

WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION / AGENDA WEDNESDAY, MARCH 4, 2015
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) [COWC Appointment](#), [Dispute Resolution Coordinator](#), [VA Clinic Name Change](#), [Mosier Special Area Standards Letter of Support](#)
- [Consent Agenda](#) (Items of a routine nature: minutes, documents, items previously discussed.) [Minutes: 2.18.2015 BOCC Regular Session Minutes](#)
-

9:30 a.m.

[Economic Development District:](#)

[CEDS Project List](#)

[Proposed EDC Ordinance](#)

Carrie Pipinich

10:00 a.m.

[Clean Energy](#) – Charlie Fisher

10:15 a.m.

[Budget Adjustment](#) – Monica Morris

10:25 a.m.

[Public Works Surplus Vehicles](#) – Arthur Smith

10:35 a.m.

[Union Agreement](#) – Tyler Stone

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)(f) To consider information or records that are exempt by law from public inspection, 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
MARCH 4, 2015

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

Acting Chair Runyon opened the session at 9:00 a.m. with the pledge of allegiance. He announced that Chair Hege is in Washington D.C. on the County's behalf.

Public Comment – Planning Permits

Richard Murray of The Dalles said that he had appeared previously on behalf of Bob Zeeman who has been unable to get power for a hunting camp trailer on his own property. He said that he nor Mr. Zeeman has heard from anyone with an update. He reviewed the reasons he believes that Mr. Zeeman should be allowed power to his camp trailer. He suggested that a 30 amp meter could be installed – something functional for the small camp trailer but too small for a house. Mr. Murray stated that he could bypass the County by running power from his property to Mr. Z's camp trailer. He said that he had advised against Mr. Z filing civil action against the County but is reversing that advice and is considering legal action himself.

Mr. Zeeman said that he has written Salem about why Hood River County can allow for this circumstance and Wasco County cannot.

Acting Chair Runyon replied that he had been prepared to discuss this with Mr. Murray but now that legal action has been threatened, he is unable to do so and will have to

turn the matter over to County Counsel.

Mr. Murray said that he had been to the Board of Property Tax Appeals (BOPTA) and said that they were disrespectful to him and to the work his wife did in preparing documents for them. He said the Board did not even review the documents. He noted that his wife is undergoing chemo-therapy.

Acting Chair Runyon said that the Board had listened to the recording for Mr. Murray's meeting with BOPTA. He said that he had been allowed a full hour for the 3 properties. He stated that research to see what other counties are doing revealed that Wasco County is in line with standard practices – allowing more time than some other counties but no less. He added that even so, the County is looking at making improvements to the process; he said he thinks it might be a good idea to have documents submitted in advance for review.

Mr. Murray said that they did not know to submit early nor did they know about the time restriction. He said that he had asked for comparables but the Board had not even looked at them.

Acting Chair Runyon told Mr. Zeeman that the Planning Department has been working on his request and all three Commissioners have met with them. Interim Planning Director Angie Brewer said that her department could put together a letter that outlines Wasco County rules and meet with Mr. Zeeman to talk about it.

Acting Chair Runyon thanked David McGaughey, the Assessor's Office and BOPTA members for the work they have done. He observed that questions are good and there may be ways to improve the process.

Discussion List – Central Oregon Workforce Consortium Appointment
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{{{Commissioner Kramer moved to approve Order 15-015 appointing Steven Kramer to the Central Oregon Workforce Consortium Board of Directors. Acting Chair Runyon seconded the motion which passed unanimously.}}}

Discussion List – Dispute Resolution Coordinator

Ms. White explained that the biennial Dispute Resolution Grant process is complicated and cumbersome. She reported that she had met with Six Rivers Mediation Executive Director Marti Kantola to talk about the possibility of simplifying the process. Further discussions with the University of Oregon have identified the possibility of appointing

a coordinator for the five participating counties to allow for only one RFP notice and single applications for prospective grantees. Ms. White said that Wasco County has been acting as Coordinator for the five participating counties since the program's inception. She said that it makes sense to designate to officially designate Wasco County as Coordinator; the other counties will be considering the same resolution at their upcoming meetings.

{{{Acting Chair Runyon moved to approve the Joint Resolution designating Wasco County as Community Dispute Resolution Coordinator. Commissioner Kramer seconded the motion which passed unanimously.}}}

Discussion List – VA Clinic Name Change

Acting Chair Runyon explained that the letter of support for the request to change the name of the VA Community Based Outreach Clinic is one that began over a year ago but languished at the Federal level; it has come back around for consideration. Congressman Walden's office has asked for an updated letter of support.

*****The Board was in consensus to send an updated letter of support VA CBOC name change.*****

Discussion List – Mosier Special Standards Letter of Support

Acting Chair Runyon explained that at the Town Hall recently held in Mosier some members of the Mosier community had presented information to the Board regarding their water situation. They are trying to protect their watershed and asked the Board to consider providing a letter of support for their efforts to enact special standards that will help prevent further drilling of comingling wells.

Commissioner Kramer said he believes that their plan will help them with their issues and he believes the Board should support those efforts.

Acting Chair Runyon read the letter (included in the Board Packet).

*****The Board was in consensus to provide a letter of support for the Mosier Special Standards.*****

Consent Agenda – 2.18.2015 Minutes

Acting Chair Runyon said he had worked with Ms. White to make a few grammatical/spelling corrections to the minutes.

{{{Commissioner Kramer moved to approve the Consent Agenda with the noted corrections to the minutes. Acting Chair Runyon seconded the motion which passed unanimously.}}}

Agenda Item – Economic Development District
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CEDS PROJECT LIST

MCEDD Project Manager Carrie Pipinich explained that they had recently gone through the process to gather projects from around the County and brought that to the EDC for review and ranking. She reviewed her memo included in the Board Packet. She said that the Commissioners had been given input into the ranking. She said that the list will be submitted to MCEDD but the EDC will be working on items throughout the list.

Commissioner Kramer asked why safe water systems was lower on the list than a parking lot.

EDC Chair Joan Silver replied that the presentation to the EDC Commissioners was narrowed to those projects that were new or changed. She said she thinks that the Commissioners tended to look at projects that are ready. She reported that the parking garage continues to be something that the city puts forward for their urban renewal plans; without the parking structure, there isn't as strong a case for other projects to go through. She added that readiness plays a role – when people see projects put forward repeatedly with no movement, readiness becomes more important.

Acting Chair Runyon observed that he has seen this before; the list is fluid – if funding is identified, a project may move up the list. He said that he is not sure the number ranking is productive except for when going out for a grant – they are all important projects. He agreed that drinking water is important.

Commissioner Kramer stated that he has encouraged them to move forward with the drinking water project but it does not seem to be a priority; he said he will be making contact with them to encourage movement on the project. Ms. Silver said that she believes that the project organizers don't see the community support that they feel they need.

Ms. Pipinich reiterated that the EDC Commissioners are focused on the readiness of

projects.

Commissioner Kramer said that it makes sense for them to prioritize projects that are ready. He said he hopes to encourage them to be proactive in getting the water project moved forward.

*****The Board was in consensus for the EDC to go forward with the CEDS project list as presented.*****

EDC ORDINANCE

Ms. Pipinich explained that at a previous session she had asked for the EDC's role to be redefined to be more active; the Board had asked the EDC to develop a document to accomplish that. This document is in response to that request.

Ms. White explained that her research had revealed the original document outlining the role of the EDC is an order, not an ordinance as was previously thought. She explained that the mechanics of the two documents are very different – an ordinance requires a reading at two regular sessions before a vote can be taken. Once approved, an ordinance does not take effect for 90 days. An order requires presentation at only one session and takes effect immediately.

{{{Commissioner Kramer moved to approve Order #15-018 updating the role of the Economic Development Commission. Acting Chair Runyon seconded the motion which passed unanimously.}}}

Acting Chair Runyon called a recess at 9:45 a.m.

The session reconvened at 9:50 a.m.

Agenda Item – Clean Energy

Environment Oregon Clean Energy Advocate Charlie Fisher explained that Environment Oregon is a citizen based organization with 40,000 members. He said he is here to urge the Board to support the solar energy initiative by passing a resolution or calling on officials to vote for passage. He observed that Oregon is far behind other states in solar energy with less than .02% of its energy coming from solar sources. He pointed out that Oregon has 133 solar companies – not only would increases solar energy production benefit the environment, but it would put Oregonians to work manufacturing and installing solar panels. He reviewed the four House Bills up for

consideration (included in Board Packet).

Acting Chair Runyon said he would like to see a list of those who have already signed on to the letter. Mr. Fisher said he would send that to Ms. White. Acting Chair Runyon said he would also like the time to do more exploration of the subject. He asked if this has been presented to the Association of Oregon Counties. Mr. Fisher responded that it has not. Commissioner Kramer encouraged him to do so and asked for a time frame for the legislation. Mr. Fisher replied that the bills will have legislative hearings from late March to mid-April.

Mr. Stone asked if there is a cost analysis for the bills. Mr. Fisher replied that one bill will require state investment – other than that there is no taxpayer money involved. There is a cap of .25% on the rate; Environment Oregon is proposing a 1% cap.

Agenda Item – Public Works Surplus Equipment

Interim Public Works Director Arthur Smith reviewed his memo (included in Board Packet) regarding the equipment being proposed for surplus. He explained that Public works looks at equipment annually to assess its usability and frequency of use. He said oftentimes the shop supervisor will alert when equipment is reaching the end of its useful life.

Acting Chair Runyon asked if there is any way to borrow this equipment should they find a need for it in the future. Mr. Smith replied that for two of the items they already have replacement equipment; for the remaining two – Wasco County is no longer doing that kind of work. He said that if there was a need, they can rent equipment from other counties.

{{{Commissioner Kramer moved to approve Order #15-017 surplussing listed Public Works equipment. Acting Chair Runyon seconded the motion which passed unanimously.}}}

Agenda Item – Budget Adjustment

Finance Director Monica Morris said that this adjustment is for a Western Federal Lands Agreement that was approved last year. She explained that in December Public Works had received an email that explained there would be a change in the funding which had been based on engineer's and construction estimates that turned out to be under the actual costs. The increase in the project cost is \$1.2 million with Wasco County's share coming to \$125,910. The request is to move that amount plus another

\$20,000 for unforeseen adjustments. She said that Mr. Smith will have a conversation if costs go beyond that as we may not be able to go forward with the project if costs increase further.

Commissioner Kramer said that this project is vital to the south end of the County.

{{{Commissioner Kramer moved to approve Order #15-016 transferring \$150,000 from Contingency to Capital Outlay. Acting Chair Runyon seconded the motion which passed unanimously.}}}

Acting Chair Runyon called a recess at 10:15 a.m.

The session reconvened at 10:39 a.m.

Public Input – Student Presentation

Local The Dalles Wahtonka High School student Tai Rogers spoke to the Board about the future of the Dufur Future Farmers of America. She said that she would like to bring The Dalles, Dufur and South Wasco County together to form a single, stronger FFA chapter that would be able to offer more opportunities to its members. She outlined her position and detailed the opportunities that would be available to a larger FFA membership.

Acting Chair Runyon said that he will contact the AOC on Ms. Rogers' behalf to expect a call from her. He stated that they would be able to help her identify current legislation that affects agriculture in Oregon counties. He said he expects her to return to the Board with a report on what she has learned. Commissioner Kramer said it should be something other than Wolves as he has already covered that with Ms. Rogers – it should be something she doesn't already know about. Mr. Stone added that it should be something that is important in Wasco County.

Agenda Item – Union Contract

Mr. Stone reminded the Board that an agreement had not been reached with FOPPO during normal negotiations. He said that it had been through mediation and was going to binding arbitration which is expensive. He said the County had made a final counter proposal that has been tentatively accepted. He proceeded to review the changes:

- Edit changes to align with current laws, appropriate date changes, changing County Court to Board of Commissioners where it had been previously

missed, etc.

- Article 11 – Added language for FMLA and OFLA
- Article 14 Compensation – We proposed 1.75% increase for each of the next 3 years and the continuation of longevity pay that they had previously received. We have eliminated that with all other groups when the compensation policy was adopted.

Mr. Stone said that this is a compromise and he recommends moving forward as the cost of arbitration is significant.

Commissioner Kramer said that after consulting with the attorney and the Sheriff, he believes this is the best the County can do.

{{{Commissioner Kramer moved to approve the 2014-2017 Federation of Parole and Probation Officer's Union Agreement. Acting Chair Runyon seconded the motion which passed unanimously.}}}

Acting Chair Runyon said that he hopes to continue to try to get all groups onto the Compensation Policy. Commissioner Kramer said that he cannot agree more.

Commission Call

Acting Chair Runyon announced that there will be a Food Co-op meeting at 5:30 this evening at the PUD meeting room.

Commissioner Kramer reported that the initial Forest Collaborative meeting went very well. There is a follow-up meeting planned with the core group to review and plan for the next meeting. He said they will invite all the attendees from the first meeting to the next meeting. He said that the ultimate goal is to get people back to work in the forests. He said it will start with small projects and move on to larger projects.

Commissioner Kramer said that a new bottling company coming to Stevenson will have an effect on the entire Gorge.

Acting Chair Runyon adjourned the meeting at 11:00 a.m.

Motions Passed

- To approve Order 15-015 appointing Steven Kramer to the Central

Oregon Workforce Consortium Board of Directors.

- To approve the Joint Resolution designating Wasco County as Community Dispute Resolution Coordinator.
- To approve the Consent Agenda with the noted corrections to the minutes.
- To approve Order #15-018 updating the role of the Economic Development Commission.
- To approve Order #15-017 surplussing listed Public Works equipment.
- To approve Order #15-016 transferring \$150,000 from Contingency to Capital Outlay.
- To approve the 2014-2017 Federation of Parole and Probation Officer's Union Agreement.

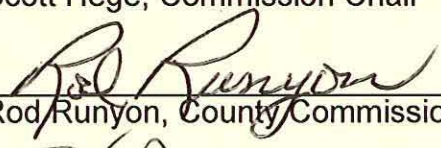
Consensus

- To send an updated letter of support VA CBOC name change.
- To provide a letter of support for the Mosier Special Standards.
- For the EDC to go forward with the CEDS project list as presented.

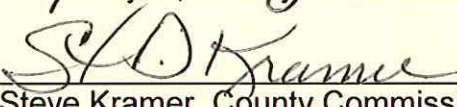
WASCO COUNTY BOARD
OF COMMISSIONERS



Scott Hege, Commission Chair



Rod Runyon, County Commissioner



Steve Kramer, County Commissioner

**WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
MARCH 4, 2015**

DISCUSSION LIST

ACTION AND DISCUSSION ITEMS:

1. [COWC Appointment](#)
2. [Dispute Resolution Coordinator](#) – Kathy White
3. [VA Clinic Name Change Letter of Support](#)
4. [Mosier Special Area Standards Letter of Support](#)

Discussion Item
Central Oregon Workforce Consortium
Appointment

- [Memo](#)
- [Order 15-015 Appointing Steve Kramer to COWC](#)

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS
FROM: KATHY WHITE
SUBJECT: CENTRAL OREGON WORKFORCE CONSORTIUM APPOINTMENT
DATE: 2/26/2015

BACKGROUND INFORMATION

In November of 2014, the Board approved an IGA creating the Central Oregon Workforce Consortium (COWC) in conjunction with Crook, Deschutes, Gilliam, Hood River, Jefferson, Klamath, Lake, Sherman and Wheeler Counties. Included in that agreement is a requirement for each participating County to designate one elected office to form the governing of the COWC. This appointment will fulfill that requirement.

