

**WASCO COUNTY BOARD OF COMMISSIONERS**  
**REGULAR SESSION / AGENDA WEDNESDAY, JUNE 21, 2017**  
**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 from three 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. If you require an interpreter, please contact the Commission Office at least 7 days in advance.

**Las reuniones son ADA accesibles.** Por tipo de alojamiento especiales, por favor póngase en contacto con la Oficina de la Comisión de antemano, (541) 506-2520. TDD 1-800-735-2900.

Si necesita un intérprete por favor, póngase en contacto con la Oficina de la Comisión por lo menos siete días de antelación.

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
- [Discussion Items](#) (Items of general Commission discussion, not otherwise listed on the Agenda;: [Surveyor Contract](#); [Rock Fort Deed](#); [May Finance Report](#);
- [Consent Agenda](#) (Items of a routine nature: minutes, documents, items previously discussed.): [Minutes- 6.7.2017 Regular Session](#); [6.8.2017 Work Session](#); [Reappointments](#); [JCP Agreement](#); [Burn Ban](#); [Newspaper Designated for Foreclosure Notice](#); [APHIS Wildlife Services Plan Agreement](#); [Surplus Order](#);
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9:30 a.m.        [Outdoor Mass Gathering Hearing](#) -File# PLAOMG-17-04-0002 - Dustin Nilsen

10:30 a.m.        [Employee Handbook](#) – Nichole Biechler

10:45 a.m.        [MCEDD Annual Agreement & EDC Quarterly Report](#) – Carrie Pipinich

11:15.            [Mapping Agreements](#)  
                      [GIS Service Agreements](#) – Tycho Granville  
                      [ORMAP Agreement](#) – Bradley Cross

11:25 a.m.        [Facilities Agreements](#) – Fred Davis  
                      [Painting Contract](#)  
                      [Bell Design Amendment](#)

11:35 a.m.        [QLife Budget Approval](#) – Mike Middleton

11:45 a.m.        [Insurance Report](#) – Mike Courtney

**LUNCH RECESS**

1:30 p.m.        [MCCOG Questions](#)

2:00 p.m.        [Executive Session – Per ORS 192.660\(2\)\(e\) Real Property Transactions; ORS 192.660\(2\)\(h\) to consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.](#)

**COMMISSION CALL**  
**NEW/OLD BUSINESS**  
**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  
JUNE 21, 2017

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

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

Ms. White explained that two re-appointments on the Consent Agenda are there in error – Order 17-038 appointing Del Cesar to the Board of Property Tax Appeals and Order 17-040 appointing Dee Ashley to the Board of Property Tax Appeals. In addition, she stated that Order 17-038 should be for Delphene Thorton to be reappointed to the Board of Property Tax Appeals. She asked that these corrections be added to the motion when approving the consent agenda.

Mr. Stone asked to add DEQ monitoring proposals to the Discussion List.

<b>Discussion List – Surveyor Contract</b>
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Wasco County Surveyor Bradley Cross explained that this agreement with Hood River County will better align costs to ensure Wasco County is being appropriately compensated for the time he spends as their Surveyor. He added that it will make budgeting easier for both counties.

Commissioner Hege asked if the agreement will accommodate changes. Mr. Cross replied that the agreement places him in Hood River two days each week. He stated that the work load for each county ebbs and flows and seems to even out over time. He said that if for some reason the work load in Hood River

County completely falls off, that would have an impact on the arrangement.

Vice-Chair Kramer noted that the biannual invoicing would be an opportunity to make adjustments if necessary.

Commissioner Hege asked if Mr. Cross will be tracking his time. Mr. Cross responded that although the fee for his services in Hood River County is fixed, he will still be tracking his time.

Mr. Stone said that he supports the arrangement as long as we are monitoring services and covering our costs. Should too much time be needed in Hood River County, then discussions should be opened to modify the arrangement.

**{{{Commissioner Hege moved to approve the Intergovernmental Agreement between Wasco County and Hood River County for the provision of County Surveyor services. Commissioner Kramer seconded the motion which passed unanimously.}}}**

<b>Discussion Item – May Finance Report</b>
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Finance Director Mike Middleton reviewed his report included in the Board Packet. He noted that when budgeting property taxes the County anticipates receiving 94% on time with most of the balance being collected later; this year we will probably get over 94% which will decrease what we predicted to receive later.

Mr. Middleton pointed out that fees are at 112% of budget prediction. He explained that last year we were at 132% of budget for the fees and therefore had budgeted higher; we will need to budget even higher to be closer to actuals.

Commissioner Hege noted that April of 2017 fees were three times higher than last year's average. Mr. Middleton replied that it was largely due to the extreme winter weather that delayed activities requiring permits; once the snow cleared, activity spiked.

Mr. Middleton went on to say that Miscellaneous Revenue was up due to the collection process for the Tooley Terrace project. He said that there were three outstanding liens - one has already paid; one will be paid off in July and one will be paid off in August.

Commissioner Hege asked if we had any SRS funding last year. Mr. Middleton replied that he would have to look but believes over \$200,000 came in for 2016;

that was down for this year. Commissioner Hege commented that we budgeted \$112,000 for this year. Mr. Middleton replied that he would have to look but thinks that payments are made rather than a lump sum.

Chair Runyon observed that the WCCCF Fund has been renamed to Youth Think which accurately reflects the purpose of that fund; he thanked Mr. Middleton for the correction.

#### Discussion List – Rock Fort Deed

Mr. Stone stated that this discussion began when the City of The Dalles was looking for property to put in the marine terminal; at that time we agreed to do that if they would also take on Rock Fort. This is finally coming to fruition and the deed will complete that agreement, transferring the property to the City of The Dalles.

Chair Runyon asked if the Sheriff's Office will have any more responsibility for Rock Fort. Mr. Stone replied that they would not, it will be under the City's jurisdiction.

Commissioner Hege pointed out that the deed does not specify the size of the parcel. Mr. Stone said that he thinks it is around 5 acres; it butts up to the Corps of Engineers/BPA substation and goes all the way to Rock Fort.

**{{{Commissioner Kramer moved to approve the deed, with the addition of acreage, transferring ownership of Rock Fort to the City of The Dalles. Commissioner Hege seconded the motion which passed unanimously.}}}**

Chair Runyon stated that the next step will be for the City to accept the deed.

#### Consent Agenda – Minutes, Agreements, Reappointments

**{{{Commissioner Hege moved to approve the Consent Agenda with changes noted by staff. Commissioner Kramer seconded the motion which passed unanimously.}}}**

The Board pointed out that the annual burn ban is on the consent agenda and will go into effect on July 1<sup>st</sup>.

#### Discussion List – DEQ Proposal

Mr. Stone reported that the DEQ has asked to bring in the same type of equipment they have used in the past to monitor air quality for a year-long study. They will place one monitoring station at Public Works and another



across the road at a higher elevation. Both locations are County-owned – 2705 E. 2<sup>nd</sup> Street and 211 E. 10<sup>th</sup> Street.

Chair Runyon asked if there have been more meetings regarding the air quality issue. Mr. Stone replied that there was one with DEQ and one with OSHA. The indoor air quality at Public Works shows higher levels of CO<sub>2</sub> later in the day which is to be expected. He said that the only thing the monitoring showed regarding the fumes from the tie treatment is that there could be a slightly elevated risk if you lived there for 70 years and were there 24/7.

<p><b>Agenda Item – Outdoor Mass Gathering Permit Application</b> <b>Public Hearing</b></p>
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At 9:26 a.m. Chair Runyon opened the Public Hearing regarding PLAOMG-17-04-0002: Outdoor Mass Gathering permit for a music festival campout entitled “Northwest 420 Fest” April 20-23, 2017. Maximum attendance is 1,500 including staff and volunteers.

Chair Runyon explained the hearing process and asked the following questions:

- *Do any Commissioners wish to disqualify themselves for any personal or financial interest in this matter?* Commissioner Kramer recused himself from the process, retaining his ability to make comment or ask questions. He cited his relationship, by marriage, with the property owners.
- *Does any member of the audience wish to challenge the right of any Commissioner to hear this matter?* There were none.
- *Is there any member of the audience who wishes to question the jurisdiction of this body to act on behalf of Wasco County in this matter?* There were none.
- *Do any Commissioners need to disclose ex-parte contacts?* There were none.

Chair Runyon asked Senior Planner Dustin Nilsen to present the Staff Report.

Commissioner Hege observed that this is an application for an event that is proposed to happen in the past. Mr. Nilsen responded that the application was received prior to the event but was incomplete, missing a required signature that did not come in until April 4<sup>th</sup> – just two weeks prior to the event. He stated

that the applicant was notified that there would not be enough time to have the hearing prior to the event; they elected to move forward with the event with a hearing following that. Mr. Nilsen stated that this is not the normal process; all other Outdoor Mass Gathering Hearings have occurred prior to the event.

Mr. Nilsen reviewed his report and presentation included in the Board Packet. He stated that the County cannot add rules to the permit process – those are determined by the State. The County can expand the definition of Outdoor Mass Gathering. He explained that the statutes state that if the applicant meets or demonstrated the ability to meet the minimum requirements, the County *shall* issue the permit.

At the end of his presentation, Mr. Nilsen stated that there had been no approval from the Sheriff, Public Health or the Fire Marshall. He said that these things might have been accomplished had there been more time. He stated that the Planning Department must recommend denial of the application.

Commissioner Hege asked if there is language in the statute directing what must be done in the case where the applicant does not meet the minimum requirements. Mr. Nilsen replied that he would hope that the Board's decision would be based on law but that there is not a provision stating that the Board "shall not approve" under certain circumstances.

Commissioner Hege asked if there has been anything provided after the fact for the missing items. Mr. Nilsen responded that he contacted some of the will-serve businesses; Bishop did provide porta-potties and Best Defense was on-site.

Chair Runyon asked if the Health Department visited the site. Mr. Nilsen replied not to his knowledge. He said that those inspections occur through the application process but the process was not completed.

Chair Runyon opened the floor to the applicant and public comment.

Mike Filbin said that he leased the ground for them to put on the event and then he got a letter from the County saying that he would be fined. He said that they should be fined; he doesn't know what he is doing here.

Jeremy Posey, owner of Energy Falls, stated that he hired Roman Fey as his event coordinator. He stated that at no time was he told that the event was not in compliance. He said that Mr. Fey lied to him and agreed that Energy Falls would pay. He stated that he wanted to be in compliance but Mr. Fey did not inform

him until 2:19 p.m. the day of the event.

Chair Runyon asked if Mr. Posey was involved with the application. Mr. Posey replied that he was not; Mr. Fey lied to him and to his Aunt. He stated that he hired Mr. Fey as the coordinator but he did not share information.

Mr. Nilsen said that the Planning Department did send notice to both the owner and the coordinator.

Mr. Posey said that he did not receive notice until April 19<sup>th</sup>.

Mr. Filbin stated that he could confirm that Mr. Fey did misrepresent. He stated that the event was supposed to be about stainless steel brewing equipment but then items were posted on Facebook about marijuana. He said that they jumped on Mr. Fey about that but Mr. Fey claimed that the postings were just a way to get people to attend. He said that he told Mr. Fey that they wanted no part in anything to do with drugs. He stated that it was all phony. He said that he did not get notification that he would be liable for a fine until April 24<sup>th</sup>.

Chair Runyon asked where Mr. Fey is. Mr. Posey replied that Mr. Fey did not show up; he was fired. He stated that Mr. Fey did a lot of things behind his back. Chair Runyon asked if Mr. Fey was a partner or an employee. Mr. Posey replied that he had hired Mr. Fey as an event coordinator to promote the business.

Commissioner Hege asked if the applicant is Energy Falls. Mr. Nilsen confirmed. Commissioner Hege asked who is then responsible. Mr. Nilsen replied that the statute holds the landowner responsible; the applicant is required to comply, but responsibility falls back to the landowner. He said that is why the signature of the landowner is required. He stated that when the application was submitted, the only signature was Roman Fey. He said that Jennifer Filbin then signed but also was not a landowner. Finally, Katherine Filbin – one of the landowners – came in and signed the application; at that point, there was not enough time to complete the process.

Commissioner Hege asked if the food vendors had been inspected by Public Health. Mr. Posey replied that as far as he knows all the food vendors were local and licensed.

Commissioner Hege asked if there had been any involvement by Public Health; had they inspected for drainage? Mr. Posey replied that he did not know.

Commissioner Hege asked if there had been a physician on-site. Mr. Posey

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replied that they had a full medical tent but he does not know if there was a physician.

Commissioner Hege asked if they had an approved fire plan. Mr. Posey stated that Mr. Fey had said he called the Fire Marshall's office but did not hear back from them. Mr. Filbin added that there is not a fire district in the area. Commissioner Hege responded that the absence of a fire district is exactly why they needed the fire plan.

Commissioner Hege asked if there had been a traffic plan. Mr. Posey replied that they had contacted ODOT and had put out signs and designated parking, etc.

Commissioner Hege noted that Hwy197 is not a County road. Mr. Nilsen responded that Public Works just coordinates for that portion of the application; traffic can impact right-of-ways and other access roads.

Chair Runyon asked Mr. Posey if this had been his first event. Mr. Posey replied that it was. Chair Runyon asked how much communication there had been between Mr. Posey, Mr. Fey and the Filbins. Mr. Posey responded that they had never sat down together. Mr. Fey suggested the Filbin property and selected the site.

Commissioner Hege asked how many people had attended the event. Mr. Posey replied that they had 105 ticket sales. Commissioner Hege asked how long the event has lasted. Mr. Posey replied that it was Thursday, Friday and Saturday. Mr. Nilsen noted that the application was for 1,500 and listed as a commercial event.

