon request by OEM, such documents for procurements for less than \$100,000. Subgrantee shall include with its RFR a list of all procurements issued during the period covered by the report.
  - ii. All subagreements, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner that encourages fair and open competition to the maximum practical extent possible. All sole-source procurements in excess of \$100,000 must receive prior written approval from OEM in addition to any other approvals required by law applicable to Subgrantee. Justification for sole-source procurement in excess of \$100,000 should include a description of the program and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
  - iii. Subgrantee shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to OEM.
  - iv. Subgrantee agrees that, to the extent it uses contractors, such contractors shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.
- b. Purchases and Management of Property and Equipment; Records.** Subgrantee agrees to comply with all applicable federal requirements referenced in Exhibit B, Section II.C.1 to this Agreement and procedures for managing and maintaining records of all purchases of property and equipment will, at a minimum, meet the following requirements:
- i. All property and equipment purchased under this agreement, whether by Subgrantee or a contractor, will be conducted in a manner providing full and open competition and in accordance with all applicable procurement requirements, including without limitation ORS chapters 279A, 279B, 279C, and purchases shall be recorded and maintained in Subgrantee’s property or equipment inventory system.
  - ii. Subgrantee’s property and equipment records shall include: a description of the property or equipment; the manufacturer’s serial number, model number, or other identification number; the source of the property or equipment, including the Catalog of Federal Domestic Assistance (CFDA) number; name of person or entity holding title to the property or equipment; the acquisition date; cost and percentage of Federal participation in the cost; the location, use and condition of the property or equipment; and any ultimate disposition data including the date of disposal and sale price of the property or equipment.

- iii. A physical inventory of the property and equipment must be taken and the results reconciled with the property and equipment records at least once every two years.
  - iv. Subgrantee must develop a control system to ensure adequate safeguards to prevent loss, damage, or theft of the property and equipment. Subgrantee shall investigate any loss, damage, or theft and shall provide the results of the investigation to OEM upon request.
  - v. Subgrantee must develop, or require its contractors to develop, adequate maintenance procedures to keep the property and equipment in good condition.
  - vi. If Subgrantee is authorized to sell the property or equipment, proper sales procedures must be established to ensure the highest possible return.
  - vii. Subgrantee agrees to comply with 44 CFR Part 13.32.e when original or replacement equipment acquired with Grant Funds is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency.
  - viii. Subgrantee shall require its contractors to use property and equipment management requirements that meet or exceed the requirements provided herein applicable to all property and equipment purchased with Grant Funds.
  - ix. Subgrantee shall, and shall require its contractors to, retain, the records described in this Section 9.b. for a period of six years from the date of the disposition or replacement or transfer at the discretion of OEM. Title to all property and equipment purchased with Grant Funds shall vest in Subgrantee if Subgrantee provides written certification to OEM that it will use the property and equipment for purposes consistent with the Emergency Management Performance Grant Program.
- c. **Subagreement indemnity; insurance.** *Subgrantee's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless OEM and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Subgrantee's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that OEM shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of OEM, be indemnified by the other party to Subgrantee's subagreement(s) from and against any and all Claims.*

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



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

## **10. Termination**

- a. Termination by OEM.** OEM may terminate this Agreement effective upon delivery of written notice of termination to Subgrantee, or at such later date as may be established by OEM in such written notice, if:
- i. Subgrantee fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Subgrantee is, for any reason, rendered improbable, impossible, or illegal; or
  - ii. OEM fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow OEM, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
  - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
  - iv. The Project would not produce results commensurate with the further expenditure of funds; or
  - v. Subgrantee takes any action pertaining to this Agreement without the approval of OEM and which under the provisions of this Agreement would have required the approval of OEM.
  - vi. OEM determines there is a material misrepresentation, error or inaccuracy in Subgrantee's application.
- b. Termination by Subgrantee.** Subgrantee may terminate this Agreement effective upon delivery of written notice of termination to OEM, or at such later date as may be established by Subgrantee in such written notice, if:
- i. The requisite local funding to continue the Project becomes unavailable to Subgrantee; or
  - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

## **11. GENERAL PROVISIONS**

- a. Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against OEM or Subgrantee with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense

and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which OEM is jointly liable with Subgrantee (or would be if joined in the Third Party Claim), OEM shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Subgrantee in such proportion as is appropriate to reflect the relative fault of OEM on the one hand and of Subgrantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of OEM on the one hand and of Subgrantee on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. OEM's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if OEM had sole liability in the proceeding.

With respect to a Third Party Claim for which Subgrantee is jointly liable with OEM (or would be if joined in the Third Party Claim), Subgrantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by OEM in such proportion as is appropriate to reflect the relative fault of Subgrantee on the one hand and of OEM on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Subgrantee on the one hand and of OEM on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Subgrantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

- b. Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. Each party shall bear its own costs incurred under this Section 11.b.
- c. Responsibility for Grant Funds.** Any recipient of Grant Funds, pursuant to this Agreement with OEM, shall assume sole liability for that recipient's breach of the conditions of this Agreement, and shall, upon such recipient's breach of conditions that requires OEM to return funds to the FEMA, hold harmless and indemnify OEM for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the recipient of Grant Funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
- d. Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. Duplicate Payment.** Subgrantee is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any

agency of the State of Oregon or the United States of America or any other party, organization or individual.

- f. No Third Party Beneficiaries.** OEM and Subgrantee are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

Subgrantee acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to Subgrantee, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the this Agreement.

- g. Notices.** Except as otherwise expressly provided in this Section, any communications between the parties hereto or notice to be given hereunder shall be given in writing by personal delivery, facsimile, email or mailing the same by registered or certified mail, postage prepaid to Subgrantee or OEM at the appropriate address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and sent by registered or certified mail shall be deemed delivered upon receipt or refusal of receipt. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be deemed Notices under this Section unless receipt by the other party is expressly acknowledged in writing by the receiving party.

- h. Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between OEM (or any other agency or department of the State of Oregon) and Subgrantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

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

- j. Insurance; Workers' Compensation.** All employers, including Subgrantee, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Subgrantee shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. Independent Contractor.** Subgrantee shall perform the Project as an independent contractor and not as an agent or employee of OEM. Subgrantee has no right or authority to incur or create any obligation for or legally bind OEM in any way. OEM cannot and will not control the means or manner by which Subgrantee performs the Project, except as specifically set forth in this Agreement. Subgrantee is responsible for determining the appropriate means and manner of performing the Project. Subgrantee acknowledges and agrees that Subgrantee is not an "officer", "employee", or "agent" of OEM, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- m. Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. Integration and Waiver.** This Agreement, including all Exhibits and referenced documents, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Subgrantee, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

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

SIGNATURE PAGE TO FOLLOW

**Wasco County**

By \_\_\_\_\_

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**  
(If required for Subgrantee)

By \_\_\_\_\_  
Subgrantee's Legal Counsel

Date \_\_\_\_\_

**Subgrantee Program Contact:**

Kristy Beachamp  
Wasco County Sheriff's Office  
511 Washington St, Suite 102  
The Dalles, OR 97058  
541-506-2790  
kristyt@co.wasco.or.us

**Subgrantee Fiscal Contact:**

Monica Morris  
Wasco County  
511 Washington St  
The Dalles, OR 97058  
541-506-2770  
monicam@co.wasco.or.us

**OEM**

By \_\_\_\_\_

Sean McCormick  
Mitigation and Recovery Services Section Manager, OEM

Date \_\_\_\_\_

**APPROVED AS TO FORM**

By Keith L. Kutler via email  
Assistant Attorney General

Date September 17, 2014

**OEM Program Contact:**

Kelly Jo Craigmiles  
EMPG Program Coordinator  
Oregon Military Department  
Office of Emergency Management  
PO Box 14370  
Salem, OR 97309-5062  
503-378-2911 extension 22246  
kelly.jo.craigmiles@state.or.us

**OEM Fiscal Contact:**

Dan Gwin  
Grants Accountant  
Oregon Military Department  
Office of Emergency Management  
PO Box 14370  
Salem, OR 97309-5062  
503-378-2911 extension 22290  
dan.gwin@state.or.us

## **EXHIBIT A**

### **Project Description and Budget**

#### **I. Project Description**

The FY2014 EMPG Program focuses on the development and sustainment of core capabilities as outlined in the National Preparedness Strategy. Particular emphasis is placed on building and sustaining capabilities that address high consequence events that pose the greatest risk to the security and resilience of the United States. Capabilities are the means to accomplish a mission, function, or objective based on the performance of related tasks, under specified conditions, to target levels of performance. The FY2014 EMPG Work Plan identifies the specific tasks to be performed towards the development and sustainment of core capabilities in Subgrantee's jurisdiction. The funds from this agreement are meant to supplement a portion of Subgrantee's day-to-day operational costs for Emergency Management, as outlined in Subgrantee's approved Work Plan. The Work Plan may be updated upon approval by OEM.

#### **II. Budget**

**There is a 50% cash match requirement on this grant.**

<b>Grant Funds:</b>	<b>\$39,000</b>
<b>Match Funds:</b>	<b>\$39,000</b>
<b>Total Budget:</b>	<b>\$78,000</b>

Personnel	\$61,066
Supplies	\$10,934
Phones/Communications	\$1,000
Travel	\$5,000
<b>Total (Grant plus Match)</b>	<b>\$78,000</b>

## EXHIBIT B

### Federal Requirements and Certifications

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

### II. Specific Requirements and Certifications

- A. Debarment, Suspension, Ineligibility and Voluntary Exclusion.** Subgrantee certifies by accepting funds under this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from participation in this transaction by any Federal department or agency (44 CFR Part 13.35). Subgrantee shall establish procedures to provide for effective use and dissemination of the Excluded Parties List (<http://www.epls.gov/>) to assure that their contractors are not in violation of the nonprocurement debarment and suspension common rule.
- B. Standard Assurances and Certifications Regarding Lobbying.** Subgrantee is required to comply with 44 CFR Part 18, *New Restrictions on Lobbying*. The restrictions on lobbying are enforceable via large civil penalties, with civil fines between \$10,000 and \$100,000 per expenditure. Subgrantee understands and agrees that no funds provided under this Agreement may be expended in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government. These lobbying prohibitions can be found at 31 USC § 1352.
- C. Compliance with Applicable Law.** Subgrantee agrees to comply with all applicable laws, regulations, program guidance, and guidelines of the State of Oregon, the Federal Government and OEM in the performance of this Agreement, including but not limited to:
1. Administrative Requirements set forth in 44 CFR Part 13, including without limitation:
    - a. Using Grant Funds only as allowed by 44 CFR 13.22 (a) and in accordance with applicable cost principles described in 44 CFR 13.22(b), including that costs allocable to this Grant may not be charged to other Federal awards to overcome fund deficiencies;
    - b. Actively tracking and monitoring property and equipment purchased by Subgrantee or its contractors in whole or in part with Grant Funds, and 44 CFR Part 13.32(e) when original or replacement equipment acquired with Grant Funds is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency.
  2. OMB Circular A-102, Grants and Cooperative Agreements With State and Local Governments.
  3. Audit Requirements set forth in 2 CFR 200.21 (OMB Circular A-133).



4. The provisions set forth in 44 CFR Part 7; Part 9; Part 10; and Federal laws or regulations applicable to Federal assistance programs.
5. USA Patriot Act of 2001, as amended, 8 USC § 1105, 1182, 1189.
6. Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 USC 2225(a).
7. 31 USC 3729, prohibiting recipients of federal payments from submitting a false claim for payment. *See* 38 USC 3801-3812 detailing administrative remedies for false claims and statements made.
8. No supplanting. Grant Funds under this Agreement shall not replace funds that have been budgeted for the same purposes through non-Federal sources. Subgrantee may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than receipt or expected receipt of Federal funds.

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

1. **Non-discrimination and Civil Rights Compliance.** Subgrantee, and all its contractors and subcontractors, assures compliance with all applicable nondiscrimination laws, including but not limited to:
  - a. Title VI of the Civil Rights Act of 1964, as amended, and related nondiscrimination regulations in 44 CFR Part 7.
  - b. Title VIII of the Civil Rights Act of 1968, as amended.
  - c. Titles I, II, and III of the Americans with Disabilities Act of 1990, as amended, 42 USC §§ 12101 – 12189.
  - d. Age Discrimination Act of 1975, 42 USC § 6101.
  - e. Title IX of the Education Amendments of 1972, as amended, 20 USC § 1681 et seq.
  - f. Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794, as amended.

If, during the past three years, Subgrantee has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, Subgrantee must provide a letter certifying that all documentation of such proceedings, pending or completed, including outcome and copies of settlement agreements will be made available to OEM upon request. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against Subgrantee, or Subgrantee settles a case or matter alleging such discrimination, Subgrantee must forward a letter to OEM summarizing the finding and making a copy of the complaint and findings available to OEM.

2. **Equal Employment Opportunity Program.** Subgrantee, and any of its contractors and subcontractors, certifies that an equal employment opportunity program will be in effect on or before the effective date of this Agreement. Subgrantee must maintain a current copy on file.
3. **Services to Limited English Proficient (LEP) Persons.** Subgrantee, and any of its contractors and subcontractors agrees to comply with the requirements of Executive Order 13166, improving Access to Services for Persons with Limited English Proficiency, and

resulting agency guidance, national origin and resulting agency guidance, national origin discrimination includes discrimination on the basis of LEP. To ensure compliance with Title VI, Subgrantee must take reasonable steps to ensure that LEP persons have meaningful access to your programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Subgrantee is encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance additional information regarding LEP obligations, please see <http://www.lep.gov>.

#### **E. Environmental and Historic Preservation.**

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

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

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

#### **F. SAFECOM.** If the Grant Funds are for emergency communication equipment and related activities, Subgrantee must comply with SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

- G. Drug Free Workplace Requirements (2 CFR Part 3001).** Subgrantee agrees to comply with the requirements of the Drug-Free Workplace Act of 1988, as amended, (41 USC § 701 et seq.), which requires that all organizations receiving grants (or subgrants) from any Federal agency agree to maintain a drug-free workplace. Subgrantee must notify this office if an employee of Subgrantee is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment.
- H. Human Trafficking (2 CFR Part 175).** Subgrantee, employees, contractors and subrecipients under this Agreement and their respective employees may not:
1. Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
  2. Procure a commercial sex act during the period of time the award is in effect; or
  3. Use forced labor in the performance of the subgrant or subgrants under the award.
- Subgrantee must inform OEM immediately of any information Subgrantee receives from any source alleging a violation of any of the above prohibitions in this award term. OEM's right to terminate this Agreement unilaterally, without penalty, is in addition to all other remedies under this Agreement. Subgrantee must include these requirements in any subgrant made to public or private entities.
- I. Fly America Act of 1974.** Subgrantee agrees to comply with the requirements of the Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 USC § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, as amended, (49 USC § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to the Comptroller General Decision B138942.
- J Activities Conducted Abroad.** Subgrantee agrees to comply with the requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
- K. Acknowledgement of Federal Funding from DHS.** Subgrantee agrees to comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.
- L. Copyright (44 CFR Part 13.34).** Subgrantee agrees to comply with requirements that publications or other exercise of copyright for any work first produced under Federal financial assistance awards hereto related unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this Agreement, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, Subgrantee grants the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works. Subgrantee

shall affix the applicable copyright notices of 17 USC § 401 or 402 and an acknowledgement of Government sponsorship (including Subgrant number) to any work first produced under an award.

- M. Use of DHS Seal, Logo and Flags.** Subgrantee agrees to obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
- N. Personally Identifiable Information (PII).** Subgrantee, if it collects PII, is required to have a publically available privacy policy that described what PII they collect, how they use it, whether they share it with third parties and how individuals may have their PII corrected where appropriate.
- O. Federal Debt Status.** Subgrantee shall be non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, benefit overpayments and any amounts due under Section 11.c of this Agreement.

## **EXHIBIT C**

### **Subagreement Insurance Requirements**

#### **GENERAL.**

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

#### **TYPES AND AMOUNTS.**

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

ii. **COMMERCIAL GENERAL LIABILITY.**

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

**Bodily Injury, Death and Property Damage:**

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

iii. **AUTOMOBILE Liability Insurance: Automobile Liability.**

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

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

**Bodily Injury, Death and Property Damage:**

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

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

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

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

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

**Agenda Item**  
**DOJ VOCA Grant**

- [Finance Processing Form](#)
- [Victims of Crime Act Intergovernmental Grant  
Award Agreement](#)



# Wasco County Contract Processing Form

*To be completed prior to submission to the Board of Commissioners*

Date: 10/31/2014 Title of Contract/Agreement: VOCA Grant Amendment #1

Department: DA

Responsible Staff: Eric Nisley

## Information Systems

Will computer rotation be necessary ? ☐ Yes ☒ No

Will this include ☐ Software Purchase ☐ Installation ☐ Maintenance Agreement?

Will this include a licensing fee? ☐ Yes ☒ No ☐ One-time ☐ Recurring

☐ Information Systems has reviewed this agreement ☒ N/A

Notes: \_\_\_\_\_

## Facilities

Will this agreement require any ☐ maintenance work ☐ new construction?

☐ Facilities has reviewed this agreement. ☒ N/A

Notes: \_\_\_\_\_

## Finance

Is this ☐ a new service or ☐ increasing an existing service? ☒ maintaining an existing service

Dollar Value of Agreement: \$26,602

Is there a match requirement? ☒ Yes ☐ No ☒ Cash ☐ In-kind

Are these funds ☒ already budgeted ☐ need a budget adjustment? ☐ Other – Explain below

\_\_\_\_\_

Can this agreement be altered as work progresses? ☐ Yes ☒ No

Beginning date of agreement: When Signed

Ending date of agreement: 9.30.2015

Notes: \_\_\_\_\_

☒ **REVIEWED BY FINANCE**

ELLEN F. ROSENBLUM  
Attorney General



FREDERICK M. BOSS  
Deputy Attorney General

DEPARTMENT OF JUSTICE  
CRIME VICTIMS' SERVICES DIVISION

MEMORANDUM

DATE: September 22, 2014  
TO: 2012 VOCA Non-Competitive Grant Recipients  
FROM: Caitlin Brown, VOCA Grant Specialist

Attached is your agency's Amendment for the 2012 VOCA Non-Competitive Grant Agreement. Please download the entire document and have your authorized official sign the following pages:

- The final page of the Grant Agreement Amendment;
- Exhibit B – Standard Assurances;
- Exhibit C – Single Audit Certification Letter;
- Exhibit D – Certification of Compliance with Regulations, Office for Civil Rights, Office of Justice Programs for Subgrants issued by the Oregon Department of Justice; and
- Exhibit E – Victims of Crime Act Special Conditions.

Once the Grant Agreement and Exhibits are signed, please **change the application status in CVSD E-Grants to "Grant Amendment Submitted"** and upload a copy of the signed Grant Agreement and Exhibits in the "Grantee Signed Grant Agreement Amendment" upload field on the "Grant Agreement Amendment Upload" page in your "Funding and Agreement" section in E-Grants.

Once the signed Grant Agreement Amendment has been received, a copy of the Grant Agreement Amendment signed by both your authorized official and CVSD Director Shannon Sivell will be uploaded into E-Grants and the status of your application will be changed to "Grant Extended." You will find the uploaded copy of your Grant Agreement Amendment under the "Grant Agreement Amendment Upload" page.

If you have any questions regarding this agreement, please contact Caitlin Brown, VOCA Grant Specialist at 503-378-6270.

## DEPARTMENT OF JUSTICE

Crime Victims' Services Division

### VICTIMS OF CRIME ACT 2012 NON-COMPETITIVE GRANT AWARD COVER SHEET AMENDMENT #1

<b>1. Grantee Name and Address:</b>  Wasco County, acting by and through its District Attorney's Office 511 Washington St., Ste. 304 The Dalles, OR 97058-2231  Contact Name: Ms. Judy Urness Telephone: (541) 506-2685 Fax: (541) 506-2681 E-mail: judyu@co.wasco.or.us	<b>2. Special Conditions:</b>  This grant project is approved subject to such conditions or limitations as set forth the attached Grant Agreement Amendment.  <b>3. Statutory Authority for Grant:</b>  Federal Victims of Crime Act of 1984, as amended, 42 U.S.C. 1061 ET SEQ and ORS 147.231 (1)												
<b>4. Award Number:</b>  VOCA-NC-2012-WascoCo.DAVAP-00046	<b>5. Award Date:</b>  October 1, 2012												
<b>6. Grantee Tax Identification Number:</b> 95-6002315	<b>7. DUNS Number:</b> 084415959												
<b>8. Type of Recipient:</b>  Criminal Justice - Government / Prosecution	<b>9. Project Period:</b>  October 1, 2012 - September 30, 2015												
<b>10. VOCA Category:</b>  General Victim Assistance	<b>11. Total Grant Award Amount / Match Amount:</b>  \$ 76,140.00 / \$ 19,035.00												
<b>12. Semi-Annual Narrative and Statistical Reports:</b>  April 30, 2013 October 31, 2013 April 30, 2014 October 31, 2014 (final) April 30, 2015 October 31, 2015 (final)	<b>13. Financial &amp; Outcome Measures Reports Due Dates:</b> <table><tr><td>January 31, 2013</td><td>July 20, 2014</td></tr><tr><td>April 30, 2013</td><td>October 31, 2014 (final)</td></tr><tr><td>July 20, 2013</td><td>January 31, 2015</td></tr><tr><td>October 31, 2013</td><td>April 30, 2015</td></tr><tr><td>January 31, 2014</td><td>July 20, 2015</td></tr><tr><td>April 30, 2014</td><td>October 31, 2015 (final)</td></tr></table>	January 31, 2013	July 20, 2014	April 30, 2013	October 31, 2014 (final)	July 20, 2013	January 31, 2015	October 31, 2013	April 30, 2015	January 31, 2014	July 20, 2015	April 30, 2014	October 31, 2015 (final)
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July 20, 2013	January 31, 2015												
October 31, 2013	April 30, 2015												
January 31, 2014	July 20, 2015												
April 30, 2014	October 31, 2015 (final)												
This award is contingent upon the Grantee agreeing to the terms of award for the grant entitled "Victims of Crime Act Non-Competitive Program Grant". The grant agreement document must be signed by an authorized official in order to validate the acceptance of this award.													

OREGON DEPARTMENT OF JUSTICE  
VOCA INTERGOVERNMENTAL GRANT AWARD AGREEMENT

2012 VOCA NON-COMPETITIVE GRANT AGREEMENT  
AMENDMENT #1  
VOCA-NC-2012-WascoCo.DAVAP-00046

**BETWEEN:** State of Oregon, acting by and through (Grantor)  
its Department of Justice  
1162 Court St. NE  
Salem, Oregon 97301-4096  
Fax: 503-378-6974

**AND:** Wasco County, acting by and through (Grantee)  
its District Attorney's Office  
511 Washington St., Ste. 304  
The Dalles, OR 97058-2231  
Fax: (541) 506-2681

**PROJECT START DATE:** October 1, 2012

**RECITALS**

WHEREAS, the Grantor and Grantee wish to modify the terms and conditions of the 2012 VOCA Non-Competitive Grant Agreement effective as of October 1, 2012 (as amended, the "Agreement").

ALL TERMS AND CONDITIONS in the original grant Agreement and subsequent grant agreement amendments remain unchanged and in full force with the exception of deleted language (designated by strikethrough and brackets) and new language (designated by bold and underline).

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:

**1. SECTION 2, GRANT AWARD**

Section 2.01. Grant. In accordance with the terms and conditions of this Agreement, Grantor shall provide Grantee with a year one allocation of \$ 24,769.00, ~~[and]~~ a year two allocation of \$ 24,769.00 and a year three allocation of \$ 26,602.00 for a total maximum allocation of ~~[\$ 49,538.00]~~ \$ 76,140.00 (the "Grant") from VOCA, to financially support and assist Grantee's implementation of the following from the Grantee's 2012-2014 VOCA Non-Competitive Program Application submitted as of 9/12/2014 ("Grantee's Application"), (1) the project description as provided in the Project Description of the Grantee's Application (Form F of the VOCA Application); (2) the federal VOCA Priority Category **General Victim Assistance** the Grantee will serve (Form A of the VOCA Application); (3) the goals, objectives and performance measures (Form I of the VOCA Application), (4) the Budget (as defined below); ~~[and]~~ (5) budget forms (Forms I-M of the VOCA Application); and (6) the Budget Extension forms (Forms N-S of the VOCA application) all of which are incorporated herein by this reference and collectively referred to as the "Project".

Section 2.04. Conditions Precedent to Each Disbursement. Section 2.04 is amended as follows to include Subsections (g), (h), (i) and (j):

Grantor's obligation to disburse Grant money to Grantee pursuant to Section 2.03 is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- (g) Grantee certifies insurance coverage in full force for the duration of this Agreement;
- (h) If Grantee expends \$500,000 or more in federal funds from all sources in a fiscal year beginning prior to December 26, 2014, Grantee has submitted the most recent single organization-wide audit conducted in accordance with the provisions of OMB Circular A-133;
- (i) If Grantee expends \$750,000 or more in federal funds from all sources in a fiscal year beginning December 26, 2014 or later, Grantee has submitted the most recent single organization-wide audit conducted in accordance with the provisions of 2 CFR part 200, subpart F;
- (j) If Grantee agency does not claim an exemption from the EEOP requirement (Grantee is an educational, medical or non-profit institution or an Indian Tribe; or Grantee has less than 50 employees; or Grantee was awarded less than \$25,000 in federal U.S. Department of Justice funds), Grantee has prepared, maintained on file, submitted to the Office for Civil Rights for review (if receiving a single award of \$500,000 or more), and implemented an EEOP;

Section 2.05. Supplemental Grant Agreement Conditions. If Grantee fails to satisfy any of the following conditions, Grantor may withhold disbursement:

“None.”

Section 2.06. Grant Availability Termination. The availability of Grant money under this Agreement and Grantor's obligation to disburse Grant money pursuant to Section 2.03 shall end on [~~September 30, 2014~~] September 30, 2015 (the “Availability Termination Date”). Grantor may not disburse any Grant money after the Availability Termination Date. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate when Grantor accepts Grantee's completed performance or on [~~September 30, 2014~~] September 30, 2015, whichever date occurs last. Agreement termination shall not extinguish or prejudice Grantor's right to enforce this Agreement with respect to any default by Grantee that has not been cured.

## 2. SECTION 3, USES OF GRANT

Section 3.01. Eligible Uses of Grant. Grantee's use of the Grant money is limited to those expenditures necessary to implement the Project and that are eligible under applicable federal and State of Oregon law. Furthermore, Grantee's expenditure of Grant money must be in accordance with the Project budget and narrative (the “Budget”) set forth in the Grantee's Application. The year one maximum allocation described in section 2.01 may only be allocated for Project costs incurred between October 1, 2012 and September 30, 2013. Any funds that may remain unexpended from the year one allocation may be carried forward and included in the year two allocation. The year two allocation described in section 2.01 may only be allocated for Project costs incurred between October 1, 2013 and September 30, 2014. Any funds that may remain unexpended from the year two allocation shall be returned to Grantor. The year three allocation described in section 2.01 may only be allocated for Project costs incurred between October 1, 2014 and September 30, 2015.



### 3. SECTION 5, GRANTEE'S AGREEMENTS

Section 5.02. Project Completion. Grantee shall complete the Project no later than [~~September 30, 2014~~] September 30, 2015 provided, however, that if the full amount of the Grant is not available because one or both of the conditions set forth in Sections 2.04 (a) and (b) are not satisfied Grantee, shall not be required to complete the Project.

Section 5.04. Civil Rights and Victim Services.

- (a) Grantee shall collect and maintain statutorily required civil rights statistics on victim services as described in the most recent version of the VOCA Grant Management Handbook.
- (b) Grantee shall comply with the following Oregon Department of Justice, Crime Victims' Services Division ("CVSD") policies for addressing discrimination complaints:
  - (i) Procedures for Responding to Discrimination Complaints from Employees of the Oregon Department of Justice, Crime Victims' Services Division's Subrecipients under U.S. Department of Justice Grant Programs, available at [http://www.doj.state.or.us/victims/pdf/civil rights complaints employees.pdf](http://www.doj.state.or.us/victims/pdf/civil%20rights%20complaints%20employees.pdf); and
  - (ii) Procedures for Responding to Discrimination Complaints from Clients, Customers, Program Participants, or Consumers of the Oregon Department of Justice, Crime Victims' Services Division and the Oregon Department of Justice, Crime Victims' Services Division Subrecipients available at [http://www.doj.state.or.us/victims/pdf/civil rights complaints participants.pdf](http://www.doj.state.or.us/victims/pdf/civil%20rights%20complaints%20participants.pdf).
- (c) Grantee shall conduct periodic training to Grantee employees on the procedures set forth in the policies referenced in subsection (b) of this Section.
- (d) Grantee shall prominently display at locations open to the public and shall include on publications, websites, posters and informational materials a notification that Grantee is prohibited from discriminating on the basis of race, color, national origin, religion, sex, age or disability and the procedures for filing a complaint of discrimination as described in the "Civil Rights Fact Sheet" developed by CVSD and available at [http://www.doj.state.or.us/victims/pdf/civil rights fact sheet.pdf](http://www.doj.state.or.us/victims/pdf/civil%20rights%20fact%20sheet.pdf).

Section 5.06. Training Requirements. Section 5.06 is amended as follows to include Subsections (a), (b), (c), (d), (e) and (f):

~~[Grantee shall comply with the training requirements for VOCA funded staff. Domestic Violence and Sexual Assault providers shall make provision to attend the Department of Human Services-based domestic violence and sexual assault training. Grantee shall make provision to attend the State Victim Advocate Academy training. Grantee shall notify the Department of Justice, CVSD as to when this requirement is completed.]~~

- (a) Grantee shall ensure that direct service staff, volunteers and members of the board of directors or governing body or designated leaders with direct responsibility for domestic violence and sexual assault programs attend training that meets the requirements adopted by the Department of Human Services ("DHS") Advisory Committee: [http://www.doj.state.or.us/victims/pdf/dvsa training requirements.pdf](http://www.doj.state.or.us/victims/pdf/dvsa%20training%20requirements.pdf).
- (b) Grantee shall ensure that VOCA-funded staff providing direct services in City and County Government-based agencies, Child Abuse Intervention Centers, and Special

Population organizations attend the Oregon Basic State Victim Assistance Academy (SVAA) training: <http://www.oregonvictims.org/basic-svaa>. Child Abuse Intervention Centers and Special Population organizations may alternatively submit a 40-hour training plan for CVSD approval that covers topics relevant to the VOCA-funded staff position(s), which may be from SVAA, DHS Advisory Committee adopted training requirements described in subsection (a) of this Section, VAT Online described in subsection (c) of this Section, and additional population-specific topics.

- (c) Volunteers and interns providing VOCA-funded direct services in City and County Government-based, Child Abuse Intervention Centers, and Special Population organizations are required to successfully complete the Office for Victims of Crime (OVC) Victims Assistance Training Online (VAT Online) or a training program that minimally covers the topics included in VAT Online: <https://www.ovcttac.gov/views/TrainingMaterials/dspOnline> VATOnline.cfm. Alternatively, Child Abuse Intervention Centers and Special Population organizations may submit a training plan for CVSD approval that covers topics relevant to volunteer position(s), which may be from VAT Online, DHS Advisory Committee adopted training requirements described in subsection (a) of this Section, SVAA described in subsection (b) of this Section, and additional population-specific topics.
- (d) VOCA-funded staff providing direct services are encouraged to attend the CVSD-sponsored Crime Victims Compensation Training at least once every four years.
- (e) Grantee shall notify the CVSD when any staff training is completed by updating the Staff Roster in the CVSD web-based grant application and reporting system ("CVSD E-Grants"). Grantee shall document training completed by volunteers, interns and members of the board of directors or governing body or designated leaders.
- (f) Grantee shall attend all appropriate CVSD-sponsored training unless specific written permission excusing attendance has been obtained from CVSD.

Section 5.07. Reporting Requirements. Subsection (c) of Section 5.07 is amended as follows:

- (c) Client Feedback Form and Outcome Measure Report. Grantee agrees to distribute a client feedback form to all victims served by the Project, as deemed appropriate by the Project. The client feedback form must include the three (3) CVSD Common Outcome Measures as designated by the Grantor in the most recent version of the VOCA Grant Management Handbook as well as collect other data as requested by the Department of Justice, CVSD. Grantee shall encourage return of the client feedback form with a survey completion and return rate goal of at least 10%. Grantee must report on the responses quarterly no later than 30 days after the end of the calendar quarters ending December 31, March 31, and September 30 and no later than July 20 for the calendar quarter ending June 30. ~~[Grantee shall use the forms and fill out the forms according to instructions in the most recent version of the VOCA Grant Management Handbook. Additionally, if the grantee is a prosecutor based Project, they must also distribute, collect and report on Victims' Rights Outcome Measures during a designated time period as directed by the Department of Justice, CVSD.]~~

Section 5.12. Maintenance, Retention and Access to Records; Audits. Subsections (a), (c) and (d) of Section 5.12 are amended as follows:

- (a) Maintenance and Retention of Records. The Grantee agrees to maintain accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP) and the standards of the Office of the Chief Financial Officer set forth in the most recent version of the Office of Justice Programs (OJP) Financial Guide, including without limitation in



accordance with Office of Management and Budget (OMB) Circulars A-102, A-133 (if applicable), and 2 CFR part 200, 2 CFR Part 215, 2 CFR Part 220, and 2 CFR Part 225 ~~[and 2 CFR Part 230]~~. All financial records, supporting documents, statistical records and all other records pertinent to this grant or agreements under this Grant shall be retained by the Grantee for a minimum of six years following termination or expiration of this Agreement for purposes of State of Oregon or federal examination and audit provided, however, that if there is any audit issue, dispute, claim or litigation relating to this Agreement or the Grant, Grantee shall retain and keep accessible the books of account and records until the audit issue, dispute, claim or litigation has been finally concluded or resolved. It is the responsibility of the Grantee to obtain a copy of the OJP Financial Guide from the Office of the Chief Financial Officer available at: <http://www.ojp.usdoj.gov/financialguide/> and apprise itself of all rules and regulations set forth.