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

IN THE MATTER OF THE APPOINTMENT OF)
STEVEN KRAMER TO THE CENTRAL OREGON) ORDER
WORKFORCE CONSORTIUM) #15-015

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 in November of 2014, Wasco
County entered into an intergovernmental agreement creating the Central Oregon
Workforce Consortium; and

IT FURTHER APPEARING TO THE BOARD: That the COWC governing
body is to be made up of one elected official from each of the ten identified parties;
and

IT FURTHER APPEARING TO THE BOARD: That Steven Kramer is
willing and is qualified to be appointed to the Central Oregon Workforce Consortium
to represent Wasco County.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Steven Kramer
be and is hereby appointed as the Wasco County representative to the Central
Oregon Workforce Consortium; said term to expire on December 31, 2017.

DATED this 4th Day of March, 2015.

WASCO COUNTY BOARD
OF COMMISSIONERS

Scott C. Hege, Commission Chair

Rod L. Runyon, County Commissioner

APPROVED AS TO FORM:

Kristen Campbell
Wasco County Counsel

Steve Kramer, County Commissioner

Discussion Item
Dispute Resolution Coordinator

- [Memo](#)
- [University of Oregon Email](#)
- [Joint Resolution Designating Coordinator](#)

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS
FROM: KATHY WHITE
SUBJECT: COMMUNITY DISPUTE RESOLUTION COORDINATOR
DATE: 2/26/2015

BACKGROUND INFORMATION

At the 2.18.2015 session the Board approved a Resolution to begin the biennial grant process for Community Dispute Resolution funding. While in the end it is more efficient to partner with neighboring Counties for this funding, the complicated process is made more so as we try to navigate it in concert.

Some discussions have ensued to determine if there is a way to streamline the process (see email included in packet) and it appears that we can cut through a lot of the duplication of effort by designating one County as coordinator. Since its inception, Wasco County has taken the lead to manage the grant process and so it makes sense to “officially” designate Wasco County as Coordinator so that everything can be done just once rather than five times.

The Joint Resolution included in your packet will be considered by all five participating Counties. In the future, the language in this resolution will be combined with the language in the previously adopted resolution for a single resolution that will both notify the State of the Counties’ intention to participate in the program and their designation of a Coordinator to act on behalf of all five Counties.



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

RFA Process

Mark Quinlan <mquinlan@uoregon.edu>

Thu, Feb 19, 2015 at 1:40 PM

To: Marti Dane <marti@6rivers.org>, Kathy White <kathyw@co.wasco.or.us>

Cc: Patrick Sponsler <sponsler@uoregon.edu>

Marti and Kathy

I spoke with Purchasing and Contracting here at the U of O about the situation within your area where 5 counties will be receiving services through OOCDR. Their suggestion to make things go smoothly is to have the five counties adopt a joint resolution similar to one adopted for the last biennium (I attached a copy) but instead of each county designating a "Community Dispute Resolution Coordinator" the joint resolution also states that someone (assuming it would be you Kathy) would act as the Community Dispute Resolution Coordinator on behalf of all five counties (this is allowable according to the OARs).

This means that Kathy would do the legal notice and distribute the RFA to any interested organizations (again assuming Six Rivers would be the only applicant) on behalf of all five counties.

Once Six Rivers (or any other applicants) completes the application then one copy would be sent to Kathy and one to me at the OOCDR office. I would determine if the applicant(s) are eligible and notify Kathy of such. Kathy would then notify each of the five counties who the eligible applicant(s) are and it would then be up to the county commissioners to approve the selection of one (or more) applicants and how the funds would be distributed between applicants.

I think it is safe to say that Six Rivers will be the only applicant, so each county would just need to send a letter to me saying they select Six Rivers as the recipient of the funds.

Also, if any of the five counties opted-out of the process then the remaining counties would sign a joint resolution and the U of O would act on behalf of those that opted-out in the selection process.

If there are more than one applicant OR if the counties couldn't agree to Kathy serving as "Community Dispute Resolution Coordinator" for all five counties then it becomes a bit more cumbersome.

Anyway, I hope this helps and please call me if you have questions.

Mark

Mark Quinlan
Oregon Office of Community Dispute Resolution
Administrator
The University of Oregon School of Law
1221 University of Oregon
Eugene, OR 97403
541-346-1623



13-15 resolution.pdf

82K

BEFORE THE COUNTY COURTS/BOARDS OF COMMISSIONERS
FOR GILLIAM, HOOD RIVER, SHERMAN, WASCO AND WHEELER
COUNTIES, OREGON

IN THE MATTER OF THE DESIGNATION OF)	
A COMMUNITY DISPUTE RESOLUTION)	JOINT
COORDINATOR)	RESOLUTION

WHEREAS, The County Courts/Boards of Commissioners have signed a
Joint Resolution to partner for participation in the Community Dispute Resolution
Grant selection process; and

WHEREAS: The County Courts/Boards have determined that it would be
more efficient and cost effective to designate one Community Dispute Resolution
Coordinator to act on behalf of all participating counties to notice and distribute
RFA's and notify each County of eligible applicants.

NOW, THEREFORE, IT IS HEREBY RESOLVED: That Wasco County
will act as Community Dispute Resolution Coordinator for Gilliam, Hood River,

Sherman, Wasco and Wheeler Counties for the 2015-2017 Biennium Community
Dispute Resolution Grant process.

GILLIAM COUNTY COURT

County Judge Steve Shaffer

Date:_____

HOOD RIVER COUNTY
BOARD OF COMMISSIONERS

Chair Ron Rivers

Date:_____

SHERMAN COUNTY COURT

County Judge Gary Thompson

Date:_____

WASCO COUNTY BOARD OF
COMMISSIONERS

Chair Scott Hege

Date:_____

WHEELER COUNTY COURT

County Judge Patrick Perry

Date:_____

APPROVED AS TO FORM

Kristen Campbell
Wasco County Counsel

Date:_____

Discussion Item
VA Clinic Name Change

- [Memo](#)
- [Email](#)
- [Letter of Support](#)

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS
FROM: KATHY WHITE
SUBJECT: VETERANS CLINIC NAME CHANGE
DATE: 3/2/2015

BACKGROUND INFORMATION

On October 9, 2013, the Veteran's Ad Hoc Committee submitted a request to the Wasco County Advisory Committee to have the name of The Dalles Community Based Outpatient Clinic be changed to Loren R. Kaufman Memorial Veteran Medical Clinic in honor of a local veteran who was posthumously awarded the Congressional Medal of Honor. The Veterans Advisory Committee requested a letter of support from the Board of County Commissioners which the Board agreed to do at the 12.4.2013 Regular Session.

On February 20, 2015, Congressman Walden's office contacted both the Board of County Commissioners and the Veterans Ad Hoc Committee for a renewed letter of support (see email in packet). The renewed letter is identical to the letter previously provided.



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

Vet Clinic Name Change - Checking In

Troller, Katie <Katie.Troller@mail.house.gov>

Fri, Feb 20, 2015 at 7:12 AM

To: Lester Cochenour [REDACTED], Kathy White <kathyw@co.wasco.or.us>

Hi Les and Kathy,

I wanted to check in with you both, because the new Congress means that we are going through Greg's legislative priorities from the previous two years, and figuring out the status of our previous efforts and, along with that, preparing legislation to be reintroduced.

One of those bills, of course, is the legislation renaming the CBOC in The Dalles the Loren R. Kaufman Memorial Veterans' Clinic. I wanted to reach out to you, to gauge your continued support for this effort. We are happy to introduce the bill again, and already have the bill language ready. However, we will need to show local and state-wide support for the effort. To that end, as you may remember, you wrote a letter of support last year, making the request. I was hoping we could get a similar letter of support, so that we can move forward with the introduction process.

Many thanks,

Katie



WASCO COUNTY

Board of County Commissioners

511 Washington Street, Suite 302

The Dalles, Oregon 97058-2237

(541) 506-2520

Fax: (541) 506-2521

Scott Hege, *Chair of the Board*

Rod Runyon, *County Commissioner*

Steve Kramer, *County Commissioner*

March 4, 2015

To Whom It May Concern

Re: Renaming of The Dalles Outreach Clinic

The Dalles Community Based Outpatient Clinic operates to serve the needs of the Columbia Gorge Veterans and it is appropriate that it be christened with a name that honors those men and women. Loren R. Kaufman, born in The Dalles, Oregon, gave his life in the service of his country and is the only Medal of Honor recipient whose hometown is listed as The Dalles. It is appropriate that a clinic serving local veterans bear his name. Therefore, the Wasco County Board of Commissioners is in support of changing the name of The Dalles Community Based Outpatient Clinic to the Loren R. Kaufman Memorial Veteran Medical Clinic.

Respectfully,
Wasco County Board of Commissioners

Scott C. Hege, Commission Chair

Rod L. Runyon, County Commissioner

Steven D. Kramer, County Commissioner

Discussion Item

Mosier Special Standards Letter of Support

- [Memo](#)
- [Letter of Support](#)

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS
FROM: KATHY WHITE
SUBJECT: MOSIER GROUNDWATER LEVELS
DATE: 2/26/2015

BACKGROUND INFORMATION

At a 2.18.2015 Town Hall held in Mosier, Oregon, citizens of Mosier presented information to the Board and their community outlining the dangerously declining water levels in Mosier. Their presentation included data from a recent report indicating that the main cause of the decline is comingling wells. They requested that at their next session the Board of Commissioners consider a letter supporting their efforts to have special area standards for the Mosier area; these standards would help to insure that no new comingling wells are installed in the Mosier area.



WASCO COUNTY

Board of County Commissioners

511 Washington Street, Suite 302

The Dalles, Oregon 97058-2237

(541) 506-2520

Fax: (541) 506-2521

Scott Hege, *Chair of the Board*

Rod Runyon, *County Commissioner*

Steve Kramer, *County Commissioner*

March 4, 2015

Joshua Spansail
Oregon Water Resources Department
725 Summer St. NE, Suite A
Salem, OR 97301-1266

Re: Special Area Standards for the Mosier Area

Over the past 40 years, Mosier Groundwater levels have declined 150-200 feet negatively impacting home sales, local agriculture and economic development. Local growers, Wasco County Soil and Water Conservation District, Mid-Columbia Economic Development District, the USDA Forest Service and USGS invested nearly \$610,000 for a USGS groundwater study that demonstrated declining aquifer levels to be almost entirely caused by poorly constructed wells that enable aquifers to commingle – despite rules intended to prevent such poor construction.

The community of Mosier is working diligently to identify and replace existing commingling wells but it is a losing battle if new commingling wells continue to be installed. The Mosier Watershed Council in partnership with the OWRD has drafted a standard that proactively requires well drillers to consult with OWRD to ensure that wells are constructed to be open to a single aquifer.

We strongly endorse the Proposed Special Area Standards for the Mosier Area as described in Oregon Administrative Rule Chapter 690 Division 200 “Mosier Special Standards.”

Respectfully,
Wasco County Board of Commissioners

Scott C. Hege, Commission Chair

Rod L. Runyon, County Commissioner

Steven D. Kramer, County Commissioner

**WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
MARCH 4, 2015**

CONSENT AGENDA

1. [2.18.2015 BOCC Regular Session Minutes](#)



WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
FEBRUARY 18, 2015

PRESENT: Scott Hege, Commission Chair
Rod Runyon, County Commissioner
Steve Kramer, County Commissioner

STAFF: Tyler Stone, Administrative Officer
Kathy White, Executive Assistant

Chair Hege opened the session at 9:00 a.m. with the pledge of allegiance. Ms. White asked to add the MCCOG annual dues to the discussion list.

Public Comment – Building Codes

MCCOG Executive Director John Arens read a letter (attached) into the record.

Discussion List – State Transportation Funding

Chair Hege explained that this stemmed from an AOC suggested letter of support for bills being presented in Salem for county transportation funding. Commissioner Kramer said he would like to see the letter go out to Representative Smith and Senator Hansell as well as Senator Ferioli and Representative Huffman. Chair Hege and Commissioner Runyon agreed.

*****The Board was in consensus to send a transportation funding letter of support to Senators Hansell and Ferioli and Representatives Smith and Huffman.*****

Discussion List – Community Dispute Resolution Funding

Ms. White explained that this biennial funding supports mediation for community disputes. She said that Wasco County partners with Gilliam, Sherman, Wheeler, and Hood River Counties for this funding; Wasco County manages the grant process. The Joint Resolution starts the process which will conclude with the selection of a grantee by the Boards/Courts of the participating counties after which OOCDR will enter into a grant agreement with the selected Grantee.

{{{Commissioner Runyon moved to approve the Joint Resolution for the participation in funding activities of the Oregon Office for Community Dispute Resolution. Commissioner Kramer seconded the motion which passed unanimously.}}}

Discussion List – ODOT Amendment

Commissioner Runyon noted that this amendment represents more than an \$11,000 increase in funding for special transportation in the Gorge.

{{{Commissioner Runyon moved to approve Amendment #3 to the ODOT Grant Agreement #29535. Commissioner Kramer seconded the motion which passed unanimously.}}}

Discussion List – County Auditor's Contract

Mr. Stone stated that this is a renewal contact for the next three years of annual auditing.

{{{Commissioner Kramer moved to approve the contract with Friend and Reagan, P.C. for annual audits. Commissioner Runyon seconded the motion which passed unanimously.}}}

Discussion List – Board of Health Appointment

Commissioner Kramer reminded the Board that Carrie Ramsey-Smith had elected to not be reappointed to the Board of Health when her appointment expired at the end of 2014. North Central Public Health District Director Teri Thalsofer explained that when the newest IGA for the NCPHD was signed it required that Board members reside within the boundary of the County they represent. Dr. Hamilton, a Wasco County resident, previously served as a representative for Sherman County.

Commissioner Runyon commented that this is an excellent appointment.

{{{Commissioner Kramer moved to approve Order 15-011 appointing Bill Hamilton to the North Central Public Health District's Board of Health. Commissioner Runyon seconded the motion which passed unanimously.}}}

Discussion List – Veterans Services Advisory Committee Appointment

Commissioner Runyon stated that the Veterans Services Advisory Committee has two vacancies and two applicants. He reported that both applicants had been vetted at the VSAC meeting and recommended for appointment. He explained that Jennifer Borne has military experience and works at the employment office which is a good connection for the veterans group; Pat Combs has been a volunteer at the VSO since it opened and has been very active in veteran's issues.

{{{Commissioner Runyon moved to approve Order #15-012 appointing Jennifer Borne to the Veterans Services Advisory Committee. Commissioner Kramer seconded the motion which passed unanimously.}}}

{{{Commissioner Runyon moved to approve Order #15-013 appointing Patricia Combs to the Veterans Services Advisory Committee. Commissioner Kramer seconded the motion which passed unanimously.}}}

Discussion List – State Transportation Funding

Mr. Stone said that the Association of Oregon Counties is encouraging letters of support for a transportation funding package that will be considered in the State legislature. The funding will support a cooperative project in Region 4 to provide transportation for jobs, medical appointments, etc.