Jennifer Filbin stated that she was the "go-between." She said that Mr. Fey and his brothers came and presented it as a trade show for brewery and restaurant equipment. She said when they called it "420," they said it was just for advertisement. She stated that she told them that her family did not want anything to do with dope. She said she questioned them again when the Facebook postings appeared and they again told her it was just for advertising purposes. She reported that on March 8<sup>th</sup>, Mr. Fey asked her to sign papers at the Planning Department; he asked again on March 16<sup>th</sup> and then she did. She said that Mr. Nilsen stated that one of the parents would have to sign so she got her mother to sign. She said that at that point, she thought everything was okay; on April 24<sup>th</sup> her parents got the letter regarding the fine. She said that had they known, they would not have gone forward with the event. She added that they



had signed an agreement saying that if they backed out of the event they would be liable for 70% of the costs.

Chair Runyon asked Mr. Nilsen how much contact he had had with the Filbins. Mr. Nilsen replied that Planning realized in November that the event would be problematic; all the material and correspondence is documented. He stated that he was only in contact with Jennifer Filbin regarding the signatures; all the communication was with the applicant through Roman Fey – he was the contact listed on the application.

Commissioner Hege asked if there was communication prior to April 19<sup>th</sup>. Mr. Nilsen replied that there was; Planning offered options and warned that the event was not in compliance.

Chair Runyon asked if it had been explained to the Filbins that the owner is ultimately responsible. Mr. Nilsen replied that they had not been advised of that; landowners are not engaged in the process except to consent to the use of their property. He stated that no action can be taken until there is a violation. Ms. Filbin commented that when the check was cashed, she took that to be an indication that everything was good. Chair Runyon explained that the fee is to pay for the process and is not a guarantee of approval. Mr. Filbin said that they should get that money back; the County shouldn't get double paid.

Chair Runyon said that he assumes Mr. Posey has read the materials about putting on an event and asked him what he thinks should happen. Mr. Posey responded that he relied on his coordinator and paid all the bills.

County Counsel Kristen Campbell stated that it is important to understand that landowners are imputed with knowledge of the law that governs their land; it is not a defense to say that they did not know the law.

Mr. Filbin stated that the event applicant insured the event and he contacted his insurance company to make sure it was adequately covered. He stated that he puts on rodeos and insures those events.

Ms. Filbin stated that the paperwork doesn't say anywhere that the landowner will be held responsible. She asked how they would know; they sign things all the time.

Commissioner Hege said that unfortunately the event coordinator should have communicated with the owners and did not. Ms. Filbin asked why they weren't advised when they came in to sign. Commissioner Hege replied that as

landowners, they bear responsibility for what happens on their land.

Commissioner Hege asked what happens if the Board denies the permit. Mr. Nilsen replied that the Board has the right to assess a penalty not to exceed \$10,000. He added that notice was sent by certified letter to Energy Falls at 212 Terminal Avenue. Mr. Posey stated that he never received it.

Commissioner Hege asked if there is any path for approval. Mr. Nilsen replied that the Board would have to retroactively find that the applicant met requirements that were not met. He said that the Board is the only authority to approve or disapprove.

Commissioner Hege said that he believes the Filbins were duped but he does not want to get into a situation where the Board approves something that was not done. He stated that at the same time, he does not want to punish the wrong people.

Mr. Stone stated that the applicant did not meet the requirement; the Board can deny the application and then decide on the imposition of a fine for moving forward without the proper approvals. He said that this is challenging but his understanding is that significant effort was made to with the applicant to ensure requirements were met; for whatever reason they ignored them. He said that staff recommends denial – the Board approves or denies; imposes a fine or not.

Commissioner Hege stated that moving forward, when applicants are sent letters, perhaps the landowners should be included. Mr. Nilsen observed that that is the process for land use decisions as well – this is not a land use decision, but that process could be adopted for the Outdoor Mass Gathering permits.

Chair Runyon asked what the costs were for the event. Mr. Posey replied that it was about \$17,000 after ticket sales. Chair Runyon said he would like to see Mr. Fey.

Radio news reporter Rodger Nichols stated that from a newsperson's viewpoint, he would see these people as victims. He said obviously the Board must deny but maybe just a symbolic fine would be in order.

Ms. Campbell stated that for legal precedent, we do not want to absolve landowners of their responsibility; their signature is to inform us that they are in the loop.

Chair Runyon stated that he understands that but thinks that our communications should be improved for future applications.

Mr. Filbin said that if someone comes on their property without their knowledge they can be sued. He said he sent it through his insurance company to make sure everything was good. He said he never got paid on the lease but backed off of collections because he understood what Mr. Posey was facing.

Mr. Nilsen said that what we don't want is for applicants to write the fee into their profit margin; we don't want to create incentive for them to ignore the process and ask for forgiveness afterward.

Chair Runyon asked if all the vendors were local. Mr. Posey replied that not all were local; he is local and the food vendors were local but some vendors were out of Portland. Chair Runyon asked if he has copies of their licenses. Mr. Posey said that he did not but could give the Board the names of the vendors.

Mr. Stone asked if Energy Falls is Mr. Posey's business. Mr. Posey stated that it is. Mr. Stone observed that that makes Mr. Posey the applicant.

Ms. Filbin said that she understands the risk of not imposing a fine; the County is concerned that others will do this as well. She cautioned that it will be made known that the Planning Department did not let them know that they would be held responsible and gave notice after the fact. She said that is what they will put out there; the fine will not make this better.

Commissioner Hege pointed out that Katherine Filbin's signature is on the application saying that they will comply. He said that he understands people don't always read what they sign, but they need to do so.

Mr. Stone commented that we are not saying that a fine should be levied; we are saying that we have to move through a process. Hopefully this is a learning experience for everyone involved but the process has to be followed.

Ms. Filbin stated that this should go out as a cautionary tale. Mr. Stone stated that approval and fines are up to the Board.

Commissioner Hege stated that he thinks in the future, landowners should be notified. He stated that if the Filbins had been notified, the Board would have not have been able to be empathetic.

Chair Runyon closed public testimony and opened deliberations.

Commissioner Kramer stated that Wasco County is open to new ideas and Outdoor Mass Gatherings, but we have rules and regulations we need to follow. He said that he believes the landowners and business owners are ultimately



responsible for the legal ramifications. He said that if a fine is levied, the landowner can seek repayment from the business owner/applicant who is in default of their responsibilities; that process protects the landowner. Issues with our procedures are separate from this and we should discuss those and modify them as needed.

Commissioner Hege stated that this is not a good situation; the Board cannot approve the permit as there was not compliance. We do need better communication.

**{{{Commissioner Hege moved to deny the application for an Outdoor Mass Gathering as proposed in planning file number PLAOMG-17-04-0002, because the request did not comply with the applicable health and safety regulations contained in ORS 433.735 to 433.770 and OAR 333 Division 39 based on the findings and conditions contained in the Summary and Staff Report dated June 14th, 2017. Chair Runyon seconded the motion which was passed by Chair Runyon and Commissioner Hege; Commissioner Kramer had recused himself from the hearing.}}}**

Chair Runyon said that Wasco County has been very open, much to the chagrin of some and the pleasure of others, to allowing Outdoor Mass Gatherings. He said that to his knowledge there has only been one other that was a problem and it ended up not taking place. He stated this one has been a quagmire and had to be dealt with. He acknowledged the concerns of the Administrative Officer, Planning and County Counsel. He stated that he does not think the landowners were trying to do anything wrong and he sees where the process can be improved. He stated that he has always believed that where there is a board in place, they have the right to make a decision that considers the humanity of a situation; if it were just about the rules, you would not need a board to make the decision. He said that he believes there needs to be a fine, but thinks the fine could be set and then waived. He commented that we have only had a few of these gatherings and the County is learning as well.

Commissioner Hege said that there has been a robust discussion. He stated that this event did not go as it should have. He said that the Board denied as it should have, but he does not know if there is a benefit to levying a fine and then waiving it. He stated that going forward, if someone wants to use this as a precedent, they are likely to find a different answer. He said he wants to make sure the landowners are notified to close that loop; then if we see this again, the outcome will be different.



Ms. Campbell said she would advise either levying a fine or not. She stated that each application is assessed on a case by case basis, independent of any other application. She added that at the same time, the Board can be assured that the next party in violation will remind the Board of their decision in this case.

Commissioner Hege commented that hopefully the next time there will not be someone saying that they did not know. He said that he thinks if the Board sees this happening again, there will be consequences. Chair Runyon stated that he appreciates that the landowner followed through on the insurance.

**\*\*\*The Board was in consensus that due to mitigating factors a fine should not be levied, but that this decision applies only to this applicant; future applications will be reviewed independently.\*\*\***

Chair Runyon called a recess at 10:42 a.m.

The session reconvened at 10:48 a.m.

#### Agenda Item – Employee Handbook

Human Resources Manager Nichole Biechler noted that this is the second time the handbook has come before the Board. She reported that she had the opportunity to meet with each Commissioner individually and she is confident that all their questions have been addressed. She stated that the second piece of this is the employee policies all of which are included in the handbook and have been reviewed by CIS and County Counsel. She noted that if policies are changed, it will be reflected in the handbook and asked if they Board wants to approve the handbook each time or just the policies. She added that sometimes changes are reflective of State or Federal laws as they are enacted.

Chair Runyon said that if there is a change specific to Wasco County he would expect the Board to be involved, but legislated changes can just be reviewed by counsel for compliance, unless the Administrative Officer believes it should come before the Board.

Mr. Stone asked for clarification as to whether the Board was granting staff the authority to update policy. Chair Runyon replied that if it is a new policy it should come before the Board. Mr. Stone said that he would recommend that the Board grant staff authority to modify policy based on legislated changes; other than that, it should come to the Board for approval.

Vice-Chair Kramer commented that the handbook is driven by policy; the board should approve policies as updated but the book is just a guide to those policies.

Ms. Beichler stated that since the handbook is new, she would like to see it approved today.

**{{Vice-Chair Kramer moved to approve all presented policies as a slate. Commissioner Hege seconded the motion which passed unanimously.}}**

**\*\*\*The Board was in consensus to move forward with the Wasco County Employee Handbook as presented.\*\*\***

<b>Agenda Item – MCEDD IGA/EDC Quarterly Report</b>
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MCEDD Project Manager Carrie Pipinich reviewed the staff report included in the Board Packet along with the Strategic Action Plan. She noted that the Plan will serve as the lens and guiding document. Economic Development Chair Kathy Ursprung added that while it serves as a guide, it will not limit activities; the Commission will respond to other opportunities that present themselves. She noted that they added livability as a focus to the plan this year.

Ms. Ursprung went on to say that they are building on their good start from last year and are already reaping benefits from their new, more active role. She said that they can only expect this to continue to grow with more effort applied. Chair Runyon commented that this is much improved over years past. Commissioner Hege concurred saying that he likes to see the community capacity increased, not just staff. He said that helping the community to get started is important; helping them to help themselves gives them a more vested interest.

Ms. Pipinich reviewed the MCEDD annual IGA saying that the only real change is the payment schedule that was suggested by Mr. Middleton. She noted that the Scope of Work is intended to be a broader document to allow flexibility to respond to unforeseen opportunities.

Mr. Stone commented that MCEDD asked for an additional \$5,000 this year which was approved as a grant with expected deliverables. He said that he believes the grant and base funding should be separated within the agreement to make it clear that the grant is not annual funding and has some requirements. He reminded the Board that the base funding for MCEDD was increased by

\$10,000 last year.

Chair Runyon asked if the extra \$5,000 is within our control. Mr. Stone replied affirmatively saying that the funding would come from the Special Economic Development Fund.

Commissioner Hege said that he remembers when the request came in, it was to give more staff time to work on community capacity. Ms. Ursprung agreed saying that in part it would be to provide more technical assistance.

Mr. Stone said that the document would be modified prior to signatures. Ms. Ursprung asked if there will be a separate reporting piece for the additional \$5,000. Mr. Stone confirmed that there would be additional reporting tied to the grant funding.

**{{Commissioner Hege moved to approve the MCEDD IGA with modifications recommended by staff. Vice-Chair Kramer seconded the motion which passed unanimously.}}**

#### Agenda Item - Mapping Agreements

##### GIS AGREEMENTS

GIS Coordinator Tycho Granville stated that the four GIS IGAs are for services provided to partner agencies – City of The Dalles, Mid-Columbia Fire and Rescue, Northern Wasco County Public Utility District and Sherman County. He said that most have been with us since 2001; the IGA allows us to provide them with raw, customizable data and general technical support. He stated that they will be looking at the fees over the next several months to determine what each partner is actually using, what we can provide with increased capacity and what the market rates are. He stated that Sherman County has not used much at all but anticipates an increase. He said that he hopes to come back by the first of the year with recommendations.

Information Systems Director Paul Ferguson noted that the IGAs renew at the beginning of the fiscal year and so far the program as a whole has been good for Wasco County. He said that he now sees some increased usage and added value; it is a good time to review pricing. He said that his goal is to complete this process by the first of the year to allow it to be incorporated in budgeting not only for Wasco County but the partner agencies as well. He said they will be looked at individually; we want to be fair and equitable.



Commissioner Hege asked if Sherman County citizens have access to the GIS data. Mr. Ferguson replied that Sherman County has not wanted us to share the information publicly; he said that there is a new house bill that requires all data be shared with the State – that could impact access for citizens. He added that Sherman County has a new person overseeing their GIS data which makes this a good time for a review.