- (c) Audits. If Grantee *expends* \$500,000 or more in federal funds (from all sources) in its fiscal year, beginning prior to December 26, 2014, Grantee shall have a single organization-wide audit conducted in accordance with the provisions of OMB Circular A-133. If Grantee expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, Grantee shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Copies (electronic or URL address) of all audits must be submitted to ODOJ/CVSD within 30 days of completion. If Grantee expends less than \$500,000 ~~[in its fiscal year]~~ in federal funds in [its] a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, Grantee is exempt from federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in ~~[Section 5.08 (b) herein]~~ subsection (b) of this Section.
- (d) Audit Costs. Audit costs for audits not required in accordance with OMB Circular A-133 or 2 CFR part 200, subpart F are unallowable. If Grantee did not expend \$500,000 or more in federal funds in ~~[its]~~ a fiscal year beginning prior to December 26, 2014, or \$750,000 or more in federal funds in a fiscal year beginning on or after that date, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to this Grant.

Section 5.13. Compliance with Laws. Section 5.13 is amended as follows to include Subsection (h).

- (h) Further, Grantee shall not retaliate against any individual for taking action or participating in action to secure rights protected by these laws and agrees to report any complaints, lawsuits, or findings from a federal or state court or a federal or state Administrative Agency regarding a civil rights finding.

Section 5.15. The Grantee assures that it will: Subsections (c), (d) and (e) of Section 5.15 are amended as follows:

- (c) ~~Comply with the applicable provisions of the guidelines for crime victim assistance grants, and the requirements of the current version of the "Financial Guide," Office of Justice Programs~~ Financial Guide, available at: <http://www.ojp.usdoj.gov/financialguide/> and;
- ~~(d) Submit financial audit subject to requirements of Office of Management and Budget (OMB) 2 CFR Part 215 formerly known as Circular A-110 relating to non-profit organizations or OMB Circular A-128 relating to local government organizations; and~~
- (d) Comply with the terms of the most recent version of the VOCA Grant Management Handbook available at

[http://www.doj.state.or.us/victims/pdf/voca\\_grant\\_management\\_handbook.pdf](http://www.doj.state.or.us/victims/pdf/voca_grant_management_handbook.pdf), and incorporated herein.

#### 4. SECTION 7, MISCELLANEOUS

Section 7.04. Amendments. This Agreement may not be altered, modified, supplemented, or amended in any manner except by ~~mutual~~ written instrument ~~agreement of~~ signed by both parties or as described and certified through CVSD E-Grants, and no term of this Agreement may be waived unless the party against whom such waiver is sought to be enforced has given its waiver in writing.

Section 7.09. Survival. All provisions of this Agreement set forth in the following sections shall survive termination of this Agreement: Section 3.03, Unexpended Grant Monies; Section 5.12, ~~[Records and Inspection]~~ Maintenance, Retention and Access to Records; Audits; and Section 7, MISCELLANEOUS and any other provisions that by their terms are intended to survive.

Section 7.15. False Claim Act. Grantee will refer to the Grantor any credible evidence that a principal, employee, agent, sub-grantee contractor, contractor or other person has submitted a false claim under the False Claims Act (31 USC 3729-3733; ORS 180.750-180.785) or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving funds provided under this Grant Agreement.

5. Grantee represents and warrants to Grantor that the representations and warranties of Grantee set forth in Agreement are true and correct on the date of Grantee's signature hereto with the same effect as if made on that date.
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. The individual signing this Amendment on behalf of Grantee represents and warrants to Grantor that he or she has been duly authorized to execute and deliver this Amendment on behalf of Grantee and to legally bind Grantee as set forth herein.

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



STATE OF OREGON  
acting by and through its Department of Justice

By: \_\_\_\_\_  
Name: Shannon Sivell  
Title: Director, Crime Victims' Services Division  
Date: \_\_\_\_\_

GRANTEE

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



## EXHIBIT B

OMB APPROVAL NUMBER 1121-0140

As modified by the Office of Criminal Justice Services  
Pursuant to request of the OJP Office of Civil Rights

### STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; 2 CFR part 200; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include:
  - Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d);
  - Victims of Crime Act (42 U.S.C. § 10604(e));
  - Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b));
  - Civil Rights Act of 1964 (42 U.S.C. § 2000d);
  - Rehabilitation Act of 1973 (29 U.S.C. § 794);
  - Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34);
  - Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86);
  - Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07);
  - Ex. Order 13279 (equal protection of the laws for faith-based and community organizations);
  - Equal Treatment for Faith-Based Organization (28 C.F.R. pt. 38); and
  - Nondiscrimination, Equal Employment Opportunity, Policies and Procedures (28 C.F.R. pt. 42).

In accordance with federal civil rights laws, the subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

Additionally, all grant recipients (including subgrantees or contractors) agree to report any complaints, lawsuits, or findings from a federal or state court or a federal or state Administrative Agency regarding a civil rights finding.

7. If a governmental entity:

- a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
- b. it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

\_\_\_\_\_  
Print Name of Authorized Official

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date



SINGLE AUDIT CERTIFICATION LETTER

October 1, 2014

Ms. Judy Urness  
 Wasco County, acting by and through its District Attorney's Office  
 511 Washington St., Ste. 304  
 The Dalles, OR 97058-2231

RE: Subrecipient Audit Requirements of OMB Circular A-133 (**2 CFR Part 200, Subpart F for audits of fiscal years beginning on or after December 26, 2014**) Grant Agreement between the Oregon Department of Justice and Wasco County, acting by and through its District Attorney's Office for the period of October 1, 2012 – **September 30, 2015** under the VOCA Non-Competitive Grant Award/CFDA#16-575 / **\$ 76,140.00**

Dear Ms. Judy Urness,

The Oregon Department of Justice is subject to the requirements of Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments and Nonprofit Organizations* **and 2 CFR part 200, subpart F**. As such, the Oregon Department of Justice is required to monitor our subrecipients of federal awards and determine whether they have met the audit requirements and whether they are in compliance with federal laws and regulations. A copy of Circular A-133 can be found at the following web address:

[http://www.whitehouse.gov/sites/default/files/omb/asscts/a133/a133\\_revised\\_2007.pdf](http://www.whitehouse.gov/sites/default/files/omb/asscts/a133/a133_revised_2007.pdf) **and a copy of 2 CFR Part 200, Subpart F can be found at the following web address: <http://www.ecfr.gov/cgi-bin/text-id.x?SID=704835d27377ef5213a51c149de40cab&node=2:1.1.2.2.1&rgn=div5#2:1.1.2.2.1.6>**

Accordingly, we are requesting that you check one of the following, provide all appropriate documentation regarding your organization's compliance with the audit requirements (**CVSD will only accept the URL address for your organization's audit or an electronic copy**), sign and date the letter and return this letter along with your Grant Agreement and Exhibits [A], B, D, and E.

1. \_\_\_\_\_ We have completed our [~~Circular A-133~~] **single** audit for our most recent fiscal year, ending \_\_\_\_\_. A ~~copy of~~ **The URL address indicated below or an electronic copy of** the audit report and a schedule of federal programs by major program [~~are enclosed~~] have been provided. (If material exceptions were noted, the responses and corrective actions taken have also been provided.)  
**URL address for single Audit:**
2. \_\_\_\_\_ We expect our [~~Circular A-133~~] **single** audit for our most recent fiscal year, ending \_\_\_\_\_, to be completed by \_\_\_\_\_. **The URL address or** an electronic copy of our audit report **and a schedule of federal programs by major program** will be forwarded to the Oregon Department of Justice within 30 days of receipt of the report. [~~A schedule of federal programs is enclosed.~~] **(If material exceptions are noted, a copy of the responses and corrective actions taken will be included.)**
3. \_\_\_\_\_ We are not subject to the single audit requirement because:  
       \_\_\_\_\_ We are a for-profit organization.  
       \_\_\_\_\_ We expend less than \$500,000 in federal funds [~~annually~~] **in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date.**  
       \_\_\_\_\_ Other (please explain) \_\_\_\_\_

\_\_\_\_\_  
Print Name **of Fiscal Officer**\_\_\_\_\_  
Title\_\_\_\_\_  
Signature **of Fiscal Officer**\_\_\_\_\_  
Date

Please address all correspondence to:  
 Oregon Department of Justice, CVSD  
 1162 Court Street NE  
 Salem, OR 97301-4096

Oregon Department of Justice – Crime Victims' Services Division  
**CERTIFICATION OF COMPLIANCE WITH REGULATIONS**  
**OFFICE FOR CIVIL RIGHTS, OFFICE OF JUSTICE PROGRAMS**  
**FOR SUBGRANTS ISSUED BY THE OREGON DEPARTMENT OF JUSTICE**

**INSTRUCTIONS:** Complete the identifying information, which is found on the Grant Award face sheet, in the table below. Read the form completely, identifying, under "I," the person responsible for reporting civil rights findings; and checking only the one certification under "II" that applies to your agency. Have your Authorized Official sign as appropriate on page 2, forward a copy to the person you identified under "I", keep a copy for your records, and return the original to the Oregon Department of Justice, Crime Victims' Services Division, 1162 Court Street NE, Salem, OR 97301-4096 along with your Grant Agreement and Exhibits [A] B, C, and E.

Grant Award: VOCA-NC-2012-WascoCo.DAVAP-00046		Grant Title: VOCA Non-Competitive Grant Award
Grantee Name (Funded Entity): Wasco County, acting by and through its District Attorney's Office		
Address: 511 Washington St., Ste. 304, The Dalles, OR 97058-2231		
Project Period: Start Date: 10/1/2012 End Date: <u>9/30/2015</u>		Award Amount: \$ <u>76,140.00</u>
Contact Name, Phone # & E-mail address: Ms. Judy Urness, (541) 506-2685, judyu@co.wasco.or.us		

**AUTHORIZED OFFICIAL'S CERTIFICATION:** As the Authorized Official for the above Grantee, I certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification.

- I. REQUIREMENTS OF SUBGRANT RECIPIENTS: All subgrant recipients (regardless of the type of entity or the amount awarded) are subject to prohibitions against discrimination in any program or activity, and must take reasonable steps to provide meaningful access for persons with limited English proficiency.

♦ I certify that this agency will maintain data (and submit when required) to ensure that: our services are delivered in an equitable manner to all segments of the service population; our employment practices comply with Equal Opportunity Requirements, 28 CFR 42.207 and 42.301 *et seq.*; our projects and activities provide meaningful access for people with limited English proficiency as required by Title VI of the Civil Rights Act, (*See also*, 2000 Executive Order #13166).

♦ I also certify that the person in this agency or unit of government who is responsible for reporting civil rights findings of discrimination will submit these findings, if any, to the Oregon Department of Justice within 45 days of the finding, and/or if the finding occurred prior to the grant award beginning date, within 45 days of receipt of this form. A copy of this Certification will be provided to this person, as identified here:

Person responsible for reporting civil rights findings of discrimination:

Judy Urness, Director 541 506-2685  
 Wasco County Victim Services  
 511 Washington St., Suite 304  
 The Dalles OR 97058 judyu@co.wasco.or.us

I certify that Judy Urness [Grantee] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Eric Nielson  
 Print or Type Name and Title

[Signature]  
 Signature

10-27-14  
 Date

- II. EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEOP) CERTIFICATIONS:

The federal regulations implementing the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, require some recipients of financial assistance from the U.S. Department of Justice subject to the statute's administrative provisions to create, keep on file, submit to the Office for Civil Rights (OCR) at the Office of Justice Programs (OJP) for review, and implement an Equal Employment Opportunity Plan (EEOP). See 28 C.F.R. pt. 42, subpt. E. Check the box before ONLY THE ONE APPROPRIATE CERTIFICATION (A, B or C below) that applies to this Grantee agency during the period of the grant duration noted above.



☐ **CERTIFICATION A: Declaration Claiming Complete Exemption from the EEOP Requirement**

*Please check all the following boxes that apply:*

- ☐ Grantee is an educational, medical or non-profit institution or an Indian Tribe; and/or
- ☐ Grantee has less than 50 employees; and/or
- ☐ Grantee was awarded less than \$25,000 in federal U.S. Department of Justice funds.

I, \_\_\_\_\_ [authorized official],  
certify that \_\_\_\_\_ [Grantee]  
is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R § 42.302.

\_\_\_\_\_  
*Print or Type Name and Title*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

☐ **CERTIFICATION B: Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review**

*If a recipient agency has fifty or more employees and is receiving a single award of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):*

I, \_\_\_\_\_ [authorized official],  
certify that \_\_\_\_\_ [Grantee],  
which has fifty or more employees and is receiving a single award for \$25,000 or more, but less than \$500,000,  
has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last  
twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required  
by applicable federal law, it is available for review by the public, employees, DOJ/CVSD, and the Office for  
Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

\_\_\_\_\_ [organization],

\_\_\_\_\_ [address].

\_\_\_\_\_  
*Print or Type Name and Title*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

☐ **CERTIFICATION C: Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review**

*If a recipient agency has fifty or more employees and is receiving a single award of \$500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review.*

I, \_\_\_\_\_ [authorized official],  
certify that \_\_\_\_\_ [Grantee],  
which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP  
in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on \_\_\_\_\_ [date] to the Office for  
Civil Rights, Office of Justice Programs, U.S. Department of Justice.

\_\_\_\_\_  
*Print or Type Name and Title*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

\* \* \* \* \*

*This original signed form must be returned to the Oregon Department of Justice, Crime Victims' Services Division, 1162 Court Street NE, Salem, OR 97301-4096, along with your Grant Agreement and Exhibits [A-] B, C, and E. You must also forward a signed copy to the person you identified under "T" on page 1. **Electronically scan the signed document and send the signed document to EEOPForms@usdoj.gov with EEOP Certification in the subject line.** Please retain a copy for your records.*

*For more information regarding EEOP requirements, please access the Office for Justice Programs, Office for Civil Rights web page at: <http://www.ojp.usdoj.gov/ocr>.*

## EXHIBIT E

### VICTIMS OF CRIME ACT SPECIAL CONDITIONS

1. Grantee will comply with the conditions of VOCA, sections 1404 (a)(2), and 1404(b)(1) and (2), 42 U.S.C. 10603(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required.
2. Grantee acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if Grantee is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Standard Assurances and may result in suspension or termination of funding, until such time as the Grantee is in compliance.
3. Grantee agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide.
4. Grantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
5. Reporting Fraud, Waste, Error and Abuse  
Promptly refer to the U.S. Department of Justice, Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted false claim for Grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving Grant funds.

Report potential fraud, waste, abuse, or misconduct to the U.S. Department of Justice, OIG by:

Mail: Office of the Inspector General  
U.S. Department of Justice Investigations Division  
950 Pennsylvania Avenue, N.W. Room 4706  
Washington, DC 20530

E-mail: [oig.hotline@usdoj.gov](mailto:oig.hotline@usdoj.gov)

Hotline: (contact information in English and Spanish): 1-(800) 869-4499

Fax: (202) 616-9881

Additional information is available from the DOJ OIG website at <http://www.usdoj.gov/oig/>.

6. Grantee understands and agrees that is cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without express prior written approval of OJP.
7. Grantee agrees to comply with any additional requirements that may be imposed during the Grant performance period if the Grantor determines that the Grantee is a high-risk grantee.

8. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), OJP encourages Grantee to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this Grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
9. Grantee understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles available at <http://www.ojp.usdoj/funding/ojptrainingguidingprinciples.htm>.
10. Grantee agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the Grantee will promptly notify, in writing, the Fund Coordinator for this award, and, if so requested by DOJ/CVSD, seek a budget-modification or change-of-project-scope grant amendment to eliminate any inappropriate duplication of funding.
11. Grantee understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.
12. Grantee understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

**Certification:** I certify that I have read and reviewed the above assurances and the grantee will comply with all provisions of the Victims of Crime Act of 1984 (VOCA), as amended, and all other applicable Federal laws.

\_\_\_\_\_  
Print Name of Authorized Official

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Fiscal Officer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Fiscal Officer

\_\_\_\_\_  
Date

**Agenda Item**  
**Youth Services Contracts**

- [IGA Contract for Professional Services #9770  
Amendment #4](#)
- [2014-2015 Haven Agreement](#)

**Agenda Item**  
**IGA 9770 Amendment 4**

- [Finance Processing Form](#)
- [IGA Contract for Professional Services #9770](#)  
[Amendment #4](#)

# Wasco County Contract Processing Form

*To be completed prior to submission to the Board of Commissioners*

Date: 10/28/2014 Title of Contract/Agreement: Amendment #9770, IGA Contract for Early Learning Services

Department: Youth, 24

Responsible Staff: Molly Rogers

## Information Systems

Will computer rotation be necessary ? ☐ Yes ☐ No

Will this include ☐ Software Purchase ☐ Installation ☐ Maintenance Agreement?

Will this include a licensing fee? ☐ Yes ☐ No ☐ One-time ☐ Recurring

☐ Information Systems has reviewed this agreement ☒ N/A

Notes: \_\_\_\_\_

## Facilities

Will this agreement require any ☐ maintenance work ☐ new construction?

☐ Facilities has reviewed this agreement. ☒ N/A

Notes: \_\_\_\_\_

## Finance

Is this ☐ a new service or ☐ increasing an existing service? ☒ maintaining an existing service

Dollar Value of Agreement: \$12,442

Is there a match requirement? ☐ Yes ☒ No ☐ Cash ☐ In-kind

Are these funds ☐ already budgeted ☒ need a budget adjustment? ☐ Other – Explain below

\_\_\_\_\_

Can this agreement be altered as work progresses? ☒ Yes ☐ No

Beginning date of agreement: as signed

Ending date of agreement: 06/30/2015

**Notes:** This grant was not budget as it was thought to be concluded. There is a budget adjustment to accept and appropriate this grant award.

☒ **REVIEWED BY FINANCE**

**STATE OF OREGON  
INTERGOVERNMENTAL CONTRACT FOR PROFESSIONAL SERVICES  
AMENDMENT # 9770**

This is Amendment No. 4 to Contract No. 9770 (as amended from time to time, the "Contract") between the State of Oregon, acting by and through its Oregon Department of Education ("Agency") and **Wasco County** ("Contractor"). The Contract is dated as of June 5, 2013; this Amendment is effective as of the last date it is signed below (the "Effective Date").

1. This Amendment shall be effective on the last date the Amendment has been signed by every party and when required, approved in accordance with applicable laws, rules and regulations, including any federal approval and approval for legal sufficiency by the State of Oregon, Department of Justice.
2. The Contract is hereby amended as follows with new language indicated by underlining and **[deleted language is indicated by brackets]**:

**EXHIBIT C  
AWARD**

**THE EARLY LEARNING DIVISION 2013-2015  
COUNTY INTERGOVERNMENTAL AGREEMENT  
AWARD**

FUNDING AREA	GENERAL FUND	FEDERAL FUNDS	CFDA NUMBER
1. Great Start			
2. Children Youth & Families	\$8,355		
3. Family Support Services		<b>[\$6,221]</b> <u>\$12,442</u>	93.556
4. Service Continuity	\$20,000		

- 3 Except as expressly amended above, all other terms and conditions of original Contract are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.



**CONTRACTOR, BY EXECUTION OF THIS AMENDMENT, HEREBY ACKNOWLEDGES CONTRACTOR HAS READ THIS AMENDMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

**CONTRACTORS: YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS**

**CONTRACTOR**

By:	Title: Commission Chair	Date: 10.15.2014
Scott C. Hege Wasco County Board of Commissioners	E-Mail Address: scotth@co.wasco.or.us	

**AGENCY**

Authorized Signature:	Title:	Date:
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APPROVED AS TO FORM:

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



## **Agenda Item**

### **Haven Agreement**

- [Finance Processing Form](#)
- [2014-2015 Haven Agreement](#)

# Wasco County Contract Processing Form

*To be completed prior to submission to the Board of Commissioners*

Date: 10/27/2014 Title of Contract/Agreement: HAVEN FUNDING AGREEMENT

Department: Youth Services

Responsible Staff: Molly Rogers

## Information Systems

Will computer rotation be necessary ? ☐ Yes ☒ No

Will this include ☐ Software Purchase ☐ Installation ☐ Maintenance Agreement?

Will this include a licensing fee? ☐ Yes ☐ No ☐ One-time ☐ Recurring

☐ Information Systems has reviewed this agreement ☒ N/A

Notes: \_\_\_\_\_

## Facilities

Will this agreement require any ☐ maintenance work ☐ new construction?

☐ Facilities has reviewed this agreement. ☒ N/A

Notes: \_\_\_\_\_

## Finance

Is this ☐ a new service or ☐ increasing an existing service? ☒ maintaining an existing service

Dollar Value of Agreement: 6221.00

Is there a match requirement? ☐ Yes ☒ No ☐ Cash ☐ In-kind

Are these funds ☒ already budgeted ☐ need a budget adjustment? ☐ Other – Explain below

232.24.5232.52454 CONTR SRVCS - FAMILY PRESERVATION GRANT

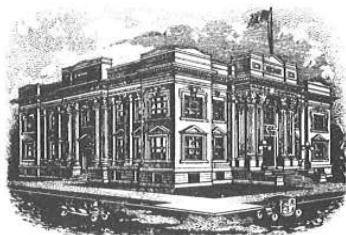
Can this agreement be altered as work progresses? ☐ Yes ☒ No

Beginning date of agreement: 11/5/2014 - It covers fiscal year - but our portion will cover from date of signing to end of year (salary for an employee at HAVEN)

Ending date of agreement: 06/30/2015

Notes: \_\_\_\_\_

☐ **REVIEWED BY FINANCE**



## WASCO COUNTY

Department of Youth Services  
202 East Fifth Street  
The Dalles, OR 97058

### FUNDING AGREEMENT

#### A. Description

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This agreement is entered into on behalf of Wasco County (designated in this document as the "Grantor") and the entity below (designated in this document as "grantee"). Wasco County is represented in the negotiation of this agreement through Wasco County Department of Youth Services. The contact person regarding this agreement is the Director of Youth Services.

**Grantor Contract:** Molly Rogers, Director  
Wasco County Youth Services  
(541) 506-2667

**Grantee Contract:** Tara Koch, Executive Director  
**HAVEN**  
P.O. Box 576  
The Dalles, OR 97058

Total Amount: \$6,221.00  
Funding Period: July 1, 2014-June 30, 2015

Amount	Funding Stream	Desired Outcome	Approved Program Description
\$6,221	Family Support Services	Stable and Safe Homes	Co-located domestic violence advocate in DHS office in The Dalles

#### B. Requirements

---

1. This funding is made subject to the condition that the entire amount will be expended for the purposes of providing services as identified:
  - a. Under the approved program description
  - b. Designated funding stream
  - c. In accordance with Oregon Statute and administrative code

2. The Grantor must be promptly notified about any of the following during the funding period.
  - a. Change in program contact personnel of the organization
  - b. Change in address or phone number
  - c. Change in name of the organization
  - d. Change in 501c3 non-profit status
  - e. Any development that significantly affects the operation of the program or organization.
3. The grantee shall provide the Grantor with reporting documentation 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 sole 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 claims arising soles 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 or damage, including property damage, personal injury, and wrongful death, arising out of in connection with Grantee's 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 payment for the first funding period. Subsequent payments will be made upon the receipt of the Reporting documents as outlined in Section E.

a. Funding Period 1: July 1, 2014 – December 31, 2014	\$3,110
b. Funding Period 2: January 1, 2014 – June 30, 2015	<u>\$3,111</u>

TOTAL      \$6,221

2. Payments are contingent upon the Grantee satisfactorily conducting the program substantially as reflected in timely reports required herein.
3. Payments are subject to 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.

#### D. UNEXPENDED FUNDS

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If the funds have not been completely expended at the end of the funding period, June 30, 2015 then Grantee agrees to immediately notify the Grantor's designated contact person. All funds determined to be under-expended, unexpected, 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 Description identifying – target number of children and families to be served.
2. The Oregon Early Learning Division and Wasco County Youth Services request updated reporting on the work plan on the following schedule:

	Reporting Due Date
Interim Report 1	January 15, 2015
Final Report	July 15, 2015

- a. The report information required at each reporting period includes:
    - i. Budget Worksheet
    - ii. Participant # served
    - iii. Comments & Signatures
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 contract person or their designee may conduct site visit of the program.
5. A final report and/or presentation may be requested by the Grantor. This report may include program challenges and successes, a detailed summary of progress on the approved programs, as well as a dialog with the Grantor regarding future program goals and targets.

## F. IRS STATUS

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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.

## G. SIGNATURES

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Grantee

\_\_\_\_\_  
Tara Koch, HAVEN Executive Director

\_\_\_\_\_  
Date

Grantor

\_\_\_\_\_  
Scott Hege, Chair, Wasco County Commissioners

\_\_\_\_\_  
Date

\_\_\_\_\_  
Rod Runyon, Wasco County Commissioner

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

☐ Approved to Form

\_\_\_\_\_  
Eric Nisley, Wasco County District Attorney

\_\_\_\_\_  
Date

## **Agenda Item**

### **Budget Adjustments**

- [IGA 9770 Amendment 4](#)
- [Community Corrections](#)



**Budget Adjustments**  
**Family Preservation Funds (9770 A4)**

- [Finance Request](#)
- [Resolution #14-025 Accepting and Appropriating  
Family Preservation Grant Funds](#)

<b>Date</b>	10/28/2014	<b>Department</b>	Youth
<b>Amount Requested</b>	\$6,221.00	<b>Requested By</b>	Molly Rogers
<b>Description of Need</b>	Increase of funding to provide services thru Family Support Services, Early Learning Division through June 30, 2015. This funding was unknown at the state level during our budget, in fact Wasco County understood this had ended.		
<b>Exp</b>	Line Item In:		
	Line Item Out:		
<b>Grant</b>	Rev Line Item: 232.24.5232.413.918 – FAMILY PRESERVATION GRANT #93.556		
	Exp Line Item: 232.24.5232.52454 - CONTR SRVCS - FAMILY PRESERVATION GRANT		
<b>Signature</b>	M Morris	resolution please	

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

IN THE MATTER OF ACCEPTING AND	)	
APPROPRIATING UNANTICIPATED	)	R E S O L U T I O N
FAMILY PRESERVATION GRANT	)	#14-025
FUNDS IN THE AMOUNT OF \$6,221	)	
DURING FISCAL YEAR 2014-2015	)	

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

IT APPEARING TO THE BOARD: On November 5, 2014, the Board approved Amendment 4 to State IGA #9770 which was approved June 5, 2013; and

IT FURTHER APPEARING TO THE BOARD: That Amendment 4 will provide additional funding in the amount of \$6,221 for Family Preservation Grant programs; and

IT FURTHER APPEARING TO THE BOARD: That these funds were not anticipated at the time of the 2014-2015 Fiscal Year Budget.

NOW, THEREFORE, IT IS HEREBY RESOLVED: That \$6,221 in unanticipated Family Preservation Grant Funds be accepted into the Family Preservation Grant Account #232.24.5232.413.918 and be appropriated to the Family Preservation – Contract Services Account #232.24.5232.52454 during Fiscal Year 2014-2015.

DATED this 5<sup>th</sup> day of November, 2014.

WASCO COUNTY BOARD  
OF COMMISSIONERS

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Scott C. Hege, Commission Chair

APPROVED AS TO FORM:

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Rod L. Runyon, County Commissioner

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Eric J. Nisley  
Wasco County District Attorney

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Steven D. Kramer, County Commissioner

## **Budget Adjustments Community Corrections**

- [Finance Request](#)
- [Order #14-084 Transferring Funds from  
Contingency to Materials and Services](#)

<b>Date</b>	10/28/2014	<b>Department</b>	Community Corrections
<b>Amount Requested</b>	\$68,000.00	<b>Requested By</b>	Monica Morris
<b>Description of Need</b>	It was unknown to the Manager of Community Corrections that his fund would be charged the full cost of the legal services to negotiate the FOPPO contract and the full cost is still unknown. Requesting contingency transfer to accommodate that cost. Also, the legal cost prevented the full agreed upon amount of rent from being paid in June 2013. That unpaid rent will be paid in this fiscal year.		
<b>Exp</b>	Line Item Out :227.99.9227.55101 – Contingency \$68,000 Line Item In: 227.16.5227.52119 – RENT - \$18,000 Line Item In: 227.16.5227.52325 – LABOR/LEGAL COUNSEL - \$50,000		
<b>Grant</b>	Rev Line Item: Exp Line Item:		
<b>Signature</b>	M Morris order please		

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

IN THE MATTER OF TRANSFERRING           )  
\$68,000 FROM CONTINGENCY TO           )     ORDER  
MATERIALS AND SERVICES                )     #14-084

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

IT APPEARING TO THE BOARD: That it was unknown to the Manager of  
Community Corrections that his fund would be charged the full cost of legal services  
to negotiate the FOPPO contract; and

IT FURTHER APPEARING TO THE BOARD: That the full cost of  
FOPPO contract negotiations is still unknown; and

IT FURTHER APPEARING TO THE BOARD: The legal cost of  
negotiating the FOPPO contract prevented Community Corrections from paying the  
full agreed upon amount of rent in June, 2013; and



IT FURTHER APPEARING TO THE BOARD: That the unpaid rent will be paid in this fiscal year.

NOW, THEREFORE, IT IS HEREBY ORDERED: That \$68,000 in Contingency Funds be transferred from line item #227.99.9227.55101 into the following line items:

Rent Line Item #227.16.5227.52119	\$18,000
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Labor/Legal Counsel Line Item #227.16.5227.52325	\$50,000
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during Fiscal Year 2014-2015.

DATED this 5<sup>th</sup> day of November, 2014.

WASCO COUNTY BOARD  
OF COMMISSIONERS

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Scott C. Hege, Commission Chair

APPROVED AS TO FORM:

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Rod L. Runyon, County Commissioner

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Eric J. Nisley  
Wasco County District Attorney

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Steven D. Kramer, County Commissioner

**Agenda Item**  
**WCLEA Agreement**

- [2014-2018 WCLEA Agreement - Showing Changes](#)
- [2014-2018 WCLEA Agreement – Final Draft](#)

**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
WASCO COUNTY, OREGON  
AND  
WASCO COUNTY LAW ENFORCEMENT  
ASSOCIATION**

**EFFECTIVE THROUGH JUNE 30, 2018[4](#)**

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## **PREAMBLE**

This contract, hereinafter referred to as the Agreement, is entered into by Wasco County, Oregon, and the Wasco County Sheriff, hereinafter jointly referred to as the "County," and the Wasco County Law Enforcement Association, hereinafter referred to as the "Association." The County and the Association acknowledge that there is a statutory division of authority and responsibility between the County ~~Count~~Board of Commissioners and the Sheriff with respect to administration of the Department affected by this Agreement and that Oregon Revised Statutes shall control in the event of conflict with any provision of this contract.

## **ARTICLE 1 - SCOPE OF AGREEMENT AND RECOGNITION**

1.1. Scope of the Bargaining Unit: The bargaining unit covered by this Agreement shall consist of all full-time, paid deputy sheriffs, records clerks, communications officers, animal control officers, assistant animal control officers, and civil deputies. The chief deputy, lieutenants, sergeants, supervisors, administrative assistants, and confidential employees are excluded from the bargaining unit.

In the event a new job classification is created within the Sheriff's Office, the County and the Association will discuss whether or not the new classification will be included in the bargaining unit.

1.2. Recognition: The County recognizes the Association as the sole and exclusive bargaining representative for all employees in the Sheriff's Department as described in Section 1.1 of this Agreement.

1.3. Time Computation: Unless otherwise expressly stated, "days" shall be defined as full business days, Monday through Friday, excluding holidays.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

2.1. Management Rights: Except as otherwise specified in this Agreement, the rights of members of the bargaining unit are limited to those specifically set forth in this Agreement. The County retains all rights, responsibilities, prerogatives, and functions not specifically limited by the terms of this Agreement. Except as required by ORS 243.650, et seq., the County shall have no obligation to bargain with the Association with respect to any subjects or the exercise of its discretion and decision making on any subjects not covered by terms of this Agreement.

Without limitation, but by way of illustration, the exclusive prerogatives, functions, and rights of the County shall include the following:

1. To determine the services to be rendered to the citizens of the County.
2. To determine and to follow the County's financial, budgetary and accounting procedures.
3. To direct and supervise all operations, functions, and policies of the department in which the employees in the bargaining unit are employed, and operations, functions and policies in the remainder of the County as they may affect employees in the bargaining unit.
4. To close or liquidate any office, branch, operation, facility or combination of facilities, or to relocate, reorganize or combine the work of divisions, offices, branches, operations or facilities for budgetary or other reasons.
5. To manage and direct the work force, including, but not limited to, the right to determine the methods, processes and manner of performing work; the right to hire, promote, and retain employees and to transfer them within the same pay range; the right to lay off subject to Article 7 of this Agreement; the right to abolish positions or reorganize the department; the right to determine schedules of work subject to Article 5 of this Agreement; the right to purchase, dispose of and assign equipment or supplies.
6. To determine the need for a reduction or an increase in the work force and the implementation of any decision with regard thereto.

7. Except as required by ORS 243.650, et seq., to establish, revise and implement standards for hiring, classification, promotion, quality of work, safety, materials, equipment, uniforms and appearance.
8. Except as required by ORS 243.650, et seq., to implement new, and to revise or discard, wholly or in part, old methods, procedures, materials, equipment, facilities and standards.
9. To contract or subcontract work as may be determined by the County, provided that as to work which has been previously and regularly performed by employees in the bargaining unit, the County agrees to afford an opportunity for the Association to negotiate with the County as to the effect of such action on wages, hours and conditions of employment in the bargaining unit prior to finalizing or implementing any decision concerning such contracting or subcontracting.
10. To assign shifts, workdays, hours of work and work locations subject to Article 5 of this Agreement.
11. To designate and to assign all work duties.
12. To introduce new duties within the unit.
13. To determine the need for and the qualifications of new employees, transfers and promotions.
14. To discipline, suspend, demote or discharge an employee so long as such action is not arbitrary, in bad faith or without just cause.
15. To determine the need for additional educational courses, training programs, on-the-job training and cross-training, and to assign employees to such duties for periods to be determined by the County.
16. To schedule meetings of employees and require attendance at such meetings, subject to the provisions of Article 11 of this Agreement.

2.2. Future Rules: The parties jointly recognize that the elected officials of the County are directly responsible to the citizens of the County and to the public for the performance of the functions and services performed by the County; it is jointly recognized that the County must and does retain broad authority to fulfill and implement its responsibilities and may do so by adoption of written work rules. It is agreed that no existing work rule or new work rule will be promulgated or implemented which is inconsistent with a specific provision of this Agreement, provided that the requirements of Oregon Law will always be paramount. All work rules which have been or shall hereafter be reduced to writing shall be posted within the department for a period of ten (10) days and shall be furnished to an Association officer at the time the rule is posted. In the event the Association considers a work rule to be inconsistent with a specific provision of this Agreement or to be a bargainable subject, or otherwise wishes to discuss the rule, the Association shall so notify the Sheriff in writing within the ten (10) day posting period. In such event, the rule shall be discussed or negotiated between the Sheriff and/or his designee and the Association. A copy of an updated Policy and Procedure Manual shall be accessible to each employee and furnished to the Association upon request.