*****The Board was in consensus to provide a letter of support for transportation funding being considered by the State legislature.*****

Discussion List – NORCOR Budget Committee Appointment

Commissioner Runyon explained that Police Chief Jay Waterbury's appointment expired; he brought the city perspective to the committee. He observed that Mayor Lawrence can bring that same perspective to the NORCOR Budget Committee. He said that there have been no other applications for the vacancy.

Commissioner Kramer stated that Mayor Lawrence will be an asset to the Committee. Chair Hege agreed, saying that the city perspective is an important component of the Committee.

{{{Commissioner Runyon moved to approve Order #15-014 Appointing Stephen Lawrence to the NORCOR Budget Committee. Commissioner Kramer seconded the motion which passed unanimously.}}}

Discussion List – March Board Session Scheduling

Ms. White reviewed her memo regarding the options for session scheduling in March. Following a brief discussion, the Board elected to keep the March sessions as scheduled.

Discussion List – MCCOG Annual Dues

Ms. White explained that the Finance Office had brought in the invoice for the MCCOG annual dues and asked that its payment be approved by the Board. MCCOG Executive Director John Ahrens said that the dues calculated per capita and the dues are comparable to last year's dues.

*****The Board was in consensus to pay the annual MCCOG dues.*****

Agenda Item – Regional Solutions

Regional Solutions Coordinator Kate Sinner reviewed the presentation included in the Board Packet.

Chair Hege asked how the program might change under the new Governor. Ms. Sinner reported that she would be meeting with the new Governor today and would have more information following that meeting. She added that as far as she knows, there are no planned changes to the program. She said that the advisory committee sets priorities and determines how to leverage resources; it is intended to break down bureaucratic barriers to advance projects.

Ms. Sinner stated that the AOC chooses a Commissioner and a Mayor to represent each region – for this region it is Commissioner Runyon and Mayor Lawrence.

Chair Hege asked how input is gathered from outside the committee and how the

priority list is developed. Ms. Sinner said that the list was established a few years ago and updated about 10 months ago; updates are made through a public meeting process where anyone can have input. She added that the list is fairly fluid.

Commissioner Runyon noted that Ms. Sinner is very active in this region, attending South Wasco County Alliance meetings as well as other local meetings.

Ms. Sinner outlined some of the priorities for this region including attainable housing, water systems, bike hubs, the availability of industrial lands and broadband. She reported that there is a revolving loan fund for housing which is this region's number one priority. The fund is designed to meet the needs of people in low and moderate income brackets. The Cities of Hood River and The Dalles have sent out information to local builders to get more participation in the program which has \$2,000,000 to use for the loan program.

Commissioner Runyon said that the committee was able to make some adjustment which will allow the use of some funds for broadband in southern Wasco County. Ms. Sinner added that the funding for that project will go through this budget session.

Agenda Item – Wasco County's Affiliation with NCPHD
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County Attorney Brad Timmons stated that on December 17, 2014, the Commissioners had decided to withdraw from the North Central Public Health District. An IGA signed by the three participating counties – Wasco, Sherman and Gilliam – has a provision for withdrawal which can be done by two-thirds vote or unilaterally by any one member. He noted that there has been discussion as to whether or not Wasco County could withdraw prior to 12.31.2014, or must waiting until after that date.

Mr. Timmons went on to say that the partner counties contend that the decision could not be made until after 12.31.2014, and would not be effective until 6.30.2016, while the Wasco County Board of Commissioners had made their decision effective 12.31.2015. He observed that the Section 9 provision for withdrawal is vague at best and there are different ways to interpret that agreements. The decision made by the Wasco County Board of Commissioners was made based on prior legal counsel and is defensible but there is also an argument on the other side which makes it ripe for litigation. He pointed out that the goal of the Wasco County Board of Commissioners is to work on Public Health rather than fight about it and his assumption is that they

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would rather work through issues rather than litigate.

He advised the Board to rescind the 12.17.2014 decision and move forward from there. He said that they can open discussions with partners to attempt to address the issues and can still make the termination decision by 12.31.2015 for an effective date of 6.30.2016.

Commissioner Runyon reported that he had had a phone conversation with Counsel last night to discuss some of these issues.

{{{Commissioner Kramer moved that the Wasco County Board of Commissioners rescind its December 17, 2014 action by unanimous vote of the Commissioners to withdraw from the North Central Public Health District. Commissioner Runyon seconded the motion which passed unanimously.}}}

Commissioner Runyon said that he thinks the county will need to institute a process to get information out in the proper way. Commissioner Kramer agreed, saying that there has already been a meeting with OHA who is helping the County to move forward to provide Public Health for Wasco County.

Mr. Stone said that the original motion included an evaluation of Public Health Services. He reported that that process has begun; they have met with OHA to discuss the department and services and a couple of meetings with Kathy Schwartz who has volunteered to help Wasco County with that process. He said he anticipates additional meetings to examine structure and governance; hopefully, that will start a more robust conversation with stakeholders.

Chair Hege asked how Mr. Stone foresees public involvement in the process. Mr. Stone replied that the group has not gotten that far, but there will be a process developed to address that. Chair Hege asked if Mr. Stone has a time frame for that. Mr. Stone responded that Mr. Stone said that they have only had an initial meeting. Chair Hege said he would like to see a draft plan next month.

Maria Pena, NCPHD employee, asked how this process will affect the employees of NCPHD. Chair Hege replied that there will be no changes today, it will be a process in which the employees will have input. Ms. Pena said she feels it is unfair to the employees; she said they should listen to the people who work there. Commissioner Kramer replied that this issue has been worked on for some time; he is always

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accessible and yet only one person has called him.

Brian Stahl of The Dalles read a statement (attached) and said that public service is a privilege and is hard; there will be scrutiny and decisions should be made without emotion or ego. He stated that the Board's decision has not met this standard. He said the Board has an opportunity to continue to make Wasco County a model of County government in the State.

Chair Hege announced that he would move the 10:00 a.m. item to allow more time for public comment.

Dan Spatz said his concerns are around public safety and the wise use of public funds. He said that the December, 2014, decision was premature and should have been preceded by a fiscal impact analysis and a discussion with the other participating counties. He suggested that mediation would be an appropriate path for resolution; he reported that Judge Crowley has offered to act as mediator.

Rodger Nichols asked the Board to describe their area of dispute, noting that they had said it is not the service. Mr. Stone replied that he thinks there needs to be a process in place to support that discussion. Chair Hege agreed saying that it is a good question and an answer will be forthcoming.

Mr. Arens said that this sounds like what is happening around building codes. He stated that they should involve the entire group. He said that the Board is on a path to conduct some form of a process that is in Wasco County's health interest rather than the region's.

Chair Hege replied that he thinks Wasco County has had concerns and they have been out there for a number of years. He said that a process needs to be identified to determine in which direction the County needs to go. He stated that his first priority is the citizens of Wasco County; his allegiance to the region is secondary. He said that there have been a lot of challenges relating to governance.

Chip Wood of The Dalles stated that he served on the Budget Committee for the last 6 years and is familiar with the NCPHD – not much has changed as so much of it is from the State. He asked what would change if it is a department rather than a district.

Chair Hege replied that as a district it is governed by a board – Wasco County has only

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one Commissioner on that board.

Mr. Wood asked how services would change. Chair Hege replied that the Board is not saying that it will go back to the way it was before – exploration is what is happening. He said that he personally feels that the make-up of the NCPHD Board is an issue. Wasco County is 85% of the funding and population with only one vote on the executive board.

Bill Wolf asked him to explain what he means by one vote since each County has three members on the Board. Chair Hege replied that he was referring to the number of Commissioners.

Kathy McBride of The Dalles said that it took a long time for the former court to develop this district. She asked how many times this issue came before the Board prior to their December vote. She stated that she felt it was unfair for the Board to take the vote after NCPHD had left the meeting. She said she would like to get agendas. Chair Hege replied that he thinks they have clearly gotten that message.

Jenny Gardner of The Dalles asked how the public will know when those questions come to light. Chair Hege said that that is the question he has put to the Administrative Officer and hopes to have that information for the public in the next month. He added that he is sure it will also be in the news.

A citizen of Gilliam County said this came as a surprise to them. He asked the composition of the NORCOR Board. Chair Hege said that it is made up of equal representation from Hood River, Wasco, Sherman and Gilliam Counties. Commissioner Runyon added that there is also a Sheriff on the Board, representing the Sheriffs from all four Counties.

District Attorney Nisley stated that the advice to withdraw did not come from him.

Bill Kerry of The Dalles said that this is government at work – there are a lot of hard feelings on both sides. He stated that it goes back through a number of Courts. He observed that the Board has requested information from NCPHD and was not getting it. He said the anger needs to be removed from the situation and work needs to go toward an agreement. He encouraged everyone to work together.

Agenda Item – Lot Line Vacation
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Associate Planner Patricia Neighbor explained that the lot line in question is a subdivision lot line between two contiguously owned lots in Tygh Valley. Under ORS 368 this is not a land use decision.

She reviewed her staff report included in the Board Packet. She stated that the applicant is the owner of both lots which are zoned residential and surrounded by residential land. She said that the applicant proposes to vacate the line between lot 3 and lot 6 to facilitate construction of a single family home. She stated that the existing lots are 1/4 acre each; combining the two will bring the property closer to compliance as the minimum lot size is 2 acres. She reported that there are no adverse impacts expected to adjacent lots and there will be no additional driveway.

{{{Commissioner Kramer moved to approve Order #15-010 accepting vacation of an interior lot line between Lot 3 and Lot 6, Tygh Valley subdivision and adopting findings of fact contained in PLALLV-14-12-003. Commissioner Runyon seconded the motion which passed unanimously.}}}

Agenda Item – Wasco County Policies
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Mr. Stone said that these are the same policies in the same form that the Board has seen previously. Ms. White stated that she may have missed sending Mr. Stone an email from the County Clerk who has some concerns about the Records Request Policy.

County Clerk Linda Brown explained that everything in her office is public record and following this policy for every request would encumber the flow of documents through her office. She said that they get daily requests for documents such as marriage licenses, election results and deeds. She said she would need some guidance as to how to apply the policy.

Mr. Stone acknowledged that it is not intended to cover those routine requests and may need some additional language to make that more clear. Commissioner Runyon agreed, saying that the intent is not to slow day to day business. DA Nisley noted that there is already a clause that makes an exception for the Sheriff, District Attorney, and Public Health; this just may need to be spelled out a little more. County Counsel said she would be happy to collaborate to fine tune the language.

*****The Board was in consensus to table the vote on the Legal Access and**

Records Request policies until further work had been done on the documents.***

Agenda Item – Rail Hollow Project

Interim Public Works Director Arthur Smith explained that the MOU lays out the intention of the project but does not bind the County. He said that Public Works had submitted 2.3 miles of road for paving. He stated that the federal government will hire a contractor and County staff will do some of the work which will go toward the match requirement. He said that the work will be done within this fiscal year; he expects the work will begin in April.

Commissioner Kramer asked about the specification for a speed of 35. Mr. Smith replied that they set the specification at the lowest speed limit for the road – for instance if there is a curve in the road that requires a slower speed, which is the speed they will use for specification.

{{{Commissioner Kramer moved to approve the Federal Lands Access Program Project Memorandum of Agreement for the Rail Hollow Overlay. Commissioner Runyon seconded the motion which passed unanimously.}}}

Agenda Item – Phased Improvements – Planning/Public Works

Mr. Smith and Interim Planning Director Angie Brewer reminded the Board that both the Public Works Director and Planning Director had left the County in December. She and Mr. Smith were asked to take a thoughtful and critical look at the two departments for efficiencies. She reviewed the presentation included in the Board Packet. She said that there are opportunities for improvement – some are simple and inexpensive and can be implemented now; others are higher investments that would need to be part of a larger plan.

Mr. Smith said that some of the lower cost initiatives would be to shift the departments' culture to a less siloed model to improve interdepartmental relationships and offer better customer service. Ms. Brewer added that collaboration will increase each department's understanding of the other department's work. She pointed out that many public and private projects require the involvement of both departments – working together will streamline those processes for both the County

and the customers.

Mr. Smith said that cross-training will be possible in some areas; rather than sending calls to voicemail, calls may be fielded by the other department if someone in a department is out sick or on vacation. Ms. Brewer commented that both departments have a lot of assets that need to be used to their best advantage.

Ms. Brewer went on to outline some of the proposed changes that will have significant impact. She said that they want to present a more unified message to the public – shared templates for forms and processes, consistent messaging in pamphlets and flyers, etc. She said they also want to have a better layout of their space and share staff whenever possible. She pointed out that each department has someone doing AP and AR – that could be done by one person for both departments. She said that they propose beginning now with the low investment items and phasing into the higher investment items. She said that a better work environment, cross-training for professional growth, periodic review of systems, etc., will make for happier employees and better service.

Mr. Smith observed that a good place to start would be to engage an efficiency expert to explore capital investment strategies for potential long term benefits. He reported that he has talked to one consultant about a concept design with cost models – that would cost between \$5,000 and \$10,000.

He said that they also recommend that the County retain and fill both director positions; each director needs specialized knowledge that would be nearly impossible to find in one person.

Ms. Brewer stated that the exploration has already had positive effects; she and Mr. Smith are working well together and that is branching out to staff.

Commissioner Runyon said that he and Chair Hege had started down this path right after their first election; this will take it to the next level. Chair Hege agreed, saying that this kind of leadership is great to see. He added that he supports everything they have proposed; when it gets to the expenditures they will have to review budgets.

Commissioner Kramer thanked both Interim Directors for their work. He said that he has visited with their staff and morale is high. He said that the team approach is the only way to go and he encouraged the Board to get the positions permanently

filled. He added that he would like to commend Ms. Neighbor for her work this morning as well as the entire staff for their work.

Mike Davis, member of the Planning Commission and the South Wasco Alliance, said he thinks this is very exciting and the SWA endorses these efforts.

Mr. Stone said that three or four weeks into the interim directorships, he walked into their offices and asked them to take a look at this for possibly a one-director plan to see if costs could be cut and efficiencies found to help with the road funding challenges. He said he is very pleased with the outcome and commends the Interims for their work which has also brought staff along in the process – after decades of past practice, that is not easy and they have done it well.

*****The Board was in consensus for the Interim Public Works and Planning Directors to go forward with their plan to improve their departments.*****

Agenda Item – Community Corrections/NORCOR Contract
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Mr. Stone explained that this is a follow-up to an item brought to the Board at the last session to secure bed-space for inmates entered into the Mental Recognizant Training program. These beds will be paid for by the remaining Reinvestment Program funds for this fiscal year and will be treated separately – outside our local allotment of beds – so that it does not affect our rolling average. He reported that the contract has been reviewed and approved by NORCOR Administrator James Weed, Sheriff Eiesland, and Community Corrections Director Robert Martin.

Commissioner Runyon asked if County Counsel has reviewed the contract. Ms. Campbell replied that she had and as a result some language has been changed.

{{{Commissioner Runyon moved to approve the Agreement for Housing of the HB3194 Jail Program Inmates, NORCOR and Wasco County Community Corrections. Commissioner Kramer seconded the motion which passed unanimously.}}}

At 11:15 a.m. Chair Hege called for a recess until the 1:30 p.m. work session to be held in the Deschutes Room.