Mr. Stone noted that our costs go up each year and we need to recognize that in the agreements with a cost inflator or some other mechanism. He said that it is also important to recognize that we are not only serving these entities but many others. He asked what the funding is for the house bill. Mr. Ferguson replied that it is unfunded. He added that Information Systems Association was a strong voice in advocating that counties need to be able to charge for their work as that is what funds the program. Mr. Granville added that we already have a data sharing agreement with the State but they want to be able to dictate the format.

Commissioner Hege asked if the State will be able to sell the data. Mr. Ferguson replied that the State cannot sell the data; they will just provide access.

**{{{Commissioner Hege moved to approve the GIS IGA between Wasco County and Mid-Columbia Fire and Rescue. Vice-Chair Kramer seconded the motion which passed unanimously.}}}**

**{{{Commissioner Hege moved to approve the GIS IGA between Wasco County and Northern Wasco County Public Utility District. Vice-Chair Kramer seconded the motion which passed unanimously.}}}**

**{{{Commissioner Hege moved to approve the GIS IGA between Wasco County and Sherman County. Vice-Chair Kramer seconded the motion which passed unanimously.}}}**

**{{{Commissioner Hege moved to approve the GIS IGA between Wasco County and the City of The Dalles. Vice-Chair Kramer seconded the motion which passed unanimously.}}}**

Commissioner Hege noted that there has been some Ascend roll-out and asked if there is any connection to the GIS mapping system. Mr. Granville replied that they have a script to pull the Ascend data into the GIS system. Mr. Ferguson added that the Ascend web has not been opened to the public, just to the title companies and service fee payers. He said that testing of the script has looked good and they hope to have it publicly available in the near future.



ORMAP GRANT AGREEMENT

Mr. Cross stated that this agreement is to continue the ORMAP mapping project to upgrade all the Assessor's maps in the GIS system, improving accuracy. He stated that this will map data previously collected and collect new data in the Mosier area; summer interns will be collecting those data points. He noted that they have a year in which to complete that work but plan to have it done in 6 months and hand it over to Lane County for mapping. He added that we now have a full-time employee to oversee that work. He announced that the first section of work through this process is complete and will go live soon.

Ms. White noted that the date on the agreement in the packet is incorrect but has been corrected in the document that will be signed today. The date in the packet would have the work done retroactively; it was just a clerical oversight.

**{{Vice-Chair Kramer moved to approve the Department of Revenue ORMAP Intergovernmental Agreement Contract #3619-17 with the corrected date. Commissioner Hege seconded the motion which passed unanimously.}}**

Mr. Ferguson asked if we want to explore multi-year agreements with partner agencies for GIS services. Commissioner Hege said that he thought that is something that should be looked at. Mr. Stone added that we should look at other partners for GIS services as well.

<b>Agenda Item – Facilities Agreements</b>
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PAINTING AGREEMENT

Facilities Manager Fred Davis said that the painting contract is for work that needs to be done at Annex C. He reported that Annex C received a coat of paint the year after the County purchased it. He said that the building has had at least five sections added on over time and some of the stucco used to standardize the appearance is now failing.

Mr. Davis went on to say that Hardwick's was the lowest bid; we have used them before and been happy with their work. He said that he had an old bid from one of the contractors who declined to update the bid; a third contractor was contacted but did not bid as they do not deal with lead issues. He stated that timing has pushed the project beyond this fiscal year; we are contracted into

August and he has already worked with Finance to make sure everything is in place. He said he is recommending approval of the agreement with Hardwick. Chair Runyon asked where funding for the project is coming from. Mr. Davis replied it is from Capital Improvements.

Vice-Chair Kramer pointed out that the agreement states that color will be determined; he asked if it will continue to be a light color. Mr. Davis replied that he will not stray far from the current color of the building which is a light color, especially where there is a lot of sun exposure.

**{{{Commissioner Hege moved to approve the Personal Services Agreement between Hardwick's Custom Painting, Inc. and Wasco County for the painting of Annex C located at 435 East 7<sup>th</sup> Street, The Dalles, Oregon. Vice-Chair Kramer seconded the motion which passed unanimously.}}}**

BELL DESIGN ADDENDUM

Mr. Davis stated that the engineering firm developing plans to repair and reinforce the courthouse steps is running into challenges and has asked for more time. He noted that the plans will allow us to go straight out for bid.

**{{{Vice-Chair Kramer moved to approve the Bell Design Contract Addendum to extend the completion date to June 30<sup>th</sup>. Commissioner Hege seconded the motion which passed unanimously.}}}**

Chair Runyon reported that he had driven by the County property located at the corner of 10<sup>th</sup> and Walnut Streets and observed that the house was already gone. Mr. Davis responded that it has all been pushed into the basement and the contractor has chipped the debris, sorting the metal out from the rest. The contractor will remove the debris and crumble the cement foundation into the hole which we will then back fill. He added that the property will be fenced and can be used for winter equipment storage once the proper permits are obtained. He said that a rolling gate will be installed and the property will be visually protected as well.

<b>Agenda Item – Insurance Report</b>
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Insurance Agent Mike Courtney introduced his colleagues, Mike Stratton and Breanna Wimber. He went on to review the insurance proposals included in the Board Packet. He noted that the premium increase for CIS is 1.8%. He reported that there was one vehicle claim in this fiscal year where we grounded a boat and paid out \$4,200.

Mr. Courtney went on to say that our safety calculation dropped from .79 to .74. He stated that there was some confusion around the premium for personnel; he is not sure how the error occurred but it has been straightened out and we are back on track.

Commissioner Hege asked about the safety reduction. Mr. Stone said that we had been up around 1 and at one point had gotten to 1.05 but it has been consistently dropping. He said that with the type of work done through the Sheriff's Office, Public Works and Facilities, there is a lot of opportunity for injury. Mr. Courtney commented that there was recently a back injury.

Chair Runyon asked if there is safety training. Mr. Stone replied that there is – there are safety committees, safety meetings and online training. Mr. Courtney added that it is about a culture of safety.

Commissioner Hege asked how we do comparatively. Mr. Stone replied that we do very well; the average is 1. Mr. Courtney commented that he often cites Wasco County as an example of how to do it right; he said he would not expect that we could get our number much lower – we might be able to get it down to .70.

Commissioner Hege noted the increase in values from a total of \$49 million to \$50 million. Mr. Courtney explained that it is a 1.2% increase. The increases is trended; appraisals are done every five years.

**{{{Vice-Chair Kramer moved to approve the CIS Insurance Proposal.  
Commissioner Hege seconded the motion which passed unanimously.}}}**

**{{{Commissioner Hege moved to approve the SAIF Insurance Proposal.  
Vice-Chair Kramer seconded the motion which passed unanimously.}}}**

<b>Agenda Item – QLife Budget</b>
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Mr. Middleton explained that QLife has their own budget committee which approved this budget. It has not yet been adopted by the QLife Board; they meet tomorrow for their Budget Hearing and he expects it will be adopted with no changes. He stated that the big discussion is the Maupin project which is over budget; they are transferring up to \$200,000 to complete the project and will be going out to rebid the work.

Vice-Chair Kramer asked if we are being fairly compensated by QLife for our administrative services. He said that he does not know how much time the EAS Office Manager is spending but sees that the Administrative Officer is spending



5-8 hours per week. Commissioner Hege asked if the \$54,000 in the QLife Budget will cover that expense. Mr. Stone replied that theoretically it will, but we will have a better picture next year.

Chair Runyon asked when the budget would come back to the Board for approval. Mr. Middleton replied that it is approved by the QLife Budget Committee and adopted by the QLife Board. It is brought to the City of The Dalles and Wasco County for acknowledgement as the oversight agencies.

Chair Runyon recessed the session at 12:05 p.m. for lunch.

The Session reconvened at 1:30 p.m.

<b>Agenda Item – MCCOG Questions</b>
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Mr. Stone reported that Mr. Lease has declined the invitation to attend this session to discuss the County's answers to his submitted questions. Mr. Stone suggested that the answers be entered into the record. Commissioner Hege asked what the difference is between the red and green fonts. Vice-Chair Kramer explained that the answers in red came from MCCOG/Building Codes; the answers in green came from Wasco County. He stated that both County and MCCOG staff did a lot of work to answer these questions and it is disappointing that Mr. Lease refused the invitation.

Questions/Concerns (submitted by Wayne Lease) Wasco County: 5/17/2017

**Mr. Kramer: What is your definition of local control?** Whereby programming, budgeting and operational authority is vested in the local governing body; be it a city, county or special purpose district.

**Legal Council: District Attorney as opposed to the use of a Private Firm?** As far as we know all 36 Counties currently use a contracted counsel and/or employ in-house counsel other than the District Attorney. Wasco County was likely the last county to step away from using the District Attorney to represent the County on legal issues. Wasco County, as is true with other counties, was already using contracted counsel for issues outside the DA's area of expertise.

Research leads us to believe that in every county the DA is an elected official which presents potential conflicts; in addition, District Attorney's offices face the same budget challenges that other public offices face and simply do not have time to take on County legal issues.

**Legal responsibility for MCBCS being out of compliance. Where was**



**MCCOGs Legal Counsel? MCCOG BOD Minutes indicate his presence in other legal mandates?** MCCOG's Legal Counsel, Will Carey, was familiar with and approved all things concerning the MCBCS loans. The fact that he was not present at the meetings when the loans were approved is immaterial.

**If Wasco County was mandated to get the Code Inspection Program in compliance as per the Oregon BCD then monetary compensation for being out of compliance is due the previous building permit purchases for not having on file the operation plan. The State of Oregon collected a substantial amount of revenue from permit sure charge fees and you are not holding them culpable. Why?** MCCOG is unaware of Wasco County's mandate to get the program into compliance, but MCBCS has never been out of compliance, and there has always been an Operating Plan in place. Note the attached letter of March 2, 2015, whereby Building Codes Division closed its investigation into allegations of wrongdoing. The one time MCBCS was late in its efforts to update the Operating Plan and submit it to the State was when fees were increased. The State did then accept MCCOG's Operating Plan 30 days late, with no penalties assessed. MCCOG has been in compliance with an updated Operating Plan ever since that time.

Every jurisdiction is required to pay the State surcharge collected from the permits. All fees are, and have been, collected and remitted to the state in a legally acceptable manner. There is no reason for MCCOG to hold the State culpable for accepting those fees; nor has it attempted to do so.

Wasco County is required to meet State Statute for Building Codes. Wasco County Building Codes has not entered into a compliance agreement with State Building Codes.

**How is possible to request and be granted operation of a Code Inspection Program without a public hearing?** If a local jurisdiction wanted to assume the building program then yes, they are required to hold public hearings. However, according to State Building Codes, only municipalities (defined as cities & counties) have jurisdiction, and it is up to those cities or counties to determine with whom they will contract for building code services. When the State approached MCCOG to see if MCCOG had interest in managing the local Building Codes program in 2006, MCCOG conducted several public meetings & hearings on that topic.

**To date how much approximate revenue is in the building permit reserve fund? How much approximate revenue is in being comingled in the MCCOG**



**General Fund which belongs to MCBCS?** There is currently \$3,557,602 in MCBCS's reserve fund. Transfers from BCS to MCCOG's General Fund are made in compliance with existing law and standard accounting practices for direct and administrative charges. Therefore, General Funds are not comingled with other departmental funds, nor does any of the MCCOG General Fund belong to MCBCS.

**What is the status of the building permit revenue used by MCCOG for the other programs MCCOG administers? Is there an accurate accounting of all permit fee reserve revenue used by MCCOG?** In July, 2013, there was a \$100,000 loan from the Building Codes Reserve to the Transportation Department. The purpose was to match grant funds to develop the Transportation Center. To date, there is \$78,732 of outstanding debt remaining; payoff is scheduled to occur in June of 2023. There is no use of building permit revenue by other MCCOG programs, nor is permit fee reserve revenue used by MCCOG.

**What is the combined outstanding debt of the five member counties of MCCOG and how do the Counties intend to compensate MCBCS regarding the misappropriation of these funds?** MCCOG is not aware of the total outstanding debt of the member counties, although a review of those counties most recent audits should contain that information. In addition to the Transportation Department loan noted above, there was a loan to MCCOG's General Fund from the Building Codes Reserve in July, 2011 in the amount of \$492,715 for the acquisition of the MCCOG office building on Kelley. To date, there is \$401,970 of debt remaining; payoff is scheduled to occur in June, 2021. The outstanding loan values due to the Building Codes Reserve, if not satisfied by MCCOG, would fall to the member counties to be repaid in a manner to be determined. There has been no misappropriation of funds, so this question is moot.

**Can MCCOG continue to survive without the use of the MCBCS permit fee reserves and what is the life expectancy of MCCOG without the use of these funds? Is abolishing MCCOG being considered and will the debt (revenue) payable to MCBCS (the people) will continue to be ignored?** Realistically, MCCOG would have a very difficult time surviving without the funds charged to Building Codes for direct and administrative charges. That is also true of the other programs under the MCCOG umbrella, however. Collectively, those programs provide the needed support for oversight, governance, fiscal services, IT, insurance, rent and other expenses common to any organization or business. If MCCOG ceases to exist, the loans due Building Codes would have to be repaid; either by MCCOG or the member entities.



**It is my understanding the State of Oregon has refused to indemnify Wasco County against a possible legal action. Does this imply Wasco Counties' insurance provider will compensate them for imputative damages? MCCOG is unaware of any indemnification status or issues between the State of Oregon & Wasco County.**

Any claims against Wasco County will be forwarded to our insurance company.

**Has the previous and present public and private decision makers of MCCOG have no shame, and how much longer will the insurance provider for Wasco County continue to insure them while ignoring Federal and State the law? Ignorance of the law is not an excuse! Part of this question is rhetorical (unanswerable), and part is directed to Wasco County.**

Wasco County does not currently insure MCCOG.