2.3. Nothing in this Agreement, or in this Article, will be construed to prevent the County from initiating any program or change which is not contrary to an express provision of this Agreement. In the event the County desires to amend or modify or change any of its policies affecting existing conditions involving a mandatory subject of bargaining (including the decision



and/or its impact) over which the Association has not otherwise waived its right to bargain, the County will provide the Association with written and oral notice of the proposed change. The Association shall have ten (10) days to object in writing and orally to the person proposing the change or their designee. The failure of the Association to object in writing to the proposed change within ten (10) days of the notice provided for above shall serve as a waiver of the Association's right to bargain. The Association's written objection shall specify the nature of the objection and identify whether the Association believes the proposed change involves a mandatory bargainable subject or a mandatory bargainable impact of a permissive subject.

If the County agrees that the proposed change or its impact is mandatory, the parties shall bargain in good faith over said changes for a period not to exceed twenty (20) days. If after the passage of twenty (20) days, the parties have not reached agreement, either party may declare an impasse and initiate interest arbitration pursuant to ORS 243.746, by requesting a list of thirteen (13) arbitrators from the Employment Relations Board. Within seven (7) days of receipt of the list from the ERB, the parties, by lot, will alternately strike names from the list until only one (1) arbitrator remains on the list, who shall serve as the arbitrator. The arbitrator shall make a binding decision on the parties as to whether the County's proposal or the Association's proposal shall be adopted pursuant to the interest arbitration criteria established by law.

2.4. Probationary Employees: The Association recognizes the right of the Sheriff to terminate the employment of a probationary employee for any reason and to exercise all rights not specifically modified by this Agreement with respect to such employees, including, but not limited to, the shifting of work schedules or job assignments, the assignment of on-the-job training, cross-training in other classifications, and the requirement that such employees attend training programs, including on their off-duty time.

2.5. Filling of Job Openings: Whenever a job opening in the Sheriff's Department occurs, notice of such opening will be posted in the department for a period of one (1) week to provide employees the opportunity to apply for the job. Where, in the Sheriff's judgment, based on prior performance and experience of the employees, applicable Civil Service exam results, and other relevant criteria, the relative qualifications, aptitude and ability to perform the work are equal between two (2) or more internal applicants for an opening, the employee with the greater departmental seniority shall be offered the position first. As between equally qualified internal and external applicants based on the criteria stated above, the existing employee shall be offered the position first. The Sheriff shall determine the step on the salary schedule at which the employee selected to fill the job opening will be placed, and shall advise the employee of that information at the time he/she offers the position to the employee. Upon request, a senior employee who is not selected shall be provided with a written explanation for nonselection.

2.6. Outside Employment: Employees wishing to engage in off-duty employment must obtain written approval from the Sheriff. In order to be approved, the outside employment must:

- A. Be compatible with the employee's County duties;
- B. In no way detract from the efficiency of the employee in County duties;
- C. In no way be a discredit to County employment;
- D. Not take preference over extra duty required by County employment;

- E. Request and approval must be in writing, with a copy provided to the employee by the Sheriff.

2.7. Temporary Employees: A temporary employee shall not be employed for more than six (6) consecutive months.

### **ARTICLE 3 – ASSOCIATION RIGHTS**

#### 3.1. Fair Share:

- A. Dues/Fair Share Deduction: All employees covered by the terms and conditions of this Agreement shall become members of the Association or shall make payments in lieu of dues (fair share payments) to the Association. The parties agree to a fair share agreement, and in accordance with such, it is agreed that each employee who is a member of the bargaining unit herein defined but who is not a member of the Association shall be liable to contribute to the Association as representation costs an amount as determined by the Association's Executive Board. The County agrees to deduct dues or an amount equal to the required monthly dues (fair share) as determined by the Association's Executive Board from the wages of each employee covered by this Agreement. The County agrees to deposit the total amount deducted from all covered employees into an established account designated by the Association, on a monthly basis. The County will provide a listing of each bargaining unit member and fair share employee and the amount deducted, to the Association, on a semi-annual basis.
- B. Religious Exemption: If an employee certifies in writing to the Association and the County the presence of bona fide religious tenets or teachings of a church or religious body of which such employee is a member and if such employee provides concurrently, authorization for a non-religious charity deduction equal to the fair share amount as mutually agreed between the Association and the employee, the provisions of Section 3.1 hereof shall not apply. An in-lieu-of fair share payment other than a non-religious charity may be mutually agreed between the Association and the employee. In such instance, the Association and the employee shall provide written notification and/or authorization to the County as applicable.
- C. Hold Harmless: The Association agrees to indemnify and hold the County harmless from and against any and all claims, suits, orders or judgments brought against the County as a result of the County's compliance with the provisions of this Section and to reimburse any fees, costs or expenses incurred by the County in connection with same.

3.2. Labor Relations Training: Subject to the operating requirements of the Department, members of the Association Executive Board shall be allowed an unpaid leave of absence or shall be allowed to use accrued vacation or compensatory time for the purpose of attending labor relations training and conferences.

3.3. Bulletin Boards: The County agrees to authorize the use of bulletin board space in convenient places to be used by the Association in communicating with the bargaining unit members. The Association shall limit its posting of notices and bulletins to such bulletin boards. The contents of such notices and bulletins shall be limited to the posting of factual information as it relates to employees and the business of the Association.

3.4. Safety Committee: An employee representative selected by the Association shall be included as a member of the County Safety Committee. The Safety Committee shall meet at regular times, and shall be responsible for reviewing and recommending County health and safety policies and procedures, for workplace inspections to locate and identify safety and

health hazards, for investigating safety-related incidents, and for such other activities as the County Safety Committee and the County may determine would promote health and safety in the workplace.

3.5. Collective Bargaining Agreement Renewal Sessions: The Association's negotiating team, to be composed of no more than two (2) on-duty employees, shall be permitted to attend negotiation meetings with the County relative to securing contract renewal without loss of pay, unless such absences hamper the normal operations of the Sheriff's Department. The dates, times, and places for these negotiation sessions will be established by mutual agreement between the parties.

3.6. Contract Administration: The County agrees that, subject to the operating requirements of the Department and with supervisory approval, a designated Association officer may during normal working hours without loss of pay or benefits, attend meetings with County representatives pertaining to labor relations and attend hearings and arbitrations between the Association and the County. Hours utilized for this purpose shall not be considered hours worked in determining the payment of overtime. Work hours shall not be used by Association officers, employees or representatives for solicitation of Association membership, collection or checking of dues or other activities relating to the internal business of the Association. Subject to the operating requirements of the Department and with supervisory approval, on duty employees may attend Association meetings no more often than quarterly and no longer than two (2) hours in duration, but shall be subject to call.

3.7. Association Mailbox: The County agrees to provide the Association a mailbox in the Sheriff's Department. The parties agree that unless otherwise provided in this Agreement, delivery or notice to the Association as required by this Agreement shall be satisfied with delivery to the designated Association mailbox.

#### **ARTICLE 4 - NO STRIKE CLAUSE**

4.1. No Strike Clause: No employee covered by this Agreement shall engage in any work stoppage, slowdown, picketing or strike at any location in the County during the duration of this Agreement. If any such work stoppage, slowdown, picketing or strike shall take place, the Association will take all reasonable steps to immediately notify such employees so engaging in such activities to cease and desist. Employees in the bargaining unit, while acting in the course of their employment, shall not refuse to cross any picket line established in the County by a labor organization when called upon to cross such picket line in the line of duty. Any employee engaging in any activity in violation of this Article shall be subject to disciplinary action, including discharge by the County.

#### **ARTICLE 5 - HOURS OF WORK**

5.1. Workweek: The "workweek" shall be defined as seven (7) consecutive calendar days commencing on Monday at 5 a.m. and ending the following Monday at 4:59 a.m. for employees working in the 911 center, and commencing Monday at 6 a.m. and ending the following Monday at 5:59 a.m. for all other employees.

5.2. Hours:

- A. The regular hours of work each workweek, to the extent consistent with operating requirements of the Sheriff's Department and the need for continuous service to the County throughout the week, shall be five (5) consecutive days of eight (8) consecutive hours of work per day, including meal and rest periods.

- B. At the option of the County, the regular hours of work each work week may be scheduled on the basis of four (4) consecutive days of ten (10) consecutive hours of work per day, including meal and rest periods.
- C. The other provisions of this Article notwithstanding, it is recognized that employees on Special Assignments must work such hours as the nature of the Special Assignment requires, and that, by mutual agreement between the County and the employee, the hours of work each day or each week may sometimes not be consecutive for an employee on a Special Assignment while carrying out the responsibilities of the Special Assignment. Special Assignments shall be those made by the Sheriff to individual Deputy Sheriffs to carry out or perform a specific function on a temporary or ongoing basis. The Special Assignments for which non-consecutive hours may be worked include Investigator, Search and Rescue Coordinator, Traffic Safety Team, Marine Deputy, School Resource Officer, Narcotics Task Force Officer, Training Officer and Range Master.

5.3. Work Schedules: Subject to Sections 5.1 and 5.2 of this Article, all employees shall be scheduled to work on a regular work shift, and each shift shall have regular starting and quitting times. Work schedules showing the employees' shifts, workdays and hours shall be posted on department bulletin boards. Except for emergencies and other situations beyond the County's control, and for the duration of the emergency or other situation, changes in work schedules shall be posted at least seven (7) calendar days prior to the effective date of the change.

Shift changes which occur without seven (7) calendar days' prior written notification shall be subject to premium pay at time and one-half the employee's regular rate of pay. The premium pay liability shall be limited to those hours of the first two (2) days of a shift change which fall outside the employee's previously scheduled work hours. However, if a shift change without the seven (7) calendar days prior notification is the result of a bona fide emergency or other situation beyond the County's control which could not reasonably have been anticipated, the schedule change shall, for purposes of overtime payment, be treated as though seven (7) calendar days prior notification had been given.

5.4. Shift Assignments:

A. Shift Change and Rotation for Patrol Deputies.

1. Shift Scheduling. The regular shift rotation shall occur approximately every three (3) months. The County will allow patrol deputies to select two (2) of the four (4) shift schedules that he or she is to be scheduled to work during the year, as follows:
  - a. The County shall first post a master schedule of the anticipated available shifts for each quarter of the year.
  - b. Each employee, starting with the employee who has the most class seniority, shall in turn indicate his or her shift preference as to any two (2) of the four (4) shift tours that he or she wishes to work among those indicated on the master schedule that have not been previously selected by more senior employees. However, any employee who at the time of selection of shifts for the following year worked twenty (20) or more days on a shift other than the shift he/she selected as a result of shift reassignment pursuant to part 2c below, shall select by seniority three (3) of the four (4) shift tours that he or she will work.

- c. After all employees have made two (2) or three (3), if applicable, shift tour selections, the County shall, without limits as to its discretion, schedule the remaining shift tours for each employee so as to complete the work schedule for the year.
- 2. Exceptions. With regard to the above procedure, it is recognized that the scheduling of shifts on the basis of employee preference will not be allowed to interfere with the County's ability to provide the best and most cost-effective service to the public. By way of example thereof, the following exceptions to the above shift scheduling procedure are made:
  - a. Probationary employees shall not be subject to these shift selection procedures.
  - b. Employees assigned to a particular activity that is traditionally associated with specific work schedules shall not be subject to the provisions of these shift selection procedures. Examples of such assignments include the following:
    - (1) Investigations
    - (2) Narcotics
    - (3) Inter-Agency Task Force
    - (4) Marine Deputy
  - c. The County shall continue to have the right to change the scheduled work shift of employees in order to meet operational needs and to respond to changes in staffing due to employee terminations, employee disabilities, budgetary exigencies and the like. Notice of any permanent change in the regular work schedule will be posted at least two (2) weeks in advance. The foregoing shall not apply when the change in schedule is for reasons beyond the control of the County.

B. Rotating shifts shall not be applicable to or may be modified in the following situations:

- 1. A resident assigned deputy;
- 2. Criminal investigator training position, normally of six (6) months to one (1) year of duration;
- 3. Special Assignments, except Search and Rescue Coordinator, Training Officer and Range Master;
- 4. Authorized and available "light-duty" work assignments for injured employees that place the employee on a temporary "fixed" shift;
- 5. Prior authorized and approved "preference" vacation schedules that, due to unanticipated vacancies (terminations, etc.), necessitate temporary changes in the normal rotation;
- 6. Training situations;

7. Any unforeseen or emergency situation that would necessitate a change in the normal rotation for a reasonable period of time.
- C. Any individual who, due to training, is advanced beyond, and therefore, loses a part of his/her shift rotation, will be given an equal amount of "makeup" time on that shift when the training is completed through a temporary trade with the trainee. The trainee's regular rotation will not be designated until the "makeup" time is completed.
- D. By mutual agreement between the employee and his/her supervisor, the schedule of an employee assigned to a Special Assignment position of Investigator, Search and Rescue Coordinator, Traffic Safety Team, Marine Deputy, School Resource Officer, Narcotics Task Force Officer, Training Officer or Range Master, or of a Patrol Deputy may be "flexed" to allow the employee to work more than the number of hours in his/her regular shift without payment of overtime, provided that during the same workweek the employee is allowed an amount of time off without pay equal to the amount of daily time worked in excess of the number of hours in the employee's regular shift. Flex time shall not result in overtime or compensatory time to the County unless the employee works more than forty (40) hours in the workweek involved, and the parties specifically waive application of ORS 279.340 whenever a flex time schedule or schedule adjustment occurs.

5.5. Shift Rotation: The parties agree that the workweek will remain the same for all employees (Monday, 5 am through the following Monday, 4:59 am for employees working in the 911 center, and Monday, 6 am through the following Monday, 5:59 am for all other employees), even in weeks in which an employee rotates to a new schedule in accordance with Sections 5.3 and 5.4 hereof. The parties agree that if a shift rotation results in an employee working more than forty (40) hours in a workweek, the employee will be paid overtime in accordance with Section 11.3 of this Agreement. The parties further agree that if a shift rotation results in an employee working less than forty (40) hours in a workweek, the employee may make up the additional hours needed to reach forty (40) in the workweek from accrued vacation or compensatory time off, or by working the additional hours if shifts are available. The parties agree that in a shift rotation, an employee will get at least two days off between the old shift and the new shift. If an employee does not get at least two days off in such circumstances, the employee will be paid time-and-a-half for any work performed on those two days.

5.6. Meal Periods: To the extent consistent with the operating requirements of the department, continuous shift employees will normally be granted a meal break of thirty (30) minutes which shall be considered on-duty time. Any employee required to work four (4) or more hours beyond his/her scheduled quitting time shall be provided with a meal either during or at the conclusion of his/her extended shift. Dispatch personnel who are not allowed to leave their work station during their meal break will have a meal provided to them. Employees who are not assigned to continuous shifts shall receive a nonpaid duty-free lunch period of one-half (1/2) to one (1) hour.

When an employee is on authorized travel outside the County, a meal allowance in an amount up to the current State/Department of Administrative Services rate shall be allowed.

5.7. Break Periods: Employees shall be relieved of their duties for 10 minutes during each half shift. If such break time is not prescheduled, an employee may take it at such time(s) as workloads allow. Employees may be subject to call during such periods, and will not receive extra compensation if they do not receive or are required to work during a break.

5.8: No provision of this Agreement shall be construed as establishing or inferring a guarantee of any hours of work per day or per week.

## **ARTICLE 6 - PROBATIONARY PERIOD**

6.1. Probation Period: The probationary period is an integral part of the employee selection process and provides the County with the opportunity to upgrade and improve the quality of its services to the citizens of the County by observing a new employee's work, training new employees, and assisting new employees in adjusting to their positions, and by providing an opportunity to reject any employee whose work performance fails to meet required work standards. Probationary employees are covered by this Agreement.

6.2. Length of Probation: Whenever a new employee is hired, promoted or transferred into a bargaining unit position, he/she shall serve a probationary period of twelve (12) full months of employment, unless the position requires certification by the Oregon DPSST and he/she does not possess the certification required of the position, in which event the probationary period shall be eighteen (18) full months of employment. Every new employee who successfully completes his/her initial probationary period shall become a regular employee.

6.3. Current Employees: In instances where a current employee assumes a different position in the bargaining unit, the employee will be subject to reclassification to his/her former position for unsatisfactory performance in the new position, or he/she may voluntarily return to his/her last job position, for a period of up to sixty (60) calendar days from the date the employee assumes the different position. After sixty (60) calendar days, the employee will only be entitled to return to the next available opening in the employee's previous classification for up to six (6) months.

## **ARTICLE 7 - SENIORITY**

7.1. Definitions: Except as otherwise specifically provided herein, an employee's seniority shall be regarded as his/her "departmental seniority" and/or his/her "classification seniority." Departmental seniority shall be the employee's total length of unbroken employment with the Sheriff's Department, and classification seniority shall be the employee's total length of unbroken employment in his/her current classification. An employee's length of employment shall be his/her most recent period of continuous employment within the department or the classification.

7.2. Continuous Employment: Continuous employment for the purpose of accumulating vacation leave credit shall be service unbroken by separation from employment with the County. Periods of excused absence of less than one (1) month shall be included as continuous employment. Unless the law otherwise requires, layoffs of one (1) month or more, or leaves of absence of one (1) month or more, including absences due to sick leave, will not be counted as part of continuous employment for accrual purposes, but employees returning from any such leave and from layoff status within one (1) year of the layoff shall be entitled to credit for service prior to the absence.

If an employee is on a bona fide time loss injury, and is able to return to work within one (1) year, the period of the injury shall be considered as continuous employment for purposes of maintaining said employee's seniority. The employee shall also continue to receive all of the health, welfare and life insurance benefits that the County is permitted by law to provide that are specified in Article 16 of this Agreement for up to one (1) year.

7.3. Loss of Seniority: All seniority shall be lost for the following reasons:

- A. If the employee voluntarily quits or resigns;
- B. If the employee is discharged;
- C. If the employee retires;
- D. If the employee is laid off because of a reduction in force or lack of work for a period in excess of one (1) year;
- E. Unless a reason satisfactory to the Sheriff is given, failure to respond within five (5) days after receipt of a notice of recall from a layoff. Such notice shall be sent by certified mail, return receipt requested, and marked "deliver to addressee only," to the employee's last known address on file with the County;
- F. Failure to register in person or by mail with the County at least once every thirty (30) calendar days during periods of layoff, signifying his/her availability for recall and updated address and telephone number.

**7.4. Layoff and Recall:** In the event of a layoff of employees in the department, selection of employees retained will be in accordance with classification seniority within the affected job classification(s), so long as the senior employees possess qualifications, aptitude and ability to perform the work equal to those of the employees laid off. Except in unusual circumstances, employees shall normally be given at least two (2) weeks' notice of layoff. In the event an employee displaced from his/her job by reason of a layoff is unable to bump to another job classification(s) in which he/she has previously accrued seniority because the classification is a corrections classification which was transferred to NORCOR, then for purposes of layoff and recall only, the displaced employee's classification seniority shall be deemed the same as his/her departmental seniority.

Only in the event of a layoff shall employees have bumping rights. An employee displaced from his/her job by reason of a layoff shall only be entitled to bump to other job classifications in which they are certified and have previously accrued seniority, provided the displacing employee has greater departmental seniority and possesses qualifications, aptitude and ability to perform the work equal to the employee he/she displaces.

Employees will be recalled from layoff in the reverse order of the layoff.

**7.5 Seniority List:** Upon request, the Sheriff shall provide the Association with a copy of the seniority list.

**7.6 Specialty Assignments:** Vacant specialty assignments for search and rescue coordinator, reserve coordinator, posse coordinator, traffic safety team, marine deputy, school resource officer, training officers, range master, and other specialty assignments not specifically excepted herein shall be posted by the Sheriff for at least fourteen (14) days in order to allow interested employees to apply for the assignment. Appointments to specialty assignments shall be made on the basis of qualifications and competence as determined by the Sheriff. Ties will be broken by seniority. Disagreements over assignments and removals from assignments under this section may be grieved through Step 2 of the grievance procedure.

## **ARTICLE 8 - DISCIPLINE AND DISCHARGE**

**8.1. Discipline:** Disciplinary action shall be limited to the following:

- A. Written reprimand



- B. Suspension without pay
- C. Reduction in pay
- D. Demotion
- E. Discharge

Disciplinary action shall only be taken for just cause, which shall include application of progressive discipline when consistent with the nature of the offense and other relevant circumstances. If an employee is to be disciplined, he/she shall receive written notice specifying the reason or reasons for the disciplinary action, the policies, procedures, rules, regulations and/or laws determined to have been violated and the facts which lead to the disciplinary conclusion. If the Sheriff or another supervisor has reason to discipline an employee, he/she shall not impose such discipline in a manner that will unduly embarrass or humiliate the employee before other employees or the public.

The appeal of any disciplinary action shall be made through the grievance procedure set forth in Article 10. The Association may process a grievance concerning economic discipline commencing at Step 2 of the grievance procedure. Employees shall not be permitted to pursue any disciplinary action grievance arising under this Agreement to the County Civil Service Commission.

**8.2. Discharge:** Any employee may be discharged during his/her probationary period without recourse to the provisions of this Article or the grievance procedure (Article 10) of this Agreement.

## **ARTICLE 9 - EMPLOYEE RIGHTS**

### **9.1. Employee Bill of Rights:**

Whereas, the security of Wasco County and its citizens, plus the integrity and reputation of the Wasco County Sheriff's Department, depends to a great extent on the manner in which employees of the Sheriff's Department perform their varied and difficult duties, the performance of which duties involves those members in all manner of contacts and relationships with the public; and

Whereas, out of such contacts and relationships may arise questions concerning the actions of members of the Department;

Now, therefore, to ensure that such investigations are conducted in a manner conducive to good order and discipline, meanwhile observing and protecting the individual rights of each employee of the Sheriff's Department, the following rules are hereby established:

- A. When any bargaining unit member is under investigation and subjected to interview by competent authority designated by the Sheriff which could reasonably lead to an economic sanction, the interview shall be conducted under the following conditions:
  - 1. The interview shall be conducted at a reasonable hour, preferably at a time when the member is on-duty, or during the normal working hours for the member, unless the seriousness of the investigation requires otherwise. If such interview does occur during off-duty time of the member being interviewed, the member shall be compensated for such off-duty time in accordance with regular department procedures and the provisions of this Agreement.

2. The interview shall take place at a location designated by the investigating officer, preferably at the Wasco County Sheriff's Department.
3. The member under investigation shall be informed, in writing, prior to such interview that he/she has a right to have Association representation during the interview, and of the rank, name and command of the officer in charge of the interview, the interviewing officers, and all other persons to be present during the interview. All questions directed to the member being interviewed shall be asked by and through no more than two (2) investigators at one time.
4. Unless release of information would otherwise compromise the investigation, the member under investigation shall be informed in writing of the nature of the investigation, the specific facts which form the basis of the allegation(s) against the member, the specific rules, regulations, policies, procedures and/or laws the member is alleged to have violated, the name and address of the persons making the complaint unless the complainant requests the information not be disclosed, and statement and/or reports which state the facts upon which the allegation(s) are based, prior to any interview. If the Sheriff receives an anonymous complaint against a member, he/she may determine if there are other known persons or evidence to substantiate it. If there are, then the Sheriff may pursue the complaint. If not, no record of the anonymous complaint may be retained. The member may be informed of the receipt of the anonymous complaint, but the member shall not be interviewed unless other known persons or evidence substantiate the complaint.
5. The interview session shall be for a reasonable period taking into consideration the gravity and complexity of the issue being investigated. The member being interviewed shall be allowed to attend to his/her own personal physical necessities.
6. The member being interviewed shall not be subjected to offensive language or threatened with disciplinary action, except that a member refusing to respond to questions or submit to interview shall be informed that failure to answer questions directly related to the investigation or interview may result in disciplinary action. No promise of reward shall be made as an inducement to answering any question. The member's home address, telephone number, or photograph shall not be given to the press or news media without his/her express consent, unless otherwise required by law.
7. The complete interview of the member may be recorded. If a tape recording is made of the interview, the member shall be provided a complete copy of the tape if further proceedings are contemplated or prior to any further interview at a subsequent time. Upon request, the member shall be provided a transcribed copy of any notes made by a stenographer or to any reports or complaints made by investigators or other persons, except those which are deemed by the Sheriff to be confidential. No notes or reports which are deemed by the Sheriff to be confidential may be entered in the member's personnel file. The member being interviewed shall have the right to bring a recording device and record any and all aspects of the interview.
8. If prior to or during the interview of the member it is deemed that he/she may be charged with a criminal offense, he/she shall be immediately informed of his/her constitutional rights.

9. Upon the filing of a formal written statement of charges, or whenever an interview focuses on matters which are likely to result in disciplinary action against the member, that member, at his/her request, shall have the right to be represented by an Association representative of his/her choice who may be present at all times during such interview. The Association representative shall not be subject to the same investigation. This section does not apply to any communications with a member in the normal course of duty, including administrative inquiries (matters which experience and common sense indicate are subject to resolution at the supervisory/command level and which are unlikely to lead to discipline of an economic nature), counseling, instruction, or informal admonishment, or other routine or unplanned contact with a supervisor or any other member, nor shall this section apply to an investigation concerned solely and directly with alleged criminal activities.
- B. No member shall be subjected to disciplinary action, or denied promotion, or be threatened with any such treatment, because of the lawful exercise of rights granted herein, or the exercise of any rights under any existing administrative grievance procedure. Nothing in this section shall preclude the Sheriff from ordering a member to cooperate with other agencies involved in criminal investigations. If any member fails to comply with such order, the Sheriff may officially charge such member with insubordination, consistent with the member's constitutional rights.
- C. No member shall be compelled to submit to a polygraph examination against his/her will. No disciplinary action or other recrimination shall be taken against a member refusing to submit to a polygraph examination, nor shall any comment be entered anywhere in the investigator's notes or anywhere else that the member refused to take a polygraph examination, nor shall any testimony or evidence be admissible at a subsequent hearing, trial, or proceeding, judicial or administrative, to the effect that the member refused to take a polygraph examination.
- D. Nothing contained herein shall preclude or prohibit any member from pursuing civil litigation for false or malicious complaints.

9.2. Personnel Files:

- A. No material reflecting critically upon an employee shall be placed in his/her personnel file that does not bear either the signature or the initials of the employee indicating that he/she has been shown the material or a notation that the employee has been provided a copy of the material and refused to sign. A copy of any such material shall be furnished to the employee when it is placed in the personnel file.
- B. An employee, or his/her Association representative, with written authorization of the employee, may inspect the contents of his/her personnel file upon either the employee's or the Association representative's written request to do so to the Sheriff. If the employee believes that material which is in or is to be placed in his/her personnel file is incorrect or derogatory, he/she shall be entitled to prepare in writing his/her explanation or opinion regarding the particular materials, and this shall be included as a permanent part of the file, provided such written explanation or opinion is presented to the Sheriff within thirty (30) calendar days of the date the material in question is presented to the employee for signature. Any derogatory material placed in an employee's personnel file which is subsequently determined by the Sheriff to be unfounded or without basis shall be removed.

- C. All written records of disciplinary action taken against an employee will be placed in the employee's personnel file within fourteen calendar (14) days of the issuance of the discipline. Any other material placed in an employee's personnel file will be entered within thirty (30) calendar days of the occurrence giving rise to the entry, or thirty (30) calendar days after the occurrence comes to the attention of the Sheriff or the employee's supervisor, whichever is later.

9.3. Non-Discrimination: The County and the Association agree that each will fully comply with applicable laws and regulations regarding discrimination and will not discriminate against any employee because of such employee's race, religion, color, national origin, age, union status, marital status, gender or other status protected under local, state or federal law. The parties agree that the labor agreement will not serve to restrict the County's obligation to comply with federal and state law concerning its duty to reasonably accommodate individuals with disabilities.

Any claim of a violation of this Section shall be pursued through Step 3 of the grievance procedure contained herein, but shall not be pursued to Step 4, Arbitration, or otherwise used as the basis for a claim of a violation of this Agreement.

## ARTICLE 10 - GRIEVANCE AND ARBITRATION PROCEDURE

10.1 Definition of Grievance: For the purpose of this Agreement, a grievance is defined as any one of the following:

- a. A claim by an employee covered by this Agreement concerning the meaning or interpretation of a specific provision or clause of this agreement as it affects such employee;
- b. A claim by the Association concerning the application of a specific provision or clause of this Agreement as it affects a specific member or members of the Association.

In the event of a grievance concerning a disciplinary issue, an individual employee who does not wish the Association to pursue a grievance (under Section 10.1(b) hereof) shall notify the Association in writing at any time prior to the Association decision to arbitrate the issue. A grievance which is resolved by an individual's exercise of his/her right to elect not to pursue a disciplinary grievance shall not constitute a precedent against the Association with regard to the substance of the disciplinary grievance in question.

10.2. Grievance Procedure: To promote better employer-employee relationships, both parties pledge their immediate cooperation to settle any grievances or complaints that might arise out of the application of this Agreement, and the following procedure shall be the sole procedure to be utilized for that purpose.

Step 1: The aggrieved employee, or an Association Representative, shall take up the grievance with the employee's supervisor within ten (10) days of its occurrence or ten (10) days of the date on which the employee first had, or with the exercise of due diligence reasonably could have had, knowledge of the occurrence, whichever is later. In the event the alleged grievance is one in which two (2) or more employees would be aggrieved, the grievance may be taken up with the supervisor(s) of the aggrieved employees by the Association representative, provided the Association identifies the grieving employees. The employee's supervisor shall respond to the grieving party.

Step 2: If the matter is not settled within ten (10) days of its reference to the supervisor, the grievance shall be reduced to writing, including, but not limited to, a statement of the grievance and relevant facts, the provision(s) of the Agreement allegedly violated, and the relief sought, and the grievance shall be presented to the Sheriff by the Association representative within twenty (20) days of the date it was taken up with the supervisor at Step 1. The Sheriff or his/her designee shall meet with the Association representative within ten (10) days, or as otherwise mutually agreed, to attempt to settle the grievance. After the meeting, the Sheriff shall provide a written response within ten (10) days to the grieving party.

Step 3: Should the Association representative and the Sheriff fail to reach a settlement within ten (10) days of submission of the grievance to the Sheriff, the Association shall have the right to submit the grievance in writing to the County ~~Court~~Board of Commissioners, provided that such submission shall be within ten (10) days from the date of the written response from the Sheriff at Step 2. After submission of the grievance to the County ~~Court~~Board of Commissioners, the County ~~Court~~Board of Commissioners shall provide a written response within ten (10) days to the Association representative.

Step 4: Should the County ~~Court~~Board of Commissioners and the Association fail to settle the grievance within ten (10) days from the date the grievance is submitted to the County ~~Court~~Board of Commissioners and if the Association wishes to pursue the matter further, the Association shall, within ten (10) days from the expiration of the ten (10) day period for settlement with the County ~~Court~~Board of Commissioners, simultaneously (1) provide written notice to the County ~~Court~~Board of Commissioners of the Association's referral of the grievance to arbitration and (2) send a written request to the Employment Relations Board's State Conciliation Service to provide a list of the names of thirteen (13) arbitrators. A copy of the request for an arbitration panel shall be enclosed with the notice to the County ~~Court~~Board of Commissioners which refers the dispute to arbitration. Upon receipt of the arbitrator list, the Association and the County shall alternately strike names from it, with the first strike being determined by lot. When only one (1) name remains on the list, that name shall be the arbitrator.

10.3. Arbitrator's Decision: The arbitrator's decision shall be final and binding on the Association and the County but the arbitrator shall have no power to alter the terms of this Agreement. The arbitrator's decision shall be within the scope and terms of this Agreement and the arbitrator shall be requested to issue his/her decision within thirty (30) calendar days after the conclusion of the proceedings, including filing of briefs, if any.

10.4. Arbitrator's Expenses: Expenses for the arbitrator's services and proceedings shall be borne by the losing party as determined by the arbitrator. However, each party shall be responsible for any other expenses incurred by them.

10.5. Time Limits: The time periods specified in this Article may be extended or modified by written agreement. If at any step of the grievance procedure the grievant fails to comply with the time limits or procedures set forth in this Article, the grievance shall be deemed abandoned and non-arbitrable. If at any step of the grievance procedures the County fails to issue a response within the time limits set forth in this Article, the grievance will be advanced to the next step.

10.6. Grievance Meetings: Meetings between the Sheriff and/or the County ~~Court~~Board of Commissioners or their designee(s) and representatives of the Association shall be arranged at mutually convenient times. The purpose of meetings with the Association will be to adjust pending grievances and to discuss procedures for avoiding future grievances. In addition, the Association may discuss with the County other issues which would improve relationships between the parties. Prior written notice of topics for discussion at such meetings shall be furnished by each party to the other. If the parties agree to meet for the purpose of processing a grievance during the regularly scheduled work hours of some or all of the employees involved in processing such grievance, those employees shall suffer no loss of pay for the time involved.

10.7. Determination of Merit: The provisions of this Article shall not be interpreted to require that the Association process any grievance through the grievance or arbitration procedure which it believes, in good faith, lacks sufficient merit.

## ARTICLE 11 - COMPENSATION

11.1: Effective July 1, 2014, Employees covered by this Agreement shall be compensated in accordance with the wage schedule attached to this Agreement and marked Appendix A, which is hereby incorporated into and made a part of this Agreement. The parties agree that the minimum time of service in each step shall be one year. Step increases will occur on July 1 of each year for eligible employees. Progression from one step to another is not automatic with minimum time but is subject to the recommendation of the supervisor and/or appointing officer. Employees are not eligible for a step increase until they have successfully completed their probationary period.

Employees shall fall under the same compensation program as the County's non-represented employees (see Wasco County Compensation Policy marked as Appendix B<sup>1</sup> and accompanying Side Letter of Agreement). Future pay scale adjustments will be determined by the results of a salary analysis conducted every two years under which the next wage adjustment is scheduled to occur on July 1, 2016. All bargaining unit employees who fall in at step 7 of the new wage scale effective July 1, 2014, will receive a one-time ratification bonus of \$200.

When a new position not listed on the wage schedule in Appendix A is established, the County shall designate a job classification and pay rate in writing for the position. If the parties agree that the position is in the bargaining unit, but the Association does not agree that the job classification and/or pay rate are proper, the Association shall have the right to submit the issue as a grievance at Step 2 of the grievance procedure.