Work Session

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Chair Hege opened the work session at 1:30 p.m. and suggested that the Committee Chair quickly review the process they went through and then have Finance Director Monica Morris talk about the financial implications.

AFSCME Transition Team Chair Judy Urness explained that the Team had met many times to find options that were fair to both the County and the employees. She noted that most of the time was spent on the PERS 6% employee contribution.

Ms. Urness went through the various items, many of which were already the same for both represented and non-represented employees. Some of the suggested changes to the non-represented policy are:

- Vacation – Allow one week of vacation at the end of the initial six-month probationary period rather than having new employees wait a full year before being awarded vacation.
- Vacation Banks – The group recommends staying with awarded rather than accrued vacation. However, for previously-represented employees with banks of accrued vacation the recommendation is to have those employees make a one-time decision to cash-in or keep their banked days. Should an employee elect to keep their bank and then at a future date leave the County's employ, any remaining days in their bank would be cashed out at the rate of pay the employee earned at the time of their decision to maintain the bank.
- PERS Employee Contribution – Currently employees formerly represented by AFSCME have their employee contribution paid for by the County and will have to pay their own once transitioned over to the Compensation Policy. The Team recommends that a 6% increase in wages be applied to formerly represented employees rate of pay to determine at which step they should be moved to in the Compensation Policy salary matrix.
- Compassionate Leave – The Team recommends using the AFSCME language which has a broader definition for what family members qualify an employee for Compassionate Leave.
- Overtime – The Team recommends that overtime be based on going over hours worked in a day rather than in a week.

Ms. Morris prefaced her report by saying that the grid is a working tool that does not fully encompass all of the issues. She pointed out that where she notes that benefits are the same between the represented and non-represented employees, her perspective is that while the language may vary, the application of the benefit is the same.

Ms. Morris explained that when vacation is accrued the employee owns it; any time an employee terminates, vacation in their bank is cashed out at the current rate of pay even though the vacation may have been earned at a lower rate. Awarded vacation is not owned by the employee but is a use/lose system – employees are awarded vacation that must be used in a defined period of time or forfeited. The awarded system helps insure that employees actually take vacation which studies show is good for the employee and therefore good for the County. She stated that the cost savings to the County of having awarded vacation is difficult to quantify as it cannot be predicted how employees will use their vacation banks. Nevertheless, it is a savings to the County – four employees have indicated they will cash out right away; the rest will be keeping a bank that will be paid out at today's rate but PERS will still have to be calculated for some of it. She said that the current value of the former AFSCME employees' banks is approximately \$200,000.

Commissioner Runyon asked how many former AFSCME employees there are currently. Ms. Morris replied that there are 32.

Ms. Morris pointed out that everything surrounding sick leave is the same between the two groups with the exception of certification; for non-represented employees certification is at three days while it is at ten days for represented employees. Jessica Jauken, Transition Team member, noted that the team recommends the ten day certification which is less work for the County and therefore a cost savings.

Ms. Morris reported that compassionate leave is not often used, however the group has chosen to use the more current language contained in the union contract. She observed that the Personnel Ordinance is from 1998 and in need of updating.

Ms. Morris said that the Personnel Ordinance does not address call-back; it does say that you must work greater than 40 hours in a week before being paid overtime. The union contract says overtime is paid if an employee works greater than their

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scheduled shift in a day which is why finance must be made aware of what shifts are scheduled in order to calculate overtime. Under the union contract an employee can work less than 40 hours in a week and still receive overtime. She stated that she thinks the real issue is call-back which says that an employee will get paid for a minimum of two hours when called back to work after leaving – no matter how long the employee works upon returning.

Ms. Morris said that for overtime, currently people who are scheduled to work 37.5 hours per week and actually work 40 in a week would get paid the difference as straight time. Last year that extra amount was \$7,400; if paid at overtime rates it would have cost an additional \$4,500. She said there would also be an impact to comp time but it would not be significant.

Ms. Jauken said that for those employees on a 7.5 hour day, those situations do not come up very often but she feels they should be compensated when they do.

Chair Hege observed that this expense can be controlled by each director who should be approving overtime; each director has an overtime budget to follow.

Ms. Morris said that the clothing and equipment allowance is being recommended by the team and is not currently addressed by the Personnel Ordinance. She said that the benefit outlined in the union contract is being applied to those in the union and some who are not upon the Administrative Officer's approval. She said that Taxation and Assessment has asked about clothing for those who are appraising property. For the boot allowance it is up to \$175 per year. Gene Sherer, member of the Transition Team, said that facilities staff get coats as well as boots. Ms. Morris acknowledged that there is some inconsistencies in the application of the benefit. She said that the recommendation is to go forward with the \$175 allowance. She said that if everyone who has access to that used it, it would be \$4,400 per year.

Ms. Morris outlined the costs to move all employees onto the salary survey matrix using the process recommended by the Team. (see attached grid) She said that if everyone moved to the survey and started paying their own 6% PERS contribution it would be a slight savings to the County; if a 6% wage increase were applied to the formerly represented employees current rates of pay to determine their level in the salary survey, it would cost \$58,000 per year; if they moved the formerly represented employees to the salary survey and the County paid all employees' 6% PERS

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contribution, it would cost \$312,000 annually.

Chair Hege asked if there was anything else the group wanted the Board to know. Ms. Urness said that the Team considered the impact to the County and also tried to make sure the employees were being treated fairly.

Commissioner Runyon thanked Ms. Morris for her input. Commissioner Kramer thanked everyone for their efforts.

Chair Hege said that this will come before the Board at a regular session and a decision will have to be made. Mr. Stone concurred saying that the work session was to inform the Board and give them some time to digest the information before coming to a decision. He said that he would like to see the total cost of implementation of the Team's recommendations.

Dan Boldt, Transition Team member, noted that the single biggest cost is the \$74,000 that is related to moving into the salary matrix – that is an unavoidable cost.

Commissioner Runyon added that he thinks that some work needs to be done to define terms being used in applying benefits. Ms. Morris agreed, saying that she has identified nine items that should be reviewed. However, she does not think that is work for this group who was charged with determining how to meld the two groups into one. She added that the definitions could impact the groups' decisions. She pointed out that currently, there are two governing documents.

Chair Hege said that he agrees that there needs to be one governing document but he does not want to see that delay this transition. Mr. Stone concurred saying that the governing document has been an issue for some time and needs to be addressed.

Chair Hege said that he thinks the County can move forward with the transition and then take on the issue of the governing document. He said he will look to staff for a recommendation. Mr. Stone stated that the recommendation will come from the Transition Team. Chair Hege said he would like to see it put together on one document that presents the transition plan in a straightforward fashion. Mr. Boldt said he thinks whatever decision is made now should trump what is in the Personnel Ordinance until the County is able to update that document.

Chair Hege adjourned the work session at 2:48 p.m.

Town Hall – Mosier, Oregon

Chair Hege opened the Town Hall at 5:36 p.m. and welcomed everyone to the meeting. He said that this is an opportunity for the board to hear from the citizens; they want to hear what is going on in Mosier. He noted that the County has recently been in the news and the Board would be happy to answer questions.

Marc Berry provided an update on the Mosier Fire District Board of Directors. He said that the Board of County Commissioners had appointed a member to the Fire District Board which gave them a quorum authorized to appoint members to the two remaining vacant positions. He reported that the Fire District Board appointed Phil Evans to one of the two positions and would be meeting to fill the final position. All appointments are short-term as there will be an election in May. Commissioner Runyon encouraged him to find a way to keep unappointed applicants involved.

Bryce Molesworth, Co-Chair of the Mosier Watershed Council, outlined the water resource challenges being faced by the community; comingling wells have caused a significant decline in the surface water. He reported that the City of Mosier has fixed their well but there are another 140 comingling wells that need repair. The Council does not want to burden the homeowners with what can be an expensive repair and therefore is trying to identify which wells are leaking and secure funding to support repairs.

Mr. Molesworth went on to say that it is important to make sure no more comingling wells are installed. He said that at the next regular session, the Council would like for the Board of County Commissioners to consider providing a letter of support for special standards that would require drillers to take an extra step through the State to be sure the wells are installed properly. Under the special standards, a State inspector would direct the driller as to how to execute the drilling process for each well. He said that Mosier would be the flagship model for this standard. He added that 8-Mile is starting to experience this same problem.

Kris McNازل said that Mosier would like to put together a letter from Gorge communities for the cleanup of the Hanford site; toxic waste will eventually reach the Gorge communities if left unchecked. She said it is a long-term problem that will take decades to fix – the work needs to begin now. She said that the local DOE is aware of the issue but there is little movement at the federal level – they do not want to dig

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below ten feet even though the plutonium is fifteen feet below the surface. She said that they would like to send letters of demand for the federal government to take responsibility and clean up the waste.

Commissioner Runyon said that when an issue affects more than one state, it carries more weight at the federal level. He encouraged them to form an alliance with their neighbors across state lines. Kathy Fitzpatrick said that the Mosier City Council will be considering a letter tonight and will probably bring it to the County for support.

Jan Lezniger asked about the Board's recent position on 2nd amendment rights. She said that she comes from a family of hunters but sees no need for automatic or semi-automatic weapons. She asked if the Board had done any surveys of the community regarding this issue.

Commissioner Runyon replied that the Commissioners are elected based in part on their expressed opinions. He said that he has been very clear about his position from the beginning of his first campaign but is always open to hear from the public. He said that they for this issue in particular, they have received more emails than for any other he can remember. He said that the Board took the position that there are already enough laws on the books to regulate gun ownership – rather than creating more, the existing laws should be enforced. He noted that many Oregon counties have passed ordinances or resolutions which may have to be repealed should the State legislature enact further restrictions. He said that the issue was publicly discussed at three Board sessions starting in December. In addition, there was a large turn-out at the final session in support of the letter. Once the letter went out, Wasco County heard from several other counties who expressed that in hindsight, they wished they had taken the same action. He added that he also has no need for a machine gun.

Chair Hege stated that it is not practical to poll everyone about every decision made by the Board. He said that they try to make sure the issues being considered are out in the public. He said that the agendas are available on the County website and citizens can sign up to have them emailed directly to them. He said that if a citizen sees something on the agenda that peaks their interest, they can contact a Commissioner or attend the session.

A citizen asked if the Board has a position on the tie plant and its toxicity.

Commissioner Runyon said that no one has brought that issue to their attention

before now. Chair Hege observed that the County has no control over that as it is within the city limits. He said that does not mean that the County does not have a voice. He noted that on the other side of the issue are the jobs provided by the plant.

Another citizen said that they are well aware of the railroad issues as it is part of the Mosier community. She stated that they may support the railroad but are not always comfortable with the cargo. She asked if there is a way to restrict what is hauled through the community.

Chair Hege said that the County has some role in terms of expansion but the toxic cargo is outside the County's purview. He said that does not mean the County cannot make their position known, add pressure and bring it to the public.

Commissioner Runyon encouraged the citizens to contact their representatives and attend their town halls. He said they hold the town halls to hear from the public. He said he is taking notes tonight on the issues important to Mosier and the Senators and Representatives do so as well – they are listening.

Further discussion ensued about Mosier Main Street and the community efforts to bring new business to Mosier. They also discussed a possible partnership with neighboring communities for a sewer master to bring costs down for all.

Chair Hege closed the Town Hall at 6:35 p.m., thanking everyone for their participation.

Motions Passed

- **To approve the Joint Resolution for the participation in funding activities of the Oregon Office for Community Dispute Resolution.**
- **To approve the contract with Friend and Reagan, P.C. for annual audits.**
- **To approve Order 15-011 appointing Bill Hamilton to the North Central Public Health District's Board of Health.**
- **To approve Order #15-012 appointing Jennifer Borne to the Veterans Services Advisory Committee.**
- **To approve Order #15-013 appointing Patricia Combs to the Veterans Services Advisory Committee.**
- **To approve Order #15-014 Appointing Stephen Lawrence to the NORCOR Budget Committee.**
- **That the Wasco County Board of Commissioners rescind its December**

17, 2014 action by unanimous vote of the Commissioners to withdraw from the North Central Public Health District.

- To approve Order #15-010 accepting vacation of an interior lot line between Lot 3 and Lot 6, Tygh Valley subdivision and adopting findings of fact contained in PLALLV-14-12-003.
- To approve the Federal Lands Access Program Project Memorandum of Agreement for the Rail Hollow Overlay.
- To approve the Agreement for Housing of the HB3194 Jail Program Inmates, NORCOR and Wasco County Community Corrections.

Consensus

- To send a transportation funding letter of support to Senators Hansell and Ferioli and Representatives Smith and Huffman.
- To provide a letter of support for transportation funding being considered by the State legislature.
- To pay the annual MCCOG dues.
- To table the vote on the Legal Access and Records Request policies until further work had been done on the documents.
- For the Interim Public Works and Planning Directors to go forward with their plan to improve their departments.

WASCO COUNTY BOARD
OF COMMISSIONERS

Scott Hege, Commission Chair

Rod Runyon, County Commissioner

Steve Kramer, County Commissioner

Agenda Item
Economic Development District

- [CEDS Project List](#)
- [Proposed EDC Ordinance](#)

EDC
CEDS Project List

- [Approval Report](#)
- [Staff Report](#)

WASCO COUNTY ECONOMIC DEVELOPMENT COMMISSION

515 East Second Street The Dalles, OR 97058 ♦ 541-296-2266 ♦ www.co.wasco.or.us/county/wcedc

To: Wasco County Board of Commissioners

From: Carrie Pipinich, Wasco County EDC staff

Date: February 25, 2015

Subject: Prioritized 2015 Wasco County Community Enhancement Projects for Approval

Action Requested:

The Wasco County Economic Development Commission requests approval by the Wasco County Board of Commissioners of its prioritized list of 2015 Wasco County Community Enhancement Projects.

Background:

The EDC conducts a process of analyzing projects in the County which have the potential to advance opportunities for economic development. This process has several purposes:

- 1) Provides a process by which communities can bring needs and issues to the attention of the Wasco County Board of County Commissioners.
- 2) Allows direction of EDC staff resources, if appropriate, to support grant writing, capacity building and other technical assistance
- 3) Supports the EDC in identifying gaps in the community economic development ecosystem
- 4) Provides recognition to outside entities and funders of projects that are community and regional priorities
- 5) Brings projects to the attention of MCEDD and the State Regional Solutions Teams to bring additional federal and state resources and support to the project to address barriers and challenges.

The Wasco County EDC received information regarding 61 community economic development projects from 22 entities located throughout Wasco County. Project sponsors presented their projects to the EDC on February 18, 2015. The EDC then individually ranked each project based on: addressing specific economic development challenges or opportunities; effectiveness related to impacting community capacity and/or job creation; community support; funds committed; and project readiness for technical assistance.

Individual scores were compiled and then reviewed by the full EDC via email. The attached Wasco County Community Enhancement Projects list was acknowledged by the EDC, and will be officially adopted at their March 20th meeting.

This list will be provided to Mid-Columbia Economic Development for inclusion in the region's Comprehensive Economic Development Strategy after approval from the Board of County Commissioners.