Department Report – County Clerk
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ELECTIONS

County Clerk Lisa Gambee stated that yesterday was the last date for write-in candidates to accept or decline positions. She stated that the Tygh Valley Fire District had a three-way tie; one write in was not a real person which made it a two-way tie – both write-ins accepted the position. She said that there was a coin toss this morning to determine the winner which was Dan Jaffe. The other open position will be appointed by the remaining members of the Board.

Ms. Gambee went on to say that the Tygh Valley Water District had four of five positions open. There was a write-in campaign with one person accepting Position 5 which meant he had to resign Position 3, leaving Position 3 vacant. She explained that there is not a quorum. By statute the Board of County Commissioners appoints someone to one of the vacant positions which will fill the quorum; the members would then appoint to fill the remaining positions.

Commissioner Hege asked what will happen if no one applies. Ms. Gambee replied that the South Wasco Alliance has been talking about water and septic issues and has agreed to become a community partner to try to identify someone who would be willing to fill those positions. She explained that candidates must be registered to vote and live within district boundaries. She stated that if they are unsuccessful, it means dissolution of the district; another entity would have to take that on, possibly the County. She said she is still researching the process.



PINE HOLLOW

Mr. Stone stated that South Wasco Park and Recreation District was formed to support recreation with the boat ramps being their first priority. He reported that they applied for and were granted funds from ODFW contingent upon Oregon Marine Board backing. He said that they had worked closely with OMB through the application process but were notified late last week that they were not successful – their application would not be recommended for approval but would be deferred. The OMB staff wanted to see a track record of success for the District before they were willing to recommend granting those funds. He said that the staff report will state that unless the County signs off as a guarantor, the application will be deferred until such time as SWPRD can demonstrate a record of successes.

Mr. Stone went on to say that they will probably have a discussion with the Oregon Marine Board when they meet to try to demonstrate that there have been successes. He said that this has been a 2-year project for Ms. Gambee and at least an 8-year project for him. He said that they have formed a board, solicited support and volunteer hours as well as funding and have done extensive grant work.

Ms. Gambee said that OMB staff worked with SWPRD to make sure everything was lined out to ensure success; there was never any mention of this requirement. She said it is very disappointing given the amount of time and effort that has been put in toward the goal of getting the boat ramps repaired. She said that there is no way for SWPRD to meet the OMB requirements.

Chair Runyon stated that he will be accompanying Ms. Gambee to talk to the Board. Vice-Chair Kramer said that he received a letter drafted by SWPRD Chair Brackman to the OMB. He commented that the letter is well-written and needs to be submitted to the Board. Ms. Gambee agreed but said that she has asked that Mr. Brackman allow Mr. Stone to provide feedback for the letter.

Commissioner Hege asked what would happen if Wasco County signed off on the project as guarantor. Ms. Gambee said that in that case the staff report would recommend grant approval but it would put the County on the hook for 20 years.

Commissioner Hege asked what that means. Ms. Gambee replied that it would mean that if the ramps were not continuously operated for the next 20 years, the County would have to pay all of the money back to the OMB.

Ms. Gambee went on to say that the ODFW almost granted their funding without conditions but they wanted to insure that the ramp was designed and installed correctly with some OMB oversight. She said that one strategy is to see if the SWPRD can get the plans from OMB and provide them to ODFW to see if they would grant the funding based on those plans. She said that no other plans have been explored.

Mr. Stone explained that the plans were to come with the funding; the OMB has very specific requirements – it would be a nice ramp.

Ms. Gambee continued by saying that the OMB was not open to accomplishing the project in phases; they want it done all at once and they want someone on the line to pay back the money.

Commissioner Hege commented that if it is maintained, there would be no default. Ms. Gambee stated that Mr. Stone had offered to open an escrow account that could be used for maintenance but they turned the offer down saying that there are more ways to default such as unintended uses.

Commissioner Hege said that he has worked with the OMB for decades and all they really want to do is make sure the facilities are built, open and maintained. He said he has never heard of default. Mr. Stone said that the OMB has several defaults occurring including Portland. Vice-Chair Kramer commented that the OMB is backing away from risk – they have three times as much requests for funding as they have available funds. Commissioner Hege pointed out that it is not their money, it is boaters' money; OMB is just the steward. He asked if we have the same fear or would we be willing to back them.

Mr. Stone went on to say that the reason we went through the process of forming a district was to get out of the boat ramp business. He said that he offered to put \$30,000 aside to take on some of that risk.

Ms. Gambee said that one of the suggestions has been to form a taxing district. The current district is non-taxing and so would have to be dissolved and then a taxing district would have to be put before the voters; there was clearly no support for that among citizens. She said this is extremely disappointing; they will have to explore other options.

Commissioner Hege commented that it seems the key element is the possible dissolution of the SWPRD which seems highly unlikely. Ms. Gambee said that the SWPRD does not have an office or an official phone number; it is a volunteer



board that does not want to spend money on overhead – they want to spend it on supporting recreation. She said that they publicly notice their meetings and follow Roberts Rules; it is well-run.

Commissioner Hege said that a bond, a taxing authority or a co-signer would work; even someone with means could personally guarantee it. Mr. Stone stated that he offered to allow the District to use a number at the County and the County address for their contact information. He said that he is pretty disappointed that we offered to let the OMB be part of this process from the beginning in anticipation of applying for this grant. He said we are regrouping. He said that this may be an opportunity to turn the reservoir into a fishing and swimming area.

Commissioner Hege said that it is unfortunate as OMB is the ideal funding source. Chair Runyon noted that with his depth of knowledge it might be good for Commissioner Hege to attend the meeting. Commissioner Hege responded that he would make some calls.

Chair Runyon said that he does not know the rules but the people around the table are empowered to make decisions; just because the staff says no, does not mean they have to deny the application. Mr. Stone commented that the application itself scored very high. Chair Runyon pointed out that even the report from MCEDD supports this project.

Ms. Gambee asked the press to hold the story – the OMB staff memo is not yet official and she wants to maintain optimism for the project. Vice-Chair Kramer added that we need to plead our case before the OMB and not place all our woes on the staff recommendation. He noted that the staff person who helped throughout the application process has been overridden by someone else. He said that we need to bring all the expertise we have to present to the OMB. He stated that Mr. Brackman will also be there.

Chair Runyon opened an Executive Session at 2:00 p.m. pursuant to ORS 192.660(2)(e) Real Property Transactions and ORS 192.660(2)(h) to consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed. He asked the public to exit the room until the conclusion of the executive session at which time they would be invited back into the room. He cautioned the press to not report on anything discussed in the executive session other than the general topic as described.

At 3:36 p.m. Chair Runyon closed the executive session and returned to the



regular session.

**Agenda Item – Real Property: Sales Agreement**

**{{{Commissioner Kramer moved to approve the purchase from Mid-Columbia Medical Center of the real property located in Wasco County, Oregon at 200 East 4<sup>th</sup> Street, Assessor's tax lot 1N 13E 3BC 2400, commonly known as the Planetree Heath Resource Center Property for the sum of \$315,000. Commissioner Hege seconded the motion which passed unanimously.}}}**

Commissioner Hege stated that now that this is moving forward, we need to move quickly on how the property will be used.

Mr. Stone observed that in addition to the purchase price of the house, there will be some costs incurred to make the necessary repairs to make it functional and up to Code.

Chair Runyon commented that this is a great property and it will serve the County well.

Chair Runyon adjourned the meeting at 3:39 p.m.

**Summary of Actions**

**Motions Passed**

- **To approve the Intergovernmental Agreement between Wasco County and Hood River County for the provision of County Surveyor services.**
- **To approve the Intergovernmental Agreement between Wasco County and Hood River County for the provision of County Surveyor services.**
- **To approve the deed, with the addition of acreage, transferring ownership of Rock Fort to the City of The Dalles.**
- **To approve the Consent Agenda with changes noted by staff:**
  - **6.7.2017 Regular Session Minutes**
  - **6.8.2017 Work Session Minutes**
  - **15-Mile Watershed Reappointments**
    - **Bill Hammel Order 17-024**
    - **Monte Wasson Order 17-025**
    - **James Olsen Order 17-026**
    - **Bill Markman Order 17-027**
  - **Board of Review Reappointments**
    - **Jerry Duling Order 17-028**

- **David Cooper Order 17-029**
    - **Rich Remington Order 17-030**
  - **Board of Property Tax Appeals Reappointments**
    - **Scott Hege Order 17-037**
    - **Delphene Thorton Order 17-038**
    - **Ken Polehn Order 17-039**
    - **John Hutchison Order 17-041**
    - **Vickie Ellett Order 17-042**
  - **Wasco County Economic Development Commission Reappointments**
    - **Terry Moore Order 17-032**
  - **Early Learning Hub Governance Board Reappointment**
    - **Debby Jones Order 17-031**
  - **Historic Columbia River Highway Advisory Committee Reappointment**
    - **Judy Davis Order 17-033**
  - **Library Service District Board of Directors Reappointments**
    - **Rita Rathkey Order 17-034**
    - **Carolyn Wood Order 17-035**
  - **Solid Waste Advisory Committee Reappointment**
    - **Frank Kay Order 17-043**
  - **Special Transportation Funds Advisory Committee Reappointments**
    - **Lee Bryant Order 17-044**
    - **Louise Sargent Order 17-046**
  - **Urban Renewal Advisory Committee Reappointment**
    - **Steve Kramer Order 17-047**
  - **Juvenile Crime Prevention Biennial Agreement for Funding**
  - **Order 17-048 Banning Burning effect July 1, 2017**
  - **Order 17-023 Designating a Newspaper for the Publication of the Annual Tax Foreclosure List**
  - **USDA PHIS Wildlife Services Work and Financial Plan**
  - **Order 17-049 Surplussing County-owned House Located at 1915 West 10<sup>th</sup> Street, The Dalles, OR.**
- **To deny the application for an Outdoor Mass Gathering as proposed in planning file number PLAOMG-17-04-0002, because the request did not comply with the applicable health and safety regulations contained in ORS 433.735 to 433.770 and OAR 333 Division 39 based on the findings and conditions contained in the Summary and Staff Report dated June 14th, 2017.**
  - **To approve all presented policies as a slate.**
    - **2017 Bereavement Leave Policy**

- **2017 Employee Personnel Records Policy**
  - **2017 Family and Medical Leave**
  - **2017 Mobile Communications Device Policy**
  - **2017 No Harassment Policy**
  - **2017 No Retaliation Policy**
  - **2017 On-the-Job Injury or Illness Policy**
  - **2017 Sick Leave Policy**
  - **2017 Smoke Free Workplace Policy**
  - **2017 Vehicle Policy**
- **To approve the MCEDD IGA with modifications recommended by staff (to indicate in the agreement that \$5,000 of funding is a one-time grant rather than basic annual funding).**
- **To approve the GIS IGA between Wasco County and Mid-Columbia Fire and Rescue.**
- **To approve the GIS IGA between Wasco County and Northern Wasco County Public Utility District.**
- **To approve the GIS IGA between Wasco County and Sherman County.**
- **To approve the GIS IGA between Wasco County and the City of The Dalles.**
- **To approve the Department of Revenue ORMAP Intergovernmental Agreement Contract #3619-17 with the corrected date.**
- **To approve the Personal Services Agreement between Hardwick's Custom Painting, Inc. and Wasco County for the painting of Annex C located at 435 East 7<sup>th</sup> Street, The Dalles, Oregon.**
- **To approve the Bell Design Contract Addendum to extend the completion date to June 30<sup>th</sup>.**
- **To approve the CIS Insurance Proposal.**
- **To approve the SAIF Insurance Proposal.**
- **To approve the purchase from Mid-Columbia Medical Center of the real property located in Wasco County, Oregon at 200 East 4<sup>th</sup> Street, Assessor's tax lot 1N 13E 3BC 2400, commonly known as the Planetree Heath Resource Center Property for the sum of \$315,000.**




**Consensus**

- **That due to mitigating factors a fine should not be levied, but that this decision applies only to this applicant; future applications will be reviewed independently. (Regarding PLAOMG 17-04-0002 denial)**
- **To move forward with the Wasco County Employee Handbook as presented.**

Wasco County  
Board of Commissioners

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

  
\_\_\_\_\_  
Scott C. Hege, County Commissioner

  
\_\_\_\_\_  
Steven D. Kramer, County Commissioner

**WASCO COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION  
JUNE 21, 2017**

**DISCUSSION LIST**

**ACTION AND DISCUSSION ITEMS:**

1.     [Surveyor Contract](#) – Brad Cross/Arthur Smith
2.     [Rock Fort Deed](#) – Tyler Stone
3.     [May Finance Report](#) –Mike Middleton

**Discussion Item**  
**Surveyor Contract**

- [IGA between Wasco County and Hood River County for the Provision of Surveyor Services](#)



## **INTERGOVERNMENTAL AGREEMENT BETWEEN WASCO COUNTY AND HOOD RIVER COUNTY**

This Agreement is by and between WASCO COUNTY, a political subdivision of the State of Oregon, hereinafter referred to as "Wasco County," and HOOD RIVER COUNTY, a home rule county of the state of Oregon, hereinafter referred to as "Hood River County."