11.2. Pay Periods: The salaries and wages of employees shall be paid semi-monthly.

11.3. Overtime: The Sheriff or designee, whenever in their judgment they deem it necessary because of emergency or for purposes of efficiency, economy, or otherwise, may require employees to work overtime on any day, at any hour, and for so long a period of time as they specify.

Except for instances when an employee works a "flex" schedule, an employee shall be compensated at the rate of time and one-half (1-1/2) for work under the following conditions, but in no event shall such compensation be received twice for the same hours:

A. In the case of a "5-8" work schedule:

1. All work in excess of eight (8) hours (excluding the uncompensated portion of meal periods) on any scheduled workday.
2. All work in excess of forty (40) hours in any workweek.

B. In the case of a "4-10" work schedule:

1. All work in excess of ten (10) hours (excluding the uncompensated portion of meal periods) on any scheduled workday.

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<sup>1</sup> To the extent any provisions of the Wasco County Compensation Policy conflict with provisions of the collective bargaining agreement, the language of the collective bargaining agreement shall control.

2. All work in excess of forty (40) hours in any workweek.
- C. In any week in which an employee works a “flex” schedule, the employee shall receive overtime compensation only for work in excess of forty (40) hours in that workweek.
- D. Except in the case of a shift extension and when otherwise practicable, overtime work shall be distributed equally among those qualified employees in a given classification who are willing and available to safely and efficiently perform the work.

Employees who work overtime without proper authorization will be subject to discipline, up to and including termination.

11.4. Court Time: Whenever an employee is required to appear in Court outside his/her regularly scheduled shift, he/she shall be compensated for such time at the rate of time and one-half (1-1/2) for all time spent in such Court appearance, with a minimum of two (2) hours’ compensation at the overtime rate. This minimum guarantee shall not be applicable to Court time which includes an extension directly prior to or immediately after the employee’s regularly assigned shift.

11.5. Callback: Authorized callback overtime shall be compensated at the below minimums:

(a) On a Scheduled Workday: Two (2) hours (either overtime pay or compensatory time off at the rate of time and one-half, at the employee’s choice, as provided in Section 11.6), provided, however, that this minimum shall not apply if the callback assignment begins thirty (30) minutes or less before the start or after the end of the employee’s regular shift.

(b) On a Scheduled Day Off: Two (2) hours (either overtime pay or compensatory time off at the rate of time and one-half, at the employee’s choice as provided in Section 11.6). Scheduled days off shall include scheduled leave days.

11.6. Form of Compensation: Compensation for authorized overtime work shall be paid in the form of compensatory time off or in the form of compensatory pay at the applicable rate. An employee shall be entitled to choose to have overtime compensated in the form of compensatory time off, to a maximum accrual of forty (40) hours. An employee may choose to have an additional forty (40) hours of overtime compensated in the form of compensatory time off, subject to supervisory approval. Compensatory time off shall be scheduled consistent with the FLSA at a time that is mutually agreeable to the Sheriff or designee and the employee. Compensatory time off may be combined with other forms of time off. Except for vacation requests made as part of the annual seniority-based vacation scheduling request process provided for in Section 13.2 of Article 13, the Department will respond in writing to the employee within five (5) days of a request for prescheduled time off.

11.7. Monthly Report: Each month each employee will be provided with a report as to his/her accumulations of compensatory time off, vacation time, holiday time, and sick leave.

11.8 Definition of “Hours Worked”: The parties agree that only for purposes of calculation of overtime in accordance with Section 11.3, above, all hours for which an employee receives compensation shall count as “hours worked, “ excluding holiday pay under Section 12.3.



11.9 Certified Field Training Officer Compensation: Any certified Field Training Officer will be paid a lump sum of \$25.00 per pay period during which the Field Training Officer has a probationary officer riding with him/her during his/her scheduled shift(s).

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## ARTICLE 12 - HOLIDAYS

### 12.1 Recognized Holidays:

- A. The following shall be recognized as holidays for regular and probationary employees under this Agreement:

New Year's Day	January 1 <sup>st</sup>
Martin Luther King, Jr.'s Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 <sup>th</sup>
Labor Day	First Monday in September
Veterans' Day	November 11 <sup>th</sup>
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25 <sup>th</sup>

12.2. Holiday Pay: An eligible employee shall receive eight (8) hours pay for each of the holidays listed above which falls on a regularly scheduled workday and on which he/she performs no work.

12.3. Weekend Holidays: Whenever a holiday falls on an employee's regularly scheduled day off, he/she shall be credited with eight (8) hours of holiday time off or shall be paid an extra eight (8) hours at his/her regular hourly rate, with such payment to be in addition to his/her normal wage.

12.4. Holiday Work: If an eligible employee works on any of the holidays listed above, he/she shall, in addition to his/her pay for that day, be credited with one and one-half (1-1/2) hours of holiday time off for each hour worked or shall be paid an extra one and one-half (1-1/2) hours of compensation at his/her regular hourly rate for each hour worked on the holiday, with such payment to be in addition to his/her normal wage.

12.5. Holiday Accrual: The choice of holiday time-off or pay is the sole option of the employee for each holiday worked or which falls on a regularly scheduled day off. All hours accrued as holiday time-off shall be kept in a separate holiday account and shall not be combined with any other form of time-off accrual allowed by the Agreement. Such holiday account shall not exceed forty (40) hours.

12.6. Holiday During Vacation: Should an employee be on paid vacation when a holiday occurs, such holiday shall not be charged against his/her vacation.

12.7: After an employee has served with the County for sixty (60) calendar days or longer, he/she will be entitled to cash payment for uncompensated accrued holiday time off if his/her employment is terminated. In case of death, compensation will be paid to the employee's beneficiary as designated on his/her County life insurance policy.

## ARTICLE 13 - VACATIONS

13.1. Amount of Vacation and Eligibility Requirement: Regular employees who have at least one (1) year of continuous employment with the County shall be entitled to annual paid vacation in accordance with the following schedule:

<u>Length of Employment</u>	<u>Yearly Accrual<sup>2</sup></u>	<u>Monthly Accrual</u>
1 through 3 years	92 hours	7.67
Beginning at the start of the 4 <sup>th</sup> year	100 hours	8.33
Beginning at the start of the 5 <sup>th</sup> year	108 hours	9.00
Beginning at the start of the 6 <sup>th</sup> year	116 hours	9.67
Beginning at the start of the 7 <sup>th</sup> year	124 hours	10.33
Beginning at the start of the 8 <sup>th</sup> year	132 hours	11.00
Beginning at the start of the 15 <sup>th</sup> year	172 hours	14.22

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Effective July 1, 2012, the vacation accrual shall be adjusted to the following schedule:<sup>3</sup>

<u>Length of Employment</u>	<u>Yearly Accrual</u>	<u>Monthly Accrual</u>
1 through 3 years	92 hours	7.67
Beginning at the start of the 4 <sup>th</sup> year	100 hours	8.33
Beginning at the start of the 5 <sup>th</sup> year	108 hours	9.00
Beginning at the start of the 6 <sup>th</sup> year	116 hours	9.67
Beginning at the start of the 7 <sup>th</sup> year	124 hours	10.33
Beginning at the start of the 8 <sup>th</sup> year	132 hours	11.00
Beginning at the start of the 9 <sup>th</sup> year	140 hours	11.67
Beginning at the start of the 10 <sup>th</sup> year	148 hours	12.33
Beginning at the start of the 11 <sup>th</sup> year	148 hours	12.33
Beginning at the start of the 12 <sup>th</sup> year	156 hours	13.00
Beginning at the start of the 13 <sup>th</sup> year	156 hours	13.00
Beginning at the start of the 14 <sup>th</sup> year	164 hours	13.67
Beginning at the start of the 15 <sup>th</sup> year	172 hours	<del>14.22</del> 14.33

13.2. Scheduling: Employees shall be permitted to request either a split or single vacation. Whenever possible, consistent with the judgment of the Sheriff as to the needs and

<sup>2</sup> The parties agree that the yearly accrual levels reflect twelve (12) additional hours of vacation per year, which were added in exchange for the Association's agreement to eliminate the floating holiday.

<sup>3</sup> The new vacation schedule will be effective on each employee's anniversary date following July 1, 2012. The new schedule will be prospective only, starting on the employee's anniversary date after July 1, 2012. There will not be any retroactive or partial accruals to bridge the difference between the old and the new schedules.

requirements for vacation relief, employees may schedule their vacation times. Subject to such requirements, vacation time shall be scheduled as between employees on the basis of classification seniority, provided, however, each employee will be permitted to exercise seniority only once a year. The County shall make the final determination of vacation times, based on operations and the availability of vacation relief.

13.3. Maximum Accumulation: The maximum accumulation of accrued vacation is two hundred and forty (240) hours. Employees are expected to schedule vacation to avoid exceeding the maximum accumulation. If an employee is denied a vacation request within the thirty (30) days prior to exceeding the maximum accumulation, the employee's vacation time in excess of 240 hours may either be cashed out or the employee may be required to take vacation time off at a time selected by the County, at the Sheriff's discretion. In all other circumstances, vacation accumulation in excess of 240 hours will be lost.

13.4. Vacation Pay on Termination or Death: Upon termination or death of a regular employee who has completed at least one (1) year of continuous employment, compensation at the current rate for all accumulated vacation shall be paid to the employee or his/her heirs.

13.5. Leave Donation: An employee may donate vacation leave time to another employee who has exhausted all accrued paid leaves and is in documented need of additional sick leave due to illness or injury of the employee or a family member for a serious health condition as defined by the FMLA/OFLA. Leave donations shall be subject to the terms of the Wasco County Hardship Leave Policy dated June 2004.

~~[NEW ARTICLE – SUBSEQUENT ARTICLES WILL NEED TO BE RENUMBERED]~~

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#### ARTICLE 14 – FAMILY AND MEDICAL LEAVE

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Leaves of absence to which an employee is entitled under state and federal law governing family and medical leave and pregnancy disability will be provided to employees in accordance with applicable law. Pursuant to the Family Medical Leave Act (FMLA) and the Oregon Family Leave Act (OFLA), employees may be eligible for family or medical leave for certain qualifying reasons. Eligibility is based upon length of employment and/or hours worked. When the reason for leave is eligible under more than one law, the leave is applied concurrently. FMLA and OFLA provide for unpaid time off. However, an employee's accrued paid leave will be applied at the same time. After the exhaustion of paid leave, the remaining leave period will be unpaid. The employee's health insurance coverage continues while on FMLA as if the employee had continued to work. In all other situations, the employee's health insurance coverage continues in compliance with the applicable federal or state law during a family and medical leave of absence.

## ARTICLE ~~14~~15 - SICK LEAVE

~~14.15.1.~~ Accumulation: After an employee has completed ~~six~~three (63) full months of employment, he/she shall be credited with ~~forty-eight~~twenty-four (48~~24~~) hours of sick leave time. Thereafter, the employee shall continue to accrue sick leave at the rate of eight (8) hours for each full calendar month of active employment, provided the employee performs work during the month. Sick leave is provided by the County to cover "sickness" and is not to be used as a supplement for vacation. Sick leave may be taken only for the purposes specified in Section ~~14.2~~15.2 hereof.

~~14.2~~15.2. Utilization of Sick Leave: Employees may utilize their allowance for sick leave when unable to perform their work duties by reason of:

- A. Illness;
- B. Injury;
- C. Pregnancy;
- D. Necessary medical or dental care;
- E. Quarantine -- exposure to contagious disease which will endanger the health of the employee if he/she continues to work or the health of those who associate with him/her;
- F. Serious illness in the employee's immediate family, which shall be defined to include the employee's mother, father, spouse, same-sex domestic partner, sister, brother, children, stepchildren, stepparents, and grandparents, or any relative residing in the employee's immediate household. This does not provide extended household or child care. A maximum of five (5) days' absence shall be allowed for each such serious illness.
- G. As provided for and allowed pursuant to the Oregon and Federal Family Medical Leave laws.

~~14.3~~15.3: An employee shall not be required to furnish a medical certificate to substantiate a request for sick leave of two (2) days or less. Unless otherwise required by law, an employee shall be required to furnish a medical certificate for absences of more than two (2) days, except that this requirement may be waived by the County in individual cases. If a health care provider was not consulted, a signed statement from the employee giving the reasons for the absence and the reasons for not having a health care provider's statement may be accepted as supporting evidence by the Sheriff or designee. Proven abuse or misuse of sick leave may subject an employee to discipline, up to and including discharge.

~~14.4~~15.4: No employee shall be entitled to sick leave pay while absent from duty due to the following causes:

- A. Disability arising from any sickness or injury purposely inflicted.
- B. Sickness or disability sustained while on leave of absence without pay.
- C. Inability to properly perform required duties because of intoxication.
- D. Injury or illness for which the employee is eligible for industrial insurance benefits from an employer other than the County.

14.515.5: In the event an employee suffers from “sickness” and is unable to perform his/her duties, he/she shall notify his/her supervisor of his/her expected absence and the nature and expected length thereof prior to the start of his/her regular work shift.

14.615.6. Integration with Workers’ Compensation: When an injury occurs in the course of employment, the injured employee may utilize accrued sick leave to receive the difference between payments received under workers’ compensation and his/her regular salary. In such instances, prorated charges will be made against the employee’s accrued sick leave.

14.715.7: Sick leave is provided by the County solely in the nature of insurance against loss of income due to “sickness,” as defined above. Except as allowed by ORS 238, et seq., (PERS) and Section 14.815.8 below, no compensation for accrued sick leave shall be provided for any employee upon his/her death or termination of employment, for whatever reason. Sick leave shall not accrue during any period of layoff or leave of absence, except for a leave of absence required by the County for job-related educational or training purposes.

14.815.8: Upon the service or disability retirement of an employee, all of the retiring employee’s accumulated sick leave shall be reported to the Public Employees Retirement System, and, pursuant to procedures of the PERS, taken into account in determining the employee’s retirement benefits.

14.915.9: Sick Leave during FMLA or OFLA leave. An employee must use accrued sick leave when the employee is on FMLA and/or OFLA leave due to his/her own serious health condition.

## ARTICLE ~~15~~16 - OTHER LEAVES OF ABSENCE

~~15.16.1.~~ Compassionate Leave: An employee will be granted a compassion leave, with pay, for work time lost in the event of a death in the employee's immediate family. Paid time off granted shall be up to a maximum of forty (40) hours. Compassion leave shall be granted for each death in the employee's immediate family. Immediate family shall include the employee's mother, father, spouse, same-gender domestic partner, sister, brother, children, stepchildren, stepparents, grandparents, mother-in-law, father-in-law and grandchildren, or any relative residing in the employee's immediate household.

~~15.216.2.~~ Leave of Absence: After completion of his/her probationary period, a leave of absence without pay for a limited period not to exceed thirty (30) calendar days may be granted an employee for job-related educational or training purposes or for other reasons satisfactory to the County where, in the judgment of the Sheriff, the work of the Department would not be seriously handicapped by the temporary absence of the employee requesting such leave. Any such leave must be requested in writing and must be approved by the Sheriff and the County Court. At the discretion of the County, upon further written request by the affected employee, such leave may be renewed or extended for any reasonable period.

~~15.316.3.~~ Military Leave: Military leave shall be granted in accordance with State and Federal law.

~~15.4.~~ Family Medical Leave: ~~Family Medical leave may be taken pursuant to Oregon and Federal law.~~



## ARTICLE ~~16~~17 - INSURANCE AND RETIREMENT

### ~~16.1~~17.1. Health and Welfare:

- A. The County will make available the health insurance plan in place as of the execution of this Agreement or reasonably comparable medical, vision and prescription insurance to bargaining unit employees and their eligible dependents through the remaining term of this Agreement.
- B. Effective on ~~August~~January 1 of each year of this agreement, the County will adjust its contribution in an amount equal to eighty-five percent (85%) of the total premium cost in effect on those dates.
- C. In the event that any of the insurance coverage provided shall have a net premium in an amount per covered employee greater than the applicable basic County contribution, then the individual employee shall be responsible for paying any such difference and the County is hereby authorized to advance such sums for the express purpose of premium payment and then to make automatic payroll deductions from the earnings of any and all covered employees for reimbursement to the County of any such amount advanced. Where the condition of the insurance contract calls for premium payment before the covered month has ended, should an employee not remain on the payroll for the entire calendar month, the employee is automatically liable to the County for any such amounts advanced and the County is hereby authorized to deduct such amounts from the earnings of the employee.
- D. Bargaining unit employees will be allowed to participate in a Section 125 Plan offered by the County to pay any insurance premium amounts for which they are responsible, as well as for other eligible medical and/or dependent care expenses.

~~16.2~~17.2. Dental Insurance: The County agrees to make available through the term of this Agreement for all regular employees who are covered by this Agreement and who qualify under the terms of the program the Blue Cross dental insurance coverage (or comparable coverage). ~~Effective January 1, 2005, the~~ The County will contribute up to 100% of the employee only rate per month towards the premium cost of such dental insurance.

~~16.3~~17.3. Long-Term Disability Insurance: The County shall continue to provide a long-term disability insurance program for all employees who are covered by this Agreement and who qualify under the terms of such program. It is understood and agreed that the premium for such insurance, and the County's obligation under this Section, shall not exceed nine dollars (\$9.00) per month for each eligible employee.

~~16.4~~17.4. Liability Insurance: The County agrees to adequately insure all employees in the bargaining unit against claims by third persons for personal injury or property damage resulting from the performance of an employee, including the use or operation of vehicles or equipment of the County, while engaged in the regular course of assigned duties.

### ~~16.5~~17.5. Retirement:

- A. The County agrees to continue participation in the Public Employees Retirement System (PERS), and/or the Oregon Public Service Retirement Plan (OPSRP), whichever is applicable, subject to the terms and conditions thereof. The County agrees to pay the employee contribution in the amount of six (6) percent of the employee's gross salary.

- B. The “pick up” or contribution payment of employee member monthly contributions to the PERS/OPSRP system shall continue for the life of this Agreement.
- C. The full amount of required employee contributions “picked up” or paid by the County on behalf of employees pursuant to this Agreement shall be considered as “salary” (within the meaning of ORS 238.005) for the purposes of computing an employee member’s “final average salary” within the meaning of ORS 238.005 but shall not be considered as “salary” for the purposes of determining the amount of employee contributions required to be contributed under the PERS/OPSRP plans. Such “picked up” or paid employee contributions shall be credited to employee accounts and shall be considered to be employee contributions for the purposes of ORS Chapter 238 and ORS Chapter 238A.

16.617.6. Life Insurance: The County shall pay the premium for present levels of life insurance coverage throughout the term of this Agreement.

## ARTICLE ~~17~~18 - TRAINING AND CERTIFICATION

~~17.1~~18.1. Training: Ongoing schooling, training, and professional improvement are recognized as essential elements in maintaining and upgrading the duties and services of the Sheriff's Department. Both the Sheriff and each individual employee are expected to work towards furtherance of this goal.

- A. Notice of all DPSST approved classes and other training opportunities received by the Sheriff shall be posted on the departmental bulletin board.
- B. All requests for approval of schooling or training classes shall be made in writing, and the Sheriff or designee shall respond in writing, either granting approval or denying the request, and setting forth the reasons for any denial. This response shall be returned to the employee within fourteen (14) calendar days of the receipt of the request by the employee's supervisor.
- C. Employees who fail to complete at least twenty (20) hours of approved schooling and/or training during a fiscal year shall be ineligible to receive a merit step.
- D. An employee who possesses a DPSST Certificate referred to in Section ~~17.3~~18.3 must complete at least twenty (20) hours of approved schooling and/or training during a fiscal year in order to receive a certification pay premium during the following fiscal year. This schooling and/or training is in addition to any required of the employee under paragraph C of this section.
- E. As a condition of enforcing the ability to deny salary step advancement as provided in paragraph C of this section, the County agrees to provide for sufficient local training opportunities that are relevant to each employee's training needs and work assignments so as to allow the employee to achieve the necessary training without undue hardship.
- F. When an authorized school or training class is attended during regularly scheduled work hours, the employee will be compensated at his/her regular rate of pay.
- G. When the employee attends an authorized school or training course on his/her regularly scheduled day(s) off such attendance will not be considered hours worked and will not be compensated unless any of the following are applicable: his/her attendance was required by the Sheriff, the training is directly related to the employee's job (other than specialized or follow-up training required by law or ordinance for certification), or the employee performed productive work during such attendance. In the event the training is to be compensated, the employee will be compensated at the appropriate regular or overtime rate of pay. When an employee is attending school at the DPSST Academy, he/she shall be compensated as a regularly scheduled workday.

~~17.2~~18.2. Tuition Reimbursement: For the purpose of encouraging employees to pursue appropriate formal education, the County shall reimburse employees for educational training courses taken with written approval of the Sheriff, pursuant to the following qualifications:

- A. Only regular employees who have been so employed for at least one (1) year will be eligible for reimbursement.

- B. Reimbursement expenses shall be restricted to tuition, course fees and required textbooks, and no more than nine (9) hours of credit may qualify for payment under this plan in any given quarter.
- C. To obtain reimbursement, the course must be taken from a recognized and accredited school.
- D. Reimbursement shall be conditioned upon presentation of evidence to substantiate the expense and evidence of a "pass" or "C" grade or better.

~~17.318.3. Certificates:~~

- ~~A. Subject to the provisions of subparagraph D of Section 17.118.1, any employee who has been employed by the Wasco County Sheriff's Department for at least six (6) months and who possesses an Intermediate Certificate from DPSST in the field in which he/she is then working shall receive a premium of two and one half percent (2½ %) of base salary per month in addition to his/her regular salary.~~
- ~~B. Subject to the provisions of subparagraph D of Section 17.118.1, any employee who has been employed by the Wasco County Sheriff's Department for at least six (6) months and who possesses an Advanced Certificate from DPSST in the field in which he/she is then working shall receive a premium of five percent (5%) of base salary per month in addition to his/her regular salary.~~

~~17.418.3. Fitness Incentive:~~ The County will provide a wellness program open to all employees, such as Healthy Benefits, so long as available through medical and hospital insurance. The Sheriff encourages active participation in wellness activities by all his employees. If adequate space is available at the discretion of the County, employees may supply fitness equipment for working out on the employee's own time. Employees will assume full responsibility for maintaining any fitness equipment, and will hold the County harmless from any liability as a result of their use of the equipment for working out in the facility. Employees will be required to sign any releases that the County may require before using the equipment or working out in the facility. ~~Full-time employees are eligible for a fitness incentive of \$100 if they pass the Oregon Physical Abilities Test (ORPAT). The ORPAT may be taken on a semi-annual basis and employees will receive a total annual fitness incentive of \$200 if they pass the test both times. Part-time employees are not eligible for the fitness incentive.~~

## ARTICLE ~~18~~19 - CLOTHING AND EQUIPMENT

~~18.19.1.~~ 18.19.1. Uniforms: The County will furnish all required uniforms, excepting footwear.

~~18.219.2.~~ 18.219.2. Side Arms: A side arm meeting the Sheriff's specifications shall be made available to each Deputy Sheriff for use as a duty weapon. Each Deputy shall be responsible for the care and maintenance of his/her side arm and shall return it in serviceable condition upon the termination of his/her employment.

### ~~18.319.3.~~ 18.319.3. Repair or Replace Personal Property:

- A. The County shall reimburse employees, up to a maximum of fifty dollars (\$50.00), for loss or damage to their wristwatch incurred while in the line of duty. The County shall reimburse employees, up to a maximum of one hundred seventy-five dollars (\$175.00), for loss or damage to their eyeglasses incurred while in the line of duty, provided such reimbursement is not available from Workers' Compensation or health insurance.
- B. With the Sheriff's approval, an employee may choose to use his/her own side arm or other item of required equipment (e.g., leather) instead of that provided by the Sheriff. If the item is approved by the Sheriff, the Sheriff shall repair or replace such items when they are lost or damaged in the line of duty, so long as the loss or damage was not the result of the employee's negligence. The Sheriff's obligation under this paragraph shall not exceed the cost of the corresponding departmental issue item.

~~18.419.4.~~ 18.419.4. Boot Allowance: The Sheriff agrees to reimburse employees for expenses incurred for the purchase of boots necessary and appropriate for assigned duties, not to exceed ~~one~~two hundred ~~fifty~~ dollars (\$~~200~~~~150~~) every three (3) years from the date of the employee's last purchase.

**[NEW ARTICLE]**

**ARTICLE 20 - ALCOHOL AND DRUG TESTING**

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The parties recognize the importance of maintaining an employment workplace which is free of alcohol and drug abuse. The parties hereby incorporate the terms of the County's Zero Tolerance Drug Free Workplace Policy. Employees who violate the policy will be subject to disciplinary action up to and including termination.

## ARTICLE ~~1921~~ - CLOSING

~~19.121.1.~~ Savings Clause: Should any Article, Section, or portion thereof, of this Agreement be held unlawful and unenforceable by any Court of competent jurisdiction, or any administrative agency having jurisdiction over the subject matter, such decision shall apply only to the specific Article, Section, or portion thereof directly specified in the decision; upon the issuance of any such decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated Article, Section, or portion thereof. All other portions of this Agreement, and the Agreement as a whole, shall continue without interruption for the term thereof.

~~19.221.2.~~ Funding: The parties recognize that revenue needed to fund the wages and benefits provided by the Agreement must be approved annually by established budget procedures. All such wages and benefits are therefore contingent upon sources of revenue and annual budget approval. The County has no intention of cutting the wages and benefits specified in this Agreement because of budgetary limitations, but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement. The County agrees to include in its annual budget request amounts sufficient to fund the wages and benefits provided by this Agreement, but makes no guarantee as to passage of such budget requests pursuant to established budget procedures.

~~19.321.3.~~ Entire Agreement: The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement constitutes the sole and entire existing Agreement between the parties. Except as specifically modified by or treated in this Agreement, all policies, matters, questions and terms affecting unit employees in their employment relationships with the County shall be governed by the Rules and Regulations of the Wasco County Civil Service Commission and by the Wasco County Personnel Ordinance. Except as otherwise provided by this agreement, the County and the Association for the life of this Agreement each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

**ARTICLE ~~20~~<sup>22</sup> - TERM AND TERMINATION**

This Agreement shall be effective as of its execution, and shall remain in full force and effect through June 30, 201~~8~~<sup>4</sup>. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not later than sixty (60) calendar days prior to the expiration or subsequent anniversary date that it wishes to modify this Agreement for any reason. In the event such notice is given, negotiations shall begin not later than thirty (30) calendar days after said notice. This Agreement shall remain in full force and effect during the period of negotiations.



WASCO COUNTY DEPUTY SHERIFFS  
ASSOCIATION

\_\_\_\_\_  
WCLEA President

\_\_\_\_\_  
WCLEA Vice President

|

WASCO COUNTY

\_\_\_\_\_  
Rod Runyon, Chair, County Commission

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

\_\_\_\_\_  
~~Sherry Holliday~~ Steve Kramer, County  
Commissioner

WASCO COUNTY SHERIFF'S  
DEPARTMENT

By: \_\_\_\_\_  
Rick Eiesland, Sheriff

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

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

**APPENDIX A – WASCO COUNTY SHERIFF’S DEPARTMENT PAY PLAN NEW**  
**WAGE SCALE**

~~Adjust wages across the board as follows:~~

~~Effective July 1, 2012, adjust wage scales across the board for all classifications by 1.5%.~~

~~Effective July 1, 2013, adjust wage scales across the board for all classifications by 1.5%.~~

~~It is the intent of the County Court and this Contract that the minimum time of service in step within the Sheriff’s Department for employees shall be one (1) year. Progression from one step to another is not automatic with minimum time, but is subject to the recommendation of the supervisor and/or appointing officer.~~

**APPENDIX B – WAGE SCALE WASCO COUNTY COMPENSATION POLICY**

## **SIDE LETTER OF AGREEMENT REGARDING ARTICLE 11 – COMPENSATION**

The parties understand and agree that Wasco County has undergone an extensive process to fairly evaluate wages based on available data in the labor market. The County rolled out its new compensation program for non-represented employees effective May 1, 2014. WCLEA has agreed to fall under the same compensation program. Wages for bargaining unit employees effective July 1, 2014, are set forth in Appendix A. Future adjustments to the pay scale will be determined based on a review of comparable jobs in the labor market. Comparisons will be based on positions that are at least a 70% job description match or better as well as internal equity, direct market comparisons and salary survey data as described in the compensation policy and accompanying documents. This process will be conducted by HR Answers or a similar outside compensation consultant based on an evaluation of the market. The salary review will be conducted every two years and will be implemented on July 1st of the following budget year (i.e., start of the third year). The details of the compensation policy are set forth in a separate document titled “Wasco County Compensation Policy” (Appendix B) and are incorporated into this Side Letter of Agreement. To the extent the collective bargaining agreement (CBA) conflicts with provisions of the Compensation Policy, the CBA controls.

The compensation program is designed to operate as part of a holistic compensation philosophy for Wasco County. As such, the parties agree and acknowledge that integrity of the program is lost if it is pulled apart into components or otherwise changed. Therefore, if neither party opts out of the compensation program at the expiration of the CBA, the parties agree that this Side Letter of Agreement will continue beyond the expiration of the CBA through June 30, 2021, and that wages will be determined based on the results of the wage survey in accordance with the County’s compensation policy rather than through labor negotiations. If the Association chooses at the expiration of any CBA to no longer participate in this compensation philosophy, then the parties agree that employees shall return to the six-step pay scale that was in effect on June 30, 2014, which will be trended based on the percentage differences from the new scale back to the six-step pay scale as of June 30, 2014.<sup>1</sup> Positions not included on this scale, which have been used in the past, will also be scored and trended in the same manner. Conversely, if the County chooses to opt out of the compensation program at the expiration of any CBA, employees will remain at their current established rate of pay until the parties negotiate a new rate of compensation.

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<sup>1</sup> For example, if an employee receives an 8% salary increase effective July 1, 2014, as a result of the new compensation policy, and the Association chooses to opt out of the Wasco County Compensation Policy in 2018, the employee’s 2018 salary will be adjusted downward by 8% when he/she is placed back on the six-step pay scale as a result of discontinuing the compensation policy. Similarly, if an employee receives a 1% salary increase on July 1, 2014, the employee’s 2018 salary will be adjusted downward by 1% as a result of discontinuing the compensation policy.

Upon the expiration of this Side Letter of Agreement, the Association may choose to either renew this Side Letter of Agreement or return to the six-step scale which will be trended based on the percentage differences from the new scale back to the scale as of June 30, 2014.

_____	_____
WCLEA Representative	County Representative
Date: _____	Date: _____

**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
WASCO COUNTY, OREGON  
AND  
WASCO COUNTY LAW ENFORCEMENT  
ASSOCIATION**

**EFFECTIVE THROUGH JUNE 30, 2018**

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## **PREAMBLE**

This contract, hereinafter referred to as the Agreement, is entered into by Wasco County, Oregon, and the Wasco County Sheriff, hereinafter jointly referred to as the “County,” and the Wasco County Law Enforcement Association, hereinafter referred to as the “Association.” The County and the Association acknowledge that there is a statutory division of authority and responsibility between the County Board of Commissioners and the Sheriff with respect to administration of the Department affected by this Agreement and that Oregon Revised Statutes shall control in the event of conflict with any provision of this contract.



## **ARTICLE 1 - SCOPE OF AGREEMENT AND RECOGNITION**

**1.1. Scope of the Bargaining Unit:** The bargaining unit covered by this Agreement shall consist of all full-time, paid deputy sheriffs, records clerks, communications officers, animal control officers, assistant animal control officers, and civil deputies. The chief deputy, lieutenants, sergeants, supervisors, administrative assistants, and confidential employees are excluded from the bargaining unit.

In the event a new job classification is created within the Sheriff's Office, the County and the Association will discuss whether or not the new classification will be included in the bargaining unit.

**1.2. Recognition:** The County recognizes the Association as the sole and exclusive bargaining representative for all employees in the Sheriff's Department as described in Section 1.1 of this Agreement.

**1.3 Time Computation:** Unless otherwise expressly stated, "days" shall be defined as full business days, Monday through Friday, excluding holidays.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

**2.1. Management Rights:** Except as otherwise specified in this Agreement, the rights of members of the bargaining unit are limited to those specifically set forth in this Agreement. The County retains all rights, responsibilities, prerogatives, and functions not specifically limited by the terms of this Agreement. Except as required by ORS 243.650, et seq., the County shall have no obligation to bargain with the Association with respect to any subjects or the exercise of its discretion and decision making on any subjects not covered by terms of this Agreement.

Without limitation, but by way of illustration, the exclusive prerogatives, functions, and rights of the County shall include the following:

1. To determine the services to be rendered to the citizens of the County.
2. To determine and to follow the County's financial, budgetary and accounting procedures.
3. To direct and supervise all operations, functions, and policies of the department in which the employees in the bargaining unit are employed, and operations, functions and policies in the remainder of the County as they may affect employees in the bargaining unit.
4. To close or liquidate any office, branch, operation, facility or combination of facilities, or to relocate, reorganize or combine the work of divisions, offices, branches, operations or facilities for budgetary or other reasons.
5. To manage and direct the work force, including, but not limited to, the right to determine the methods, processes and manner of performing work; the right to hire, promote, and retain employees and to transfer them within the same pay range; the right to lay off subject to Article 7 of this Agreement; the right to abolish positions or reorganize the department; the right to determine schedules of work subject to Article 5 of this Agreement; the right to purchase, dispose of and assign equipment or supplies.
6. To determine the need for a reduction or an increase in the work force and the implementation of any decision with regard thereto.

7. Except as required by ORS 243.650, et seq., to establish, revise and implement standards for hiring, classification, promotion, quality of work, safety, materials, equipment, uniforms and appearance.
8. Except as required by ORS 243.650, et seq., to implement new, and to revise or discard, wholly or in part, old methods, procedures, materials, equipment, facilities and standards.
9. To contract or subcontract work as may be determined by the County, provided that as to work which has been previously and regularly performed by employees in the bargaining unit, the County agrees to afford an opportunity for the Association to negotiate with the County as to the effect of such action on wages, hours and conditions of employment in the bargaining unit prior to finalizing or implementing any decision concerning such contracting or subcontracting.
10. To assign shifts, workdays, hours of work and work locations subject to Article 5 of this Agreement.
11. To designate and to assign all work duties.
12. To introduce new duties within the unit.
13. To determine the need for and the qualifications of new employees, transfers and promotions.
14. To discipline, suspend, demote or discharge an employee so long as such action is not arbitrary, in bad faith or without just cause.
15. To determine the need for additional educational courses, training programs, on-the-job training and cross-training, and to assign employees to such duties for periods to be determined by the County.
16. To schedule meetings of employees and require attendance at such meetings, subject to the provisions of Article 11 of this Agreement.