Wasco County Community Enhancement Project 2015

Ranking Recommended by the EDC

	Sponsor	Project title
1	City of Maupin	New South Wasco County Library and Civic Center
2	Port of The Dalles	Regional General Wetland Permit
3	The Dalles-Wasco County Library	Room to Read Children's Library Addition
4	City of Dufur	Water (Wastewater, Water, and Storm) Systems Needs Assessment
5	City of The Dalles	Downtown Parking
6	City of The Dalles	Industrial Park Fireflow Waterline
7	Wasco County SWCD	Mosier Well Repair
8	Civic Auditorium	Theatre Renovation
9	City of Mosier	City of Mosier Strategic Plan
10	City of The Dalles	Historic Elks Lodge Renovation
11	Columbia Cascade Housing	Heritage Heights Farmworker Housing Project
12	Wamic Water & Sanitary Authority	Wamic System Investment Strategy
13	Mid-Columbia Senior Center	Elevator Addition
14	Wamic Water & Sanitary Authority	Wamic Water System Reservoir
15	City of The Dalles	Innovation Center
16	Tygh Valley Fire District	Fire Hall
17	City of Mosier	The Mosier Hub (Gorge Hubs Trail System)
18	Northern Wasco Co. Parks & Rec.	Thompson Park Aquatic Facility
19	City of Mosier	City of Mosier Backup Water Supply
20	Wamic Water & Sanitary Authority	Wamic Water System Upgrades
21	Mid-Columbia Center for Living	Community Mental Health Clinic
22	City of The Dalles	Downtown Riverfront Access Railroad Undercrossing
23	City of The Dalles	West 6th St Widening
24	City of Mosier	Transportation System Planning Update
25	Port of The Dalles	The Dalles Food Co-Op
26	Dufur Recreation District	West End Restroom Replacement

Wasco County Community Enhancement Project 2015

Ranking Recommended by the EDC

27	Youth Empowerment Shelter	The Dalles Youth Empowerment Shelter
28	City of The Dalles	Downtown Streetscape Phase III
29	Wasco County SWCD	Rock Creek Ditch Piping and Hydroelectric
30	Wy'east RCD	Dufur Community Center
31	City of Mosier	Mosier Water System Plan
32	Wasco County Fair Board	Hunt Park RV Expansion
33	Dufur School District	Develop Green House Program
34	Columbia Cascade Housing	Regional Minor Home Repair
35	Regional Project	Gorge Hubs-covers Troutdale to The Dalles
36	City of The Dalles	Chenoweth Area Storm Sewer
37	Columbia Cascade Housing	Mid-Columbia Innovative Home Repair
38	Wasco County Fair Board	Hunt Park Accessibility Modifications and Improvements
39	Columbia Gorge Discovery Center	Fire/Burglar Alarm System Repair and Upgrade
40	City of Dufur	Additional Ambulance
41	City of The Dalles	Lewis and Clark Rock Fort Improvement
42	Northern Wasco County School District	Dry Hollow Elementary Traffic Circulation
43	Columbia Gorge Discovery Center	Audio-Visual Updates
44	City of Mosier	Mosier Public Restrooms
45	City of The Dalles	Mill Creek Greenway
46	City of Mosier	Mosier Storm Water Plan
47	City of Mosier	Mosier Eastside Water System Improvements
48	Wasco County	6th and Webber Redevelopment
49	City of The Dalles	Waldron Drug Exterior
50	Dufur School District	FFA – Development of FFA, club calf program, greenhouse program
51	Wasco County	Hood River Road Engineering
52	City of The Dalles	The Dalles-Wasco County Community Curation
53	City of Mosier	Mosier Third Ave Reconstruction
54	Dufur Recreation District	Dufur City Park Fitness Trail
55	City of The Dalles	Bicycle Master Plan Update

**Wasco County Economic Development Commission
Report to the Wasco County Board of Commissioners**

February 2015

The Wasco County Economic Development Commission and its staff through the Mid-Columbia Economic Development District provided the following services in support of Wasco County:

Community Enhancement Projects

Updates on Community Enhancement Projects:

- Staff conducted significant outreach to entities throughout the County to support project submission for the 2015 Community Enhancement Project List. This included individual contact to entities who previously submitted projects or who had projects known to staff. Additionally, staff hosted two sessions for entities, one in Maupin in December and one in The Dalles in January to provide assistance in uploading projects and discussing necessary information for completeness.
- Please see additional memos and information provided in the packet for further details on this year's process.

Industrial Lands Committee

- Following direction from the Industrial Lands Committee, staff focused the above mentioned project information sessions on discussion of infrastructure projects. The Wamic Water and Sanitary Authority and the City of Mosier participated in conversations with staff at these sessions in addition to several non-infrastructure entities. Staff is working on developing detailed overviews for each system that the Committee will then be able to use as it works with communities to support addressing basic infrastructure needs throughout the County.

Broadband

One of the strategic priorities for the EDC has been supporting expansion of broadband in our rural communities and promoting adoption of those services for businesses and residents. Application submitted

- Staff hosted several meetings for the South Wasco Broadband Access portion of the Google Grant to finalize the Broadband Access Survey that has been distributed to areas in the county from Dufur South. With volunteers from the South Wasco Alliance Internet Capacity Committee, staff prepared the mailing of approximately 1500 surveys in January. These surveys are returning to drop locations throughout the County as well as to the MCEDD office.
- Staff attended the Dufur Chamber of Commerce meeting in January to provide outreach related to returning the broadband survey as well as to learn about general needs in the community. Staff also attended the South Wasco Alliance meeting in January to provide an update on the Broadband Project and encourage attendees to engage in the outreach efforts around the broadband access survey.
- Staff participated in continued conversations around the Regional Solutions broadband prioritization, which will result in a request for investment from the state in broadband infrastructure in our region and has the opportunity to address access challenges in South Wasco County if it moves forward through the legislature.
- Staff have begun planning a regional broadband meeting that will be an opportunity for those working on broadband issues in the region to gather and

discuss opportunities to further leverage existing and planned investments, explore collaborative approaches to addressing broadband access and utilization challenges, and provide an opportunity for public and private sector entities focused on broadband to network. The meeting will be Friday March 6th, 2015 from 10am to 12pm in The Dalles, location TBD.

Investing in Manufacturing Communities Partnership (IMCP)

- The Pacific Northwest Manufacturing Partnership (PNMP) has an Oregon State Bill that passed the senate and is moving to the House for state recognition related to continued state efforts around IMCP designation for a broad effort. The group will seek federal recognition in IMCP Round Two. This will give priority on federal applications, particularly with USDA as noted by their staff in conversations around the potential designation. This would have a significant impact on Wasco County projects seeking USDA funding if successful. Staff requests a recommendation from the EDC to move forward with drafting a letter of support for the project given these potential benefits.

General EDC Activities:

EDC staff provided the following support services:

- **Columbia Gorge Bi-State Renewable Energy (CGBREZ):** CGBREZ met with PNNL to discuss collaboration to support the proposed pumped storage project located in Klickitat County. PNNL is working with project proponents to advance the timeline for engaging in that work.
- Staff participated in the **Maupin Economic Development Summit** organized by Frank Kay with Kate Sinner (Regional Solutions), Phil Chang (Senator Merkley's Office), and Joe Bradley (USDA, Rural Utility Services) as well as community members from Maupin and other areas in South Wasco County. Topics discussed included broadband connectivity, lack of affordable housing for moderate income residents and seasonal workers, and the Library-Civic center project.
- Staff participated in the conversations around starting a **Forest Collaborative** within the Barlow Ranger District. Emily Jane Davis (OSU Extension) and Phil Chang (Senator Merkley's Office) attended The Dalles Outreach Team meeting in January and provided an overview of the Forestry Collaborative process and potential outcomes from such processes. They stressed that this is a long process that involves bringing disparate interests related to forest management together to provide input in and gain consensus around activities in local forest. Barlow Ranger District's Ranger, Kameron Sam, was also engaged in the conversation and very supportive of moving the project forward. The Wasco County Soil and Water Conservation District has stepped up to work with the County to take a leadership role in exploring formation of a collaborative in Wasco County.
- Staff hosted a regional conversation on waste water treatment plant management in conjunction with the City of Mosier. Attendees from the OAWU, DEQ, and several systems attended to discuss creative opportunities for collaboration to address challenges faced by resource constrained systems.



Activities of Interest to the EDC

- **Agora Investment Platform:** Further roll out of the platform continues, with the anticipation to bring on another three economic development districts in Oregon this year. Additionally, there will be several updates to the platform related to usability.
- MCEDD has received a \$50,000 grant through the **Specialty Crop Block Grant** to support working with the hard cider producers in the region as well as the tree fruit growers that produce the inputs. This work has begun with development of a brochure style map underway and engagement with the CiderFest event coming up in April. Additionally, the group is seeking a marketing professional to develop a marketing strategic planning process. Please see the MCEDD website for the RFP if you know interested parties.
- The **Gorge Hubs Project** has received a Transportation Demand Management (TDM) grant from DLCD and ODOT to create a design framework for these bike and pedestrian stations that will be located along the Historic Columbia River Highway from Troutdale through to The Dalles. These facilities will provide repair tools as well as information about the communities and additional points of interest for visitors. Additional planning meetings have occurred to firm up design guidelines and begin to explore potential avenues forward for developing the hubs.

By The Numbers

Source: Oregon Employment Department

- Unemployment rate (seasonally adjusted)

	November 2014	December 2014	November 2013
Oregon	7.0%	6.7%	7.3%
Wasco County	6.5	6.3%	7.1%

- Total Nonfarm Payroll Employment (Not Seasonally Adjusted)

	November 2014	December 2014	November 2013
Oregon	1,749,800	1,703,700	1,708,500
Wasco County	9,690	9,570	9,690

EDC
Proposed EDC Ordinance

- [Memo](#)
- [Draft Ordinance](#)

Memorandum

Date: February 25, 2015
To: Wasco County Board of County Commissioners
From: Carrie Pipinich, EDC Coordinator
Re: Economic Development Commission Ordinance Update

Background

Through conversations with the Board of County Commissioners, conversations with individual EDC Commissioners, and undertaking our own planning and projects, the Wasco County Economic Development Commission is revisiting its role in the county to better reflect current conditions and needs.

The EDC proposed moving from purely an information aggregator and conduit for expressing community needs to providing additional leadership on countywide economic development activities, focusing on actions that support job creation and increasing community capacity, and providing technical assistance to local entities seeking to accomplish projects with the same goals in mind.

EDC Staff and Chair brought the proposed changes to the Board of County Commissioners at their January 21st, 2015 meeting, and the EDC at their February 19th, 2015 meeting for further discussion, and received positive feedback. As a result, staff have drafted an update to the EDC's enabling Ordinance (attached).

During these conversations, staff would also like to revisit the number of Commissioners, and the position preferences. Another at-large member would provide additional engagement in a different sector, as well as provide an odd number of EDC Commissioners which is best practice. These changes are also reflected in the attached ordinance.

Request

1. Review the attached draft ordinance and provide any feedback.
2. Move forward with the process to put it in place.

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

IN THE MATTER OF ADOPTION OF)
ORDINANCE UDATING THE ROLE) ORDINANCE
OF THE WASCO COUNTY ECONOMIC) #15-001
DEVELOPMENT COMMISSION (EDC))

WHEREAS, Wasco County currently has an Economic Development Commission formed on October 15, 1987 by Wasco County Order 87-0343 with an advisory role. It's general purposes were as follows: 1. To be an information source 2. To provide advice and guidance to the Court on countywide economic development and quality of life issues from citizens at the grass roots level; and 3. To be a forum for citizens to request assistance from the Court on accomplishing economic development projects and solving economic development problems.”

WHEREAS, That the County finds it timely to review the Economic Development Commission’s role and revise it to better reflect current conditions and needs in the County.

NOW, THEREFORE the Board of Commissioners of Wasco County ordains the adoption of the following:

1. The Economic Development Commission shall act as the economic development arm of Wasco County, focusing on job creation and increasing capacity throughout the County. The EDC shall: 1. Keep the Board of County Commissioners apprised of economic development activity, opportunities, and needs throughout the County; 2. Collaborate with, and provide technical assistance to, local entities to accomplish projects focused on the above outcomes and to bring further investment into Wasco County; and 3. Provide leadership on countywide economic development efforts identified by both the Economic Development Commission and the Board of County Commissioners.
2. With this role, the Economic Development Commission shall have a minimum of four (4) public meetings per year with additional sub-committee meetings as necessary to accomplish goals.
3. To support this more active role, and ensure adequate engagement, the Economic Development Commission will expand by one at-large member to be an 11 member Commission with the following representation: Northern 1;

Central 2; Southern 3, At-Large 1; At Large 2; At-Large 4; At-Large 5; At-Large 6, Port of The Dalles; City of The Dalles; and Chambers of Commerce.

Dated this 4th day of March, 2015.

WASCO COUNTY
BOARD OF COMMISSIONERS

Scott C. Hege, Commission Chair

Rod L. Runyon, County Commissioner

ATTEST:

Kathy R. White
Executive Assistant

Steven D. Kramer, County Commissioner

Date of 1st Reading: March 4, 2015

Date of 2nd Reading: March 18, 2015

Effective date: June 2, 2015

Agenda Item

Clean Energy

- [Solar Fact Sheet](#)
- [Legislative Letter](#)



1536 SE 11th Ave., Ste. B | Info@EnvironmentOregon.org
Portland, OR 97214 | P (503) 231-1986
www.EnvironmentOregon.org | F (503) 231-4007

Overview

In order to increase adoption of renewable energy and reduce Oregon's contribution to climate change, **Oregon should set a goal of getting 10 times more solar energy by 2025.** The following principles are proposed as a guide for evaluating policy concepts that will help us reach that goal.

Legislative Principles:

- Expand access to more participants in the solar market.
- Provide opportunity and value for both distributed on-site customer generation and utility-scale solar development in all of Oregon.
- Ensure fair incentives structures and distribution of costs.
- Provide stability and predictability to the market.

Proposed 2015 Legislation:

1. [Residential Energy Tax Credit \(RETc\) Extension - HB 2447](#)
The RETc is a state tax credit for residential solar panel owners. The credit assists with panel installation costs, and is set to expire in 2018. HB 2447 would extend the program to 2022. The bill was introduced at the request of the Oregon Department of Energy.
<https://olis.leg.state.or.us/liz/2015R1/Measures/Overview/HB2447>
2. [Incentive program for large scale solar - HB 2632](#)
Directs the Oregon Department of Administrative Services to create a program to incentivize large scale solar energy projects. These solar projects would receive a small incentive from the General Fund for the electricity they generate. This bill was introduced by Rep. Cliff Bentz.
<https://olis.leg.state.or.us/liz/2015R1/Measures/Overview/HB2632>
3. [Extension of the Solar Pilot Program - HB 2745](#)
Oregon's "Solar Incentive Rate Pilot Program" was created in 2009 and established a Feed-In Tariff, a program which pays solar panel owners a fair rate for the electricity they produce with their solar panels. The Solar Pilot Program is set to expire in 2016. This bill would extend the program until 2021 and increase overall capacity of the program. This bill was introduced by Rep. Tobias Read.
<https://olis.leg.state.or.us/liz/2015R1/Measures/Overview/HB2745>
4. [Community Solar Gardens Legislation - HB 2941](#)
Allows individuals or businesses who cannot put solar panels on their homes to buy off-site panels in an array owned by a third party. Participating parties would receive all the same benefits as if these panels were installed on-site. This bill was introduced by Rep. Paul Holvey.
<https://olis.leg.state.or.us/liz/2015R1/Measures/Overview/HB2941>

For more information, please contact Rikki Seguin, Environment Oregon Lead Advocate, at rikki@environmentoregon.org or 503-231-1986 ext. 324

January 30, 2015

Environment Oregon
1536 SE 11th Ave.
Portland, OR. 97214



Dear Legislator,

As a coalition of Oregon city councilors, county commissioners and mayors, we urge you to support solar energy in Oregon. When it comes to producing clean and local renewable energy, Oregon has always been a leader. Yet we still get less than 1 percent of our energy from the sun and instead rely on dirty and unsustainable sources like coal and oil. With the right policies, we can produce ten times the solar energy we do today and install 250,000 solar rooftops by 2025, generating clean energy to power our lives, repower our economy and help stop global warming.