### **RECITALS**

WHEREAS, ORS 204.005 requires the governing body of an Oregon county to appoint a County Surveyor; and

WHEREAS, a suitable County Surveyor is not readily available to act solely on behalf of Hood River County; and

WHEREAS, the need exists for Hood River County to appoint, employ, or otherwise retain County Surveyor services; and

WHEREAS, Intergovernmental Agreements between Wasco County and Hood River County exist to allow for the exchange of such services; and

WHEREAS, the Road Surveyor of Wasco County meets the requirements of ORS 204.016 and ORS 209.115 to be appointed as County Surveyor within the State of Oregon; and

WHEREAS, the parties have agreed to exchange services pertinent to the County Surveyor on a continuing basis in the interest of both counties.

### **AGREEMENT**

NOW, THEREFORE, the parties agree as follows:

1. Wasco County, through its Public Works Department Road Surveyor, County Surveyor, or any duly appointed Deputy, agrees to provide services in the capacity of County Surveyor to, and for the benefit of, Hood River County.
2. Services to be provided shall be those typically performed by the County Surveyor, including but not limited to; reviewing and providing comments for development applications; reviewing and approving Boundary Surveys, Partitions, Subdivisions, Condominiums, and other surveys; responding to general survey-related questions from county departments, other agencies, private surveyors and citizens; and keeping sufficient records of surveys filed with the County.
3. Subject to the availability of funds, Hood River County shall remit to Wasco County Forty-Five Thousand and 00/100 Dollars (\$45,000) annually for providing said services. Invoices shall be provided to the Hood River County Public Works Department on a bi-annual basis (6 months) or as deemed necessary and acceptable to both counties. Payment shall be due and payable within thirty (30) days of receipt of said invoice.

4. Subject to the availability of funds, the amount of money remitted to Wasco County shall be limited to an annual increase of not more than 2.5% from the previous year, for a maximum of five (5) years.
5. The parties agree that the annual payment shall be fair compensation for providing said services, inclusive of any time and materials needed, and not subject to a minimum or maximum number of hours worked; except for ensuring the office of the Hood River County Surveyor is staffed and available to the public in a manner sufficient, and within reason, to serve the needs of the public.
6. Services shall be provided in accordance with all laws of the State of Oregon. The parties acknowledge that some services may be required by state law to be completed within a specified time; however, in the event that such services are needed in both counties to the extent that any requirements cannot be met, the parties agree that the needs of Wasco County shall take priority.
7. For the purpose of this Agreement, the counties are independent contractors. Nothing herein shall alter the employment status of any person providing services under this Agreement. Such persons shall at all times continue to be subject to all standards of performance, disciplinary rules and other terms and conditions of their employer. Hood River County shall not be responsible for the direct payment of any salaries, wages, compensation or benefits for employees of Wasco County.
8. This Agreement may be terminated by either party upon giving ninety (90) days written notice. Termination shall be without prejudice to any obligations or liabilities of either party accrued prior to termination.
9. Wasco County and Hood River County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons.
10. All notices, correspondence, reports or request shall be either personally delivered, sent via first class mail, or emailed to the following addresses:

Brad Cross, Road Surveyor  
Wasco County Public Works  
2705 East 2<sup>nd</sup> Street  
The Dalles, OR 97058  
[bradleyc@co.wasco.or.us](mailto:bradleyc@co.wasco.or.us)

Cc: [countysurveyor@co.hood-river.or.us](mailto:countysurveyor@co.hood-river.or.us)

Mikel Diwan, Director  
Hood River County Public Works  
918 18<sup>th</sup> Street  
Hood River, OR 97031  
[mikel.diwan@co.hood-river.or.us](mailto:mikel.diwan@co.hood-river.or.us)

11. This Agreement may be executed in two or more counterparts, each of which is an original and all of which when taken together are deemed one Agreement binding on all counties, notwithstanding that all counties are not signatories to the same counterpart.

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

WASCO COUNTY

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

\_\_\_\_\_  
Steven D. Kramer, Vice-Chair

\_\_\_\_\_  
Scott C. Hege, County Commissioner

APPROVED AS TO FORM:

\_\_\_\_\_  
Kristen Campbell,  
Wasco County Counsel

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

HOOD RIVER COUNTY

\_\_\_\_\_  
Ron Rivers, Chair

\_\_\_\_\_  
Karen Joplin, Commissioner

\_\_\_\_\_  
Rich McBride, Commissioner

\_\_\_\_\_  
Robert Benton, Commissioner

\_\_\_\_\_  
Les Perkins, Commissioner



**Discussion Item**  
**Rock Fort Deed**

- [Bargain Sale and Deed to City of The Dalles](#)

Until a change is requested, all fax

Statements shall be sent to:

City of The Dalles

313 Court Street

The Dalles, OR 97058

After recording return to:

City of The Dalles

c/o City Clerk

313 Court Street

The Dalles, OR 97058

Grantor:

Wasco County 511 Washington Street

The Dalles, OR 97058

Grantee:

City of The Dalles

313 Court Street

The Dalles, OR 97058

Consideration: Public Purpose, ORS 271.330

### **BARGAIN SALE AND DEED**

COUNTY OF WASCO, a political subdivision of the State of Oregon, Grantor, conveys to CITY OF THE DALLES, a municipal corporation of the State of Oregon, Grantee, the following described real property in Wasco County, Oregon:

A parcel of land situated in the Southwest quarter of Section 34, Township 2 North, Range 13 East of the Willamette Meridian, in Wasco County, bounded and described as follows:

Commencing at the Northwest corner of Section 3, Township 1 Northe, Range 13 East of the Willamette Meridian, which corner is 428.44 feet distant Easterly from the Southwest corner of said Section 34; thence along the Westerly line of that certain parcel conveyed by Oregon Steam Navigation Company to Oregon

Railway and Navigation Company by a deed dated March 31, 1880, recorded in Book G, Page 197, of the Deed Records of said County, North 10°30' West, a distance of 260.0 feet, more or less, to the true point of beginning, said point also being the Northwestern corner of that certain parcel of land conveyed by Union Pacific Railroad Company to the State of Oregon, by and through it State Highway Commission, identified as Parcel No. 16, by a warranty deed dated February 27, 1967, UPRR Co. L.S.D.A. No. 3428; thence continuing along said Westerly line, North 10°30' West, a distance of 320.1 feet, more or less, to the most Southerly corner of that certain parcel of land conveyed by the Union Pacific Railroad Company to the United States of America by a donation dated January 31, 1963, UPRR Co. L.S.D.A. No. 3160; thence along the Southeasterly line of said deeded parcel, North 34°14' East, a distance of 130 feet, more or less, to the meander line of the left bank of the Columbia River; thence Southeasterly along said left bank to a point on the South line of said Section 34; thence along said South line, West, to a point on the Northerly right-of-way line of said Parcel No. 16, said point also being 80 feet distant Northeasterly, measured radially, from the center line of Frontage Road as described in said Parcel No. 16; thence Northwesterly along the Northerly right-of-way line of said Parcel No. 16 and concentric with said center line of Frontage Road to a point opposite Roadway Survey Station "FR" 19+25 51 P.C. in said center line of Frontage Road; thence continuing along said Northerly right-of-way line of said Parcel No. 16 North 86°14" West to the true point of beginning.

The Grantor's right, title and interest in and to the above-described real property was derived by deed dated as of December 30, 1978, recorded January 21, 1977, Deed Records, Wasco County, Oregon, Microfilm Image No. 77-0159 and this conveyance is subject to each and all of the reservations and exceptions incorporated by reference in said deed. Together with all reversionary rights reserved in instrument recorded September 5, 1991, in Wasco County official records as document number 913034.

**SUBJECT TO THE FOLLOWING EXCEPTIONS:**

**GENERAL EXCEPTIONS:**

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.



2. Any facts, rights, interest or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a survey would disclose, and which are not shown by public records.
5. Statutory liens or other liens encumbrances, or claim thereof, which are not shown by the public records.

#### CURRENT EXCEPTIONS:

6. Taxes, inclosing the current fiscal year, are exempt due to ownership by a municipal corporation. If the exempt status is terminated, an additional tax may be levied.  
 Account No. :13811  
 Levy Code :12.1  
 Map No. :2N 13E 34CC 400
7. The usual reservations contained in patents issued by the United States of America.
8. The rights of the public government bodies in and to that portion of the said property, if any, lying below the ordinary high-water mark of the Columbia River.
9. The rights of the public in and to those portions of the said property, if any, lying in roads and highways.
10. Slope easements or those portions of the said property which abut on public roadways or dikes.
11. Rights and obligations affecting existing drains, drainage tiles and outfalls, as disclosed by Oregon-Washington Railroad & Navigation Company right of way maps. Columbia River maps, U.S. Army Engineers' maps and Bonneville Power Administration maps, including rights of the United States of America under agreement with the Railroads dated April 29, 1938.
12. Rights and obligations affecting Mill Creek Tunnel, including rights and obligations under Ordinance No. 336 of The Dalles City dated June 7, 1909, recorded in Deed Book "D", page 142, Deed Records, Wasco County.
13. Easements in favor of public utilities, including North Wasco County PUD.
14. Flowage Easement and easement to construct and maintain levees in favor of United States of America under agreement with the Railroads dated August 30, 1938.
15. Gas pipe line easements, including the rights of Northwest Natural Gas Company under agreement with the Railroads dated November 21, 1958.
16. Perpetual Easement as reserved in Bargain and Sale Deed, including terms and provisions thereof,

For: : MAINTENANCE, RENEWAL, REPLACEMENT,  
: CONSTRUCTIONS OR RECONSTRUCTION OF DRAINAGE  
: FACILITIES  
Recorded : JANUARY 17, 1977  
Fee No. : 77-0104 WASCO COUNTY DEED RECORDS  
Affects : 100 FEET IN WIDTH, BEING 50 FEET ON EACH SIDE OF THE  
: CENTER LINE OF THE MILL CREEK TUNNEL AS NOW  
: CONSTRUCTED AND LOCATED

17. Easement as reserved in Bargain and Sale Deed, including terms and provisions thereof,

For : RIGHT OF INGRESS AND EGRESS  
Recorded : JANUARY 17, 1977  
Fee No. : 77-0104 WASCO COUNTY DEED RECORDS  
Affects : FROM THE RIVER END OF SAID MILL CREEK TUNNEL  
: OVER AND ACROSS SAID DESCRIBED PROPERTY, UPON  
: AND ALONG A ROADWAY CONNECTING WITH  
: BARGEWAY ROAD, OR OTHER PUBLIC ACCESS ROAD  
: REASONABLY AVAILABLE AND ACCEPTABLE TO THE  
: GRANTOR, ITS SUCCESSORS AND ASSIGNS

18. Mineral Reservation as reserved in Bargain and Sale Deed, including terms and provisions thereof;

Reserved by : UNION PACIFIC RAILROAD COMPANY, ITS  
: SUCCESSORS AND ASSIGNS  
Recorded : JANUARY 17, 1977  
Fee No. : 77-0104 WASCO COUNTY RECORDS

19. Mineral Reservations as reserved in Warranty Deed, including terms and provisions thereof;

Reserved by : OREGON-WASHINGTON RAILROAD & NAVIGATION  
: COMPANY, an Oregon Corporation  
Recorded by : MARCH 15, 1967  
Recorded : MARCH 15, 1967  
Fee No. : 67-0364 WASCO COUNTY RECORDS

Subject to and excepting all instruments and matters of record and those not of record which affect the above described real property.

The true consideration for this conveyance stated is: zero (0) dollars pursuant to Oregon Revised Statute 271.330 (1), subject to the following condition: the subject property shall be used for a public purpose for not less than 20 years, or the Grantor, its successors or assigns may enter and terminate this estate and title shall thereupon revert to Grantor, its successor or assigns.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY , UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

DATED: JUNE 21, 2017.

WASCO COUNTY  
BOARD OF COMMISSIONERS

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

By: \_\_\_\_\_  
Steven D. Kramer, Commission Vice-Chair

By: \_\_\_\_\_  
Scott C. Hege, County Commissioner



STATE OF OREGON            )  
                                      ) §  
County of Wasco County    )

June 21, 2017

Personally appeared before me the above named Rod L. Runyon, Commission Chair of Wasco County, a political subdivision of the State of Oregon, and acknowledged the foregoing instrument to be his voluntary act and deed.

\_\_\_\_\_  
Notary Public for Oregon

STATE OF OREGON            )  
                                      ) §  
County of Wasco County    )

June 21, 2017

Personally appeared before me the above named Steven D. Kramer, Commission Vice-Chair of Wasco County, a political subdivision of the State of Oregon, and acknowledged the foregoing instrument to be his voluntary act and deed.

\_\_\_\_\_  
Notary Public for Oregon

STATE OF OREGON            )  
                                      ) §  
County of Wasco County    )

June 21, 2017

Personally appeared before me the above named Scott . Hege, County Commissioner of Wasco County, a political subdivision of the State of Oregon, and acknowledged the foregoing instrument to be his voluntary act and deed.

\_\_\_\_\_  
Notary Public for Oregon

This conveyance is accepted by the City of The Dalles pursuant to Resolution No. 17-011 adopted on April 17, 2017.

CITY OF THE DALLES

By: \_\_\_\_\_  
Steve Lawrence, Mayor

By: \_\_\_\_\_  
Izetta Grossman, City Clerk

By: \_\_\_\_\_  
Gene Parker, City Attorney

**Discussion Item**  
**May Finance Report**

- [Staff Report](#)
- [May Financials](#)

## **Wasco County Financial Report – through May 31<sup>st</sup>, 2017**

This review is on unaudited numbers and is for the use of Management. There may be differences due to timing and/or end of year entries that may result in a difference from audited figures.

As of the end May, 91.7% of the budget year was completed. This number is one factor to consider in determining if the County is proceeding according to the budget plan.