2.2. Future Rules: The parties jointly recognize that the elected officials of the County are directly responsible to the citizens of the County and to the public for the performance of the functions and services performed by the County; it is jointly recognized that the County must and does retain broad authority to fulfill and implement its responsibilities and may do so by adoption of written work rules. It is agreed that no existing work rule or new work rule will be promulgated or implemented which is inconsistent with a specific provision of this Agreement, provided that the requirements of Oregon Law will always be paramount. All work rules which have been or shall hereafter be reduced to writing shall be posted within the department for a period of ten (10) days and shall be furnished to an Association officer at the time the rule is posted. In the event the Association considers a work rule to be inconsistent with a specific provision of this Agreement or to be a bargainable subject, or otherwise wishes to discuss the rule, the Association shall so notify the Sheriff in writing within the ten (10) day posting period. In such event, the rule shall be discussed or negotiated between the Sheriff and/or his designee and the Association. A copy of an updated Policy and Procedure Manual shall be accessible to each employee and furnished to the Association upon request.

2.3. Nothing in this Agreement, or in this Article, will be construed to prevent the County from initiating any program or change which is not contrary to an express provision of this Agreement. In the event the County desires to amend or modify or change any of its policies affecting existing conditions involving a mandatory subject of bargaining (including the decision

and/or its impact) over which the Association has not otherwise waived its right to bargain, the County will provide the Association with written and oral notice of the proposed change. The Association shall have ten (10) days to object in writing and orally to the person proposing the change or their designee. The failure of the Association to object in writing to the proposed change within ten (10) days of the notice provided for above shall serve as a waiver of the Association's right to bargain. The Association's written objection shall specify the nature of the objection and identify whether the Association believes the proposed change involves a mandatory bargainable subject or a mandatory bargainable impact of a permissive subject.

If the County agrees that the proposed change or its impact is mandatory, the parties shall bargain in good faith over said changes for a period not to exceed twenty (20) days. If after the passage of twenty (20) days, the parties have not reached agreement, either party may declare an impasse and initiate interest arbitration pursuant to ORS 243.746, by requesting a list of thirteen (13) arbitrators from the Employment Relations Board. Within seven (7) days of receipt of the list from the ERB, the parties, by lot, will alternately strike names from the list until only one (1) arbitrator remains on the list, who shall serve as the arbitrator. The arbitrator shall make a binding decision on the parties as to whether the County's proposal or the Association's proposal shall be adopted pursuant to the interest arbitration criteria established by law.

2.4. Probationary Employees: The Association recognizes the right of the Sheriff to terminate the employment of a probationary employee for any reason and to exercise all rights not specifically modified by this Agreement with respect to such employees, including, but not limited to, the shifting of work schedules or job assignments, the assignment of on-the-job training, cross-training in other classifications, and the requirement that such employees attend training programs, including on their off-duty time.

2.5. Filling of Job Openings: Whenever a job opening in the Sheriff's Department occurs, notice of such opening will be posted in the department for a period of one (1) week to provide employees the opportunity to apply for the job. Where, in the Sheriff's judgment, based on prior performance and experience of the employees, applicable Civil Service exam results, and other relevant criteria, the relative qualifications, aptitude and ability to perform the work are equal between two (2) or more internal applicants for an opening, the employee with the greater departmental seniority shall be offered the position first. As between equally qualified internal and external applicants based on the criteria stated above, the existing employee shall be offered the position first. The Sheriff shall determine the step on the salary schedule at which the employee selected to fill the job opening will be placed, and shall advise the employee of that information at the time he/she offers the position to the employee. Upon request, a senior employee who is not selected shall be provided with a written explanation for nonselection.

2.6. Outside Employment: Employees wishing to engage in off-duty employment must obtain written approval from the Sheriff. In order to be approved, the outside employment must:

- A. Be compatible with the employee's County duties;
- B. In no way detract from the efficiency of the employee in County duties;
- C. In no way be a discredit to County employment;
- D. Not take preference over extra duty required by County employment;

- E. Request and approval must be in writing, with a copy provided to the employee by the Sheriff.

2.7. Temporary Employees: A temporary employee shall not be employed for more than six (6) consecutive months.

### **ARTICLE 3 – ASSOCIATION RIGHTS**

#### 3.1. Fair Share:

- A. Dues/Fair Share Deduction: All employees covered by the terms and conditions of this Agreement shall become members of the Association or shall make payments in lieu of dues (fair share payments) to the Association. The parties agree to a fair share agreement, and in accordance with such, it is agreed that each employee who is a member of the bargaining unit herein defined but who is not a member of the Association shall be liable to contribute to the Association as representation costs an amount as determined by the Association's Executive Board. The County agrees to deduct dues or an amount equal to the required monthly dues (fair share) as determined by the Association's Executive Board from the wages of each employee covered by this Agreement. The County agrees to deposit the total amount deducted from all covered employees into an established account designated by the Association, on a monthly basis. The County will provide a listing of each bargaining unit member and fair share employee and the amount deducted, to the Association, on a semi-annual basis.
- B. Religious Exemption: If an employee certifies in writing to the Association and the County the presence of bona fide religious tenets or teachings of a church or religious body of which such employee is a member and if such employee provides concurrently, authorization for a non-religious charity deduction equal to the fair share amount as mutually agreed between the Association and the employee, the provisions of Section 3.1 hereof shall not apply. An in-lieu-of fair share payment other than a non-religious charity may be mutually agreed between the Association and the employee. In such instance, the Association and the employee shall provide written notification and/or authorization to the County as applicable.
- C. Hold Harmless: The Association agrees to indemnify and hold the County harmless from and against any and all claims, suits, orders or judgments brought against the County as a result of the County's compliance with the provisions of this Section and to reimburse any fees, costs or expenses incurred by the County in connection with same.

3.2. Labor Relations Training: Subject to the operating requirements of the Department, members of the Association Executive Board shall be allowed an unpaid leave of absence or shall be allowed to use accrued vacation or compensatory time for the purpose of attending labor relations training and conferences.

3.3. Bulletin Boards: The County agrees to authorize the use of bulletin board space in convenient places to be used by the Association in communicating with the bargaining unit members. The Association shall limit its posting of notices and bulletins to such bulletin boards. The contents of such notices and bulletins shall be limited to the posting of factual information as it relates to employees and the business of the Association.

3.4. Safety Committee: An employee representative selected by the Association shall be included as a member of the County Safety Committee. The Safety Committee shall meet at regular times, and shall be responsible for reviewing and recommending County health and safety policies and procedures, for workplace inspections to locate and identify safety and

health hazards, for investigating safety-related incidents, and for such other activities as the County Safety Committee and the County may determine would promote health and safety in the workplace.

3.5. Collective Bargaining Agreement Renewal Sessions: The Association's negotiating team, to be composed of no more than two (2) on-duty employees, shall be permitted to attend negotiation meetings with the County relative to securing contract renewal without loss of pay, unless such absences hamper the normal operations of the Sheriff's Department. The dates, times, and places for these negotiation sessions will be established by mutual agreement between the parties.

3.6. Contract Administration: The County agrees that, subject to the operating requirements of the Department and with supervisory approval, a designated Association officer may during normal working hours without loss of pay or benefits, attend meetings with County representatives pertaining to labor relations and attend hearings and arbitrations between the Association and the County. Hours utilized for this purpose shall not be considered hours worked in determining the payment of overtime. Work hours shall not be used by Association officers, employees or representatives for solicitation of Association membership, collection or checking of dues or other activities relating to the internal business of the Association. Subject to the operating requirements of the Department and with supervisory approval, on duty employees may attend Association meetings no more often than quarterly and no longer than two (2) hours in duration, but shall be subject to call.

3.7. Association Mailbox: The County agrees to provide the Association a mailbox in the Sheriff's Department. The parties agree that unless otherwise provided in this Agreement, delivery or notice to the Association as required by this Agreement shall be satisfied with delivery to the designated Association mailbox.

#### **ARTICLE 4 - NO STRIKE CLAUSE**

4.1. No Strike Clause: No employee covered by this Agreement shall engage in any work stoppage, slowdown, picketing or strike at any location in the County during the duration of this Agreement. If any such work stoppage, slowdown, picketing or strike shall take place, the Association will take all reasonable steps to immediately notify such employees so engaging in such activities to cease and desist. Employees in the bargaining unit, while acting in the course of their employment, shall not refuse to cross any picket line established in the County by a labor organization when called upon to cross such picket line in the line of duty. Any employee engaging in any activity in violation of this Article shall be subject to disciplinary action, including discharge by the County.

#### **ARTICLE 5 - HOURS OF WORK**

5.1. Workweek: The "workweek" shall be defined as seven (7) consecutive calendar days commencing on Monday at 5 a.m. and ending the following Monday at 4:59 a.m. for employees working in the 911 center, and commencing Monday at 6 a.m. and ending the following Monday at 5:59 a.m. for all other employees.

5.2. Hours:

- A. The regular hours of work each workweek, to the extent consistent with operating requirements of the Sheriff's Department and the need for continuous service to the County throughout the week, shall be five (5) consecutive days of eight (8) consecutive hours of work per day, including meal and rest periods.

- B. At the option of the County, the regular hours of work each work week may be scheduled on the basis of four (4) consecutive days of ten (10) consecutive hours of work per day, including meal and rest periods.
- C. The other provisions of this Article notwithstanding, it is recognized that employees on Special Assignments must work such hours as the nature of the Special Assignment requires, and that, by mutual agreement between the County and the employee, the hours of work each day or each week may sometimes not be consecutive for an employee on a Special Assignment while carrying out the responsibilities of the Special Assignment. Special Assignments shall be those made by the Sheriff to individual Deputy Sheriffs to carry out or perform a specific function on a temporary or ongoing basis. The Special Assignments for which non-consecutive hours may be worked include Investigator, Search and Rescue Coordinator, Traffic Safety Team, Marine Deputy, School Resource Officer, Narcotics Task Force Officer, Training Officer and Range Master.

5.3. Work Schedules: Subject to Sections 5.1 and 5.2 of this Article, all employees shall be scheduled to work on a regular work shift, and each shift shall have regular starting and quitting times. Work schedules showing the employees' shifts, workdays and hours shall be posted on department bulletin boards. Except for emergencies and other situations beyond the County's control, and for the duration of the emergency or other situation, changes in work schedules shall be posted at least seven (7) calendar days prior to the effective date of the change.

Shift changes which occur without seven (7) calendar days' prior written notification shall be subject to premium pay at time and one-half the employee's regular rate of pay. The premium pay liability shall be limited to those hours of the first two (2) days of a shift change which fall outside the employee's previously scheduled work hours. However, if a shift change without the seven (7) calendar days prior notification is the result of a bona fide emergency or other situation beyond the County's control which could not reasonably have been anticipated, the schedule change shall, for purposes of overtime payment, be treated as though seven (7) calendar days prior notification had been given.

5.4. Shift Assignments:

A. Shift Change and Rotation for Patrol Deputies.

- 1. Shift Scheduling. The regular shift rotation shall occur approximately every three (3) months. The County will allow patrol deputies to select two (2) of the four (4) shift schedules that he or she is to be scheduled to work during the year, as follows:
  - a. The County shall first post a master schedule of the anticipated available shifts for each quarter of the year.
  - b. Each employee, starting with the employee who has the most class seniority, shall in turn indicate his or her shift preference as to any two (2) of the four (4) shift tours that he or she wishes to work among those indicated on the master schedule that have not been previously selected by more senior employees. However, any employee who at the time of selection of shifts for the following year worked twenty (20) or more days on a shift other than the shift he/she selected as a result of shift reassignment pursuant to part 2c below, shall select by seniority three (3) of the four (4) shift tours that he or she will work.

- c. After all employees have made two (2) or three (3), if applicable, shift tour selections, the County shall, without limits as to its discretion, schedule the remaining shift tours for each employee so as to complete the work schedule for the year.
2. Exceptions. With regard to the above procedure, it is recognized that the scheduling of shifts on the basis of employee preference will not be allowed to interfere with the County's ability to provide the best and most cost-effective service to the public. By way of example thereof, the following exceptions to the above shift scheduling procedure are made:
  - a. Probationary employees shall not be subject to these shift selection procedures.
  - b. Employees assigned to a particular activity that is traditionally associated with specific work schedules shall not be subject to the provisions of these shift selection procedures. Examples of such assignments include the following:
    - (1) Investigations
    - (2) Narcotics
    - (3) Inter-Agency Task Force
    - (4) Marine Deputy
  - c. The County shall continue to have the right to change the scheduled work shift of employees in order to meet operational needs and to respond to changes in staffing due to employee terminations, employee disabilities, budgetary exigencies and the like. Notice of any permanent change in the regular work schedule will be posted at least two (2) weeks in advance. The foregoing shall not apply when the change in schedule is for reasons beyond the control of the County.
- B. Rotating shifts shall not be applicable to or may be modified in the following situations:
  1. A resident assigned deputy;
  2. Criminal investigator training position, normally of six (6) months to one (1) year of duration;
  3. Special Assignments, except Search and Rescue Coordinator, Training Officer and Range Master;
  4. Authorized and available "light-duty" work assignments for injured employees that place the employee on a temporary "fixed" shift;
  5. Prior authorized and approved "preference" vacation schedules that, due to unanticipated vacancies (terminations, etc.), necessitate temporary changes in the normal rotation;
  6. Training situations;

7. Any unforeseen or emergency situation that would necessitate a change in the normal rotation for a reasonable period of time.
- C. Any individual who, due to training, is advanced beyond, and therefore, loses a part of his/her shift rotation, will be given an equal amount of “makeup” time on that shift when the training is completed through a temporary trade with the trainee. The trainee’s regular rotation will not be designated until the “makeup” time is completed.
- D. By mutual agreement between the employee and his/her supervisor, the schedule of an employee assigned to a Special Assignment position of Investigator, Search and Rescue Coordinator, Traffic Safety Team, Marine Deputy, School Resource Officer, Narcotics Task Force Officer, Training Officer or Range Master, or of a Patrol Deputy may be “flexed” to allow the employee to work more than the number of hours in his/her regular shift without payment of overtime, provided that during the same workweek the employee is allowed an amount of time off without pay equal to the amount of daily time worked in excess of the number of hours in the employee’s regular shift. Flex time shall not result in overtime or compensatory time to the County unless the employee works more than forty (40) hours in the workweek involved, and the parties specifically waive application of ORS 279.340 whenever a flex time schedule or schedule adjustment occurs.

5.5. Shift Rotation: The parties agree that the workweek will remain the same for all employees (Monday, 5 am through the following Monday, 4:59 am for employees working in the 911 center, and Monday, 6 am through the following Monday, 5:59 am for all other employees), even in weeks in which an employee rotates to a new schedule in accordance with Sections 5.3 and 5.4 hereof. The parties agree that if a shift rotation results in an employee working more than forty (40) hours in a workweek, the employee will be paid overtime in accordance with Section 11.3 of this Agreement. The parties further agree that if a shift rotation results in an employee working less than forty (40) hours in a workweek, the employee may make up the additional hours needed to reach forty (40) in the workweek from accrued vacation or compensatory time off, or by working the additional hours if shifts are available. The parties agree that in a shift rotation, an employee will get at least two days off between the old shift and the new shift. If an employee does not get at least two days off in such circumstances, the employee will be paid time-and-a-half for any work performed on those two days.

5.6. Meal Periods: To the extent consistent with the operating requirements of the department, continuous shift employees will normally be granted a meal break of thirty (30) minutes which shall be considered on-duty time. Any employee required to work four (4) or more hours beyond his/her scheduled quitting time shall be provided with a meal either during or at the conclusion of his/her extended shift. Dispatch personnel who are not allowed to leave their work station during their meal break will have a meal provided to them. Employees who are not assigned to continuous shifts shall receive a nonpaid duty-free lunch period of one-half (1/2) to one (1) hour.

When an employee is on authorized travel outside the County, a meal allowance in an amount up to the current State/Department of Administrative Services rate shall be allowed.

5.7. Break Periods: Employees shall be relieved of their duties for 10 minutes during each half shift. If such break time is not prescheduled, an employee may take it at such time(s) as workloads allow. Employees may be subject to call during such periods, and will not receive extra compensation if they do not receive or are required to work during a break.



5.8: No provision of this Agreement shall be construed as establishing or inferring a guarantee of any hours of work per day or per week.

## **ARTICLE 6 - PROBATIONARY PERIOD**

6.1. Probation Period: The probationary period is an integral part of the employee selection process and provides the County with the opportunity to upgrade and improve the quality of its services to the citizens of the County by observing a new employee's work, training new employees, and assisting new employees in adjusting to their positions, and by providing an opportunity to reject any employee whose work performance fails to meet required work standards. Probationary employees are covered by this Agreement.

6.2. Length of Probation: Whenever a new employee is hired, promoted or transferred into a bargaining unit position, he/she shall serve a probationary period of twelve (12) full months of employment, unless the position requires certification by the Oregon DPSST and he/she does not possess the certification required of the position, in which event the probationary period shall be eighteen (18) full months of employment. Every new employee who successfully completes his/her initial probationary period shall become a regular employee.

6.3. Current Employees: In instances where a current employee assumes a different position in the bargaining unit, the employee will be subject to reclassification to his/her former position for unsatisfactory performance in the new position, or he/she may voluntarily return to his/her last job position, for a period of up to sixty (60) calendar days from the date the employee assumes the different position. After sixty (60) calendar days, the employee will only be entitled to return to the next available opening in the employee's previous classification for up to six (6) months.

## **ARTICLE 7 - SENIORITY**

7.1. Definitions: Except as otherwise specifically provided herein, an employee's seniority shall be regarded as his/her "departmental seniority" and/or his/her "classification seniority." Departmental seniority shall be the employee's total length of unbroken employment with the Sheriff's Department, and classification seniority shall be the employee's total length of unbroken employment in his/her current classification. An employee's length of employment shall be his/her most recent period of continuous employment within the department or the classification.

7.2. Continuous Employment: Continuous employment for the purpose of accumulating vacation leave credit shall be service unbroken by separation from employment with the County. Periods of excused absence of less than one (1) month shall be included as continuous employment. Unless the law otherwise requires, layoffs of one (1) month or more, or leaves of absence of one (1) month or more, including absences due to sick leave, will not be counted as part of continuous employment for accrual purposes, but employees returning from any such leave and from layoff status within one (1) year of the layoff shall be entitled to credit for service prior to the absence.

If an employee is on a bona fide time loss injury, and is able to return to work within one (1) year, the period of the injury shall be considered as continuous employment for purposes of maintaining said employee's seniority. The employee shall also continue to receive all of the health, welfare and life insurance benefits that the County is permitted by law to provide that are specified in Article 16 of this Agreement for up to one (1) year.

7.3. Loss of Seniority: All seniority shall be lost for the following reasons:

- A. If the employee voluntarily quits or resigns;
- B. If the employee is discharged;
- C. If the employee retires;
- D. If the employee is laid off because of a reduction in force or lack of work for a period in excess of one (1) year;
- E. Unless a reason satisfactory to the Sheriff is given, failure to respond within five (5) days after receipt of a notice of recall from a layoff. Such notice shall be sent by certified mail, return receipt requested, and marked "deliver to addressee only," to the employee's last known address on file with the County;
- F. Failure to register in person or by mail with the County at least once every thirty (30) calendar days during periods of layoff, signifying his/her availability for recall and updated address and telephone number.

7.4. Layoff and Recall: In the event of a layoff of employees in the department, selection of employees retained will be in accordance with classification seniority within the affected job classification(s), so long as the senior employees possess qualifications, aptitude and ability to perform the work equal to those of the employees laid off. Except in unusual circumstances, employees shall normally be given at least two (2) weeks' notice of layoff. In the event an employee displaced from his/her job by reason of a layoff is unable to bump to another job classification(s) in which he/she has previously accrued seniority because the classification is a corrections classification which was transferred to NORCOR, then for purposes of layoff and recall only, the displaced employee's classification seniority shall be deemed the same as his/her departmental seniority.

Only in the event of a layoff shall employees have bumping rights. An employee displaced from his/her job by reason of a layoff shall only be entitled to bump to other job classifications in which they are certified and have previously accrued seniority, provided the displacing employee has greater departmental seniority and possesses qualifications, aptitude and ability to perform the work equal to the employee he/she displaces.

Employees will be recalled from layoff in the reverse order of the layoff.

7.5 Seniority List: Upon request, the Sheriff shall provide the Association with a copy of the seniority list.

7.6 Specialty Assignments: Vacant specialty assignments for search and rescue coordinator, reserve coordinator, posse coordinator, traffic safety team, marine deputy, school resource officer, training officers, range master, and other specialty assignments not specifically excepted herein shall be posted by the Sheriff for at least fourteen (14) days in order to allow interested employees to apply for the assignment. Appointments to specialty assignments shall be made on the basis of qualifications and competence as determined by the Sheriff. Ties will be broken by seniority. Disagreements over assignments and removals from assignments under this section may be grieved through Step 2 of the grievance procedure.

## **ARTICLE 8 - DISCIPLINE AND DISCHARGE**

8.1. Discipline: Disciplinary action shall be limited to the following:

- A. Written reprimand

- B. Suspension without pay
- C. Reduction in pay
- D. Demotion
- E. Discharge

Disciplinary action shall only be taken for just cause, which shall include application of progressive discipline when consistent with the nature of the offense and other relevant circumstances. If an employee is to be disciplined, he/she shall receive written notice specifying the reason or reasons for the disciplinary action, the policies, procedures, rules, regulations and/or laws determined to have been violated and the facts which lead to the disciplinary conclusion. If the Sheriff or another supervisor has reason to discipline an employee, he/she shall not impose such discipline in a manner that will unduly embarrass or humiliate the employee before other employees or the public.

The appeal of any disciplinary action shall be made through the grievance procedure set forth in Article 10. The Association may process a grievance concerning economic discipline commencing at Step 2 of the grievance procedure. Employees shall not be permitted to pursue any disciplinary action grievance arising under this Agreement to the County Civil Service Commission.

8.2. Discharge: Any employee may be discharged during his/her probationary period without recourse to the provisions of this Article or the grievance procedure (Article 10) of this Agreement.

## **ARTICLE 9 - EMPLOYEE RIGHTS**

### 9.1. Employee Bill of Rights:

Whereas, the security of Wasco County and its citizens, plus the integrity and reputation of the Wasco County Sheriff's Department, depends to a great extent on the manner in which employees of the Sheriff's Department perform their varied and difficult duties, the performance of which duties involves those members in all manner of contacts and relationships with the public; and

Whereas, out of such contacts and relationships may arise questions concerning the actions of members of the Department;

Now, therefore, to ensure that such investigations are conducted in a manner conducive to good order and discipline, meanwhile observing and protecting the individual rights of each employee of the Sheriff's Department, the following rules are hereby established:

- A. When any bargaining unit member is under investigation and subjected to interview by competent authority designated by the Sheriff which could reasonably lead to an economic sanction, the interview shall be conducted under the following conditions:
  - 1. The interview shall be conducted at a reasonable hour, preferably at a time when the member is on-duty, or during the normal working hours for the member, unless the seriousness of the investigation requires otherwise. If such interview does occur during off-duty time of the member being interviewed, the member shall be compensated for such off-duty time in accordance with regular department procedures and the provisions of this Agreement.

2. The interview shall take place at a location designated by the investigating officer, preferably at the Wasco County Sheriff's Department.
3. The member under investigation shall be informed, in writing, prior to such interview that he/she has a right to have Association representation during the interview, and of the rank, name and command of the officer in charge of the interview, the interviewing officers, and all other persons to be present during the interview. All questions directed to the member being interviewed shall be asked by and through no more than two (2) investigators at one time.
4. Unless release of information would otherwise compromise the investigation, the member under investigation shall be informed in writing of the nature of the investigation, the specific facts which form the basis of the allegation(s) against the member, the specific rules, regulations, policies, procedures and/or laws the member is alleged to have violated, the name and address of the persons making the complaint unless the complainant requests the information not be disclosed, and statement and/or reports which state the facts upon which the allegation(s) are based, prior to any interview. If the Sheriff receives an anonymous complaint against a member, he/she may determine if there are other known persons or evidence to substantiate it. If there are, then the Sheriff may pursue the complaint. If not, no record of the anonymous complaint may be retained. The member may be informed of the receipt of the anonymous complaint, but the member shall not be interviewed unless other known persons or evidence substantiate the complaint.
5. The interview session shall be for a reasonable period taking into consideration the gravity and complexity of the issue being investigated. The member being interviewed shall be allowed to attend to his/her own personal physical necessities.
6. The member being interviewed shall not be subjected to offensive language or threatened with disciplinary action, except that a member refusing to respond to questions or submit to interview shall be informed that failure to answer questions directly related to the investigation or interview may result in disciplinary action. No promise of reward shall be made as an inducement to answering any question. The member's home address, telephone number, or photograph shall not be given to the press or news media without his/her express consent, unless otherwise required by law.
7. The complete interview of the member may be recorded. If a tape recording is made of the interview, the member shall be provided a complete copy of the tape if further proceedings are contemplated or prior to any further interview at a subsequent time. Upon request, the member shall be provided a transcribed copy of any notes made by a stenographer or to any reports or complaints made by investigators or other persons, except those which are deemed by the Sheriff to be confidential. No notes or reports which are deemed by the Sheriff to be confidential may be entered in the member's personnel file. The member being interviewed shall have the right to bring a recording device and record any and all aspects of the interview.
8. If prior to or during the interview of the member it is deemed that he/she may be charged with a criminal offense, he/she shall be immediately informed of his/her constitutional rights.

9. Upon the filing of a formal written statement of charges, or whenever an interview focuses on matters which are likely to result in disciplinary action against the member, that member, at his/her request, shall have the right to be represented by an Association representative of his/her choice who may be present at all times during such interview. The Association representative shall not be subject to the same investigation. This section does not apply to any communications with a member in the normal course of duty, including administrative inquiries (matters which experience and common sense indicate are subject to resolution at the supervisory/command level and which are unlikely to lead to discipline of an economic nature), counseling, instruction, or informal admonishment, or other routine or unplanned contact with a supervisor or any other member, nor shall this section apply to an investigation concerned solely and directly with alleged criminal activities.
- B. No member shall be subjected to disciplinary action, or denied promotion, or be threatened with any such treatment, because of the lawful exercise of rights granted herein, or the exercise of any rights under any existing administrative grievance procedure. Nothing in this section shall preclude the Sheriff from ordering a member to cooperate with other agencies involved in criminal investigations. If any member fails to comply with such order, the Sheriff may officially charge such member with insubordination, consistent with the member's constitutional rights.
- C. No member shall be compelled to submit to a polygraph examination against his/her will. No disciplinary action or other recrimination shall be taken against a member refusing to submit to a polygraph examination, nor shall any comment be entered anywhere in the investigator's notes or anywhere else that the member refused to take a polygraph examination, nor shall any testimony or evidence be admissible at a subsequent hearing, trial, or proceeding, judicial or administrative, to the effect that the member refused to take a polygraph examination.
- D. Nothing contained herein shall preclude or prohibit any member from pursuing civil litigation for false or malicious complaints.

#### 9.2. Personnel Files:

- A. No material reflecting critically upon an employee shall be placed in his/her personnel file that does not bear either the signature or the initials of the employee indicating that he/she has been shown the material or a notation that the employee has been provided a copy of the material and refused to sign. A copy of any such material shall be furnished to the employee when it is placed in the personnel file.
- B. An employee, or his/her Association representative, with written authorization of the employee, may inspect the contents of his/her personnel file upon either the employee's or the Association representative's written request to do so to the Sheriff. If the employee believes that material which is in or is to be placed in his/her personnel file is incorrect or derogatory, he/she shall be entitled to prepare in writing his/her explanation or opinion regarding the particular materials, and this shall be included as a permanent part of the file, provided such written explanation or opinion is presented to the Sheriff within thirty (30) calendar days of the date the material in question is presented to the employee for signature. Any derogatory material placed in an employee's personnel file which is subsequently determined by the Sheriff to be unfounded or without basis shall be removed.

- C. All written records of disciplinary action taken against an employee will be placed in the employee's personnel file within fourteen calendar (14) days of the issuance of the discipline. Any other material placed in an employee's personnel file will be entered within thirty (30) calendar days of the occurrence giving rise to the entry, or thirty (30) calendar days after the occurrence comes to the attention of the Sheriff or the employee's supervisor, whichever is later.

9.3. Non-Discrimination: The County and the Association agree that each will fully comply with applicable laws and regulations regarding discrimination and will not discriminate against any employee because of such employee's race, religion, color, national origin, age, union status, marital status, gender or other status protected under local, state or federal law. The parties agree that the labor agreement will not serve to restrict the County's obligation to comply with federal and state law concerning its duty to reasonably accommodate individuals with disabilities.

Any claim of a violation of this Section shall be pursued through Step 3 of the grievance procedure contained herein, but shall not be pursued to Step 4, Arbitration, or otherwise used as the basis for a claim of a violation of this Agreement.

## **ARTICLE 10 - GRIEVANCE AND ARBITRATION PROCEDURE**

10.1 Definition of Grievance: For the purpose of this Agreement, a grievance is defined as any one of the following:

- a. A claim by an employee covered by this Agreement concerning the meaning or interpretation of a specific provision or clause of this agreement as it affects such employee;
- b. A claim by the Association concerning the application of a specific provision or clause of this Agreement as it affects a specific member or members of the Association.

In the event of a grievance concerning a disciplinary issue, an individual employee who does not wish the Association to pursue a grievance (under Section 10.1(b) hereof) shall notify the Association in writing at any time prior to the Association decision to arbitrate the issue. A grievance which is resolved by an individual's exercise of his/her right to elect not to pursue a disciplinary grievance shall not constitute a precedent against the Association with regard to the substance of the disciplinary grievance in question.

10.2. Grievance Procedure: To promote better employer-employee relationships, both parties pledge their immediate cooperation to settle any grievances or complaints that might arise out of the application of this Agreement, and the following procedure shall be the sole procedure to be utilized for that purpose.

Step 1: The aggrieved employee, or an Association Representative, shall take up the grievance with the employee's supervisor within ten (10) days of its occurrence or ten (10) days of the date on which the employee first had, or with the exercise of due diligence reasonably could have had, knowledge of the occurrence, whichever is later. In the event the alleged grievance is one in which two (2) or more employees would be aggrieved, the grievance may be taken up with the supervisor(s) of the aggrieved employees by the Association representative, provided the Association identifies the grieving employees. The employee's supervisor shall respond to the grieving party.

Step 2: If the matter is not settled within ten (10) days of its reference to the supervisor, the grievance shall be reduced to writing, including, but not limited to, a statement of the grievance and relevant facts, the provision(s) of the Agreement allegedly violated, and the relief sought, and the grievance shall be presented to the Sheriff by the Association representative within twenty (20) days of the date it was taken up with the supervisor at Step 1. The Sheriff or his/her designee shall meet with the Association representative within ten (10) days, or as otherwise mutually agreed, to attempt to settle the grievance. After the meeting, the Sheriff shall provide a written response within ten (10) days to the grieving party.

Step 3: Should the Association representative and the Sheriff fail to reach a settlement within ten (10) days of submission of the grievance to the Sheriff, the Association shall have the right to submit the grievance in writing to the County Board of Commissioners, provided that such submission shall be within ten (10) days from the date of the written response from the Sheriff at Step 2. After submission of the grievance to the County Board of Commissioners, the County Board of Commissioners shall provide a written response within ten (10) days to the Association representative.

Step 4: Should the County Board of Commissioners and the Association fail to settle the grievance within ten (10) days from the date the grievance is submitted to the County Board of Commissioners and if the Association wishes to pursue the matter further, the Association shall, within ten (10) days from the expiration of the ten (10) day period for settlement with the County Board of Commissioners, simultaneously (1) provide written notice to the County Board of Commissioners of the Association's referral of the grievance to arbitration and (2) send a written request to the Employment Relations Board's State Conciliation Service to provide a list of the names of thirteen (13) arbitrators. A copy of the request for an arbitration panel shall be enclosed with the notice to the County Board of Commissioners which refers the dispute to arbitration. Upon receipt of the arbitrator list, the Association and the County shall alternately strike names from it, with the first strike being determined by lot. When only one (1) name remains on the list, that name shall be the arbitrator.

10.3. Arbitrator's Decision: The arbitrator's decision shall be final and binding on the Association and the County but the arbitrator shall have no power to alter the terms of this Agreement. The arbitrator's decision shall be within the scope and terms of this Agreement and the arbitrator shall be requested to issue his/her decision within thirty (30) calendar days after the conclusion of the proceedings, including filing of briefs, if any.

10.4. Arbitrator's Expenses: Expenses for the arbitrator's services and proceedings shall be borne by the losing party as determined by the arbitrator. However, each party shall be responsible for any other expenses incurred by them.

10.5. Time Limits: The time periods specified in this Article may be extended or modified by written agreement. If at any step of the grievance procedure the grievant fails to comply with the time limits or procedures set forth in this Article, the grievance shall be deemed abandoned and non-arbitrable. If at any step of the grievance procedure the County fails to issue a response within the time limits set forth in this Article, the grievance will be advanced to the next step.

10.6. Grievance Meetings: Meetings between the Sheriff and/or the County Board of Commissioners or their designee(s) and representatives of the Association shall be arranged at mutually convenient times. The purpose of meetings with the Association will be to adjust pending grievances and to discuss procedures for avoiding future grievances. In addition, the Association may discuss with the County other issues which would improve relationships between the parties. Prior written notice of topics for discussion at such meetings shall be furnished by each party to the other. If the parties agree to meet for the purpose of processing a grievance during the regularly scheduled work hours of some or all of the employees involved in processing such grievance, those employees shall suffer no loss of pay for the time involved.

10.7. Determination of Merit: The provisions of this Article shall not be interpreted to require that the Association process any grievance through the grievance or arbitration procedure which it believes, in good faith, lacks sufficient merit.



## ARTICLE 11 - COMPENSATION

11.1: Effective July 1, 2014, employees covered by this Agreement shall be compensated in accordance with the wage schedule attached to this Agreement and marked Appendix A, which is hereby incorporated into and made a part of this Agreement. The parties agree that the minimum time of service in each step shall be one year. Step increases will occur on July 1 of each year for eligible employees. Progression from one step to another is not automatic with minimum time but is subject to the recommendation of the supervisor and/or appointing officer. Employees are not eligible for a step increase until they have successfully completed their probationary period.

Employees shall fall under the same compensation program as the County's non-represented employees (see Wasco County Compensation Policy marked as Appendix B<sup>1</sup> and accompanying Side Letter of Agreement). Future pay scale adjustments will be determined by the results of a salary analysis conducted every two years under which the next wage adjustment is scheduled to occur on July 1, 2016. All bargaining unit employees who fall in at step 7 of the new wage scale effective July 1, 2014, will receive a one-time ratification bonus of \$200.