Oregon is already one of the nation's leading centers for solar technology design and manufacturing. We are home to the nation's largest solar panel manufacturer - SolarWorld in Hillsboro. Oregon has 133 solar companies throughout the state, employing over 2,700 Oregonians. Additionally, because the panels are made in Oregon and installed by Oregonians, more than 80% of the money invested in solar systems stays in state.

Unfortunately, solar energy production in Oregon lags behind states like Massachusetts, a state with less solar energy potential than Oregon but has nine times more solar power generation than Oregon. What makes these states different from Oregon is not the quality of infrastructure or amount of sunlight but the policies that these states have put into place. This legislative session, you have the opportunity to pass a series of bills that would help bring 10 times more solar power to Oregon in the next ten years.

With droughts, wildfires, and heat waves becoming more frequent and devastating as a result of global warming, it's absolutely critical that we switch to clean energy. Generating 10 percent of Oregon's electricity from solar energy would create a significant reduction in global warming pollution, preventing 3.8 million metric tons of carbon dioxide pollution per year by 2025—the equivalent of removing 730,000 cars from the road.

There is no time to wait. We have more than enough sunshine and ingenuity in Oregon to advance solar power and our economy, but we need strong solar policies that will make it easy and affordable for residents and businesses. We urge you to support any strong solar policies that are proposed in the current legislative session that will create a stronger economy, a safer environment, and a brighter future for generations to come.

Sincerely,

Agenda Item

Budget Adjustment

- [Notated Match Agreement](#)
- [Email Notice](#)
- [Finance Request](#)
- [Order 15-016 Transferring Funds](#)



US Department of Transportation
Federal Highway Administration

Federal Lands Access Program Match Agreement

Western Federal Lands Highway Division, FHWA
610 E. Fifth Street
Vancouver, WA 98661

All Access Program expenditures associated with this project after October 1, 2012 will need to be matched by a Non-Federal source, by other Federal funds other than those made available under Titles 23 and 49 of the United States Code, or by funds made available under 23 U.S.C. 202 and 203. Estimated costs are based on the best budgeting information known at this time. The final Match will be determined based on actual expenditures at the conclusion of project work. Matching funds in FHWA receipt may need to be supplemented, or returned, once actual expenditures are determined. As noted under Modifications, if costs increase over the amount within this agreement, the PDC will consult with the signing agency before granting approval.

The following agencies have agreed to contribute the amounts shown which will reduce the federal share by the same amount. The Funding Plan is as follows (Includes all agencies that are cooperating in the project):

Agency Contributions:

Phase	Agency	Form	Due	Received	Value	Comment
PE	Wasco Cty	Cash	1/1/2014		\$10,000	Match for PE
PE	Wasco Cty	Cash	1/1/2015		\$10,000	Match for PE
CN	Wasco Cty	Cash	3/1/2015		\$109,852	Match for CN and CM
CN	Wasco Cty	Material	7/1/2015		\$58,500	Stockpiled aggregate from a county-owned rock pit. WFLHD Materials Eng will need to review and certify
Total:					\$188,352	Total W/O Toll Credits: \$188,352

*This \$130,000
is Budgeted.*

Wasco County is ONLY responsible for their respective match as shown in the table above.

Valuation of real property, services, materials, equipment, and use of facilities will be established at fair market value (FMV), as determined by applicable Federal grant administration regulations [49 CFR 18 or 19] and Federal cost principles.

Records:

Costs and third party in-kind contributions counting towards satisfying a cost sharing or matching requirement must be verifiable from the records of grantees and subgrantee or cost-type contractors. These records must show how the value placed on third party in-kind contributions was derived. To the extent feasible, volunteer services will be supported by the same methods that the organization uses to support the allocability of regular personnel costs. 49 CFR 18.24(b)(6)

Federal Highway Contributions:

Phase	Fund	FY	Amount	Comment
PE	G200	2014	\$90,000	
PE	G200	2015	\$94,000	
CN	G200	2015	\$1,191,648	
CM	G200	2015	\$135,000	
CE	G200	2015	\$135,000	
Total:			\$1,645,648	

*12-17-14
in email, notice
of increase to
Wasco County of
\$125,910.*

*Art Smith confirmed
the increase via telephone
2-19-15.*



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

RE: Cody Road - Matching Funds - Transfer Agreement - Mod 1 to Match Agreement

2 messages

john.huestis@dot.gov <john.huestis@dot.gov>

Wed, Dec 17, 2014 at 2:46 PM

To: martym@co.wasco.or.us

Cc: Thomas.G.Lonergan@dot.gov, Peter.Field@dot.gov, RodR@co.wasco.or.us, monicam@co.wasco.or.us

Hi Marty,

Tom Lonergan tells me that you are aware of this project match agreement being forthcoming. FHWA WFL desires to try to combine the two projects for cost saving measures. Please coordinate the execution of this agreement with Tom and/or myself as time is of the essence to get this project match agreement in place and get it chartered so we can combine the two projects into one construction project for advertisement and prospective bids. Please don't hesitate to contact me if you have any questions. Thanks.

 cid:image001.gif@01CEE45A.7880A750

John W. Huestis, P.E.

Federal Lands Access Program Manager

Federal Highway Administration

Western Federal Lands Highway Division

610 East 5th Street

Vancouver, WA 98661

Office (360) 619-7791

John.huestis@dot.gov

From: Huestis, John (FHWA)

Sent: Wednesday, December 17, 2014 11:11 AM

To: martym@co.wasco.or.us

Cc: Lonergan, Thomas G (FHWA); Field, Peter (FHWA); 'RodR@co.wasco.or.us';

'monicam@co.wasco.or.us'

Subject: Cody Road - Matching Funds - Transfer Agreement - Mod 1 to Match Agreement

Hi Marty,

Just following up on the status of this funds transfer agreement. Has this already been executed by the County?

Also, the Oregon PDC approved an increase in the project construction budget yesterday of \$1,020,000 (based on the 70% engineer's estimate) which together with the increase in construction engineering and construction modification contingency (to maintain 10% of CN estimate) was a total increase of \$1,226,000. This will require an additional \$125,910 in matching funds from Wasco County.

Please find the attached Mod. 1 to the project Match Agreement for County consideration and execution. Please contact me or PM Tom Lonergan if you have any questions about any of these matters.

 cid:image001.gif@01CEE45A.7880A750

John W. Huestis, P.E.

Federal Lands Access Program Manager

Federal Highway Administration

Western Federal Lands Highway Division

610 East 5th Street

Vancouver, WA 98661

Office (360) 619-7791

John.huestis@dot.gov

 Rail Hollow Overlay_DraftMatchAgreement_12172014.pdf
363K

Marty Matherly <martym@co.wasco.or.us>

Thu, Dec 18, 2014 at 11:21 AM

To: john.huestis@dot.gov

Cc: Thomas.G.Lonergan@dot.gov, Peter.Field@dot.gov, Monica Morris <monicam@co.wasco.or.us>, Arthur Smith <arthurs@co.wasco.or.us>

Date	02/24/2015	Department	Public Works
Amount Requested	\$150,000.00	Requested By	Art Smith
Description of Need	Western Federal Lands received approval in December 2014 to increase the project construction budget and the construction engineering for a total increase of \$1,226,000. Wasco County's share of that increase to the already approved project is \$125,910. Allowing for further unanticipated changes the request is to utilize \$150,000 from contingency to capital outlay preservation project.		
Exp	Line Item In:202.22.5281.53406 Preservation Project		
	Line Item Out: 202.99.9202.57202 Contingency		
Grant	Rev Line Item:		
	Exp Line Item:		
Signature	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)	
\$150,000 FROM CONTINGENCY TO)	ORDER
CAPITAL OUTLAY)	#15-016

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 in December of 2014, Western Federal Lands received approval to increase the project construction and engineering budget for the Wamic Grade Road Project by \$1,226,000; and

IT FURTHER APPEARING TO THE BOARD: That Wasco County's share of that increase to the already approved budget is \$125,910; and

IT FURTHER APPEARING TO THE BOARD: That to avoid additional staff time and payment delays, it would be prudent to allow additional funding for further unanticipated changes.

NOW, THEREFORE, IT IS HEREBY ORDERED: That \$150,000 in Contingency Funds be transferred from line item #202.99.9202.57202 into the Preservation Project line item #202.22.5281.53406 during Fiscal Year 2014-2015.

DATED this 4th day of March, 2015

WASCO COUNTY BOARD
OF COMMISSIONERS

Scott C. Hege, Commission Chair

Rod L. Runyon, County Commissioner

Steven D. Kramer, County Commissioner

APPROVED AS TO FORM:

Kristen Campbell
Wasco County Counsel

Agenda Item
Public Works Surplus Equipment

- [Memo](#)
- [Order #15-017 Surplussing Public Works
Equipment](#)

MEMO



To: Wasco County Board of Commissioners
Tyler Stone, County Administrator

From: Arthur Smith, Interim Public Works Director

Date: 2/26/15

Subject: Request to declare certain County equipment as surplus property

The Public Works Department requests that the following four (4) pieces of equipment be declared surplus:

*1973 D8 CAT Bulldozer, VIN #46A30612, Equipment Hours 10,276

This equipment is over 40 years old and has reached the end of its useful life. Because of its size and weight, the County can no longer haul this piece of equipment without purchasing a special trip permit. Estimated value \$15,000

*1991 Vermeer Brush Chipper, VIN #1VRC14132M1002147, Equipment Hours 1,762

Because of its age, this equipment is no longer viable for day-to-day maintenance activities. There are concerns with future maintenance costs and lack of reliability. Estimated value \$3,500

*1991 Ingersoll Rand Compressor, VIN #121448U81932, Equipment Hours 4,810

This equipment has reached the end of its useful life and the cost to operate and maintain has greatly increased. Estimated value \$2,500

*1979 Trailco Lab Trailer, VIN #790B230

This piece of equipment served as a mobile rock sampling lab, but has not been used for many years and has deteriorated beyond the point of being repaired. Estimated value \$500

I would also request that the Board authorize the Director to begin the process of selling this equipment, per the Wasco County Contracting Regulations, Section 17 - Use or Disposal of Personal Property and dispose of this equipment either by placing them in a publicly advertised auction and selling them to the highest bidder, or by sale to another public agency.

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

IN THE MATTER OF SURPLUSSING OF PUBLIC)
WORKS EQUIPMENT: 1973 D8 CAT BULLDOZER)
VIN #46A30612, 1991 VERMEER BRUSH CHIPPER) ORDER
VIN #1VRC14132M1002147, 1991 INGERSOLL RAND) #15-017
COMPRESSOR VIN #121448U81932, AND)
1979 TRAILCO LAB TRAILER VIN #790B230)

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

IT APPEARING TO THE BOARD: That said equipment has
reached the end of its useful life; and

NOW THEREFORE, IT IS HEREBY ORDERED: That
above said equipment will be considered surplus and the Public Works
Director authorized to dispose of this equipment according to the Wasco

County Contracting Regulations, Section 17 – Use or Disposal of Personal
Property.

DATED this 4th day of March, 2015.

WASCO COUNTY BOARD
OF COMMISSIONERS

Scott C. Hege, Chair

Rod L. Runyon, County Commissioner

Steven D. Kramer, County Commissioner

APPROVED AS TO FORM:

Kristen Campbell
Wasco County Counsel

Agenda Item
FOPPO Agreement

- [2014-2017 Agreement Between Wasco County
and Federation of Parole & Probation Officers](#)

2014 – 2017

A G R E E M E N T

B e t w e e n

WASCO COUNTY

and

FEDERATION OF

PAROLE AND PROBATION OFFICERS

**Table of Contents [The Table of Contents will be updated when the
final version of the contract is prepared.]**

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ARTICLE 1 - SCOPE OF AGREEMENT AND RECOGNITION

Section 1.1

This Agreement is made and entered into by and between Wasco County (hereinafter the “County”), and the Federation of Parole and Probation Officers (hereinafter the “Federation”). This document represents the full agreement between the County and the Federation. The purpose of this Agreement is to set forth matters pertaining to the rates of pay, hours of work, fringe benefits, and other matters pertaining to employment and to promote the general efficiency of the employees covered in providing services to the citizens of the County.

Section 1.2

The County recognizes the Federation as the sole and exclusive bargaining agent for all Adult Parole and Probation Officers as defined in ORS 243.736, excluding supervisory and confidential employees.

ARTICLE 2 - MANAGEMENT RIGHTS

Section 2.1

Except as otherwise specifically limited by the terms of this Agreement, the County retains all the customary, usual and exclusive rights, decision-making prerogatives, functions and authority connected with or in any way incident to its responsibility to manage the affairs of the County or any part of it.

Except as required by ORS 243.650, *et seq.*, the County shall have no obligation to bargain with the Federation with respect to any subjects or the exercise of its discretion and decision-making on any subjects not covered by the terms of this Agreement. Without limitation, but by way of illustration, the exclusive prerogatives, functions and rights of the County shall include the following, subject to the terms of this Agreement and the Federation’s rights to bargain over changes in mandatory subjects in ORS 243.650, *et seq.*:

- (a) To determine the services to be rendered to the citizens of the County.
- (b) To determine and to follow the County’s financial, budgetary and accounting procedures.
- (c) To direct and supervise all operations, functions and policies of the County and its departments, and requirements of facilities and other operations in which the employees in the bargaining unit are employed, and such other operations, functions and policies in the remainder of the County as they may affect employees in the bargaining unit.
- (d) To close or liquidate any office, branch, operations or 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.

- (e) To manage and direct the work force, including, but not limited to, the right to determine the methods, process 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; the right to abolish positions or reorganize the departments; the right to determine schedules of work; the right to purchase, dispose of and assign equipment or supplies.
- (f) To determine the need for a reduction or an increase in the work force and the implementation of any decision with regard thereto.
- (g) To establish, revise and implement standards for hiring, classification, promotion, quality of work, safety, materials, equipment and appearance.
- (h) To implement new, and to revise or discard, wholly or in part, old methods, procedures, materials, equipment, facilities and standards.
- (i) To contract or subcontract work as may be determined by the County, provided that as to work which has been previously and regularly provided by employees in the bargaining unit, the County agrees to afford an opportunity for the Federation to negotiate with it as to the effect of such action on employees in the unit prior to finalizing or implementing new decisions concerning such contracting or subcontracting.
- (j) To assign shifts, workdays, hours of work and work locations.
- (k) To designate and to assign all work duties.
- (l) To introduce new duties within the unit.
- (m) To determine the need for the qualifications of new employees, transfers and promotions.
- (n) To discipline, suspend, demote or discharge an employee so long as such action is not arbitrary, in bad faith or without cause.
- (o) 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.