### **Discussion of Revenue**

#### **General Fund**

- Property taxes are at 98.9% of budget execution compared to 100.3% last year at this time. The actual dollar value is \$237 thousand ahead of last year at this time. Current taxes are at 101.5% of the budgeted amount while prior period taxes are only at 50.3% budget execution. The result is property taxes are in line with budget projections. Prior period taxes – overdue taxes – are lagging in collections for the current fiscal year.
- License fees and permits are at 112.1% of budget execution, compared to 132.9% at the same time last year. However, due to the higher budgeted in fiscal year 2017, the actual increase over last year is \$189 thousand to date. This would have been \$86 thousand higher, but due to timing the solid waste host fee was posted to June. Last year the county brought in about \$79 thousand per month for the last 5 months of the fiscal year. April 2017 brought in \$255 thousand – over three (3) times last year's average for the final five months. This year is on pace to exceed the budgeted revenue by about \$300 thousand. This is primarily due to the Solid Waste Host Fee. Currently this fee is \$194 thousand over last year at the same time and already at 116.3% of budget execution. Keep in mind, this is understated by \$86 thousand due to timing and posted in June.
- Transfers are up \$598 thousand over last fiscal year at this point, however, the budget execution is at 87.0%. This deviates from the budgeted straight-line rate due to not all transfers budgeted being executed. Specifically, the funds to reimburse for Search and Rescue are only transferred when there are appropriate costs to be reimbursed.

#### **Public Works Fund**

- The Intergovernmental Revenue – Non Single Audit is \$378 thousand ahead of last year and at 81.6% of the budget execution. Last year at this time, the budget execution was at 75.1%. This is primarily due to the Motor Vehicle Funds received. This revenue source is doing well even considering that it is running behind due to timing.
- Petroleum products sold is down by \$30 thousand. This appears to be a timing issue and is in the process of being caught up. Due to the nature of the process, the catch-up has not happened yet. Last month the difference to last year was \$36 thousand.
- Miscellaneous Revenue is up \$8.3 thousand over last year. This is primarily due to collections of the principal outstanding on Tooley Terrace Improvement accounts. Three accounts remain as of the end of May; one is making payments and will be paid off by August. The other two are in



process and are also expected to be paid off by August. This has also impacted interest earnings.

#### Fair Fund

- Revenues are at \$185 thousand which is 109.2% of budget execution. All major sources of revenue are in at this time and only minimal revenue until next fiscal year.

#### County School Fund

- Revenue is \$200 thousand less than last year at this time. This is due to Federal Forest Receipts for FY17 are \$38 thousand to date versus \$204 thousand to date in FY16. This is no change from last month.

#### Community Corrections Fund

- Revenue is down \$107 thousand compared to last fiscal year. This is due to not having the same treatment grant received last fiscal year for \$103 thousand. This was identified in prior reports. Overall, revenues are at 100.3% of budget execution. This will cause an increase in beginning fund balance for FY18.

#### Youth Think (Formerly Commission on Children's and Families) Fund

- Currently this fund is at 69.7% of the planned revenue and is \$22 thousand less than the prior fiscal year. This decrease in revenue is primarily due to not receiving the State Healthy Start funds for fiscal year 2017. The amount was not budgeted, so this is as planned. The timing on receipts for the other grants is the reason for the low budget execution percentage. This was identified in prior reports. Timing is also a factor and will continue to be.

### **Expenditures**

#### General Fund

- County Clerk is \$61 thousand over the cost for last year at this date. Budget execution is at 88.6% so is within the planned budget.
- Sheriff's Office is \$82 thousand over the prior year – However, this is still only 85.7% of the budget execution. Sheriff's Office is in good shape as within budget and on track. Last month the Sheriff's Office was also \$83 thousand over last year. This seems to be holding consistent.
- All other General Fund departments appear to be within budget expectations.

#### Public Works

- Public Works is at 75.3% of budget execution which is within the linear expectations based on the budget. While last year at this time was 75.2% of budget execution. This is still \$478 thousand more in expenditure than last fiscal year at this time.

All other funds

- All are within budget execution expectations.

### **Summary**

Overall, Wasco County remains in good shape for the fiscal year. Revenue budgets are being met and exceeded in some instances, expenses are within budget expectations. The Reserve funds are doing well, the General Operating Reserve has about \$2.8 million with is over 2 months of operating costs for the General Fund – almost three (3) if the transfers are factored out.



# Wasco County Monthly Report

## General Fund Revenue - May

### 2017

Filters

Fd	(Multiple Items)
Cat	(Multiple Items)

Data

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year
<b>Revenue</b>							
<b>GENERAL FUND</b>							
NON-DEPARTMENTAL RESOURCES-R							
GENERAL FUND RESOURCES-R							
PROPERTY TAXES-R	8,596,285	8,504,417	8,267,179	98.9%	100.3%	2.9%	237,238.05
LICENSES FEES & PERMITS-R	876,500	982,302	793,572	112.1%	132.9%	23.8%	188,729.85
INTERGOV'T REV - NON SINGLE AUDIT-R	528,480	495,010	433,782	93.7%	85.1%	14.1%	61,228.50
INTERGOV'T REV - SINGLE AUDIT-R	3,200	3,916	3,268	122.4%	102.1%	19.8%	648.43
INVESTMENT EARNINGS-R	32,200	63,269	36,535	196.5%	129.6%	73.2%	26,734.58
RENTS-R	1,335	1,344	1,314	100.7%	98.4%	2.3%	29.75
MISCELLANEOUS-R	134,277	144,995	156,637	108.0%	101.7%	-7.4%	(11,642.16)
TRANSFERS IN-R	1,482,882	1,290,558	692,659	87.0%	88.7%	86.3%	597,899.51
GENERAL FUND RESOURCES-R Total	11,655,159	11,485,811	10,384,944	98.5%	100.6%	10.6%	1,100,866.51
NON-DEPARTMENTAL RESOURCES-R Total	11,655,159	11,485,811	10,384,944	98.5%	100.6%	10.6%	1,100,866.51
ASSESSMENT & TAXATION-R							
ASSESSMENT & TAXATION-R	17,550	31,922	33,383	181.9%	156.7%	-4.4%	(1,460.87)
ASSESSMENT & TAXATION-R Total	17,550	31,922	33,383	181.9%	156.7%	-4.4%	(1,460.87)
COUNTY CLERK-R							
COUNTY CLERK-R	125,600	149,416	136,784	119.0%	119.1%	9.2%	12,632.09
ELECTIONS-R	9,100	4,491	10,056	49.3%	98.1%	-55.3%	(5,564.96)
COUNTY CLERK-R Total	134,700	153,907	146,840	114.3%	117.4%	4.8%	7,067.13
SHERIFF-R							
EMERGENCY MANAGEMENT-R	110,487	122,031	32,898	110.4%	33.7%	270.9%	89,133.30
MARINE PATROL-R	52,145	26,246	43,335	50.3%	83.1%	-39.4%	(17,089.06)
LAW ENFORCEMENT-R	283,460	210,418	224,680	74.2%	77.4%	-6.3%	(14,262.82)



## Wasco County Monthly Report General Fund Revenue - May

Account	Current Budget	2017		Current	Prior Year	Year to	Current Year - Prior Year
		Current Actual YTD	Prior Year Actual YTD	Year Budget Executed	Budget Executed	Year % Change	
SHERIFF-R Total	446,092	358,695	300,914	80.4%	68.4%	19.2%	57,781.42
ADMINISTRATIVE SERVICES-R							
INFORMATION TECHNOLOGY-R	106,250	97,840	101,501	92.1%	97.6%	-3.6%	(3,660.20)
EMPLOYEE & ADMINISTRATIVE SERVICES-R	2,650	10,012	1,046	377.8%	40.2%	857.4%	8,965.90
FACILITIES-R	289,476	206,175	192,744	71.2%	96.6%	7.0%	13,431.11
ADMINISTRATIVE SERVICES-R Total	398,376	314,027	295,290	78.8%	96.5%	6.3%	18,736.81
ADMINISTRATION-R	294,220	291,716	236,075	99.1%	77.4%	23.6%	55,641.56
DISTRICT ATTORNEY-R	174,326	148,414	147,931	85.1%	90.6%	0.3%	483.34
PLANNING-R	146,150	146,883	132,421	100.5%	91.9%	10.9%	14,461.50
PUBLIC WORKS-R	16,065	15,020	13,740	93.5%	105.2%	9.3%	1,280.00
YOUTH SERVICES-R	43,300	78,211	45,170	180.6%	148.5%	73.1%	33,041.31
GENERAL FUND Total	13,325,938	13,024,606	11,736,708	97.7%	98.9%	11.0%	1,287,898.71
Revenue Total	13,325,938	13,024,606	11,736,708	97.7%	98.9%	11.0%	1,287,898.71





# Wasco County Monthly Report

## General Fund - Expenditures - May 2017

Filters

Fd	(Multiple Items)
Cat	(Multiple Items)

Data

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year
<b>Expense</b>							
<b>GENERAL FUND</b>							
ASSESSMENT & TAXATION-E	853,087	655,165	679,044	76.8%	79.2%	-3.5%	(23,878.79)
COUNTY CLERK-E							
COUNTY CLERK-E	227,352	198,334	170,668	87.2%	83.8%	16.2%	27,666.45
ELECTIONS-E	117,484	107,138	74,246	91.2%	66.9%	44.3%	32,892.33
COUNTY CLERK-E Total	344,836	305,473	244,914	88.6%	77.8%	24.7%	60,558.78
SHERIFF-E							
EMERGENCY MANAGEMENT-E	139,861	117,227	73,754	83.8%	59.8%	58.9%	43,472.53
MARINE PATROL-E	50,370	41,131	36,775	81.7%	70.2%	11.8%	4,356.02
LAW ENFORCEMENT-E	2,142,314	1,841,435	1,807,287	86.0%	89.1%	1.9%	34,148.87
SHERIFF-E Total	2,332,545	1,999,793	1,917,815	85.7%	87.0%	4.3%	81,977.42
ADMINISTRATIVE SERVICES-E							
INFORMATION TECHNOLOGY-E	875,077	746,458	598,974	85.3%	72.8%	24.6%	147,484.26
COUNTY COMMISSION-E	198,042	178,710	175,380	90.2%	90.8%	1.9%	3,329.80
EMPLOYEE & ADMINISTRATIVE SERVICES-E	904,631	728,546	476,676	80.5%	75.0%	52.8%	251,870.17
FACILITIES-E	952,396	640,753	495,293	67.3%	68.4%	29.4%	145,459.89
ADMINISTRATIVE SERVICES-E Total	2,930,145	2,294,467	1,746,323	78.3%	73.5%	31.4%	548,144.12
ADMINISTRATION-E							
ADMINISTRATION-E	900,550	527,955	567,604	58.6%	66.5%	-7.0%	(39,649.07)
PASS-THROUGH GRANTS-E	186,092	186,706	152,390	100.3%	79.5%	22.5%	34,316.16
NORCOR-E	1,943,848	1,935,816	2,064,832	99.6%	99.4%	-6.2%	(129,015.88)
VETERANS-E	145,251	130,418	117,978	89.8%	89.9%	10.5%	12,439.80
SPECIAL PAYMENTS-E	407,525	367,678	332,784	90.2%	87.7%	10.5%	34,894.11
ADMINISTRATION-E Total	3,583,266	3,148,573	3,235,588	87.9%	89.1%	-2.7%	(87,014.88)



## Wasco County Monthly Report

### General Fund - Expenditures - May 2017

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current	Prior Year	Year to	Current Year - Prior Year
				Year Budget Executed	Budget Executed	Year % Change	
DISTRICT ATTORNEY-E	576,865	523,047	502,867	90.7%	93.2%	4.0%	20,179.59
PLANNING-E	759,017	618,617	495,328	81.5%	72.8%	24.9%	123,288.67
PUBLIC WORKS-E	67,614	65,450	54,449	96.8%	82.2%	20.2%	11,001.07
YOUTH SERVICES-E	534,020	509,752	438,691	95.5%	88.8%	16.2%	71,060.86
NON-DEPARTMENTAL EXPENDITURES-E							
GENERAL FUND EXPENDITURES-E							
TRANSFERS OUT-E	2,907,500	2,647,024	2,049,631	91.0%	90.5%	29.1%	597,392.79
GENERAL FUND EXPENDITURES-E Total	2,907,500	2,647,024	2,049,631	91.0%	90.5%	29.1%	597,392.79
NON-DEPARTMENTAL EXPENDITURES-E Total	2,907,500	2,647,024	2,049,631	91.0%	90.5%	29.1%	597,392.79
GENERAL FUND Total	14,888,894	12,767,359	11,364,649	85.8%	84.6%	12.3%	1,402,709.63
Expense Total	14,888,894	12,767,359	11,364,649	85.8%	84.6%	12.3%	1,402,709.63



# Wasco County Monthly Report

## Public Works - Revenue Expense - May 2017

Filters

Fd	(Multiple Items)
Cat	(Multiple Items)