When a new position not listed on the wage schedule in Appendix A is established, the County shall designate a job classification and pay rate in writing for the position. If the parties agree that the position is in the bargaining unit, but the Association does not agree that the job classification and/or pay rate are proper, the Association shall have the right to submit the issue as a grievance at Step 2 of the grievance procedure.

11.2. Pay Periods: The salaries and wages of employees shall be paid semi-monthly.

11.3. Overtime: The Sheriff or designee, whenever in their judgment they deem it necessary because of emergency or for purposes of efficiency, economy, or otherwise, may require employees to work overtime on any day, at any hour, and for so long a period of time as they specify.

Except for instances when an employee works a "flex" schedule, an employee shall be compensated at the rate of time and one-half (1-1/2) for work under the following conditions, but in no event shall such compensation be received twice for the same hours:

A. In the case of a "5-8" work schedule:

1. All work in excess of eight (8) hours (excluding the uncompensated portion of meal periods) on any scheduled workday.
2. All work in excess of forty (40) hours in any workweek.

B. In the case of a "4-10" work schedule:

1. All work in excess of ten (10) hours (excluding the uncompensated portion of meal periods) on any scheduled workday.

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<sup>1</sup> To the extent any provisions of the Wasco County Compensation Policy conflict with provisions of the collective bargaining agreement, the language of the collective bargaining agreement shall control.

2. All work in excess of forty (40) hours in any workweek.
- C. In any week in which an employee works a “flex” schedule, the employee shall receive overtime compensation only for work in excess of forty (40) hours in that workweek.
- D. Except in the case of a shift extension and when otherwise practicable, overtime work shall be distributed equally among those qualified employees in a given classification who are willing and available to safely and efficiently perform the work.

Employees who work overtime without proper authorization will be subject to discipline, up to and including termination.

11.4. Court Time: Whenever an employee is required to appear in Court outside his/her regularly scheduled shift, he/she shall be compensated for such time at the rate of time and one-half (1-1/2) for all time spent in such Court appearance, with a minimum of two (2) hours’ compensation at the overtime rate. This minimum guarantee shall not be applicable to Court time which includes an extension directly prior to or immediately after the employee’s regularly assigned shift.

11.5 Callback: Authorized callback overtime shall be compensated at the below minimums:

(a) On a Scheduled Workday: Two (2) hours (either overtime pay or compensatory time off at the rate of time and one-half, at the employee’s choice, as provided in Section 11.6), provided, however, that this minimum shall not apply if the callback assignment begins thirty (30) minutes or less before the start or after the end of the employee’s regular shift.

(b) On a Scheduled Day Off: Two (2) hours (either overtime pay or compensatory time off at the rate of time and one-half, at the employee’s choice as provided in Section 11.6). Scheduled days off shall include scheduled leave days.

11.6. Form of Compensation: Compensation for authorized overtime work shall be paid in the form of compensatory time off or in the form of compensatory pay at the applicable rate. An employee shall be entitled to choose to have overtime compensated in the form of compensatory time off, to a maximum accrual of forty (40) hours. An employee may choose to have an additional forty (40) hours of overtime compensated in the form of compensatory time off, subject to supervisory approval. Compensatory time off shall be scheduled consistent with the FLSA at a time that is mutually agreeable to the Sheriff or designee and the employee. Compensatory time off may be combined with other forms of time off. Except for vacation requests made as part of the annual seniority-based vacation scheduling request process provided for in Section 13.2 of Article 13, the Department will respond in writing to the employee within five (5) days of a request for prescheduled time off.

11.7. Monthly Report: Each month each employee will be provided with a report as to his/her accumulations of compensatory time off, vacation time, holiday time, and sick leave.

11.8 Definition of “Hours Worked”: The parties agree that only for purposes of calculation of overtime in accordance with Section 11.3, above, all hours for which an employee receives compensation shall count as “hours worked,” excluding holiday pay under Section 12.3.

11.9 Certified Field Training Officer Compensation: Any certified Field Training Officer will be paid a lump sum of \$25.00 per pay period during which the Field Training Officer has a probationary officer riding with him/her during his/her scheduled shift(s).

## ARTICLE 12 - HOLIDAYS

### 12.1 Recognized Holidays:

- A. The following shall be recognized as holidays for regular and probationary employees under this Agreement:

New Year's Day	January 1 <sup>st</sup>
Martin Luther King, Jr.'s Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 <sup>th</sup>
Labor Day	First Monday in September
Veterans' Day	November 11 <sup>th</sup>
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25 <sup>th</sup>

12.2. Holiday Pay: An eligible employee shall receive eight (8) hours pay for each of the holidays listed above which falls on a regularly scheduled workday and on which he/she performs no work.

12.3. Weekend Holidays: Whenever a holiday falls on an employee's regularly scheduled day off, he/she shall be credited with eight (8) hours of holiday time off or shall be paid an extra eight (8) hours at his/her regular hourly rate, with such payment to be in addition to his/her normal wage.

12.4. Holiday Work: If an eligible employee works on any of the holidays listed above, he/she shall, in addition to his/her pay for that day, be credited with one and one-half (1-1/2) hours of holiday time off for each hour worked or shall be paid an extra one and one-half (1-1/2) hours of compensation at his/her regular hourly rate for each hour worked on the holiday, with such payment to be in addition to his/her normal wage.

12.5. Holiday Accrual: The choice of holiday time-off or pay is the sole option of the employee for each holiday worked or which falls on a regularly scheduled day off. All hours accrued as holiday time-off shall be kept in a separate holiday account and shall not be combined with any other form of time-off accrual allowed by the Agreement. Such holiday account shall not exceed forty (40) hours.

12.6. Holiday During Vacation: Should an employee be on paid vacation when a holiday occurs, such holiday shall not be charged against his/her vacation.

12.7: After an employee has served with the County for sixty (60) calendar days or longer, he/she will be entitled to cash payment for uncompensated accrued holiday time off if his/her employment is terminated. In case of death, compensation will be paid to the employee's beneficiary as designated on his/her County life insurance policy.

## ARTICLE 13 - VACATIONS

13.1. Amount of Vacation and Eligibility Requirement: Regular employees who have at least one (1) year of continuous employment with the County shall be entitled to annual paid vacation in accordance with the following schedule:

<u>Length of Employment</u>	<u>Yearly Accrual</u>	<u>Monthly Accrual</u>
1 through 3 years	92 hours	7.67
Beginning at the start of the 4 <sup>th</sup> year	100 hours	8.33
Beginning at the start of the 5 <sup>th</sup> year	108 hours	9.00
Beginning at the start of the 6 <sup>th</sup> year	116 hours	9.67
Beginning at the start of the 7 <sup>th</sup> year	124 hours	10.33
Beginning at the start of the 8 <sup>th</sup> year	132 hours	11.00
Beginning at the start of the 9 <sup>th</sup> year	140 hours	11.67
Beginning at the start of the 10 <sup>th</sup> year	148 hours	12.33
Beginning at the start of the 11 <sup>th</sup> year	148 hours	12.33
Beginning at the start of the 12 <sup>th</sup> year	156 hours	13.00
Beginning at the start of the 13 <sup>th</sup> year	156 hours	13.00
Beginning at the start of the 14 <sup>th</sup> year	164 hours	13.67
Beginning at the start of the 15 <sup>th</sup> year	172 hours	14.33

13.2. Scheduling: Employees shall be permitted to request either a split or single vacation. Whenever possible, consistent with the judgment of the Sheriff as to the needs and requirements for vacation relief, employees may schedule their vacation times. Subject to such requirements, vacation time shall be scheduled as between employees on the basis of classification seniority, provided, however, each employee will be permitted to exercise seniority only once a year. The County shall make the final determination of vacation times, based on operations and the availability of vacation relief.

13.3. Maximum Accumulation: The maximum accumulation of accrued vacation is two hundred and forty (240) hours. Employees are expected to schedule vacation to avoid exceeding the maximum accumulation. If an employee is denied a vacation request within the thirty (30) days prior to exceeding the maximum accumulation, the employee's vacation time in excess of 240 hours may either be cashed out or the employee may be required to take vacation time off at a time selected by the County, at the Sheriff's discretion. In all other circumstances, vacation accumulation in excess of 240 hours will be lost.

13.4. Vacation Pay on Termination or Death: Upon termination or death of a regular employee who has completed at least one (1) year of continuous employment, compensation at the current rate for all accumulated vacation shall be paid to the employee or his/her heirs.

13.5. Leave Donation: An employee may donate vacation leave time to another employee who has exhausted all accrued paid leaves and is in documented need of additional sick leave due to illness or injury of the employee or a family member for a serious health

condition as defined by the FMLA/OFLA. Leave donations shall be subject to the terms of the Wasco County Hardship Leave Policy dated June 2004.

## **ARTICLE 14 – FAMILY AND MEDICAL LEAVE**

Leaves of absence to which an employee is entitled under state and federal law governing family and medical leave and pregnancy disability will be provided to employees in accordance with applicable law. Pursuant to the Family Medical Leave Act (FMLA) and the Oregon Family Leave Act (OFLA), employees may be eligible for family or medical leave for certain qualifying reasons. Eligibility is based upon length of employment and/or hours worked. When the reason for leave is eligible under more than one law, the leave is applied concurrently. FMLA and OFLA provide for unpaid time off. However, an employee's accrued paid leave will be applied at the same time. After the exhaustion of paid leave, the remaining leave period will be unpaid. The employee's health insurance coverage continues while on FMLA as if the employee had continued to work. In all other situations, the employee's health insurance coverage continues in compliance with the applicable federal or state law during a family and medical leave of absence.

## ARTICLE 15 - SICK LEAVE

15.1. Accumulation: After an employee has completed three (3) full months of employment, he/she shall be credited with twenty-four (24) hours of sick leave time. Thereafter, the employee shall continue to accrue sick leave at the rate of eight (8) hours for each full calendar month of active employment, provided the employee performs work during the month. Sick leave is provided by the County to cover "sickness" and is not to be used as a supplement for vacation. Sick leave may be taken only for the purposes specified in Section 15.2 hereof.

15.2. Utilization of Sick Leave: Employees may utilize their allowance for sick leave when unable to perform their work duties by reason of:

- A. Illness;
- B. Injury;
- C. Pregnancy;
- D. Necessary medical or dental care;
- E. Quarantine -- exposure to contagious disease which will endanger the health of the employee if he/she continues to work or the health of those who associate with him/her;
- F. Serious illness in the employee's immediate family, which shall be defined to include the employee's mother, father, spouse, same-sex domestic partner, sister, brother, children, stepchildren, stepparents, and grandparents, or any relative residing in the employee's immediate household. This does not provide extended household or child care. A maximum of five (5) days' absence shall be allowed for each such serious illness.
- G. As provided for and allowed pursuant to the Oregon and Federal Family Medical Leave laws.

15.3: An employee shall not be required to furnish a medical certificate to substantiate a request for sick leave of two (2) days or less. Unless otherwise required by law, an employee shall be required to furnish a medical certificate for absences of more than two (2) days, except that this requirement may be waived by the County in individual cases. If a health care provider was not consulted, a signed statement from the employee giving the reasons for the absence and the reasons for not having a health care provider's statement may be accepted as supporting evidence by the Sheriff or designee. Proven abuse or misuse of sick leave may subject an employee to discipline, up to and including discharge.

15.4: No employee shall be entitled to sick leave pay while absent from duty due to the following causes:

- A. Disability arising from any sickness or injury purposely inflicted.
- B. Sickness or disability sustained while on leave of absence without pay.
- C. Inability to properly perform required duties because of intoxication.
- D. Injury or illness for which the employee is eligible for industrial insurance benefits from an employer other than the County.



15.5: In the event an employee suffers from “sickness” and is unable to perform his/her duties, he/she shall notify his/her supervisor of his/her expected absence and the nature and expected length thereof prior to the start of his/her regular work shift.

15.6. Integration with Workers’ Compensation: When an injury occurs in the course of employment, the injured employee may utilize accrued sick leave to receive the difference between payments received under workers’ compensation and his/her regular salary. In such instances, prorated charges will be made against the employee’s accrued sick leave.

15.7: Sick leave is provided by the County solely in the nature of insurance against loss of income due to “sickness,” as defined above. Except as allowed by ORS 238, et seq., (PERS) and Section 15.8 below, no compensation for accrued sick leave shall be provided for any employee upon his/her death or termination of employment, for whatever reason. Sick leave shall not accrue during any period of layoff or leave of absence, except for a leave of absence required by the County for job-related educational or training purposes.

15.8: Upon the service or disability retirement of an employee, all of the retiring employee’s accumulated sick leave shall be reported to the Public Employees Retirement System, and, pursuant to procedures of the PERS, taken into account in determining the employee’s retirement benefits.

15.9: Sick Leave during FMLA or OFLA leave. An employee must use accrued sick leave when the employee is on FMLA and/or OFLA leave due to his/her own serious health condition.

## **ARTICLE 16 - OTHER LEAVES OF ABSENCE**

**16.1. Compassionate Leave:** An employee will be granted a compassion leave, with pay, for work time lost in the event of a death in the employee's immediate family. Paid time off granted shall be up to a maximum of forty (40) hours. Compassion leave shall be granted for each death in the employee's immediate family. Immediate family shall include the employee's mother, father, spouse, same-gender domestic partner, sister, brother, children, stepchildren, stepparents, grandparents, mother-in-law, father-in-law and grandchildren, or any relative residing in the employee's immediate household.

**16.2. Leave of Absence:** After completion of his/her probationary period, a leave of absence without pay for a limited period not to exceed thirty (30) calendar days may be granted an employee for job-related educational or training purposes or for other reasons satisfactory to the County where, in the judgment of the Sheriff, the work of the Department would not be seriously handicapped by the temporary absence of the employee requesting such leave. Any such leave must be requested in writing and must be approved by the Sheriff and the County Court. At the discretion of the County, upon further written request by the affected employee, such leave may be renewed or extended for any reasonable period.

**16.3. Military Leave:** Military leave shall be granted in accordance with State and Federal law.

## **ARTICLE 17 - INSURANCE AND RETIREMENT**

### **17.1. Health and Welfare:**

- A. The County will make available the health insurance plan in place as of the execution of this Agreement or reasonably comparable medical, vision and prescription insurance to bargaining unit employees and their eligible dependents through the remaining term of this Agreement.
- B. Effective on January 1 of each year of this agreement, the County will adjust its contribution in an amount equal to eighty-five percent (85%) of the total premium cost in effect on those dates.
- C. In the event that any of the insurance coverage provided shall have a net premium in an amount per covered employee greater than the applicable basic County contribution, then the individual employee shall be responsible for paying any such difference and the County is hereby authorized to advance such sums for the express purpose of premium payment and then to make automatic payroll deductions from the earnings of any and all covered employees for reimbursement to the County of any such amount advanced. Where the condition of the insurance contract calls for premium payment before the covered month has ended, should an employee not remain on the payroll for the entire calendar month, the employee is automatically liable to the County for any such amounts advanced and the County is hereby authorized to deduct such amounts from the earnings of the employee.
- D. Bargaining unit employees will be allowed to participate in a Section 125 Plan offered by the County to pay any insurance premium amounts for which they are responsible, as well as for other eligible medical and/or dependent care expenses.

**17.2. Dental Insurance:** The County agrees to make available through the term of this Agreement for all regular employees who are covered by this Agreement and who qualify under the terms of the program the Blue Cross dental insurance coverage (or comparable coverage). The County will contribute up to 100% of the employee only rate per month towards the premium cost of such dental insurance.

**17.3. Long-Term Disability Insurance:** The County shall continue to provide a long-term disability insurance program for all employees who are covered by this Agreement and who qualify under the terms of such program. It is understood and agreed that the premium for such insurance, and the County's obligation under this Section, shall not exceed nine dollars (\$9.00) per month for each eligible employee.

**17.4. Liability Insurance:** The County agrees to adequately insure all employees in the bargaining unit against claims by third persons for personal injury or property damage resulting from the performance of an employee, including the use or operation of vehicles or equipment of the County, while engaged in the regular course of assigned duties.

### **17.5. Retirement:**

- A. The County agrees to continue participation in the Public Employees Retirement System (PERS), and/or the Oregon Public Service Retirement Plan (OPSRP), whichever is applicable, subject to the terms and conditions thereof. The County agrees to pay the employee contribution in the amount of six (6) percent of the employee's gross salary.

- B. The “pick up” or contribution payment of employee member monthly contributions to the PERS/OPSRP system shall continue for the life of this Agreement.
- C. The full amount of required employee contributions “picked up” or paid by the County on behalf of employees pursuant to this Agreement shall be considered as “salary” (within the meaning of ORS 238.005) for the purposes of computing an employee member’s “final average salary” within the meaning of ORS 238.005 but shall not be considered as “salary” for the purposes of determining the amount of employee contributions required to be contributed under the PERS/OPSRP plans. Such “picked up” or paid employee contributions shall be credited to employee accounts and shall be considered to be employee contributions for the purposes of ORS Chapter 238 and ORS Chapter 238A.

17.6. Life Insurance: The County shall pay the premium for present levels of life insurance coverage throughout the term of this Agreement.

## **ARTICLE 18 - TRAINING AND CERTIFICATION**

**18.1. Training:** Ongoing schooling, training, and professional improvement are recognized as essential elements in maintaining and upgrading the duties and services of the Sheriff's Department. Both the Sheriff and each individual employee are expected to work towards furtherance of this goal.

- A. Notice of all DPSST approved classes and other training opportunities received by the Sheriff shall be posted on the departmental bulletin board.
- B. All requests for approval of schooling or training classes shall be made in writing, and the Sheriff or designee shall respond in writing, either granting approval or denying the request, and setting forth the reasons for any denial. This response shall be returned to the employee within fourteen (14) calendar days of the receipt of the request by the employee's supervisor.
- C. Employees who fail to complete at least twenty (20) hours of approved schooling and/or training during a fiscal year shall be ineligible to receive a merit step.
- D. An employee who possesses a DPSST Certificate referred to in Section 18.3 must complete at least twenty (20) hours of approved schooling and/or training during a fiscal year in order to receive a certification pay premium during the following fiscal year. This schooling and/or training is in addition to any required of the employee under paragraph C of this section.
- E. As a condition of enforcing the ability to deny salary step advancement as provided in paragraph C of this section, the County agrees to provide for sufficient local training opportunities that are relevant to each employee's training needs and work assignments so as to allow the employee to achieve the necessary training without undue hardship.
- F. When an authorized school or training class is attended during regularly scheduled work hours, the employee will be compensated at his/her regular rate of pay.
- G. When the employee attends an authorized school or training course on his/her regularly scheduled day(s) off such attendance will not be considered hours worked and will not be compensated unless any of the following are applicable: his/her attendance was required by the Sheriff, the training is directly related to the employee's job (other than specialized or follow-up training required by law or ordinance for certification), or the employee performed productive work during such attendance. In the event the training is to be compensated, the employee will be compensated at the appropriate regular or overtime rate of pay. When an employee is attending school at the DPSST Academy, he/she shall be compensated as a regularly scheduled workday.

**18.2. Tuition Reimbursement:** For the purpose of encouraging employees to pursue appropriate formal education, the County shall reimburse employees for educational training courses taken with written approval of the Sheriff, pursuant to the following qualifications:

- A. Only regular employees who have been so employed for at least one (1) year will be eligible for reimbursement.

- B. Reimbursement expenses shall be restricted to tuition, course fees and required textbooks, and no more than nine (9) hours of credit may qualify for payment under this plan in any given quarter.
- C. To obtain reimbursement, the course must be taken from a recognized and accredited school.
- D. Reimbursement shall be conditioned upon presentation of evidence to substantiate the expense and evidence of a “pass” or “C” grade or better.

18.3. Fitness Incentive: The County will provide a wellness program open to all employees, such as Healthy Benefits, so long as available through medical and hospital insurance. The Sheriff encourages active participation in wellness activities by all his employees. If adequate space is available at the discretion of the County, employees may supply fitness equipment for working out on the employee’s own time. Employees will assume full responsibility for maintaining any fitness equipment, and will hold the County harmless from any liability as a result of their use of the equipment for working out in the facility. Employees will be required to sign any releases that the County may require before using the equipment or working out in the facility. Full-time employees are eligible for a fitness incentive of \$100 if they pass the Oregon Physical Abilities Test (ORPAT). The ORPAT may be taken on a semi-annual basis and employees will receive a total annual fitness incentive of \$200 if they pass the test both times. Part-time employees are not eligible for the fitness incentive.

## **ARTICLE 19 - CLOTHING AND EQUIPMENT**

19.1. Uniforms: The County will furnish all required uniforms, excepting footwear.

19.2. Side Arms: A side arm meeting the Sheriff's specifications shall be made available to each Deputy Sheriff for use as a duty weapon. Each Deputy shall be responsible for the care and maintenance of his/her side arm and shall return it in serviceable condition upon the termination of his/her employment.

### 19.3. Repair or Replace Personal Property:

- A. The County shall reimburse employees, up to a maximum of fifty dollars (\$50.00), for loss or damage to their wristwatch incurred while in the line of duty. The County shall reimburse employees, up to a maximum of one hundred seventy-five dollars (\$175.00), for loss or damage to their eyeglasses incurred while in the line of duty, provided such reimbursement is not available from Workers' Compensation or health insurance.
- B. With the Sheriff's approval, an employee may choose to use his/her own side arm or other item of required equipment (e.g., leather) instead of that provided by the Sheriff. If the item is approved by the Sheriff, the Sheriff shall repair or replace such items when they are lost or damaged in the line of duty, so long as the loss or damage was not the result of the employee's negligence. The Sheriff's obligation under this paragraph shall not exceed the cost of the corresponding departmental issue item.

19.4. Boot Allowance: The Sheriff agrees to reimburse employees for expenses incurred for the purchase of boots necessary and appropriate for assigned duties, not to exceed two hundred dollars (\$200) every three (3) years from the date of the employee's last purchase.

## **ARTICLE 20 - ALCOHOL AND DRUG TESTING**

The parties recognize the importance of maintaining an employment workplace which is free of alcohol and drug abuse. The parties hereby incorporate the terms of the County's Zero Tolerance Drug Free Workplace Policy. Employees who violate the policy will be subject to disciplinary action up to and including termination.



## **ARTICLE 21 - CLOSING**

21.1. Savings Clause: Should any Article, Section, or portion thereof, of this Agreement be held unlawful and unenforceable by any Court of competent jurisdiction, or any administrative agency having jurisdiction over the subject matter, such decision shall apply only to the specific Article, Section, or portion thereof directly specified in the decision; upon the issuance of any such decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated Article, Section, or portion thereof. All other portions of this Agreement, and the Agreement as a whole, shall continue without interruption for the term thereof.

21.2. Funding: The parties recognize that revenue needed to fund the wages and benefits provided by the Agreement must be approved annually by established budget procedures. All such wages and benefits are therefore contingent upon sources of revenue and annual budget approval. The County has no intention of cutting the wages and benefits specified in this Agreement because of budgetary limitations, but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement. The County agrees to include in its annual budget request amounts sufficient to fund the wages and benefits provided by this Agreement, but makes no guarantee as to passage of such budget requests pursuant to established budget procedures.

21.3. Entire Agreement: The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement constitutes the sole and entire existing Agreement between the parties. Except as specifically modified by or treated in this Agreement, all policies, matters, questions and terms affecting unit employees in their employment relationships with the County shall be governed by the Rules and Regulations of the Wasco County Civil Service Commission and by the Wasco County Personnel Ordinance. Except as otherwise provided by this agreement, the County and the Association for the life of this Agreement each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

## **ARTICLE 22 - TERM AND TERMINATION**

This Agreement shall be effective as of its execution, and shall remain in full force and effect through June 30, 2018. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not later than sixty (60) calendar days prior to the expiration or subsequent anniversary date that it wishes to modify this Agreement for any reason. In the event such notice is given, negotiations shall begin not later than thirty (30) calendar days after said notice. This Agreement shall remain in full force and effect during the period of negotiations.

WASCO COUNTY DEPUTY SHERIFFS  
ASSOCIATION

\_\_\_\_\_  
WCLEA President

\_\_\_\_\_  
WCLEA Vice President

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

WASCO COUNTY

\_\_\_\_\_  
Rod Runyon, Chair, County Commission

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

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

WASCO COUNTY SHERIFF'S  
DEPARTMENT

By: \_\_\_\_\_  
Rick Eiesland, Sheriff

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

## **APPENDIX A – NEW WAGE SCALE**

## **APPENDIX B – WASCO COUNTY COMPENSATION POLICY**

## **SIDE LETTER OF AGREEMENT REGARDING ARTICLE 11 – COMPENSATION**

The parties understand and agree that Wasco County has undergone an extensive process to fairly evaluate wages based on available data in the labor market. The County rolled out its new compensation program for non-represented employees effective May 1, 2014. WCLEA has agreed to fall under the same compensation program. Wages for bargaining unit employees effective July 1, 2014, are set forth in Appendix A. Future adjustments to the pay scale will be determined based on a review of comparable jobs in the labor market. Comparisons will be based on positions that are at least a 70% job description match or better as well as internal equity, direct market comparisons and salary survey data as described in the compensation policy and accompanying documents. This process will be conducted by HR Answers or a similar outside compensation consultant based on an evaluation of the market. The salary review will be conducted every two years and will be implemented on July 1st of the following budget year (i.e., start of the third year). The details of the compensation policy are set forth in a separate document titled “Wasco County Compensation Policy” (Appendix B) and are incorporated into this Side Letter of Agreement. To the extent the collective bargaining agreement (CBA) conflicts with provisions of the Compensation Policy, the CBA controls.

The compensation program is designed to operate as part of a holistic compensation philosophy for Wasco County. As such, the parties agree and acknowledge that integrity of the program is lost if it is pulled apart into components or otherwise changed. Therefore, if neither party opts out of the compensation program at the expiration of the CBA, the parties agree that this Side Letter of Agreement will continue beyond the expiration of the CBA through June 30, 2021, and that wages will be determined based on the results of the wage survey in accordance with the County’s compensation policy rather than through labor negotiations. If the Association chooses at the expiration of any CBA to no longer participate in this compensation philosophy, then the parties agree that employees shall return to the six-step pay scale that was in effect on June 30, 2014, which will be trended based on the percentage differences from the new scale back to the six-step pay scale as of June 30, 2014.<sup>1</sup> Positions not included on this scale, which have been used in the past, will also be scored and trended in the same manner. Conversely, if the County chooses to opt out of the compensation program at the expiration of any CBA, employees will remain at their current established rate of pay until the parties negotiate a new rate of compensation.

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<sup>1</sup> For example, if an employee receives an 8% salary increase effective July 1, 2014, as a result of the new compensation policy, and the Association chooses to opt out of the Wasco County Compensation Policy in 2018, the employee’s 2018 salary will be adjusted downward by 8% when he/she is placed back on the six-step pay scale as a result of discontinuing the compensation policy. Similarly, if an employee receives a 1% salary increase on July 1, 2014, the employee’s 2018 salary will be adjusted downward by 1% as a result of discontinuing the compensation policy.

Upon the expiration of this Side Letter of Agreement, the Association may choose to either renew this Side Letter of Agreement or return to the six-step scale which will be trended based on the percentage differences from the new scale back to the scale as of June 30, 2014.

\_\_\_\_\_  
WCLEA Representative

\_\_\_\_\_  
County Representative

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

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

**Agenda Item**  
**Workforce IGA & Ordinance**

- [Staff Memo](#)
- [COWC IGA](#)
- [Ordinance #14-003 Ratifying the Creation of the  
Central Oregon Workforce Consortium](#)



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**MEMORANDUM**

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**TO:** BOARD OF COUNTY COMMISSIONERS  
**FROM:** KATHY WHITE  
**SUBJECT:** CENTRAL OREGON WORKFORCE CONSORTIUM ORDINANCE  
**DATE:** 10/28/2014

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PROCESS INFORMATION

An ordinance passed by the Board of County Commissioners requires a majority vote following readings at two sessions a minimum of 13 days apart and does not take effect until 90 days after passage. The reading of the title only meets State requirements, however, should any Commissioner request it, the ordinance must be read in full.

This will come before the Board again at the 11.19.2014 session for a second reading and vote.

**Intergovernmental Agreement Creating the Central Oregon  
Workforce Consortium (COWC)**

**Date: November 5, 2014**

**Parties: Crook County,  
Deschutes County,  
Gilliam County,  
Hood River County,  
Jefferson County,  
Klamath County,  
Lake County,  
Sherman County,  
Wasco County, and  
Wheeler County**

**Subject Matter: Intergovernmental Agreement Creating the  
Central Oregon Workforce Consortium (COWC)**

WHEREAS, ORS 190.010 authorizes units of local government to enter into written agreements with other units of local governments for the performance of authorized functions; and

WHEREAS, the parties to this agreement wish to create COWC as an ORS 190 entity; and

WHEREAS, COWC shall consist of a governing body made up of one elected official from each of the ten (10) identified parties; and

WHEREAS, each party will, prior to the date of entity creation stated herein, enact an ordinance ratifying this intergovernmental agreement as required by ORS 190.085, now therefore,

IT IS AGREED AS FOLLOWS:

- 1. Effective Date:** This agreement shall take effect on December 1, 2014 or whenever all the parties approve it, whichever occurs last.
- 2. Purpose:** The purpose of this agreement is to establish a consortium of local governing body elected officials for the Central Oregon workforce area. Local workforce areas were established by the Workforce Investment Act of 1998 ("WIA") as amended by the Workforce Innovation and Opportunity Act of 2014 ("WIOA"). Chapter 190 of the Oregon Revised Statutes authorizes intergovernmental agreements.
- 3. Non-Agency:** No party to this agreement is an agent of any other party; to the extent applicable each party is solely liable for any workers compensation coverage.
- 4. Consortium Composition:** The Central Oregon Workforce Consortium ("COWC") shall have a board consisting of one county elected official chosen by each of the ten counties that are parties to this agreement. Each county may also designate an alternate county elected official who may act as a COWC board member and count towards a quorum in the absence of the regular COWC board member.
- 5. The COWC Chair:** The COWC shall elect a Chair and a Vice Chair in accordance with its bylaws. The Chair shall be the workforce area's chief elected official and shall perform chief elected official responsibilities described in WIOA, in other applicable Federal and State statutes, rules, policies,

procedures, in workforce contracts and grant agreements, in this agreement and in COWC's bylaws. The Vice Chair shall perform the Chair's responsibilities when the Chair is absent is absent.

**6. Consortium Decisions:** Each of the ten members of COWC's board shall have one vote. A quorum shall consist of six or more COWC board members. Decisions shall require the approval of a majority of COWC board members at a meeting when a quorum is present and no less than five favorable votes. Board members may attend meetings in person or electronically as permitted by Oregon laws. COWC shall adopt bylaws covering meetings and procedures.

**7. Workforce Board Appointments:** The COWC board shall authorize the Chair to make Central Oregon Workforce Board (the "Workforce Board") appointments. The Workforce Board shall meet WIOA Section 107 composition requirements and certification requirements established by the Oregon Workforce Investment Board ("OWIB") and the Governor. Workforce Board members shall serve staggered three year terms and shall continue serving until (a) resignation, (b) removal by the COWC board, (c) ceasing to work in and effectively represent the sector they were chosen to represent, or (d) until a successor is chosen by the COWC, whichever occurs first.

**8. The Strategic Workforce Plan and Budget:** COWC shall review and approve the Central Oregon workforce area's strategic plan and annual budget, including major modifications thereto.

**9. The Grant Subrecipient and Administrative Agency:** The COWC shall designate the Workforce Board as the Central Oregon workforce area's grant recipient and administrative agency. The designation shall be included in the partnership agreement with the Workforce Board. The Workforce Board

must be a neutral broker and convener of Central Oregon's workforce system and may not directly deliver adult, dislocated worker or youth services funded by WIA, WIOA or the State of Oregon.

**10. Oversight:** The COWC board shall receive and review Central Oregon workforce area monitoring and audit reports and shall carry out all local elected official oversight functions described in grant agreements, in applicable Federal and State statutes, rules and policies and in the partnership agreement with the Workforce Board.

**11. Code of Conduct:** COWC and the Workforce Board shall mutually adopt a Code of Conduct covering all Central Oregon workforce area activities and expenditures.

**12. Liability:** The Workforce Board shall hold the CLEO, the COWC board and the parties to this agreement harmless from any and all claims, court costs, fees and penalties, settlements, judgments, legal costs and any other liabilities of any kind arising from the management of the Central Oregon workforce area. An indemnification clause shall be included in the partnership agreement between the COWC and the Workforce Board. If there is any residual liability for COWC or the Counties which are parties to this agreement, liability shall be apportioned as follows: (a) the County or Counties in which the action or inaction occurred giving rise to the residual liability shall hold the other parties harmless; (b) if a specific County or group of Counties are not directly associated with the residual liability, the parties shall each be liable in proportion to their respective populations as determined by the last available census data at the time the actions or inaction causing the residual liability occurred.

**13. Agreement Adoption and Termination:** This agreement may be executed in one or more counterparts which, when combined, shall constitute the entire COWC

agreement. This agreement shall remain in effect until terminated by three or more of the parties by giving notice of intent to terminate on or before December 31<sup>st</sup> of any year. Termination shall be effective at midnight on the subsequent June 30<sup>th</sup>, the end of the Central Oregon workforce area's program year. This agreement may also be terminated by a unanimous vote of COWC board members or by operation of law.