Section 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 days and shall be furnished to a Federation officer at the time the rule is posted. In the event the Federation considers a work rule to be inconsistent with a specific provision of this Agreement or to be a bargainable subject, the Federation shall so notify the County in writing within the ten-day posting period. In such event, the rule shall be negotiated between the County Court and/or its designee and the Federation. A copy of an updated Policy and Procedure Manual shall be accessible to each employee and furnished to the Federation upon request.

Section 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, modify or change any of its policies affecting existing conditions involving a mandatory subject of bargaining over which the Federation has not otherwise waived its right to bargain, the County will provide the Federation with written and oral notice of the proposed change. The Federation shall have ten days to object in writing and orally to the person proposing the change or their designee. The failure of the Federation to object in writing to the proposed change within ten days of the notice provided for above shall serve as a waiver of the Federation's right to bargain. The Federation's written objection shall specify the nature of the objection and identify whether the Federation 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 20 days. If, after the passage of 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 13 arbitrators from the Employment Relations Board ("ERB"). Within seven days of receipt of the list from ERB, the parties, by lot, will alternately strike names from the list until only one 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 Federation's proposal shall be adopted pursuant to the interest arbitration criteria established by law.

ARTICLE 3 - ASSOCIATION RIGHTS

Section 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 Federation or shall make payments in lieu of dues (fair share payments) to the Federation. 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 Federation shall be liable to contribute to the Federation as representation costs an amount as determined by the Federation's Executive Board. The County agrees to deduct dues or an amount equal to the required monthly dues (fair share), as determined by the Federation's Executive Board, from the wages of each employee covered by this Agreement. The County agrees to remit payment of the total amount deducted from all covered employees to the Federation, in care of the designated Federation officer, 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 Federation, on a semi-annual basis.
- B. Religious Exemption: If an employee certifies in writing to the Federation 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 Federation and the employee, the provisions of Section 3.1A hereof shall not apply. An in-lieu-of fair share payment other than a non-religious charity may be mutually agreed between the Federation and the employee. In such instance, the Federation and the employee shall provide written notification and/or authorization to the County as applicable.

- C. Hold Harmless: The Federation 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.

Section 3.2-Labor Relations Training: Subject to the operating requirements of the Department, members of the Federation 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.

Section 3.3-Bulletin Boards: The County agrees to provide a designated bulletin board or designated bulletin board space for use by the Federation.

Section 3.4-Visits by Federation Representatives: Accredited representatives of the Federation will be granted reasonable access to County facilities and employees for the purposes of investigation of grievances and official Federation business, provided such visitation does not unduly interrupt the employees' work.

ARTICLE 4 - 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 Federation 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. The County will not lock out employees in this unit as a consequence of any dispute arising under the terms of this Agreement.

ARTICLE 5 - GRIEVANCE AND ARBITRATION

Section 5.1-Grievance Procedure: A grievance is a claim by an employee that the County has violated a provision of this Agreement. The purpose of this procedure is to secure, at the lowest possible level, mutually-acceptable solutions to grievances which may arise from time to time affecting bargaining unit employees.

Step 1:

The aggrieved employee, with or without an employee representative, may take up the grievance or dispute with the Department Head within ten working days of its occurrence.

Step 2:

- (a) If the matter is not settled within five working days of reference to the supervisor, the matter shall be reduced to writing by the grievant, including, but not limited to, the facts on which the grievance is based, the section or sections of the Agreement alleged to have been violated, and the relief sought. Such written grievance shall be presented to the Department Head in charge of the department within ten working days of reference of the matter to the supervisor. Before proceeding to the next step, the aggrieved employee, the Department Head, and the Director of Human Resources shall meet to attempt to resolve the grievance.
- (b) Such meeting shall be held within ten working days of the date the grievance is submitted to the Department Head. The purpose of the meeting is to assure that the grievance has been properly and thoroughly investigated.
- (c) The Department Head shall submit a reply to the Federation stating the disposition of the grievance and the reasons for the decision within five working days after the Step 2 meeting.

Step 3:

Should the Federation wish to pursue the grievance further, it shall have the right to submit the grievance in writing to the County Board of Commissioners, provided that such submission shall be within ten days from the date of the written response from the Department Head 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 days to the Federation representative.

Section 5.2-Arbitration: Should the Federation wish to submit a case to arbitration following Step 3, it shall do so by providing written notice of such submission to the County Board of Commissioners within ten working days from the issuance of the County Board of Commissioners' decision at Step 3.

- (a) Within one week of the submission of a dispute to arbitration, the Federation shall request from the State Conciliation Service a list of names of seven arbitrators. The parties shall alternately strike names from such list, with the Federation striking the first name. The last name remaining on the list shall be that of the arbitrator selected.
- (b) The arbitrator selected shall hold a hearing on the grievance and thereafter issue his/her decision on it. The arbitrator's decision shall be final and binding on both parties, but s/he shall have no power to alter in any way the terms of this Agreement. The arbitrator's decision shall be within the scope and terms of this Agreement, and s/he shall be requested to issue a decision within 30 days after the conclusion of the proceedings, including filing briefs, if any.

- (c) Expenses for the arbitrator's services shall be borne by the losing party as determined by the arbitrator. However, each party shall be responsible for its own representatives and witnesses and for any other expenses incurred by them.

Section 5.3: The time periods specified in this Article shall be binding on all parties, unless extended or modified, or modified by written mutual consent. If either party fails to follow such time limits, the following shall result:

- (a) If the grievant or the Federation fails to present the grievance at the next step in a timely fashion, the grievance shall be deemed waived.
- (b) If the County fails to respond to the grievance in a timely fashion at any step, the grievance shall be considered denied and may be pursued to the next step.

Section 5.4-Grievance Meetings: Meetings between the Department Head and/or the County Court or their designee(s) and representatives of the Federation shall be arranged at mutually-convenient times. The purpose of meetings with the Federation will be to adjust pending grievances and to discuss procedures for avoiding future grievances. In addition, the Federation 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.

ARTICLE 6 - PROBATIONARY PERIOD

Section 6.1-Probationary 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.

Section 6.2-Length of Probationary Period: Whenever a new employee is hired, promoted or transferred into a bargaining unit position, he/she shall serve a probationary period of twelve full months of employment or until certification by DPSST, whichever occurs later. Every new employee who successfully completes his/her initial probationary period shall become a regular employee. It is understood that, regardless of any other provision of this Agreement, an employee who does not obtain his/her Oregon DPSST certification within the time allowed may be discharged from employment for that reason, even if that employee has completed his/her probationary period.

ARTICLE 7 - DISCIPLINE AND DISCHARGE

Section 7.1: An employee who has completed the probationary period as defined in Article 6 of this Agreement shall not be disciplined or discharged without just cause. When appropriate, discipline shall be progressive in nature.

Section 7.2: Any disciplinary action other than an oral reprimand shall be in written form. A copy of the written statement of discipline shall be presented to the employee and the Federation and a copy shall be placed in the employee's personnel file. If an employee is suspended, demoted or discharged, he/she shall receive written notice specifying the reason or reasons for that action. If the County has reasons to discipline an employee, it shall attempt to do so in a manner that will not unduly embarrass the employee before other employees or the public.

Section 7.3-Disciplinary Investigations:

- A. When any bargaining unit member is under investigation and subjected to an interview which could reasonably lead to suspension or discharge, 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 Federation representation during the interview, the names of the interviewer and all other persons to be present during the interview.
 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 an anonymous complaint against a member is received, the County may determine if there are other known persons or evidence to substantiate it. If there are, then the County 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 confidential. 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 a Federation representative of his/her choice who may be present at all times during such interview. However, if the Federation representative is subject to the same investigation, the employee will be required to select an alternate representative. 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 County from ordering a member to cooperate with other agencies involved in criminal investigations. If any member fails to comply with such order, the County 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. Nothing contained herein shall preclude or prohibit any member from pursuing civil litigation for false or malicious complaints.

ARTICLE 8 - 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 Federation representative with written authorization of the employee, may inspect the contents of his/her personnel file upon either the employee's or the Federation representative's written request to do so to Human Resources. 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 Human Resources within 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 Human Resources 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 14 calendar days of the issuance of the discipline. Any other material placed in an employee's personnel file will be entered within 30 calendar days of the occurrence giving rise to the entry or 30 calendar days after the occurrence comes to the attention of the County, whichever occurs later.
- D. If any material reflecting critically or adversely on an employee is proven to be materially incorrect, it shall be removed from the personnel file. Any reports, correspondence or documents of an adverse nature, three years after the date they were written, may not be used against the employee for disciplinary purposes, provided no incident of a similar nature occurred in the intervening time. The County, however, may retain these dated disciplinary records in the file.

ARTICLE 9 - HOURS OF WORK

Section 9.1-Regular Hours: The regular hours of work each day shall be consecutive except for interruptions for rest and meal periods. The normal workday shall consist of seven and one-half hours exclusive of meal periods. The normal work schedule shall consist of 37.5 hours in a seven-day workweek with at least two consecutive days off. However, an employee may work a regular alternative schedule of 37.5 hours per week with the approval of the Department Head. Employees may also “flex” their schedule with the approval of the Department Head. Agreed-upon flex schedules will not result in overtime expense to the County unless the employee works more than 37.5 hours in the workweek involved.

Section 9.2: Except where continuous operations are involved, and insofar as consistent with the normal operations of the Community Corrections Department, all employees shall be scheduled to work a regular shift and each shift shall have a regular starting and ending time. Changes in regular work schedules may be made, provided that the employees are given at least 72 hours’ advanced notice of such schedule change. Such advanced notice will not be required in an emergency where the County reasonably believes that immediate action on its part is necessary to limit or avoid serious injury or damage.

Section 9.3: Employees shall receive an unpaid lunch break of at least 30 minutes and two paid breaks of 15 minutes during each work shift. Breaks shall be scheduled by the County.

Section 9.4-Reporting Pay: Employees reporting to work as scheduled, but not put to work through no fault of their own shall receive a minimum of four hours pay unless notified in advance that their services are not required. When an employee reports for and starts work as scheduled and completes more than four hours of work but less than his/her full shift, the employee shall be paid at his/her regular rate for his/her entire scheduled shift. The provisions of this section shall not apply if the failure to provide work is due to a condition beyond the County’s control.

Section 9.5-Call-Back: Employees may be subject to call-back during their off-duty periods in response to job emergencies. Employees shall maintain their current telephone number with the County. An employee who is called back into work outside of his/her regular shift shall receive a minimum of two hours’ pay at his/her overtime rate. This provision will not apply when the call back results from employee oversight, i.e., taking home necessary keys, equipment necessary at the County, etc. The provision does not prevent the County from calling employees for information not requiring call-back. The employee would not be required to remain home or available unless on standby. The County agrees that when employees are contacted at home by phone to conduct work, as authorized by a supervisor, they shall be compensated a minimum of one-half hour and compensated in one-half-hour increments for all time after the initial one-half hour. Phone calls on off-duty time that require a detainer be faxed will be compensated at least one-half hour.

Section 9.6-Overtime: All time for which an employee is compensated at the regular, straight-time rate of pay, except on-call time but including holiday time off, compensatory time off, and

other paid leave, shall be counted as time worked. An employee who works beyond 37.5 hours shall be compensated at the time-and-one-half rate. Employees shall receive permission from their supervisor before working overtime. Employees are encouraged to work with their supervisor to flex their schedules to avoid overtime liability. It is the employee's responsibility to report overtime hours worked to his/her supervisor. Working on an employee's regular scheduled day off will be compensated at the overtime rate, unless mutually agreed to be flexed. Overtime shall be paid at the time-and-one-half rate, unless the County and the employee mutually agree to have the employee accrue compensatory time off in lieu of overtime. If compensatory time is used, it shall be credited at the appropriate overtime rate. Any compensatory time accrued in excess of 75 hours will be paid off in the pay period in which it was earned. All compensatory time accrued before June 1 will be used or paid prior to June 30 of each year.

No application of this Article shall be construed or interpreted to provide for compensation for overtime at a rate exceeding time and one-half, or to effect a "pyramiding" of overtime, i.e., time and one-half.

Overtime shall be voluntary except during periods of emergency or unless management is unable to fill a work assignment by voluntary means.

The parties agree that an employee's compensatory time is payment for work already accomplished. Compensatory time may be used by the employee in lieu of vacation or sick leave.

ARTICLE 10 - HOLIDAYS

Section 10.1-Recognized Holidays: The following shall be recognized as holidays:

New Year's Day	Labor Day
Martin Luther King Day	Veterans Day
President's Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

Section 10.2-Eligible Employees: Each regular full-time employee who works or is on paid leave on his/her last regularly-scheduled day before and his/her regularly-scheduled day after any of the above holidays shall be eligible for holiday pay.

Employees who are on layoff or unpaid leave of absence are not eligible for holiday pay for holidays occurring during the layoff or leave.

Section 10.3-Holiday Pay: An eligible, full-time employee whose normal schedule is 7.5 hours per day shall receive 7.5 hours' pay for each of the holidays listed above. All other employees shall receive eight hours' pay for each of the holidays listed above which falls on a regularly-scheduled workday and on which they will perform no work.

A regular part-time employee who is regularly scheduled for not less than one-half the regular scheduled hours per month for the department in which he/she works and who satisfies all other conditions for holiday pay eligibility as stated in Section 10.2 above, shall receive each paid holiday which occurs on his/her regularly-assigned duty hours or days, on a pro rata basis.

Employees on an alternative work schedule may accrue holiday hours up to a maximum of 75 hours. The use of the accrued hours will be scheduled by mutual agreement between the employee and his/her supervisor.

Section 10.4-Weekend Holidays: Whenever a holiday shall fall on Sunday, the succeeding Monday shall be observed as the holiday. Whenever a holiday shall fall on a Saturday, the preceding Friday shall be observed as the holiday. However, where continuous operations are involved, should a day of holiday observance fall on an employee's regularly-scheduled workday, in lieu of observance of the holiday on that date, another day off may be scheduled as the employee's holiday.

Section 10.5-Holiday During Leave: Should an employee be on authorized leave when a holiday occurs, each holiday shall not be charged against such leave.

Section 10.6-Holiday Work: Subject to the exception provided for continuous operations in Section 10.4 above, if an employee works on any of the holidays listed in Section 10.1 he/she shall, if eligible, receive 7.5 hours' pay, and one and one-half times his/her hourly rate for each hour he/she actually works on the holiday.

ARTICLE 11 – 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 12 - SICK LEAVE

Section 12.1-Accumulation: After an employee has completed six full months of employment, he/she shall be credited with 45 hours of accrued sick leave. Thereafter, the employee shall continue to accrue sick leave at the rate of 7.5 hours per month for each calendar month of active employment. 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 11.2 hereof.

Section 12.2-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) Necessary medical or dental care;
- (d) 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;
- (e) Serious illness in the employee's immediate family, which shall be defined to include the employee's mother, father, spouse, same-gender domestic partner, brother, children and grandparents, or any relative residing in the employee's immediate household.