Data

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year
<b>Revenue</b>							
PUBLIC WORKS FUND							
NON-DEPARTMENTAL RESOURCES-R							
PUBLIC WORKS RESOURCES-R							
INVESTMENT EARNINGS-R	23,600	44,247	22,699	187.5%	125.4%	94.9%	21,547.58
INTERNAL SERVICES-R	3,180	2,915	2,915	91.7%	91.7%	0.0%	-
<b>PUBLIC WORKS RESOURCES-R Total</b>	<b>26,780</b>	<b>47,162</b>	<b>25,614</b>	<b>176.1%</b>	<b>120.4%</b>	<b>84.1%</b>	<b>21,547.58</b>
NON-DEPARTMENTAL RESOURCES-R Total	26,780	47,162	25,614	176.1%	120.4%	84.1%	21,547.58
PUBLIC WORKS-R							
PUBLIC WORKS-R							
LICENSES FEES & PERMITS-R	10,000	11,214	-	112.1%	0.0%	#DIV/0!	11,214.25
INTERGOV'T REV - NON SINGLE AUDIT-R	2,371,200	1,934,106	1,555,631	81.6%	75.1%	24.3%	378,475.28
INTERGOV'T REV - SINGLE AUDIT-R	100,200	114,817	610,873	114.6%	117.4%	-81.2%	(496,056.61)
MISCELLANEOUS-R							
DAMAGE PAYMENTS	-	1,646	894	#DIV/0!	#DIV/0!	84.1%	752.00
MISC RECEIPTS	500	4,347	13,374	869.5%	#DIV/0!	-67.5%	(9,026.55)
MISC SUPPLIES AND EQUIP SOLD	500	102	-	20.4%	0.0%	#DIV/0!	102.00
TOOLEY TERRACE PRINCIPAL REPAYMENT	-	16,495	-	#DIV/0!	#DIV/0!	#DIV/0!	16,495.13
<b>MISCELLANEOUS-R Total</b>	<b>1,000</b>	<b>22,591</b>	<b>14,268</b>	<b>2259.1%</b>	<b>2853.6%</b>	<b>58.3%</b>	<b>8,322.58</b>
SALE OF FIXED ASSETS-R	10,000	908	23,931	9.1%	159.5%	-96.2%	(23,023.75)
CHARGES FOR SERVICES-R							
CONT WORK-OTHER GOVT	25,000	54,471	48,798	217.9%	195.2%	11.6%	5,673.37
PETROLEUM PRODUCTS - 21 CENTS	6,000	11,710	18,644	195.2%	310.7%	-37.2%	(6,934.28)
PETROLEUM PRODUCTS SOLD	165,000	92,541	122,834	56.1%	74.4%	-24.7%	(30,292.09)
<b>CHARGES FOR SERVICES-R Total</b>	<b>196,000</b>	<b>158,723</b>	<b>190,276</b>	<b>81.0%</b>	<b>97.1%</b>	<b>-16.6%</b>	<b>(31,553.00)</b>



## Wasco County Monthly Report

### Public Works - Revenue Expense - May 2017

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year
PUBLIC WORKS-R Total	2,688,400	2,242,358	2,394,979	83.4%	85.1%	-6.4%	(152,621.25)
PUBLIC WORKS-R Total	2,688,400	2,242,358	2,394,979	83.4%	85.1%	-6.4%	(152,621.25)
PUBLIC WORKS FUND Total	2,715,180	2,289,520	2,420,593	84.3%	85.3%	-5.4%	(131,073.67)
<b>Revenue Total</b>	<b>2,715,180</b>	<b>2,289,520</b>	<b>2,420,593</b>	<b>84.3%</b>	<b>85.3%</b>	<b>-5.4%</b>	<b>(131,073.67)</b>
<b>Expense</b>							
PUBLIC WORKS FUND							
PUBLIC WORKS-E							
PUBLIC WORKS-E							
PERSONAL SERVICES-E	1,624,939	1,463,751	1,242,034	90.1%	87.8%	17.9%	221,716.71
MATERIALS & SERVICES-E	1,326,400	930,327	613,965	70.1%	58.0%	51.5%	316,362.17
CAPITAL OUTLAY-E	230,000	-	59,625	0.0%	79.5%	-100.0%	(59,624.63)
PUBLIC WORKS-E Total	3,181,339	2,394,078	1,915,624	75.3%	75.2%	25.0%	478,454.25
PUBLIC WORKS-E Total	3,181,339	2,394,078	1,915,624	75.3%	75.2%	25.0%	478,454.25
PUBLIC WORKS FUND Total	3,181,339	2,394,078	1,915,624	75.3%	75.2%	25.0%	478,454.25
<b>Expense Total</b>	<b>3,181,339</b>	<b>2,394,078</b>	<b>1,915,624</b>	<b>75.3%</b>	<b>75.2%</b>	<b>25.0%</b>	<b>478,454.25</b>





# Wasco County Monthly Report

## All Funds Revenue Expense Summary - May 2017

Filters

Fd	(Multiple Items)
Cat	(Multiple Items)

Data

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year
<b>Revenue</b>							
911 COMMUNICATIONS FUND	994,687	970,501	767,466	97.6%	82.9%	26.5%	203,034.93
911 EQUIPMENT RESERVE	1,200	2,012	1,100	167.7%	91.7%	82.9%	912.06
CAPITAL ACQUISITIONS FUND	912,650	845,586	648,963	92.7%	92.1%	30.3%	196,623.56
CDBG GRANT FUND	5,478,670	349,479	20,000	6.4%	0.4%	1647.4%	329,478.57
CLERK RECORDS FUND	7,425	9,329	8,808	125.6%	134.5%	5.9%	520.54
COMM ON CHILDREN & FAMILIES FUND	147,600	102,844	125,005	69.7%	119.2%	-17.7%	(22,161.14)
COMMUNITY CORRECTIONS FUND	1,506,382	1,510,438	1,617,966	100.3%	147.4%	-6.6%	(107,527.62)
COUNTY FAIR FUND	169,550	185,145	139,536	109.2%	79.7%	32.7%	45,609.02
COUNTY SCHOOL FUND	280,200	102,461	302,237	36.6%	104.5%	-66.1%	(199,776.49)
COURT FACILITIES SECURITY FUND	3,855	24,765	28,983	642.4%	94.3%	-14.6%	(4,217.54)
DISTRICT ATTORNEY	2,600	4,638	2,476	178.4%	150.1%	87.3%	2,161.73
FACILITY CAPITAL RESERVE	912,000	843,379	647,080	92.5%	92.1%	30.3%	196,298.79
FOREST HEALTH PROGRAM FUND	380	1,379	674	362.8%	1.2%	104.5%	704.61
<b>GENERAL FUND</b>	<b>13,325,938</b>	<b>13,024,606</b>	<b>11,736,708</b>	<b>97.7%</b>	<b>98.9%</b>	<b>11.0%</b>	<b>1,287,898.71</b>
GENERAL OPERATING RESERVE	812,000	753,562	557,599	92.8%	92.2%	35.1%	195,962.93
HOUSEHOLD HAZARDOUS WASTE FUND	331,250	266,303	278,292	80.4%	87.9%	-4.3%	(11,988.40)
KRAMER FIELD FUND	165	277	151	167.9%	101.0%	82.9%	125.63
LAND CORNER PRESERVATION FUND	32,470	31,004	29,449	95.5%	106.3%	5.3%	1,554.84
LAW LIBRARY FUND	25,700	26,740	26,177	104.0%	127.1%	2.1%	562.78
MUSEUM	112,475	101,586	56,704	90.3%	65.3%	79.2%	44,881.70
PARKS FUND	70,360	73,447	64,290	104.4%	81.0%	14.2%	9,156.40
PUBLIC WORKS FUND	2,715,180	2,289,520	2,420,593	84.3%	85.3%	-5.4%	(131,073.67)
ROAD RESERVE FUND	15,000	23,601	12,902	157.3%	99.2%	82.9%	10,699.05
SPECIAL ECON DEV PAYMENTS FUND	1,242,000	1,198,123	1,844,911	96.5%	143.0%	-35.1%	(646,788.20)



## Wasco County Monthly Report

### All Funds Revenue Expense Summary - May 2017

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current	Prior Year	Year to	Current Year - Prior Year
				Year Budget Executed	Budget Executed	Year % Change	
WEED & PEST CONTROL FUND	214,100	195,067	219,368	91.1%	98.6%	-11.1%	(24,301.78)
<b>Revenue Total</b>	<b>29,313,837</b>	<b>22,935,790</b>	<b>21,557,439</b>	<b>78.2%</b>	<b>79.8%</b>	<b>6.4%</b>	<b>1,378,351.01</b>
<b>Expense</b>							
911 COMMUNICATIONS FUND	1,000,111	902,298	887,291	90.2%	91.0%	1.7%	15,007.05
911 EQUIPMENT RESERVE	240,600	-	-	0.0%	0.0%	#DIV/0!	-
CAPITAL ACQUISITIONS FUND	2,802,650	5,000	-	0.2%	0.0%	#DIV/0!	5,000.00
CDBG GRANT FUND	5,508,670	265,816	10,000	4.8%	0.2%	2558.2%	255,815.74
CLERK RECORDS FUND	50,825	8,698	731	17.1%	1.8%	1089.6%	7,966.52
COMM ON CHILDREN & FAMILIES FUND	209,846	122,763	147,055	58.5%	85.7%	-16.5%	(24,291.80)
COMMUNITY CORRECTIONS FUND	1,899,882	1,173,898	994,671	61.8%	82.4%	18.0%	179,226.40
COUNTY FAIR FUND	184,488	177,935	179,238	96.4%	88.5%	-0.7%	(1,302.99)
COUNTY SCHOOL FUND	290,000	89,730	160,526	30.9%	42.8%	-44.1%	(70,796.19)
COURT FACILITIES SECURITY FUND	36,000	-	-	0.0%	0.0%	#DIV/0!	-
DISTRICT ATTORNEY	21,325	6,437	11,107	30.2%	40.4%	-42.0%	(4,670.43)
FACILITY CAPITAL RESERVE	2,734,000	22,917	-	0.8%	0.0%	#DIV/0!	22,916.63
FOREST HEALTH PROGRAM FUND	77,219	-	91,667	0.0%	39.7%	-100.0%	(91,666.63)
<b>GENERAL FUND</b>	<b>14,888,894</b>	<b>12,767,359</b>	<b>11,364,649</b>	<b>85.8%</b>	<b>84.6%</b>	<b>12.3%</b>	<b>1,402,709.63</b>
GENERAL OPERATING RESERVE	2,812,000	-	-	0.0%	0.0%	#DIV/0!	-
HOUSEHOLD HAZARDOUS WASTE FUND	397,506	247,574	240,995	62.3%	69.9%	2.7%	6,579.14
KRAMER FIELD FUND	33,145	-	-	0.0%	0.0%	#DIV/0!	-
LAND CORNER PRESERVATION FUND	69,539	52,488	59,068	75.5%	88.5%	-11.1%	(6,580.47)
LAW LIBRARY FUND	48,000	19,286	19,463	40.2%	40.5%	-0.9%	(176.80)
MUSEUM	275,149	66,400	83,931	24.1%	33.7%	-20.9%	(17,530.81)
PARKS FUND	80,263	39,643	36,319	49.4%	42.5%	9.2%	3,323.67
PUBLIC WORKS FUND	3,181,339	2,394,078	1,915,624	75.3%	75.2%	25.0%	478,454.25
ROAD RESERVE FUND	2,815,000	-	-	0.0%	0.0%	#DIV/0!	-
SPECIAL ECON DEV PAYMENTS FUND	2,130,800	1,845,471	1,009,997	86.6%	78.0%	82.7%	835,474.13
WEED & PEST CONTROL FUND	252,338	205,424	217,712	81.4%	86.8%	-5.6%	(12,288.85)
<b>Expense Total</b>	<b>42,039,589</b>	<b>20,413,214</b>	<b>17,430,046</b>	<b>48.6%</b>	<b>47.5%</b>	<b>17.1%</b>	<b>2,983,168.19</b>



# Wasco County Monthly Report Personnel - All Funds - May 2017

Filters

Fd	(All)
Cat	(Multiple Items)

Data

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year
<b>Expense</b>							
<b>GENERAL FUND</b>							
ASSESSMENT & TAXATION-E	765,243	590,010	614,621	77.1%	78.6%	-4.0%	(24,610.92)
COUNTY CLERK-E	278,066	245,463	212,976	88.3%	83.3%	15.3%	32,486.54
SHERIFF-E	1,996,421	1,762,277	1,684,416	88.3%	88.9%	4.6%	77,861.10
ADMINISTRATIVE SERVICES-E	1,695,202	1,450,426	1,149,755	85.6%	76.2%	26.2%	300,671.45
ADMINISTRATION-E	152,351	119,594	107,447	78.5%	77.1%	11.3%	12,147.35
DISTRICT ATTORNEY-E	518,265	471,972	452,902	91.1%	94.0%	4.2%	19,069.61
PLANNING-E	710,991	577,778	457,118	81.3%	71.7%	26.4%	120,659.51
PUBLIC WORKS-E	56,699	59,534	49,554	105.0%	93.1%	20.1%	9,980.10
YOUTH SERVICES-E	502,248	483,033	419,466	96.2%	92.5%	15.2%	63,566.81
<b>GENERAL FUND Total</b>	<b>6,675,485</b>	<b>5,760,087</b>	<b>5,148,255</b>	<b>86.3%</b>	<b>82.9%</b>	<b>11.9%</b>	<b>611,831.55</b>
<b>PUBLIC WORKS FUND</b>							
PUBLIC WORKS-E	1,624,939	1,463,751	1,242,034	90.1%	87.8%	17.9%	221,716.71
<b>PUBLIC WORKS FUND Total</b>	<b>1,624,939</b>	<b>1,463,751</b>	<b>1,242,034</b>	<b>90.1%</b>	<b>87.8%</b>	<b>17.9%</b>	<b>221,716.71</b>
<b>911 COMMUNICATIONS FUND</b>							
SHERIFF-E	825,122	757,967	736,416	91.9%	91.3%	2.9%	21,551.52
<b>911 COMMUNICATIONS FUND Total</b>	<b>825,122</b>	<b>757,967</b>	<b>736,416</b>	<b>91.9%</b>	<b>91.3%</b>	<b>2.9%</b>	<b>21,551.52</b>
<b>COMM ON CHILDREN &amp; FAMILIES FUND</b>							
YOUTH SERVICES-E	73,971	69,404	65,585	93.8%	91.3%	5.8%	3,818.96
<b>COMM ON CHILDREN &amp; FAMILIES FUND Total</b>	<b>73,971</b>	<b>69,404</b>	<b>65,585</b>	<b>93.8%</b>	<b>91.3%</b>	<b>5.8%</b>	<b>3,818.96</b>
<b>COMMUNITY CORRECTIONS FUND</b>							
SHERIFF-E	675,870	587,776	441,539	87.0%	82.3%	33.1%	146,236.93
<b>COMMUNITY CORRECTIONS FUND Total</b>	<b>675,870</b>	<b>587,776</b>	<b>441,539</b>	<b>87.0%</b>	<b>82.3%</b>	<b>33.1%</b>	<b>146,236.93</b>
<b>COUNTY FAIR FUND</b>							