**14. Agreement Amendment:** This agreement may be amended at any time if all ten parties so agree.

**The Parties agree to all the terms of this ORS 190 Intergovernmental Agreement by signing below:**

**COWC Intergovernmental Agreement Signature Page One**

**For Crook County:**

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## **COWC Intergovernmental Agreement Signature Page Two**

**For Deschutes County:**

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**COWC Intergovernmental Agreement Signature Page Three**

**For Gilliam County:**

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**COWC Intergovernmental Agreement Signature Page Four**

**For Hood River County:**

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**COWC Intergovernmental Agreement Page Five**

**For Jefferson County:**

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**COWC Intergovernmental Agreement Page Six**

**For Klamath County:**

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**COWC Intergovernmental Agreement Page Seven**

**For Lake County:**

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**COWC Intergovernmental Agreement Page Eight**

**For Sherman County:**

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## **COWC Intergovernmental Agreement Page Nine**

**For Wasco County:**

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**Scott C. Hege, Chair, Wasco County Board of Commissioners**

APPROVED AS TO FORM:

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Eric J. Nisley  
Wasco County District Attorney

**COWC Intergovernmental Agreement Page Ten**

**For Wheeler County:**

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

IN THE MATTER OF ADOPTION OF	)	
ORDINANCE RATIFYING THE CREATION OF	)	ORDINANCE
AN INTERGOVERNMENTAL ENTITY	)	#14-003
KNOWN AS THE CENTRAL OREGON	)	
WORKFORCE CONSORTIUM (COWC)	)	

WHEREAS, ORS 190.085 requires local governments to enact ordinances ratifying the creation of intergovernmental entities through intergovernmental agreements prior to the effective date of the agreement; and

WHEREAS, the Counties of Crook, Deschutes, Gilliam, Hood River, Jefferson, Klamath, Lake, Sherman, Wasco and Wheeler wish to establish an intergovernmental entity comprised of local governing body elected officials to oversee a regional Workforce Board, to be created consistent with the Workforce Investment Act of 1998 and the Workforce Innovation and Opportunity Act of 2014; and

WHEREAS, the intergovernmental entity shall have the power to enter into contracts, adopt rules for administrative and business operations, receive and distribute assets and revenue, and perform any lawful act as allowed by ORS Chapter 190; and



WHEREAS, it is the intent of the Board of County Commissioners of Wasco County, Oregon, to create an intergovernmental entity by intergovernmental agreement; and

WHEREAS, the intergovernmental agreement shall be effective on December 1, 2014 or when all ten (10) parties adopt it, whichever occurs last.

NOW, THEREFORE the Board of Commissioners of Wasco County ordains the adoption of the following:

1. Pursuant to ORS 190.085, it is the intent of the Board of Commissioners to create an intergovernmental entity known as the Central Oregon Workforce Consortium by intergovernmental agreement among Crook County, Deschutes County, Gilliam County, Hood River County, Jefferson County, Klamath County, Lake County, Sherman County, Wasco County and Wheeler County for the purpose of establishing a consortium of local govern body elected officials, which shall provide coordinated oversight of the Central Oregon Workforce Board.

2. A copy of the COWC Intergovernmental Agreement, attached to this ordinance and incorporated into this ordinance by this reference, is approved and ratified.

3. The intergovernmental agreement creating the COWC shall be effective on December 1, 2014 or whenever all the parties approve it, whichever occurs last.

4. The public purpose of the COWC is to establish a consortium of local governments to oversee the board that coordinates workforce development within the regional area.

5. The COWC shall have the powers, duties and functions as set out in the

Intergovernmental Agreement.

6. This Ordinance being necessary for the immediate preservation of the public peace, health, and safety, an emergency is declared to exist, and this Ordinance takes effect on its passage.

Dated this 19<sup>th</sup> day of November, 2014

WASCO COUNTY  
BOARD OF COMMISSIONERS

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Scott C. Hege, Chair

---

Rod L. Runyon, County Commissioner

---

Steven D. Kramer, County Commissioner

APPROVED AS TO FORM:

ATTEST:

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Eric J. Nisley  
Wasco County District Attorney

---

Kathy R. White, Executive Assistant

Date of 1st Reading: 5<sup>th</sup> day of November, 2014.

Date of 2nd Reading: 19<sup>th</sup> day of November, 2014.

Effective date: 17<sup>th</sup> day of February, 2015.

**Agenda Item**  
**Work Session – Noise Ordinance**

- [Discussion Points](#)

## Noise Ordinance Discussion

**Questions:** Outside WTF and Fall Into Winter, how many noise complaints has the Board received? In enacting a noise ordinance will there be a loss in community income?

### Pros

- Would give the sheriff ability / footing to take legal action.
- Reacts to concerns expressed by constituents at public hearing (particularly one individual).
- Gives planning staff ability to condition and regulate noise in applicable permits (i.e., OMG, social or similar approvals).
- Would give code compliance officer and program indirect ability to issue citations and process respective complaints.
- Gives assurances to property owners in unincorporated portions of the county.
- There will always be occasional unauthorized events that get rowdy, loud and go late (e.g., Hispanic weddings, events at The Grange, Fall Into Winter (aka the Jackson Brothers)). The noise ordinance would be an avenue to cite these events.
- Aligns with many rural values.
- Preamble of the US Constitution states "...to ensure the domestic Tranquility...".

### Unintended Consequences

- Regulating noise is currently working. If noise has become an issue at an event there is invariably going to be tangential issues, such as disorderly conduct and parking in rights-of-ways, which can be enforced by the sheriff and another way to address noise. Essentially there a wide variety of ways noise can be handled.
- Ability to regulate noise is essentially still possible and can be conditioned (except with unauthorized events):
  - Small Events: Can build into forthcoming social gathering regulations (these likely would not address events less than 24 hours anyway).
  - OMG Events: Although not required, have ability to negotiate with an OMG permit (e.g., WTF). Lack of cooperation by applicant to regulate noise could lead to grounds for denial based on health, safety and welfare of participants and neighbors.
  - Large Events: Can condition noise as part of approval.
  - Weddings: Private weddings would not be regulated by any type of permit.
- Enforcement gets technical with equipment.
- Hearings Officer process time consuming and expensive.

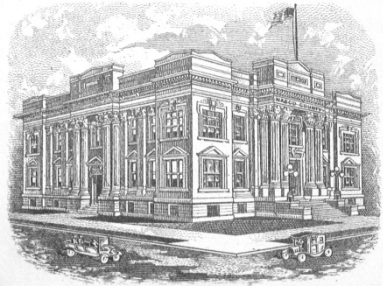
### Complications with Draft Noise Ordinance

- If the will or ability to enforce a noise ordinance is absent, it is nothing more than a placebo to placate noise sensitive citizens. The most successful ordinance is one that contains only those provisions important to the community. Having an overly complex ordinance reduces the will of those responsible for enforcing it.
- Section 1, Declaration of Findings and Policy: The use of term "excessive sound" is vague.

Many noise ordinances have used terms such as "excessive", "unnecessary", and "raucous". These terms are highly subjective and, without adequate support, have been found to violate

the First and Fourteenth Amendments to the US Constitution.

- Section 2. Definitions: Noise or the “**sound source**” as used on draft ordinance includes a very broad range of items, many of which are critical and ancillary to farming, ranching and forestry.
- Section 3. Prohibitions: Many of these uses seem to conflict with standard agriculture / forestry practices (e.g., use of engine, mechanical device or construction).
- Section 4. Exceptions: The list seems to be biased and contain some hypocrisy. You can use a chainsaw from 6:00 a.m. to 10:00 p.m.?
- Section 5. Variances: The outlined variance process is lengthy (30 days to accept application and 30 days to review). If the decision is appealed, 15 more days are necessary (75 days). The Board’s decision technically can be appealed, too (100 plus days). As such, people likely to take risk and just ask for forgiveness.
- Section 5. Variances: In the variance provisions no notice procedures are identified. The process and criteria used are not imbedded in the department’s LUDO.
- Section 6. Administration and Enforcement: The Hearings Officer process is **expensive**, time consuming and **duplicates** the Board of Commissioner and County Council efforts.
- Section 6. Administration and Enforcement: Evaluation, measurement and enforcement of noise (i.e., DBF) is **technical**, would require specific equipment and training by sheriff / enforcement officer. In court noise ordinances are often difficult to defend as they leave room for arbitrary enforcement.
- Section 7. Penalties & Section 8. Payment: An amount for a fine is not established and will be perceived as being **arbitrary and capricious**. The amount of **time** consumed by county staff (sheriff, planning, administration, Board of Commissioners) will be enormous and likely far outweigh any cost recouped. Will issuing a citation and recouping a payment really detract future offenders and set needed precedence?



# WASCO COUNTY

## Facilities

**Fred Davis**  
Facilities Operations Manager  
511 Washington St.  
Suite 101  
The Dalles, OR 97058-1599  
phone: 541-506-2553  
fax: 541-506-2551  
cel: 541-993-3280  
e-mail-fredd@co.wasco.or.us

November 3, 2014

Attention: County Board Commissioners  
Geoff Gerding, Columbia Basin Care Facility (CBCF)  
Rich Mason, Design Structures

Re: Cooler Replacement Agreement

### **AMENDMENT to the AGREEMENT**

This amendment alters the amount to be paid by Wasco County to Design Structures for the contracted work. The payment is to be no more or less than the amount paid by City County Insurance Services to Wasco County for claim number PRPWASC2014065163. Other payments to Design Structures shall be made by CBCF to Design Structures. Wasco County is not responsible for any funding amounts over the payments listed here in.

Approved as  
to form \_\_\_\_\_  
Eric J. Nisley, Wasco County District Attorney

This amendment to the original agreement is accepted and executed when signed by all parties.

### **Wasco County Commission**

Scott Hege \_\_\_\_\_ Date \_\_\_\_\_  
(Chair)

### **Columbia Basin Care Facility**

Geoff Gerding \_\_\_\_\_ Date \_\_\_\_\_  
(Assistant Executive Director)

### **Design Structures**

Rich Mason \_\_\_\_\_ Date \_\_\_\_\_  
(Project Manager)

To:  
Wasco Board of Commissioners

2 April, 2014

From:  
Dr. David Wehrly  
PO Box 427  
Dufur, OR 97021

The attached '***Proposed: Noise Ordinance: Reasonable Standard***', is submitted for consideration and passage by the Board, in the absence of, and in the clear need for, a County ordinance to address the specific issue of 'amplified sound', and its deleterious effects on the health and well being of the residents of Wasco County.

This proposed ordinance was modeled after, and extracted from, existing ordinances from other Oregon counties [including adjacent], and cities.

## **Proposed: Noise Ordinance: Reasonable Person Standard**

### **Section**

- 1 Purpose**
- 2 Findings**
- 3 Scope**
- 4 Noise Prohibited**
- 5 Enforcement**
- 6 Penalties**
- 7 Severability Clause**
- 8 Savings Clause**
- 9 Effective Date**

**The People of the County of Wasco ordain as follows:**

### **Section 1. Purpose.**

This ordinance is enacted to protect, preserve, and promote the health, safety, welfare, peace, and quiet of the citizens of Wasco County through the reduction, control, and prevention of loud and raucous noise, or any noise which unreasonably disturbs, injures, or endangers the comfort, repose, health, peace, or safety; or causes public inconvenience, annoyance or alarm to reasonable persons of ordinary sensitivity.

### **Section 2. Findings.** The County Board of Commissioners of Wasco County finds:

A. Loud and raucous noise degrades the environment of the County to a degree that:

- (1) is harmful to the health, welfare, and safety of its inhabitants and visitors;
- (2) interferes with the comfortable enjoyment of life and property;
- (3) interferes with the well being, tranquility, and privacy of the home;
- and
- (4) both causes and aggravates health problems.

B. Both the effective control and the elimination of loud and raucous noise are essential to the health and welfare of the County's inhabitants and visitors, and to the conduct of the normal pursuits of life, including work, recreation, and communication.

C. The use of sound amplification equipment creates loud and raucous noise that may, in a particular manner and at a particular time and place, substantially and unreasonably invade the privacy, peace, and freedom of inhabitants of, and visitors to, the County.

D. The obligation to draft regulations that affect speech in a content-neutral fashion is of paramount importance to protect the freedom of expression guaranteed by Article I, section 8, of the Oregon Constitution and the First Amendment of the United States Constitution. This ordinance enacts narrowly drawn, content-neutral regulations that are to be interpreted as such so as not to infringe upon constitutionally protected rights.



**Section 3. Scope.** This Ordinance applies to the control of all sound originating within the jurisdictional limits of the County. Incorporated municipal entities may supplement or supersede this ordinance within the geographical boundaries of their individual jurisdictions.

**Section 4. Noises Prohibited.** The following acts are declared to be per se violations of this Ordinance. This enumeration does not constitute an exclusive list:

A. Loudspeakers, Amplifiers, Public Address Systems, and Similar Devices: The unreasonably loud and raucous use or operation of a loudspeaker, amplifier, public address system, or other device for producing or reproducing sound between the hours of 8:00 p.m. and 7:00 a.m. on weekdays, and 10:00 p.m. and 10:00 a.m. on weekends and holidays in the following areas:

- (1) Within or adjacent to residential or noise-sensitive areas;
- (2) Within public space if the sound is plainly audible across the real property line of the public space from which the sound emanates, and is unreasonably loud and raucous.

B. Radios, Televisions, Boomboxes, Phonographs, Stereos, Musical Instruments and Similar Devices: The use or operation of a radio, television, boombox, stereo, musical instrument, or similar device that produces or reproduces sound in a manner that is plainly audible to any person other than the player(s) or operator(s) of the device, and those who are voluntarily listening to the sound, and which unreasonably disturbs the peace, quiet, and comfort of neighbors and passers-by, or is plainly audible at a distance of 50 feet from any person in a commercial, industrial area, or public space. The use or operation of a radio, television, boombox, stereo, musical instrument, or similar device that produces or reproduces sound in a manner that is plainly audible to any person other than the player(s) or operator(s) of the device, and those who are voluntarily listening to the sound, and unreasonably disturbs the peace, quiet, and comfort of neighbors in residential or noise sensitive areas, including multi-family or single-family dwellings.

**Section 5. Enforcement.** The following individuals shall enforce this Ordinance: The County Sheriff will have primary responsibility for the enforcement of the noise regulations contained in this Ordinance. Nothing in this Ordinance shall prevent the Sheriff from obtaining voluntary compliance by way of warning, notice or education.

**Section 6. Penalties.**

A. A person who violates a provision of this Ordinance is guilty of an infraction which is punishable by a fine not to exceed \$xxxx.

B. Each occurrence of a violation, or, in the case of continuous violations, each day a violation occurs or continues, constitutes a separate offense and may be punished separately.

**Section 7. Severability Clause.** A determination of invalidity or unconstitutionality by a court of competent jurisdiction of any clause, sentence, paragraph, section or part, of this Ordinance shall not affect the validity of the remaining parts to this Ordinance.

**Section 8. Savings Clause.** A prosecution which is pending on the effective date of this ordinance and which arose from a violation of an ordinance repealed by this Ordinance, or a prosecution which is started within one year after the effective date of is Ordinance arising from a violation of an ordinance repealed by this Ordinance, shall be tried and determined exactly as if the Ordinance had not been repealed.

**Section 9. Effective Date.** This Ordinance is effective on mm/dd/yyyy

# Wasco County Noise Ordinance

## 1. Declaration of Findings and Policy

The Wasco County Board of Commissioners finds that excessive sound can and does constitute a hazard to the health, safety, welfare and quality of life of the residents of Wasco County. While certain activities essential to the economic, social, political, education and technical advancements of the citizens of Wasco County necessarily require the production of sounds which may offend, disrupt, intrude or otherwise create hardship among the citizenry, the Board of Commissioners is obliged to impose some limitation and regulation upon the production of excessive sound as will reduce the deleterious effects thereof.

Now, therefore it is the policy of the Wasco County Board of Commissioners to prevent and regulate excessive sound wherever it is deemed to be harmful to the health, safety, welfare, and quality of life to the citizens of Wasco County. This document shall be liberally construed to effectuate that purpose.

## 2. Definitions

The following definitions shall apply herein unless the context requires otherwise:

- A. Industrial or Commercial Organizations or Workers- those industrial or commercial sources of sound which are subject to noise regulation by the State of Oregon or Environmental Quality;
- B. Noise Sensitive Unit- any building or portion thereof, currently and regularly used for the overnight accommodation of persons, including but not limited to individual residential units, individual apartments, hospitals and nursing homes;
- C. Person- includes, in addition to any individual, any public or private corporation, association, partnership, or other legally recognized public or private entity;
- D. Sheriff- the Sheriff of Wasco County or the Sheriff's designee; and
- E. Sound Source- includes but is not limited to,
  - a. Loudspeakers, public address systems;
  - b. Radios, tape recorders, and/or tape players, phonographs, television sets, stereo systems including those installed in a vehicle;
  - c. Musical instruments, amplified or un-amplified;
  - d. Sirens, bells;
  - e. Vehicle engines or exhausts, when the vehicle is not on a public right-of-way;
  - f. Vehicle tires, when caused to squeal by excessive speed or acceleration;
  - g. Tools, including drills, chain saws, lawnmowers, saws, hammers, and similar tools, but only between 10 p.m. and 6 a.m. of the following day;
  - h. Heat pumps, air conditioning units, generators and refrigeration units, including those mounted on vehicles; and

i. Animals

Vehicle- means automobiles, motorcycles, motorbikes, go-carts, trucks, buses, snowmobiles, or any other motorized object that is authorized under Oregon Law to be operated on a public roadway.

3. Prohibitions

No person shall create or assist in creating or permit the continuance of unreasonable noise in Wasco County. The following enumeration of violations of this section is not exclusive but is illustrative of some unreasonable noises:

- A. Keeping an animal that by loud and frequent or continued noise disturbs the comfort and repose of a person in the vicinity.
- B. Using an engine, thing or device that is so loaded, out of repair, or operated in such a manner as to create a loud or unnecessary grating, grinding, rattling, or other noise.
- C. Using a mechanical device operated by compress air, steam, or otherwise, unless the noise created by it is effectively muffled.
- D. Construction, excavation demolition, alteration or repair of a building between the hours of 8:00 p.m. and 7:00 a.m., except by permit granted by Wasco County.
- E. Using or operating an automatic or electric piano, musical instrument, radio, stereo, loudspeaker, or other sound-amplifying device so loudly that it disturbs any person(s) in its vicinity, or in a manner that makes it a public nuisance. The use or operation of any such device between the hours of 11:00 p.m. and 7:00 a.m. in such a manner as to be plainly audible at a distance of 100 feet from the building, structure, or vehicle in which it is located shall be prima face evidence of a violation of this section.

4. Exceptions

The following exceptions from this chapter are permitted when conditions therefore are met:

- A. Sounds caused by organized athletic, religious, educational, civic or other related activities on property generally used for such purposes, including stadiums, parks, schools, churches, athletic fields, airports, between the hours of 7:00 a.m. and 11:00 p.m. the same day;
- B. Sounds caused by emergency work, or by the ordinary and accepted use of emergency equipment, vehicles and apparatus, whether or not such work is performed by a public or private agency, upon public or private property;

- C. Sounds caused by sources regulated as to sound production by federal law, including, but not limited to, sounds caused by railroad, aircraft or commercially licensed watercraft operations;
- D. Sounds caused by bona fide use of emergency warning devices and alarm systems authorized by Wasco County;
- E. Sounds caused by blasting activities when performed under a permit issued by appropriate governmental authorities and only between the hours of 9:00 a.m. and 4:00 p.m. excluding weekends, unless such permit expressly authorizes otherwise;
- F. Sounds caused by industrial, commercial, timber-harvesting, or utility organizations or workers during their normal operations;
- G. Sounds caused by animals, animal husbandry, or agricultural operations, when the source of such sound is located in a rural setting;
- H. Sounds caused by motor vehicles operated on public roads, which are regulated by state law which the Sheriff has a mandate to enforce; or,
- I. Sounds caused by construction activity or by tools, including drills, chain saws, lawnmowers, saws, hammers, and similar tools, between the hours of 6:00a.m. to 10:00 p.m. of the same day.

## 5. Variances

Any person, who is planning the operation of a sound source which may violate any provision of this chapter, may apply to the Wasco County Planning Department for a variance from such provision.

- A. Application. The application shall state the provision from which a variance is being sought, the period of time for which the variance is to apply, the reason for which the variance is sought and any other supporting information which the Wasco County Planning Department may reasonably require.
- B. Review Considerations. The Wasco County Planning Department shall consider:
  - a. The nature and duration of the sound emitted;
  - b. Whether the public health, safety or welfare is endangered;
  - c. If compliance with this chapter would produce a benefit to the public; and,
  - d. Whether previous permits have been issued and the applicant's record of compliance.
- C. Time Duration of Variance. A variance may be granted for a specific time interval only.
- D. The Wasco County Board of Commissioners shall within 30 days deny the application, approve it, or approve it subject to conditions.
- E. Appeals. If the variance is denied it may be citizen-appealed to the Wasco County Board of Commissioners within 15 days from the date of the original decision. The Wasco County Board of Commissioners shall review the application, hear all appeals under

public comment within 15 days and, deny the application, approve it, or approve it subject to conditions.

- F. The authority granting the variance may at any time before or during the operation of any variance revoke the variance for good cause.

6. Administration and Enforcement

- A. The Sheriff of Wasco County shall administer, supervise, and perform all acts necessary to enforce this chapter.
- B. Citation: whenever a person produces or permits to be produced sound which is found in violation of, or contrary to, any provision of this chapter, that person may be issued a citation.
- C. Unsworn persons may be utilized, as the Sheriff deems necessary, to issue citations for violation of this chapter, under provisions of ORS 204.635.
- D. Forms of citation: the form for the citation to be issued under this chapter shall contain the following: a description of the specific violation alleged, the name and address of the person producing or permitting the violation, the description of the sound source, the time and place of the occurrence of the violation, the name and address of the office of the Sheriff, a form for admitting or denying the violation as provided by subsection F of this section, and a schedule for the forfeiture amounts for specific violations.
- E. Upon citation of a person for a violation of this chapter, the person issuing the citation may seize the offending sound source as evidence. It is the intent of this chapter to avoid such seizures except where the person being cited has received two (2) previous citations within the previous six (6) months for the same or similar sound source. The previous citations may, but need not, occur on the same date as the citation, which prompts the seizure.
- F. A person who receives a citation for violation of this chapter shall respond within 15 days of the issuance of the citation by payment of any penalties established under this chapter, or by requesting a hearing as provided in subsections G and H of this section.
- G. Notice of Hearing: a person who receives a citation for violation of this chapter may deny all or part of the alleged violation by completing an appropriate response form attached to the citation, and mailing or delivering it to the Sheriff's Office, as indicated on the citation. Upon receipt, the Sheriff's Office shall forward the form and case report to the Wasco County Board of Commissioners, who shall establish a time and place for the hearing and provide notice of it to the person who received the citation. Notice of the time and place of the hearing shall be made by mailing the notice to the address designated by the person who received the citation. The notice shall be sent by Certified Mail.

- H. Hearings Officer: The Wasco County Board of Commissioners shall appoint a quasi-judicial hearing officer or officers to hear and determine cases of alleged violations of this chapter.
- a. Every hearing will be used to determine whether this chapter has been violated shall be held before a hearing officer. The hearing officer may prescribe procedures for the conduct of such hearings.
  - b. Evidence, including rebuttal evidence, may be presented at the hearing and shall be limited to that which is relevant to the violation alleged.
  - c. The parties shall have the right to cross-examine witnesses who testify.
  - d. After due consideration of the evidence and arguments, the hearings officer shall determine whether the violation as alleged in the complaint, the complaint has been established. If the violation has been established, the hearings officer shall issue a decision including a brief statement of the findings of fact necessary to establish a violation. The decision and order shall be issued no later than five (5) days after the conclusion of the hearing, and in all cases the hearing shall be recorded in the record of hearing. Furthermore the hearings officer shall file the findings with the Wasco County Board of Commissioners as an official public record.
- I. In addition to any other enforcement procedures, the Wasco County Board of Commissioners may, upon its own motion, or upon receipt of a petition requesting hearing by the Board, issue its order to the person producing or permitting to be produced, the sound which allegedly violates this chapter, to appear before the board and show cause why the Board should not declare the sound a violation of this chapter and order the violation abated. Noncompliance with the order may result in the Board referring the matter to the County Counsel for enforcement.
- J. An Attorney at any hearing may represent a person who receives a citation or an order to show cause, provided that in the case of representation of an attorney, the person gives five (5) days of written notice to the hearings officer of the Wasco County Board of Commissioners so that the County may, at its option, arrange for representation by an attorney on its behalf.
- K. County Counsel may prosecute or bring a civil action against violators of this chapter, or those who fail to comply with the hearing procedure, or an order of the Hearings Officer or Board. Such action shall be brought or pursued in the Circuit Court of the State of Oregon.

## 7. Penalties

Violation of this chapter shall be punishable by a penalty or fine in the amount set by resolution of the Wasco County Board of Commissioners.

#### 8. Payment

Payment of all fines under this chapter shall be made by mailing or delivering the response form attached to the citation accompanied by a cash or money order for the amount of the fine to the Wasco County Sheriff's Office at 511 Washington Street, Suite 102, The Dalles Oregon 97058. All forms of payment will be deposited in the Wasco County general fund.

For Discussion



# **Noise Ordinance - Discussion**

The People of the County of Wasco ordain as follows:

## **Section 1. Purpose**

This ordinance is enacted to protect, preserve, and promote the health, safety, welfare, peace, and quiet of the citizens of Wasco County through the reduction, control, and prevention of loud noise within specified time frames.

## **Section 2. Findings**

The County Board of Commissioners of Wasco County finds:

- A. Loud noise can impact the environment of the County to a degree that:
  - a. Interferes with the comfortable enjoyment of life and property;
  - b. Interferes with the well being, tranquility, and privacy of the home;
- B. The effective control of loud noise are important to County's inhabitants, and to the conduct of the normal pursuits of life, including work, recreation, and communication.
- C. The use of sound amplification equipment can cause loud noise that may, in a particular manner and at a particular time and place, invade the privacy, peace, and freedom of inhabitants of the County.
- D. The obligation to draft regulations that affect speech in a content-neutral fashion is of paramount importance to protect the freedom of expression guaranteed by Article I, section 8, of the Oregon Constitution and the First Amendment of the United States Constitution. This ordinance enacts narrowly drawn, content-neutral regulations that are to be interpreted as such so as not to infringe upon constitutionally protected rights.

## **Section 3. Scope**

This Ordinance applies to the control of sound originating within the jurisdictional limits of the County. Any provisions here will not apply to any incorporated municipal entities or jurisdictions beyond the control of the County.

## **Section 4. Noises Addressed**

The following acts are declared to be per se violations of this Ordinance:

- A. Loudspeakers, Amplifiers, Public Address Systems, and Similar Devices: The unreasonably loud and raucous use or operation of a loudspeaker, amplifier, public address system, or other device for producing or reproducing sound between the hours of (time) and (time) on weekdays, and (time) and (time) on weekends and holidays in the following areas:

- a. Within or adjacent to residential or noise-sensitive areas;
- b. Within public space if the sound is plainly audible across the real property line of the public space from which the sound emanates, and is unreasonably loud.

#### **Section 5. Exemption**

The County Commission reserves the right to exempt these noise regulations in the County if good cause is shown.

#### **Section 5. Enforcement**

The following individuals shall enforce this Ordinance: The County Sheriff will have primary responsibility for the enforcement of the noise regulations contained in this Ordinance. Nothing in this Ordinance shall prevent the Sheriff from obtaining voluntary compliance by way of warning, notice or education.

#### **Section 6. Penalties**

- A. A person who violates a provision of this Ordinance is guilty of an infraction which is punishable by a fine not to exceed \$\_\_\_\_\_.
- B. Each occurrence of a violation, or, in the case of continuous violations, each day a violation occurs or continues, constitutes a separate offense and may be punished separately.

#### **Section 7. Severability Clause**

A determination of invalidity or unconstitutionality by a court of competent jurisdiction of any clause, sentence, paragraph, section or part, of this Ordinance shall not affect the validity of the remaining parts to this Ordinance.

#### **Section 8. Savings Clause**

A prosecution which is pending on the effective date of this ordinance and which arose from a violation of an ordinance repealed by this Ordinance, or a prosecution which is started within one year after the effective date of is Ordinance arising from a violation of an ordinance repealed by this Ordinance, shall be tried and determined exactly as if the Ordinance had not been repealed.

#### **Section 9. Effective Date**

This Ordinance is effective on mm/dd/yyyy

## SUMMARY REPORT

Wasco County, Oregon  
General Election  
November 4, 2014

Run Date: 11/04/14 10:05 PM

	VOTES	PERCENT
PRECINCTS COUNTED (OF 14)	14	100.00
REGISTERED VOTERS - TOTAL	13,013	
BALLOTS CAST - TOTAL	8,548	
VOTER TURNOUT - TOTAL		65.69

## United States Senator

## Vote For 1

Mike Montchalín (LBT)	298	3.67
Jeff Merkley (DEM)	4,140	51.02
Christina Jean Lugo (PGP)	155	1.91
James E Leuenberger (CON)	182	2.24
Monica Wehby (REP)	3,315	40.86
WRITE-IN	24	.30

## Representative in Congress, 2nd District

## Vote For 1

Aelea Christofferson (DEM)	2,220	27.22
Sharon L Durbin (LBT)	325	3.98
Greg Walden (REP)	5,592	68.55
WRITE-IN	20	.25

## Governor

## Vote For 1

Dennis Richardson (REP)	4,009	49.09
Chris Henry (PRO)	88	1.08
Aaron Auer (CON)	108	1.32
John Kitzhaber (DEM)	3,597	44.04
Paul Grad (LBT)	170	2.08
Jason Levin (PGP)	179	2.19
WRITE-IN	16	.20

## State Representative, 57th District

## Vote For 1

Greg Smith (REP)	480	97.96
WRITE-IN	10	2.04

## State Representative, 59th District

## Vote For 1

John E Huffman (REP)	5,741	97.72
WRITE-IN	134	2.28

## Judge of the Circuit Ct., Dist. 7, Pos 3

## Vote For 1

Karen Ostrye	4,940	73.82
Timothy MB Farrell	1,713	25.60
WRITE-IN	39	.58

## VOTES PERCENT

## County Commissioner, Position 3

## Vote For 1

Rod Runyon	4,237	55.26
Bridget Bailey	3,390	44.22
WRITE-IN	40	.52

## County Assessor

## Vote For 1

Jill Filla Amery	5,029	98.63
WRITE-IN	70	1.37

## Director, At Large 2 SOIL &amp; WATER CONSERVATION DISTRICT

## Vote For 1

Phil Kaser	5,390	99.01
WRITE-IN	54	.99

## Director, Zone 2 SOIL &amp; WATER CONSERVATION DISTRICT

## Vote For 1

Norman C Lyda	4,956	99.08
WRITE-IN	46	.92

## Director, Zone 4 SOIL &amp; WATER CONSERVATION DISTRICT

## Vote For 1

Stan Shephard	4,884	99.11
WRITE-IN	44	.89

## Director, Subdivision 2 CHENOWITH WATER PUD #2

## Vote For 1

Rodney D Peterson	150	99.34
WRITE-IN	1	.66

## Director, Subdivision 4 CHENOWITH WATER PUD #4

## Vote For 1

Michael D Elmore	166	98.81
WRITE-IN	2	1.19

## Director, Subdivision 3 N. WASCO PUD #3

## Vote For 1

Clay Smith	586	98.65
WRITE-IN	8	1.35

## Director, Subdivision 4 N. WASCO PUD #4

## Vote For 1

Howard Gonser	844	98.83
WRITE-IN	10	1.17

## SUMMARY REPORT

Wasco County, Oregon  
General Election  
November 4, 2014

Run Date:11/04/14 10:05 PM

	VOTES	PERCENT
Director, Subdivision 5 N. WASCO PUD #5		
Vote For 1		
Kenneth Leibham . . . . .	806	99.38
WRITE-IN. . . . .	5	.62

	VOTES	PERCENT
Mayor CITY OF THE DALLES		
Vote For 1		
Steve Lawrence. . . . .	3,389	97.08
WRITE-IN. . . . .	102	2.92

	VOTES	PERCENT
Councilor, At Large CITY OF THE DALLES		
Vote For 1		
Taner Elliott . . . . .	2,936	67.81
Carolyn Wood . . . . .	1,382	31.92
WRITE-IN. . . . .	12	.28

	VOTES	PERCENT
Councilor, Position No. 1 CITY OF THE DALLES		
Vote For 1		
Timothy J McGlothlin. . . . .	3,140	98.93
WRITE-IN. . . . .	34	1.07

	VOTES	PERCENT
Councilor, Position No. 3 CITY OF THE DALLES		
Vote For 1		
Bill Dick . . . . .	1,130	27.23
Russ L Brown . . . . .	2,467	59.45
Brian D Stevens . . . . .	534	12.87
WRITE-IN. . . . .	19	.46

	VOTES	PERCENT
Mayor CITY OF DUFUR		
Vote For 1		
NO CANDIDATE FILED . . . . .	0	
WRITE-IN. . . . .	81	100.00

	VOTES	PERCENT
Councilors CITY OF DUFUR		
Vote For 3		
NO CANDIDATE FILED . . . . .	0	
WRITE-IN. . . . .	119	100.00

	VOTES	PERCENT
Mayor CITY OF SHANIKO		
Vote For 1		
Goldie L Roberts . . . . .	8	66.67
WRITE-IN. . . . .	4	33.33

	VOTES	PERCENT
Recorder CITY OF SHANIKO		
Vote For 1		
Susan Paterson. . . . .	12	100.00
Sharon R Kintrea . . . . .	0	
WRITE-IN. . . . .	0	

	VOTES	PERCENT
Councilors CITY OF SHANIKO		
Vote For 3		
Hugh A Holbrook . . . . .	6	17.14
Justin D Stein. . . . .	7	20.00
Deena L Witherspoon . . . . .	5	14.29
WRITE-IN. . . . .	17	48.57

	VOTES	PERCENT
Mayor CITY OF ANTELOPE		
Vote For 1		
NO CANDIDATE FILED . . . . .	0	
WRITE-IN. . . . .	30	100.00

	VOTES	PERCENT
Council Seat #3 CITY OF ANTELOPE		
Vote For 1		
Larry Smith. . . . .	15	46.88
WRITE-IN. . . . .	17	53.13

	VOTES	PERCENT
Council Seat #4 CITY OF ANTELOPE		
Vote For 1		
Elizabeth (Betty) Samul. . . . .	16	50.00
WRITE-IN. . . . .	16	50.00

	VOTES	PERCENT
Mayor CITY OF MAUPIN		
Vote For 1		
Karen E DuPuis. . . . .	45	35.71
Frank Kay . . . . .	79	62.70
WRITE-IN. . . . .	2	1.59

	VOTES	PERCENT
Councilors CITY OF MAUPIN		
Vote For 3		
Carol Rager. . . . .	89	25.43
Joe Ringo . . . . .	38	10.86
Scott Anderson. . . . .	42	12.00
Randy Bechtol . . . . .	86	24.57
Lynn Ewing . . . . .	90	25.71
WRITE-IN. . . . .	5	1.43

	VOTES	PERCENT
Mayor CITY OF MOSIER		
Vote For 1		
Arlene C Burns. . . . .	106	92.17
WRITE-IN. . . . .	9	7.83

	VOTES	PERCENT
Councilor, Position #1 CITY OF MOSIER		
Vote For 1		
Peny J Wallace. . . . .	107	97.27
WRITE-IN. . . . .	3	2.73