Section 12.3: Accumulated sick leave shall be payable at the employee's regular straight-time rate commencing with his/her first scheduled workday absent because of illness or injury and continue for the duration of the illness or injury or until the employee's sick leave bank is exhausted.

Section 12.4:

- (a) The County may require a physician's certification of the nature and duration of an employee's disability from work (including the current status and condition of a disabled employee), of an employee's ability to return to work, or an employee's ability to physically or mentally perform his/her job. If the County specifies the physician to be visited by the employee, the County will pay any costs of the exam not covered by insurance.
- (b) Should the County have reasonable cause to believe an employee is misusing sick leave, certification by an attending physician or practitioner showing sufficient disability to require the employee's absence from his/her duties may be required of an employee as a precondition to receipt of compensable sick leave. If the certification does not show such disability, sick leave shall not be paid and the employee will be subject to disciplinary action.
- (c) Employees shall be expected to schedule medical and dental appointments at times that will minimize the interference with the employee's work time.

Section 12.5: In the event an employee suffers from "sickness" and is unable to perform his/her duties, he/she shall notify his/her supervisor of this expected absence and the nature and expected length thereof prior to the start of the employee's regular work shift.

Section 12.6-Workers' Compensation: When an injury occurs in the course of employment, the injured employee's accrued sick leave shall be utilized to pay the employee the difference between payments received under Workers' Compensation and his/her regular salary until his/her sick leave is exhausted. In such instances, prorated charges will be made against the employee's

accrued sick leave. Regular salary for the purposes of this section shall be defined as the employee's gross salary less the state and federal tax deductions and FICA.

Section 12.7: 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 provided in Section 11.9 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 education or training purposes.

Section 12.8: A regular part-time employee who is regularly scheduled for not less than one-half the regular scheduled hours per month for the department in which he/she works shall accrue sick leave on a pro rata basis.

Section 12.9: Upon the service or disability retirement of an employee, the full amount of the employee's accumulated sick leave shall be reported to the Public Employees Retirement System ("PERS"), and, pursuant to procedures of PERS, taken into account in determining the employee's retirement benefits.

ARTICLE 13 - VACATION LEAVE

Section 13.1-Amount of Vacation and Eligibility Requirements:

- A. Regular full-time employees who have at least one year of continuous employment with the County shall be entitled to annual paid vacation in accordance with the following schedule:

LENGTH OF EMPLOYMENT	AMOUNT OF VACATION
1 to 4 years	10 workdays
4 years	11 workdays
5 years	12 workdays
6 years	13 workdays
7 years	14 workdays
8 years	15 workdays
9 years	16 workdays
10 years	17 workdays
12 years	18 workdays
14 years	19 workdays
15 years	20 workdays

- B. For the purposes of this Article, a workday shall be considered as 7.5 straight-time hours for employees who work for the Courthouse or other department with a normal workday of 7.5 hours and eight straight-time hours for all other employees.

Section 13.2-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 month shall be included as continuous employment.

Layoffs of one month or more, or leave of absences of one 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 year of the layoff shall be entitled to credit for service prior to the leave or layoff.

Section 13.3-Scheduling: Employees shall be permitted to request either a split or single vacation. Whenever possible, consistent with the judgment of the Department Head 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 seniority; provided, however, each employee will be permitted to exercise seniority only once a year. The County shall have the final determination of vacation times based on operations and the availability of vacation relief.

Section 13.4-Vacation Leave Accumulation: Employees may accumulate vacation leave up to 25 working days (187.5 straight-time hours for employees who work in the Courthouse or other department where the normal workday is 7.5 hours, 200 straight-time hours for all other employees). An employee who is about to lose vacation credit because of accrual limitations and who, because of County insistence, has been unable to schedule and take sufficient amounts of vacation in the current year in order to avoid exceeding such maximum accrual, may, by notifying his/her supervisor at least 30 days in advance, absent him/herself to prevent loss of this vacation time. In such instances, such action taken by the employee shall not constitute a basis for disciplinary action of loss of pay.

Section 13.5-Part-Time Employees: A regular part-time employee who is regularly scheduled for not less than one-half the regular scheduled hours per month for the department in which he/she works shall accrue vacation on a pro rata basis.

Section 13.6-Termination or Death: Upon termination or death of a regular full-time employee who has completed at least one year of continuous employment, compensation for all accumulated vacation shall be paid to the employee or his/her heirs.

ARTICLE 14 - OTHER LEAVES OF ABSENCE

Section 14.1-Leave of Absence:

- (a) Leaves of absence without pay for a limited period not to exceed 30 calendar days may be granted for job-related educational or training purposes or for other reasons satisfactory to the County where in the judgment of the Department Head 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 Department Head 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.
- (b) Leaves of absence shall not be approved for the purpose of accepting employment outside of the service of the County, and notice that the employee has accepted employment or entered into a full-time business or occupation may be accepted by the County as resignation. Any employee who is granted a leave of absence without pay under this section and who for any reason fails to return immediately upon the expiration or termination of said leave shall be considered as having resigned his/her position with the County.
- (c) Employees on leave without pay, for any reason, shall not accrue any benefits and must utilize any paid leave which is available to cover the absence before they may take unpaid leave.

Section 14.2-Jury Duty: Regular full-time employees shall be granted leave with full pay any time they are required to report for jury duty or jury service. Any eligible employee shall endorse any jury fee (excluding mileage and meal allowances) to the County as a condition to the receipt of jury pay. If an employee is excused or dismissed from jury duty or service prior to noon, he/she shall promptly report for work.

Section 14.3-Funeral Leave: Regular full-time employees shall be allowed up to three days' leave with pay (22.5 hours' pay for employees who work in a department where the normal workday is 7.5 hours; 24 hours' pay for other employees) for scheduled work time lost when necessary to arrange for and/or attend the funeral of a member of the employee's immediate family. Immediate family for the purpose of this section shall mean the employee's spouse, parent, child, brother, sister, grandparent, father-in-law, mother-in-law, grandchild, and any relative residing in the employee's immediate household. Time off for funeral leave shall run concurrent with time off under the Oregon Family Leave Act (OFLA).

Section 14.4-Military Leave: An employee who has received official orders from any Reserve component of the armed forces of the United States shall be given such military leave without pay as may be provided by law.

Section 14.5: Each eligible employee, as defined by Section 10.2, shall receive three paid personal leave days each year on his/her anniversary date. The days shall be scheduled by mutual agreement between the employee and his/her supervisor. If a personal day is not used prior to his/her next anniversary date, it will be lost.

ARTICLE 15 - HARDSHIP LEAVE POLICY

Wasco County, in coordination with the Family Medical Leave Act (“FMLA”) and Oregon Family Leave Act (“OFLA”), shall allow a permanent County employee, who has an eligible family member or who him/herself is suffering from a serious health condition, as defined by FMLA/OFLA, and has exhausted all other paid leave, to receive additional sick leave through a voluntary transfer of vacation leave from a donating County employee under the following circumstances:

(a) Donating Employees:

1. A permanent Wasco County employee, working half time or greater, who chooses to donate leave must donate accrued vacation leave in full 7.5-hour blocks.
2. Donating employees must maintain a minimum vacation accrual balance of five working days (37.5 hours) after the number of donated days has been subtracted from their vacation balance.
3. Donating employees shall complete and sign a form approved by the County authorizing the donated hours to be credited to the recipient employee.

(b) Recipient Employees:

1. Employees eligible for leave under FMLA/OFLA may receive donated vacation days from donating employees. Donated vacation days shall be credited to the recipient employee’s sick leave accrual balance on a day-for-day basis.
2. To receive donated leave, an employee must apply for, and receive, approval for leave under FMLA/OFLA. An employee may only request leave for a serious health condition for his/herself, spouse, parent, parent-in-law, child, or step-child.
3. The period in which an employee may received donated leave is the period of FMLA/OFLA-qualified leave which would otherwise be unpaid because all leave balances have been reduced to zero. Employees may not be receiving non-duty disability or workers’ compensation benefits while receiving donated leave.

(c) Procedure and Limitations:

1. FMLA/OFLA eligibility must be established prior to implementing procedures for hardship leave. To apply for FMLA/OFLA, an employee needs to obtain a request form from the Employee & Administrative Services Office.
2. Employees must arrange for the donation of days on the appropriate forms, available at the Employee & Administrative Services Office, seven days in advance of the need of the recipient employee. Donating employees will have 14 days to make their donations after the posting of the request for donations. The Director of Employees & Administrative Services may extend the time limits at his/her discretion.
3. All donated days are subject to all sick leave rules and policies. In the event donated days are not used by the recipient employee, they will remain as accrued sick leave available to the recipient employee, subject to all sick leave rules and policies. In the event the recipient employee dies or leaves the County employment, the sick leave will be forfeited.
4. Donation and receipt of donated days may be between employees without regard to bargaining unit membership. Any employee federation or association representing Wasco County employees must agree to participate in this program for leave to be donated to other Wasco County employees. If a federation or association opts out of participation for the employees they represent, all other eligible Wasco County employees may still participate in this program.
5. The County shall not assume any tax liabilities that would otherwise accrue to the employee.
6. The County shall keep the source of all donated leave confidential.

ARTICLE 16 - COMPENSATION

Section 16.1: Employees on the payroll as of the date of ratification of the contract shall be compensated at the following rates of pay, based on a 37.5-hour workweek, for the following periods:

July 1, 2014 to June 30, 2015 (reflects 1.75% wage increase)

Step	1	2	3	4	5
Monthly Pay	\$3,611.15	\$3,791.77	\$3,981.19	\$4,179.42	\$4,389.77

Effective July 1, 2015, employees shall receive a wage increase of 1.75%, and the wage scale shall be as follows:

Step	1	2	3	4	5
Monthly Pay	\$3,674.34	\$3,858.12	\$4,050.86	\$4,252.56	\$4,466.59

Effective July 1, 2016, employees shall receive a wage increase of 1.75%, and the wage scale shall be as follows:

Step	1	2	3	4	5
Monthly Pay	\$3,738.64	\$3,925.64	\$4,121.75	\$4,326.98	\$4,544.75

Section 16.3-Movement on the Schedule:

- (a) An employee shall be eligible for a step increase as provided in 15.1, provided his/her performance has been satisfactory. If denial of a step increase is contemplated, the employee shall be notified of his/her unsatisfactory performance prior to his/her anniversary date. Such notification will include specific objective areas of deficiency. Within 30 days of such notification, the employee and his/her supervisor will meet to establish a work plan which will set specific goals for the employee to meet in order to correct his/her deficient performance. The work plan will set forth regular review times. The employee will be granted the step increase upon successful completion of the work plan.

Section 16.4-Paychecks: Payroll checks will be issued on, or the nearest business day prior to, the 25th and the 10th of the month. Emergency pay draws will only be allowed with the consent of the Director of Human Resources, or the Department Director, and the County Judge.

Section 16.5-Longevity Pay: Employees covered by this Agreement shall be paid per month \$25 at five years of service with the County, \$50 at ten years of service with the County, \$75 at 15 years of service with the County and \$100 at 20 years of service with the County as longevity pay. The longevity amount is pro-rated for part-time employees who work over 21.75 hours per week. Employees who work less than 21.75 hours per week are ineligible for longevity pay.

Section 16.6-Certificates:

- (a) Any employee who has been employed by the Wasco County Community Corrections Department for at least six months and who possesses an Intermediate Certificate from DPSST in the field in which he/she is then working shall received a premium of 2.5 percent per month in addition to his/her regular salary.
- (b) Any employee who has been employed by the Wasco County Community Corrections Department for at least six months and who possesses an Advanced Certificate

from DPSST in the field in which he/she is then working shall receive a premium of 5 percent per month in addition to his/her regular salary.

Section 16.7-Premiums: While assigned to perform duties of a lead officer, the employee shall receive a 3 percent differential.

ARTICLE 17 - LAYOFF AND RECALL

In the event of a layoff of employees in a department, selection of employees retained will be in accordance with the seniority of the employees in that department. Seniority shall be defined as length of employment as a Parole and Probation Officer for the County. Seniority shall be lost if an employee quits, is discharged or has a break-in-service of over one (1) year.

Except in unusual circumstances, employees shall normally be given at least two (2) weeks' notice of layoff. Employees shall be recalled from layoff in the reverse order of the layoff.

ARTICLE 18 - INSURANCE AND RETIREMENT

Section 18.1-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. The County will provide this coverage to all employees who have had paid hours for that month.
- B. Effective July 1, 2014, and effective on July 1 of each subsequent year of this Agreement, the County will adjust its contribution in an amount equal to 100 percent for employees and 75 percent for the employees plus one and/or employee plus family 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.

Section 18.2-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 dental insurance plan in place as of the execution of this Agreement or reasonably comparable dental insurance plan. The County will contribute 100 percent of the employee-only rate per month towards the premium cost of such dental insurance through the remaining term of this agreement.

Section 18.3-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 ten dollars (\$10.00) per month for each eligible employee.

Section 18.4-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.

Section 18.5-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 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.

Section 18.6-Life Insurance: The County shall pay the premium for life insurance coverage at the same level as the Sheriff's Deputies throughout the term of this Agreement.

ARTICLE 19 - MISCELLANEOUS

Section 19.1-Nondiscrimination: The County and the Federation agree that each will fully comply with applicable laws and regulations regarding discrimination.

Any claimed violation of this section may be processed under the provisions of Article 5 of this Agreement or the County's ADA/Section 504 grievance procedure. However, if an employee files a complaint with any external public agency or with a state or federal court, the discrimination complaint procedure or the grievance shall automatically terminate. The grievance will proceed to binding arbitration under the provision of Article 5 (grievance procedure) only if the employee signs a waiver of her/his right to file a complaint with a state or federal agency or court and agrees to accept the arbitrator's decision as final and binding.

Section 19.2-Safety Committee: The Federation may select an employee representative to be included as a member of the County Safety Committee. The Federation may also bring safety issues to the attention of the County, and will work with the County to address these issues and otherwise promote health and safety in the workplace.

Section 19.3-Off-Duty Activities: Off-duty activities of employees will not subject them to disciplinary action by the County unless such activities are illegal or a conflict of interest with the employees' duties or the mission of the County.

ARTICLE 20 - SAVINGS CLAUSE AND FUNDING

Section 20.1-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 hereof.

Section 20.2-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.

ARTICLE 21 - TERM OF AGREEMENT

This Agreement shall be in full force and effect from the date of signing of this Agreement, unless otherwise indicated in this Agreement, through June 30, 2017. It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing not later than March 1, 2017 or subsequent March 1 that it wishes to modify this Agreement for any reason. In the event such notice is given, negotiations shall begin not later than 30 calendar days after said notice. The Federation's negotiating team, to be composed of no more than two on-duty em-

ployees, shall be permitted to attend negotiation meetings with the County relative to securing a successor agreement without loss of pay, unless such absences hamper the normal operations of the Community Corrections Department. The Agreement shall remain in full force and effect during the period of negotiations.

WASCO COUNTY FOPPO

_____ Date _____
Chris Carey, President

_____ Date _____

ATTEST:

Kathy White
Executive Assistant

WASCO COUNTY COURT

_____ Date _____
Scott Hege, County Commissioner

_____ Date _____
Steve Kramer, County Commissioner

_____ Date _____
Rod Runyon, County Commissioner