## SUMMARY REPORT

Wasco County, Oregon  
General Election  
November 4, 2014

Run Date:11/04/14 10:05 PM

## VOTES PERCENT

## Councilor, Position #3 CITY OF MOSIER

Vote For 1

NO CANDIDATE FILED . . . . .	0	
WRITE-IN. . . . .	15	100.00

## Councilor, Position #5 CITY OF MOSIER

Vote For 1

Jacki Sterner . . . . .	93	96.88
WRITE-IN. . . . .	3	3.13

## State Measure 86

Vote For 1

Yes . . . . .	2,934	36.36
No. . . . .	5,136	63.64

## State Measure 87

Vote For 1

Yes . . . . .	4,146	51.88
No. . . . .	3,845	48.12

## State Measure 88

Vote For 1

Yes . . . . .	2,124	25.55
No. . . . .	6,190	74.45

## State Measure 89

Vote For 1

Yes . . . . .	4,649	58.03
No. . . . .	3,363	41.97

## State Measure 90

Vote For 1

Yes . . . . .	2,727	33.57
No. . . . .	5,396	66.43

## State Measure 91

Vote For 1

Yes . . . . .	4,147	49.07
No. . . . .	4,304	50.93

## State Measure 92

Vote For 1

Yes . . . . .	3,393	40.23
No. . . . .	5,041	59.77



WASCO COUNTY SUMMARY OF 2014-15 ASSESSMENT AND TAX ROLL

TAXING DISTRICT	CERTIFIED RATES OR LEVY INFORMATION										POST MEASURE 50 BILLING RATES AND TAX EXTENSIONS										ASSESSMENTS AND ADDITIONS			
	Inside M-5 Limit			Outside M-5 Limit	Amounts Raised Other Counties	Net Levy for Tax Rate (excl. perm. rate)	M-5 VALUE (RMV OR SAV After Exemptions)	*Total Taxable Assessed Value TO COMPUTE RATE	Calculated Rate for Bonds or Local Option	District Billing Rate	Amt. Tax Rate Will Raise	Truncation Loss	Total Extended for District	Gain from UR Div of Tax Trunc.	Gain/Loss from Indiv. Extension	Actual Tax Extended for District	M-5 Compression Loss	Taxes Imposed	Penalty Upon Reclassification (All Types)	Clerical Error / Omitted	Late Filing Fee	Total Amount To Be Received		
	Permanent Rate	Rate or \$ Certified	Local Option Levies																					
WASCO COUNTY	\$4.2523	\$4.2523	\$0.00	\$0.00	\$0.00	\$0.00	\$2,690,749,962	\$1,976,930,140	\$0.0000	\$4.2523	\$8,406,500.03	\$0.00	\$8,406,500.03	\$90.75	\$0.02	\$8,406,590.80	(\$183,264.49)	\$8,223,326.31	\$6,159.29	\$3,505.61	\$11,244.47	\$8,244,235.68		
NORCOR - BONDS	\$0.0000	\$0	\$0.00	\$1,271,100.00	\$786,699.41	\$484,400.59	\$2,690,749,962	\$1,976,930,140	\$0.2450	\$0.2450	\$484,347.88	(\$52.71)	\$484,347.88	\$60.91	\$0.01	\$484,408.80	\$0.00	\$484,408.80	\$354.87	\$201.98	\$0.00	\$484,965.65		
PORT OF THE DALLES	\$0.2007	\$0.2007	\$0.00	\$0.00	\$0.00	\$0.00	\$2,035,502,112	\$1,505,807,880	\$0.0000	\$0.2007	\$302,215.64	\$0.00	\$302,215.64	\$11.51	\$0.01	\$302,227.16	(\$8,566.04)	\$293,661.12	\$113.08	\$135.85	\$0.00	\$293,910.05		
NORTHERN WASCO PARKS & REC	\$0.6799	\$0.6799	\$0.00	\$0.00	\$0.00	\$0.00	\$1,435,696,029	\$1,078,069,254	\$0.0000	\$0.6799	\$732,979.29	\$0.00	\$732,979.29	\$0.68	\$0.00	\$732,979.97	(\$28,990.81)	\$703,989.16	\$295.75	\$631.06	\$0.00	\$704,915.97		
NORTHERN WASCO PARKS & REC BOND	\$0.0000	\$0	\$0.00	\$372,841.26	\$0.00	\$372,841.26	\$1,435,696,029	\$1,154,924,953	\$0.3228	\$0.3228	\$372,809.77	(\$31.49)	\$372,809.77	\$0.00	\$0.00	\$372,809.77	\$0.00	\$372,809.77	\$0.00	\$0.00	\$0.00	\$372,809.77		
DUFUR RECREATION DIST.	\$0.5453	\$0.5453	\$45,000.00	\$0.00	\$0.00	\$45,000.00	\$173,755,504	\$120,758,866	\$0.3726	\$0.9179	\$110,844.56	(\$5.25)	\$110,844.56	\$0.00	\$0.00	\$110,844.56	(\$0.45)	\$110,844.11	\$23.67	\$0.00	\$0.00	\$110,867.78		
MID-COL FIRE AND RESCUE	\$2.1004	\$2.1004	\$0.00	\$191,000.00	\$0.00	\$191,000.00	\$1,746,192,137	\$1,321,720,926	\$0.1445	\$2.2449	\$2,967,131.31	(\$11.33)	\$2,967,131.30	\$154.60	\$0.02	\$2,967,285.92	(\$89,640.62)	\$2,877,645.30	\$1,206.96	\$1,428.74	\$0.00	\$2,880,281.00		
MOSIER FIRE DIST	\$2.1000	\$1.6500	\$0.00	\$0.00	\$0.00	\$0.00	\$144,592,567	\$116,063,813	\$0.0000	\$2.1000	\$191,505.29	\$0.00	\$191,505.29	\$0.00	\$0.00	\$191,505.29	\$0.00	\$191,505.29	\$0.00	\$0.00	\$0.00	\$191,505.29		
JUNIPER FLAT R.F.P.D.	\$2.3486	\$2.3486	\$0.00	\$0.00	\$0.00	\$0.00	\$50,929,967	\$31,155,199	\$0.0000	\$2.3486	\$73,171.10	\$0.00	\$73,171.10	\$0.00	\$0.00	\$73,171.10	(\$0.51)	\$73,170.59	\$0.00	\$346.34	\$0.00	\$73,516.93		
WHITE RIVER HEALTH DIST	\$0.2500	\$0.2500	\$0.5000	\$0.00	\$0.00	\$0.00	\$397,221,436	\$284,798,090	\$0.5000	\$0.7500	\$213,598.57	\$0.00	\$213,598.57	\$0.00	\$0.00	\$213,598.57	(\$3,929.03)	\$209,669.54	\$0.00	\$110.61	\$0.00	\$209,780.15		
CITY OF THE DALLES	\$3.0155	\$3.0155	\$0.00	\$0.00	\$0.00	\$0.00	\$1,178,605,600	\$971,676,812	\$0.0000	\$3.0155	\$2,930,091.43	\$0.00	\$2,930,091.43	\$32.67	\$0.00	\$2,930,124.10	(\$128,691.39)	\$2,801,432.71	\$0.00	\$1,628.08	\$0.00	\$2,803,060.79		
CITY OF DUFUR	\$2.0377	\$2.0377	\$0.00	\$14,824.00	\$0.00	\$14,824.00	\$41,644,161	\$34,159,482	\$0.4339	\$2.4716	\$84,428.58	(\$2.20)	\$84,428.58	\$0.00	\$0.00	\$84,428.58	\$0.00	\$84,428.58	\$0.00	\$0.00	\$0.00	\$84,428.58		
CITY OF MAUPIN	\$5.3573	\$5.3573	\$0.00	\$0.00	\$0.00	\$0.00	\$63,364,142	\$44,552,564	\$0.0000	\$5.3573	\$238,681.45	\$0.00	\$238,681.45	\$0.00	\$0.00	\$238,681.45	(\$2,250.71)	\$236,430.74	\$0.00	\$0.00	\$0.00	\$236,430.74		
CITY OF MOSIER	\$1.4128	\$1.4128	\$0.00	\$0.00	\$0.00	\$0.00	\$51,627,599	\$42,522,537	\$0.0000	\$1.4128	\$60,075.84	\$0.00	\$60,075.84	\$0.00	\$0.00	\$60,075.84	\$0.00	\$60,075.84	\$0.00	\$0.00	\$0.00	\$60,075.84		
CITY OF SHANIKO	\$0.0000	\$0.0000	\$0.00	\$0.00	\$0.00	\$0.00	\$4,447,974	\$3,514,470	\$0.0000	\$0.0000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
CITY OF ANTELOPE	\$1.6944	\$1.6944	\$0.00	\$0.00	\$0.00	\$0.00	\$3,375,501	\$2,618,965	\$0.0000	\$1.6944	\$4,437.57	\$0.00	\$4,437.57	\$0.00	\$0.00	\$4,437.57	\$0.00	\$4,437.57	\$0.00	\$0.00	\$0.00	\$4,437.57		
WASCO CO SOIL CONSERVATION DIST	\$0.2500	\$407,963	\$0.00	\$0.00	\$0.00	\$407,963.00	\$2,690,749,962	\$1,976,930,140	\$0.0000	\$0.2500	\$407,840.69	(\$122.31)	\$407,840.69	\$22.48	\$0.01	\$407,863.18	(\$8,892.09)	\$398,971.09	\$298.82	\$170.08	\$0.00	\$399,439.99		
4-H & EXTENSION SVC DIST	\$0.2500	\$0.2500	\$0.00	\$0.00	\$0.00	\$0.00	\$2,680,756,079	\$1,967,611,116	\$0.0000	\$0.2500	\$491,902.78	\$0.00	\$491,902.78	\$25.77	\$0.01	\$491,928.56	(\$10,775.60)	\$481,152.96	\$362.13	\$206.11	\$0.00	\$481,721.20		
WASCO CO LIBRARY DIST	\$0.6800	\$0.6800	\$0.00	\$0.00	\$0.00	\$0.00	\$2,606,825,195	\$1,912,929,038	\$0.0000	\$0.6800	\$1,300,791.75	\$0.00	\$1,300,791.75	\$44.95	\$0.00	\$1,300,836.70	(\$29,307.76)	\$1,271,528.94	\$984.95	\$560.59	\$0.00	\$1,273,074.48		
JEFFERSON CO LIBRARY DIST	\$0.4349	\$0.4349	\$0.00	\$0.00	\$0.00	\$0.00	\$32,297,168	\$21,478,565	\$0.0000	\$0.4349	\$9,341.03	\$0.00	\$9,341.03	\$0.00	\$0.00	\$9,341.03	\$0.00	\$9,341.03	\$0.00	\$0.00	\$0.00	\$9,341.03		
S WASCO COUNTY SD 1	\$4.6651	\$4.6651	\$0.00	\$0.00	\$0.00	\$0.00	\$404,173,947	\$289,754,459	\$0.0000	\$4.6651	\$1,351,733.53	\$0.00	\$1,351,733.53	\$0.00	\$0.00	\$1,351,733.53	(\$30,113.02)	\$1,321,620.51	\$0.00	\$687.96	\$0.00	\$1,322,308.47		
N WASCO CO SD 21 (SD 12 -BONDS)	\$0.0000	\$0	\$0.00	\$1,736,332.00	\$0.00	\$1,736,332.00	\$1,331,209,643	\$987,192,882	\$1.7588	\$1.7588	\$1,736,274.84	(\$57.16)	\$1,736,274.84	\$75.49	\$0.01	\$1,736,350.34	\$0.00	\$1,736,350.34	\$945.61	\$699.99	\$0.00	\$1,737,995.94		
N WASCO CO SD 21	\$5.2399	\$5.2399	\$0.00	\$0.00	\$0.00	\$0.00	\$1,929,354,879	\$1,448,890,711	\$0.0000	\$5.2399	\$7,592,042.44	\$0.00	\$7,592,042.44	\$91.10	\$0.01	\$7,592,133.55	(\$219,748.42)	\$7,372,385.13	\$7,454.69	\$3,547.09	\$0.00	\$7,383,386.91		
DUFUR SD 29	\$4.4659	\$4.4659	\$0.00	\$512,990.00	\$0.00	\$512,990.00	\$321,095,098	\$214,582,629	\$2.3906	\$6.8565	\$1,471,285.80	(\$8.77)	\$1,471,285.79	\$0.00	\$0.00	\$1,471,285.79	(\$7,639.50)	\$1,463,646.29	\$176.79	\$0.00	\$0.00	\$1,463,823.08		
JEFFERSON SD 509J	\$4.5871	\$4.5871	\$0.00	\$2,400,000.00	\$2,343,836.68	\$56,163.32	\$32,297,168	\$21,478,565	\$2.6148	\$7.2019	\$154,686.48	(\$1.17)	\$154,686.48	\$0.00	\$0.00	\$154,686.48	(\$3,224.24)	\$151,462.24	\$0.00	\$0.00	\$0.00	\$151,462.24		
SHERMAN CO SD	\$3.4203	\$3.4203	\$0.00	\$0.00	\$0.00	\$0.00	\$989,950	\$739,670	\$0.0000	\$3.4203	\$2,529.89	\$0.00	\$2,529.89	\$0.00	\$0.00	\$2,529.89	(\$218.87)	\$2,311.02	\$0.00	\$0.00	\$0.00	\$2,311.02		
FOSSIL SD 21J	\$4.3963	\$4.3963	\$0.00	\$0.00	\$0.00	\$0.00	\$2,838,920	\$1,484,106	\$0.0000	\$4.3963	\$6,524.58	\$0.00	\$6,524.58	\$0.00	\$0.00	\$6,524.58	(\$89.79)	\$6,434.79	\$0.00	\$0.00	\$0.00	\$6,434.79		
CENTRAL OREGON COMMUNITY COLLEGE	\$0.6204	\$0.6204	\$0.00	\$2,804,081.00	\$2,802,965.66	\$1,115.34	\$9,993,883	\$9,319,024	\$0.1196	\$0.7400	\$6,896.08	(\$0.78)	\$6,896.08	\$0.00	\$0.00	\$6,896.08	(\$379.75)	\$6,516.33	\$0.00	\$0.00	\$0.00	\$6,516.33		
COLUMBIA GORGE COMMUNITY COLLEGE	\$0.2703	\$0.2703	\$0.00	\$0.00	\$0.00	\$0.00	\$2,680,756,079	\$1,967,611,116	\$0.0000	\$0.2703	\$531,845.28	\$0.00	\$531,845.28	\$13.15	\$0.00	\$531,858.43	(\$13,590.67)	\$518,267.76	\$887.48	\$505.12	\$0.00	\$519,680.36		
COLUMBIA GORGE CC BOND (District Willamette)	\$0.0000	\$0	\$0.00	\$1,391,526.00	\$691,381.59	\$700,144.41	\$2,680,756,079	\$2,044,466,815	\$0.3424	\$0.3424	\$700,025.44	(\$118.97)	\$700,025.44	\$0.00	\$0.00	\$700,025.44	\$0.00	\$700,025.44	\$0.00	\$0.00	\$0.00	\$700,025.44		
COLUMBIA GORGE ESD	\$0.4678	\$0.4678	\$0.00	\$0.00	\$0.00	\$0.00	\$2,654,623,924	\$1,953,227,799	\$0.0000	\$0.4678	\$913,719.96	\$0.00	\$913,719.96	\$93.28	\$0.01	\$913,813.25	(\$23,441.28)	\$890,371.97	\$677.59	\$385.67	\$0.00	\$891,435.23		
JEFFERSON CO ESD	\$0.2398	\$0.2398	\$0.00	\$0.00	\$0.00	\$0.00	\$32,297,168	\$21,478,565	\$0.0000	\$0.2398	\$5,150.56	\$0.00	\$5,150.56	\$0.00	\$0.00	\$5,150.56	(\$168.54)	\$4,982.02	\$0.00	\$0.00	\$0.00	\$4,982.02		
NORTH CENTRAL ESD	\$2.0193	\$2.0193	\$0.00	\$0.00	\$0.00	\$0.00	\$3,828,870	\$2,223,776	\$0.0000	\$2.0193	\$4,490.47	\$0.00	\$4,490.47	\$0.00	\$0.00	\$4,490.47	(\$170.45)	\$4,320.02	\$0.00	\$0.00	\$0.00	\$4,320.02		
COLUMBIA GATEWAY URBAN RENEWAL-DIVISION OF TAXES							\$1,178,605,600	\$1,048,532,511			\$1,499,562.30	(\$717.45)	\$1,499,562.30	\$0.00	\$0.00	\$1,498,844.85	(\$65,407.84)	\$1,433,437.01				\$1,433,437.01		
TOTALS				\$10,694,694.26	\$8,624,883.34	\$4,522,773.92					\$35,359,462.21	(\$1,129.59)	\$35,359,462.19	\$717.34	\$0.11	\$35,359,462.19	(\$858,501.87)	\$34,500,960.32	\$19,941.68	\$14,750.88	\$11,244.47	\$34,546,897.35		

\*Total Taxable Assessed Value (to Compute Rate) equals line 17 on SAL Table 4A; Adjustment for Urban Renewal Excess, Nonprofit Housing, and Fish & Wildlife have been made if required.

	INSIDE LIMIT	OUTSIDE LIMIT	LIMIT LOSS	NET TOTAL
NET TAXES, PENALTIES & FEES				\$34,546,897.35
FIRE PATROL		\$323,392.98		\$323,392.98
CITY WATER & SEWER		\$50,546.03		\$50,546.03
PP MH FEES	\$5,484.00		(\$334.09)	\$5,149.91
TOTAL TAXES, SPECIAL ASSESSMENTS, FEES & CHARGES IMPOSED				\$34,925,986.27

URBAN RENEWAL DIVISION OF TAX CALCULATIONS

DISTRICT NAME	EXCESS VALUE	SHARED VALUE	DIST. RATE	UR RATE	DIST. ADJ. RATE	TAXES EXT.	M-5 LOSS	TAXES IMPOSED
WASCO COUNTY	\$76,855,699	\$1,048,532,511	\$4.2523	\$0.3116	\$3.9407	\$326,723	(\$14,349)	\$312,373
CITY OF THE DALLES	\$76,855,699	\$1,048,532,511	\$3.0155	\$0.2210	\$2.7945	\$231,726	(\$10,177)	\$221,548
PORT OF THE DALLES	\$76,855,699	\$1,048,532,511	\$0.2007	\$0.0147	\$0.1860	\$15,413	(\$677)	\$14,736
NORCOR BONDS	\$76,855,699	\$1,048,532,511	\$0.2450	\$0.0179	\$0.2271	\$18,769	(\$825)	\$17,944
N WASCO PARK & REC	\$76,855,699	\$1,045,070,181	\$0.6799	\$0.0500	\$0.6299	\$52,254	(\$2,302)	\$49,952
MID-COLUMBIA FIRE & RESCUE	\$76,855,699	\$1,048,532,511	\$2.1004	\$0.1539	\$1.9465	\$161,369	(\$7,087)	\$154,282
MID-COLUMBIA FIRE & RESCUE BONDS	\$76,855,699	\$1,048,532,511	\$0.1445	\$0.0105	\$0.1340	\$11,010	(\$484)	\$10,526
WASCO CO SOIL & WATER	\$76,855,699	\$1,048,532,511	\$0.2063	\$0.0151	\$0.1912	\$15,833	(\$695)	\$15,137
WASCO CO 4-H & EXTENSION	\$76,855,699	\$1,048,532,511	\$0.2500	\$0.0183	\$0.2317	\$19,188	(\$843)	\$18,345
WASCO CO LIBRARY DIST	\$76,855,699	\$1,048,532,511	\$0.6800	\$0.0498	\$0.6302	\$52,217	(\$2,294)	\$49,923
N WASCO CO SD 21	\$76,855,699	\$1,046,322,942	\$5.2399	\$0.3848	\$4.8551	\$402,625	(\$17,681)	\$384,944
N WASCO CO SD 21 (SD 12 BONDS)	\$76,855,699	\$905,484,629	\$1.7588	\$0.1492	\$1.6096	\$135,098	(\$5,507)	\$129,592
COLUMBIA GORGE COMM COLLEGE	\$76,855,699	\$1,048,532,511	\$0.2703	\$0.0198	\$0.2505	\$20,761	(\$912)	\$19,849
COLUMBIA GORGE ESD	\$76,855,699	\$1,048,532,511	\$0.4678	\$0.0342	\$0.4336	\$35,860	(\$1,575)	\$34,285
TOTALS							(\$65,408)	\$1,433,437



2014-15 WASCO COUNTY TAX RATES BY CODE AREA AND DISTRICT\*

CODE AREA -->		0.1	1.1	1.2	1.3	1.4	1.7	1.8	9.1	9.11	9.2	9.3	9.5	9.6	9.7	9.8	9.9	12.1	12.11
COUNTY	Gov't	\$4.2523	\$4.2523	\$4.2523	\$4.2523	\$4.2523	\$4.2523	\$4.2523	\$4.2523	\$4.2523	\$4.2523	\$4.2523	\$4.2523	\$4.2523	\$3.9407	\$4.2523	\$4.2523	\$3.9407	\$3.9407
	Bonds																		
NORCOR	Bonds	\$0.2450	\$0.2450	\$0.2450	\$0.2450	\$0.2450	\$0.2450	\$0.2450	\$0.2450	\$0.2450	\$0.2450	\$0.2450	\$0.2450	\$0.2450	\$0.2271	\$0.2450	\$0.2450	\$0.2271	\$0.2271
PORT	Gov't						\$0.2007					\$0.2007	\$0.2007		\$0.1860		\$0.2007	\$0.1860	\$0.1860
	Bonds																		
PARKS & REC	Gov't														\$0.6299		\$0.6799	\$0.6299	\$0.6299
	Bonds														\$0.3228		\$0.3228	\$0.3228	\$0.3228
LIBRARY	Gov't	\$0.4349	\$0.6800	\$0.6800	\$0.6800	\$0.6800	\$0.6800	\$0.6800			\$0.6800	\$0.6800	\$0.6800	\$0.6800	\$0.6302	\$0.6800	\$0.6800	\$0.6302	\$0.6302
HEALTH DIST	Gov't		\$0.7500		\$0.7500	\$0.7500	\$0.7500												
FIRE DISTRICTS	Gov't					\$2.3486			\$1.6500				\$2.1004	\$1.6500	\$1.9465	\$2.1004	\$2.1004	\$1.9465	\$1.9465
	Bonds												\$0.1445		\$0.1340	\$0.1445	\$0.1340	\$0.1340	\$0.1340
SOIL DIST	Gov't	\$0.2063	\$0.2063	\$0.2063	\$0.2063	\$0.2063	\$0.2063	\$0.2063	\$0.2063	\$0.2063	\$0.2063	\$0.2063	\$0.2063	\$0.2063	\$0.1912	\$0.2063	\$0.2063	\$0.1912	\$0.1912
4H & EXT SVC	Gov't		\$0.2500	\$0.2500	\$0.2500	\$0.2500	\$0.2500	\$0.2500	\$0.2500	\$0.2500	\$0.2500	\$0.2500	\$0.2500	\$0.2500	\$0.2317	\$0.2500	\$0.2500	\$0.2317	\$0.2317
CITY	Gov't		\$5.3573						\$1.4128	\$1.4128					\$2.7945			\$2.7945	\$2.7945
	Bonds																		
URBAN RENEWAL															\$1.3016			\$1.4508	\$1.4508
SCHOOL DIST	Educ	\$4.5871	\$4.6651	\$4.6651	\$4.6651	\$4.6651	\$4.6651	\$4.6651	\$5.2399	\$5.2399	\$5.2399	\$5.2399	\$5.2399	\$5.2399	\$4.8551	\$5.2399	\$5.2399	\$4.8551	\$4.8551
	Bonds	\$2.6148																\$1.8096	\$1.8096
COMMUNITY COL	Educ	\$0.6204	\$0.2703	\$0.2703	\$0.2703	\$0.2703	\$0.2703	\$0.2703	\$0.2703	\$0.2703	\$0.2703	\$0.2703	\$0.2703	\$0.2703	\$0.2505	\$0.2703	\$0.2703	\$0.2505	\$0.2505
	Bonds	\$0.1196	\$0.3424	\$0.3424	\$0.3424	\$0.3424	\$0.3424	\$0.3424	\$0.3424	\$0.3424	\$0.3424	\$0.3424	\$0.3424	\$0.3424	\$0.3424	\$0.3424	\$0.3424	\$0.3424	\$0.3424
ESD	Educ	\$0.2398	\$0.4678	\$0.4678	\$0.4678	\$0.4678	\$0.4678	\$0.4678	\$0.4678	\$0.4678	\$0.4678	\$0.4678	\$0.4678	\$0.4678	\$0.4336	\$0.4678	\$0.4678	\$0.4336	\$0.4336
SUBTOTAL GOVT		\$4.8935	\$11.4959	\$5.3886	\$6.1386	\$8.4872	\$6.3393	\$5.3886	\$7.7714	\$6.1214	\$5.3886	\$5.5893	\$7.6897	\$7.0386	\$11.8523	\$7.4890	\$8.3696	\$12.0015	\$12.0015
SUBTOTAL EDUC		\$5.4473	\$5.4032	\$5.4032	\$5.4032	\$5.4032	\$5.4032	\$5.4032	\$5.9780	\$5.9780	\$5.9780	\$5.9780	\$5.9780	\$5.9780	\$5.5392	\$5.9780	\$5.5392	\$5.5392	\$5.5392
SUBTOTAL BONDS		\$2.9794	\$0.5874	\$0.5874	\$0.5874	\$0.5874	\$0.5874	\$0.5874	\$0.5874	\$0.5874	\$0.5874	\$0.5874	\$0.7319	\$0.5874	\$1.0263	\$0.7319	\$1.0547	\$2.6359	\$2.6359
DISTRICT RATE		\$13.3202	\$17.4865	\$11.3792	\$12.1292	\$14.4778	\$12.3299	\$11.3792	\$14.3368	\$12.6868	\$11.9540	\$12.1547	\$14.3996	\$13.6040	\$18.4178	\$14.1989	\$15.4023	\$20.1766	\$20.1766

CODE AREA -->		12.2	12.3	12.5	12.8	12.9	14.1	14.2	14.4	14.8	29.1	29.2	29.3	50.1	50.2	50.3	50.7	67.1
COUNTY	Gov't	\$4.2523	\$4.2523	\$4.2523	\$4.2523	\$3.9407	\$4.2523	\$3.9407	\$4.2523	\$4.2523	\$4.2523	\$4.2523	\$4.2523	\$4.2523	\$4.2523	\$4.2523	\$4.2523	\$4.2523
	Bonds																	
NORCOR	Bonds	\$0.2450	\$0.2450	\$0.2450	\$0.2450	\$0.2271	\$0.2450	\$0.2271	\$0.2450	\$0.2450	\$0.2450	\$0.2450	\$0.2450	\$0.2450	\$0.2450	\$0.2450	\$0.2450	\$0.2450
PORT	Gov't		\$0.2007	\$0.2007	\$0.2007	\$0.1860	\$0.2007	\$0.1860	\$0.2007	\$0.2007	\$0.2007	\$0.2007	\$0.2007					
	Bonds																	
PARKS & REC	Gov't				\$0.6799			\$0.6299		\$0.6799	\$0.9179	\$0.9179	\$0.9179					
	Bonds				\$0.3228			\$0.3228		\$0.3228								
LIBRARY	Gov't	\$0.6800	\$0.6800	\$0.6800	\$0.6800	\$0.6302	\$0.6800	\$0.6302	\$0.6800	\$0.6800	\$0.6800	\$0.6800	\$0.4349	\$0.4349	\$0.6800	\$0.4349	\$0.6800	\$0.6800
HEALTH DIST	Gov't																\$0.7500	
FIRE DISTRICTS	Gov't			\$2.1004	\$2.1004	\$1.9465		\$1.9465	\$2.1004	\$2.1004								
	Bonds			\$0.1445	\$0.1445	\$0.1340		\$0.1340	\$0.1445	\$0.1445								
SOIL DIST	Gov't	\$0.2063	\$0.2063	\$0.2063	\$0.2063	\$0.1912	\$0.2063	\$0.1912	\$0.2063	\$0.2063	\$0.2063	\$0.2063	\$0.2063	\$0.2063	\$0.2063	\$0.2063	\$0.2063	\$0.2063
4H & EXT SVC	Gov't	\$0.2500	\$0.2500	\$0.2500	\$0.2500	\$0.2317	\$0.2500	\$0.2317	\$0.2500	\$0.2500	\$0.2500	\$0.2500	\$0.2500	\$0.2500	\$0.2500	\$0.2500	\$0.2500	\$0.2500
CITY	Gov't					\$2.7945		\$2.7945				\$2.0377		\$1.6944				
	Bonds											\$0.4339						
URBAN RENEWAL						\$1.4008		\$0.9168										
SCHOOL DIST	Educ	\$5.2399	\$5.2399	\$5.2399	\$5.2399	\$4.8551	\$4.4659	\$4.4659	\$4.4659	\$4.4659	\$4.4659	\$4.4659	\$4.4659	\$4.5871	\$4.5871	\$4.3963	\$4.5871	\$3.4203
	Bonds	\$1.7588	\$1.7588	\$1.7588	\$1.7588	\$1.6096	\$2.3906	\$2.3906	\$2.3906	\$2.3906	\$2.3906	\$2.3906	\$2.3906	\$2.6148	\$2.6148		\$2.6148	\$0.0000
COMMUNITY CC	Educ	\$0.2703	\$0.2703	\$0.2703	\$0.2703	\$0.2505	\$0.2703	\$0.2505	\$0.2703	\$0.2703	\$0.2703	\$0.2703	\$0.2703	\$0.2703	\$0.2703	\$0.2703	\$0.2703	\$0.2703
	Bonds	\$0.3424	\$0.3424	\$0.3424	\$0.3424	\$0.3424	\$0.3424	\$0.3424	\$0.3424	\$0.3424	\$0.3424	\$0.3424	\$0.3424	\$0.3424	\$0.3424	\$0.3424	\$0.3424	\$0.3424
ESD	Educ	\$0.4678	\$0.4678	\$0.4678	\$0.4678	\$0.4336	\$0.4678	\$0.4336	\$0.4678	\$0.4678	\$0.4678	\$0.4678	\$0.4678	\$0.2398	\$0.2398	\$2.0193	\$0.2398	\$2.0193
SUBTOTAL GOVT		\$5.3886	\$5.5893	\$7.6897	\$8.3696	\$11.3216	\$5.5893	\$11.4675	\$7.6897	\$8.3696	\$8.5449	\$6.3065	\$6.5072	\$6.8379	\$5.1435	\$5.3886	\$5.8935	\$5.3886
SUBTOTAL EDUC		\$5.9780	\$5.9780	\$5.9780	\$5.9780	\$5.5392	\$5.2040	\$5.1500	\$5.2040	\$5.2040	\$5.2040	\$5.2040	\$5.2040	\$5.2040	\$5.0972	\$5.0972	\$5.0972	\$5.7099
SUBTOTAL BONDS		\$2.3462	\$2.3462	\$2.4907	\$2.8135	\$2.3131	\$2.9780	\$3.4169	\$3.1225	\$3.4453	\$3.4119	\$2.9780	\$2.9780	\$3.2022	\$3.2022	\$0.5874	\$3.2022	\$0.5874
DISTRICT RATE		\$13.7128	\$13.9135	\$16.1584	\$17.1611	\$19.1739	\$13.7713	\$20.0344	\$16.0162	\$17.0189	\$17.1608	\$14.4885	\$14.6892	\$15.1373	\$13.4429	\$12.6619	\$14.1929	\$11.6859

\*M-5 LIMITS ARE APPLIED TO TAXES ON AN ACCOUNT BY ACCOUNT BASIS. INDIVIDUAL TAXES ARE THE LESSER OF THIS RATE APPLIED TO TAV (TAXABLE ASSESSED VALUE) OR M-5 LIMITED RATE (\$10 GOV/\$5 EDUC) APPLIED TO RMV (REAL MARKET VALUE) OR SAV (SPECIAL ASSESSED VALUE) BY CATEGORY

ASSESSED VALUES	
<b>REAL PROPERTY ROLL</b>	
Gross Assessed Value	\$2,222,479,534
<b>PERSONAL PROPERTY ROLL</b>	
Business	\$251,957,395
Mobile Homes	\$17,699,651
Boat Houses	\$1,182,412
UTILITY PROPERTY ROLL	\$216,328,212
<b>GROSS ASSESSED COUNTY VALUE</b>	<b>\$2,709,647,204</b>
(Less) Veteran's Exemptions	\$7,968,087
(Less) Other Exemptions	\$647,893,278
<b>TOTAL TAXABLE ASSESSED VALUE</b>	<b>\$2,053,785,839</b>
(Less) Urban Renewal Excess Value	\$76,855,699
<b>NET VALUE USED TO CALCULATE TAX RATES</b>	<b>\$1,976,930,140</b>

PROPERTY TAXES	
<b>AD VALOREM TAXES</b>	
District Levies	\$33,067,523.31
Urban Renewal Division of Tax	\$1,433,437.01
<b>TOTAL AD VALOREM TAXES</b>	<b>\$34,500,960.32</b>
<b>SPECIAL ASSESSMENTS, FEES AND CHARGES</b>	
Farm Use Disqualification	\$15,040.86
Forest Land disqualification	\$4,900.82
Other Disqualification	\$0.00
Clerical Errors & Omitted Property	\$14,750.88
Late Filing Penalties	\$11,244.47
<b>SUB-TOTAL AMOUNTS DISTRIBUTED TO DISTRICTS</b>	<b>\$45,937.03</b>
<b>STATE FIRE PATROL</b>	<b>\$323,392.98</b>
<b>OREGON HOUSING MANUFACTURED HOUSING</b>	<b>\$5,149.91</b>
<b>DELINQUENT SEWER CHARGES - CITY OF THE DALLIES</b>	<b>\$50,546.03</b>
Fractional Gain/Loss from Individual Extension	\$1.23
<b>TOTAL TAXES, SPECIAL ASSESSMENTS, FEES AND CHARGES</b>	<b>\$34,925,987.50</b>
<b>BY PROPERTY TYPE</b>	
Real Property	\$27,737,342.03
Personal Property	\$730,978.00
Manufactured Structures	\$3,285,863.84
Utility Property (Centrally Assessed)	\$3,171,803.63
<b>TOTAL TAXES, SPECIAL ASSESSMENTS, FEES AND CHARGES</b>	<b>\$34,925,987.50</b>