## Wasco County Monthly Report Personnel - All Funds - May 2017

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current	Prior Year	Year to	Current Year - Prior Year
				Year Budget Executed	Budget Executed	Year % Change	
ADMINISTRATION-E	12,938	6,721	22,391	51.9%	54.8%	-70.0%	(15,669.70)
<b>COUNTY FAIR FUND Total</b>	<b>12,938</b>	<b>6,721</b>	<b>22,391</b>	<b>51.9%</b>	<b>54.8%</b>	<b>-70.0%</b>	<b>(15,669.70)</b>
HOUSEHOLD HAZARDOUS WASTE FUND	117,584	93,968	80,776	79.9%	70.9%	16.3%	13,192.34
LAND CORNER PRESERVATION FUND	56,039	49,296	49,570	88.0%	93.1%	-0.6%	(273.47)
MUSEUM	44,669	26,241	31,499	58.7%	63.0%	-16.7%	(5,258.51)
PARKS FUND	36,343	13,442	14,927	37.0%	45.5%	-10.0%	(1,485.29)
WEED & PEST CONTROL FUND	93,588	92,377	82,028	98.7%	89.0%	12.6%	10,349.50
<b>Expense Total</b>	<b>10,236,548</b>	<b>8,921,029</b>	<b>7,915,019</b>	<b>87.1%</b>	<b>84.0%</b>	<b>12.7%</b>	<b>1,006,010.54</b>





# Wasco County Monthly Report

## Materials and Services All Funds - May 2017

Filters

Fd	(Multiple Items)
Cat	(Multiple Items)

Data								
Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year	
Expense								
GENERAL FUND								
ASSESSMENT & TAXATION-E	87,844	65,155	64,423	74.2%	84.9%	1.1%	732.13	
COUNTY CLERK-E	66,770	60,010	31,938	89.9%	54.1%	87.9%	28,072.24	
SHERIFF-E	262,322	181,112	211,484	69.0%	82.3%	-14.4%	(30,371.78)	
ADMINISTRATIVE SERVICES-E								
INFORMATION TECHNOLOGY-E	395,223	308,907	298,207	78.2%	81.7%	3.6%	10,699.42	
EMPLOYEE & ADMINISTRATIVE SERVICES-E	130,750	46,497	84,607	35.6%	175.7%	-45.0%	(38,109.63)	
FACILITIES-E	357,970	266,694	177,818	74.5%	65.1%	50.0%	88,876.34	
ADMINISTRATION-E								
ADMINISTRATION-E	767,450	417,441	460,941	54.4%	63.4%	-9.4%	(43,500.05)	
PASS-THROUGH GRANTS-E	186,092	186,706	152,390	100.3%	79.5%	22.5%	34,316.16	
NORCOR-E								
MATERIALS & SERVICES-E	1,943,848	1,935,816	2,064,832	99.6%	99.4%	-6.2%	(129,015.88)	
VETERANS-E	15,500	10,994	11,617	70.9%	79.6%	-5.4%	(622.73)	
SPECIAL PAYMENTS-E	407,525	367,678	332,784	90.2%	87.7%	10.5%	34,894.11	
DISTRICT ATTORNEY-E	58,600	51,075	49,965	87.2%	86.0%	2.2%	1,109.98	
PLANNING-E	48,026	40,839	38,210	85.0%	89.5%	6.9%	2,629.16	
PUBLIC WORKS-E								
SURVEYOR-E	8,500	2,896	1,846	34.1%	20.0%	56.9%	1,049.74	
WATERMASTER-E	2,415	3,020	3,048	125.0%	81.7%	-0.9%	(28.77)	
YOUTH SERVICES-E	31,772	26,719	19,225	84.1%	47.1%	39.0%	7,494.05	
GENERAL FUND Total	4,770,607	3,971,558	4,003,334	83.3%	86.6%	-0.8%	(31,775.51)	
PUBLIC WORKS FUND								
PUBLIC WORKS-E								



## Wasco County Monthly Report

### Materials and Services All Funds - May 2017

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year
<b>PUBLIC WORKS-E</b>							
MATERIALS & SERVICES-E	1,326,400	930,327	613,965	70.1%	58.0%	51.5%	316,362.17
<b>PUBLIC WORKS FUND Total</b>	<b>1,326,400</b>	<b>930,327</b>	<b>613,965</b>	<b>70.1%</b>	<b>58.0%</b>	<b>51.5%</b>	<b>316,362.17</b>
<b>911 COMMUNICATIONS FUND</b>							
SHERIFF-E	174,989	144,331	150,876	82.5%	89.3%	-4.3%	(6,544.47)
<b>911 COMMUNICATIONS FUND Total</b>	<b>174,989</b>	<b>144,331</b>	<b>150,876</b>	<b>82.5%</b>	<b>89.3%</b>	<b>-4.3%</b>	<b>(6,544.47)</b>
<b>CLERK RECORDS FUND</b>							
COUNTY CLERK-E	30,825	8,698	731	28.2%	4.7%	1089.6%	7,966.52
<b>CLERK RECORDS FUND Total</b>	<b>30,825</b>	<b>8,698</b>	<b>731</b>	<b>28.2%</b>	<b>4.7%</b>	<b>1089.6%</b>	<b>7,966.52</b>
<b>COMM ON CHILDREN &amp; FAMILIES FUND</b>							
YOUTH SERVICES-E	135,875	53,360	81,470	39.3%	81.6%	-34.5%	(28,110.76)
<b>COMM ON CHILDREN &amp; FAMILIES FUND Total</b>	<b>135,875</b>	<b>53,360</b>	<b>81,470</b>	<b>39.3%</b>	<b>81.6%</b>	<b>-34.5%</b>	<b>(28,110.76)</b>
<b>COMMUNITY CORRECTIONS FUND</b>							
SHERIFF-E	853,080	246,101	223,015	28.8%	71.9%	10.4%	23,085.80
<b>COMMUNITY CORRECTIONS FUND Total</b>	<b>853,080</b>	<b>246,101</b>	<b>223,015</b>	<b>28.8%</b>	<b>71.9%</b>	<b>10.4%</b>	<b>23,085.80</b>
<b>COUNTY FAIR FUND</b>							
ADMINISTRATION-E							
COUNTY FAIR-E	171,550	171,215	156,848	99.8%	97.1%	9.2%	14,366.71
<b>COUNTY FAIR FUND Total</b>	<b>171,550</b>	<b>171,215</b>	<b>156,848</b>	<b>99.8%</b>	<b>97.1%</b>	<b>9.2%</b>	<b>14,366.71</b>
<b>COUNTY SCHOOL FUND</b>							
ADMINISTRATION-E							
COUNTY SCHOOL-E	290,000	89,730	160,526	30.9%	42.8%	-44.1%	(70,796.19)
<b>COUNTY SCHOOL FUND Total</b>	<b>290,000</b>	<b>89,730</b>	<b>160,526</b>	<b>30.9%</b>	<b>42.8%</b>	<b>-44.1%</b>	<b>(70,796.19)</b>
<b>COURT FACILITIES SECURITY FUND</b>							
ADMINISTRATION-E							
COURT FACILITIES-E	36,000	-	-	0.0%	0.0%	#DIV/0!	-
<b>COURT FACILITIES SECURITY FUND Total</b>	<b>36,000</b>	<b>-</b>	<b>-</b>	<b>0.0%</b>	<b>0.0%</b>	<b>#DIV/0!</b>	<b>-</b>
<b>DISTRICT ATTORNEY</b>							
DISTRICT ATTORNEY-E	19,525	4,787	6,524	24.5%	29.0%	-26.6%	(1,737.10)
<b>DISTRICT ATTORNEY Total</b>	<b>19,525</b>	<b>4,787</b>	<b>6,524</b>	<b>24.5%</b>	<b>29.0%</b>	<b>-26.6%</b>	<b>(1,737.10)</b>
<b>FOREST HEALTH PROGRAM FUND</b>							



## Wasco County Monthly Report

### Materials and Services All Funds - May 2017

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current	Prior Year	Year to	Current Year - Prior Year
				Budget Executed	Budget Executed	Year % Change	
ADMINISTRATION-E							
FOREST HEALTH-E	2,219	-	-	0.0%	0.0%	#DIV/0!	-
FOREST HEALTH PROGRAM FUND Total	2,219	-	-	0.0%	0.0%	#DIV/0!	-
HOUSEHOLD HAZARDOUS WASTE FUND							
PUBLIC HEALTH-E	251,829	153,606	160,219	61.0%	72.0%	-4.1%	(6,613.20)
HOUSEHOLD HAZARDOUS WASTE FUND Total	251,829	153,606	160,219	61.0%	72.0%	-4.1%	(6,613.20)
KRAMER FIELD FUND	33,145	-	-	0.0%	0.0%	#DIV/0!	-
LAND CORNER PRESERVATION FUND	3,000	900	1,050	30.0%	35.0%	-14.3%	(150.00)
LAW LIBRARY FUND	40,000	11,953	12,130	29.9%	30.3%	-1.5%	(176.84)
MUSEUM	62,700	39,779	41,556	63.4%	82.4%	-4.3%	(1,777.04)
PARKS FUND	43,920	26,201	21,392	59.7%	40.6%	22.5%	4,808.96
SPECIAL ECON DEV PAYMENTS FUND							
ADMINISTRATION-E							
DESIGN LLC-E	1,131,150	929,125	753,330	82.1%	74.2%	23.3%	175,795.00
SPECIAL ECON DEV PAYMENTS FUND Total	1,131,150	929,125	753,330	82.1%	74.2%	23.3%	175,795.00
WEED & PEST CONTROL FUND	158,750	113,046	135,685	71.2%	85.5%	-16.7%	(22,638.35)
Expense Total	9,535,564	6,894,716	6,522,650	72.3%	76.0%	5.7%	372,065.70



# Wasco County Monthly Report

## Capital All Funds - May 2017

Filters

Fd	(Multiple Items)
Cat	(Multiple Items)

### Data

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year
<b>Expense</b>							
GENERAL FUND	535,302	388,690	163,429	72.6%	48.7%	137.8%	225,260.80
PUBLIC WORKS FUND	230,000	-	59,625	0.0%	79.5%	-100.0%	(59,624.63)
911 EQUIPMENT RESERVE	240,600	-	-	0.0%	0.0%	#DIV/0!	-
CAPITAL ACQUISITIONS FUND	2,802,650	5,000	-	0.2%	0.0%	#DIV/0!	5,000.00
CDBG GRANT FUND	5,508,670	265,816	10,000	4.8%	0.2%	2558.2%	255,815.74
CLERK RECORDS FUND	20,000	-	-	0.0%	0.0%	#DIV/0!	-
FACILITY CAPITAL RESERVE	2,709,000	-	-	0.0%	0.0%	#DIV/0!	-
GENERAL OPERATING RESERVE	2,812,000	-	-	0.0%	0.0%	#DIV/0!	-
HOUSEHOLD HAZARDOUS WASTE FUND	28,093	-	-	0.0%	0.0%	#DIV/0!	-
LAND CORNER PRESERVATION FUND	8,000	-	6,157	0.0%	77.0%	-100.0%	(6,157.00)
MUSEUM	167,780	381	10,876	0.2%	7.3%	-96.5%	(10,495.26)
ROAD RESERVE FUND	2,815,000	-	-	0.0%	0.0%	#DIV/0!	-
<b>Expense Total</b>	<b>17,877,095</b>	<b>659,887</b>	<b>250,087</b>	<b>3.7%</b>	<b>1.6%</b>	<b>163.9%</b>	<b>409,799.65</b>





## Wasco County Monthly Report Reserve Funds - May 2017

Filters

Fd	(Multiple Items)
Cat	(Multiple Items)

### Data

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year
<b>Revenue</b>							
FACILITY CAPITAL RESERVE	912,000	843,379	647,080	92.5%	92.1%	30.3%	196,298.79
GENERAL OPERATING RESERVE	812,000	753,562	557,599	92.8%	92.2%	35.1%	195,962.93
ROAD RESERVE FUND	15,000	23,601	12,902	157.3%	99.2%	82.9%	10,699.05
<b>Revenue Total</b>	<b>1,739,000</b>	<b>1,620,542</b>	<b>1,217,581</b>	<b>93.2%</b>	<b>92.2%</b>	<b>33.1%</b>	<b>402,960.77</b>
<b>Expense</b>							
FACILITY CAPITAL RESERVE	2,734,000	22,917	-	0.8%	0.0%	#DIV/0!	22,916.63
GENERAL OPERATING RESERVE	2,812,000	-	-	0.0%	0.0%	#DIV/0!	-
ROAD RESERVE FUND	2,815,000	-	-	0.0%	0.0%	#DIV/0!	-
<b>Expense Total</b>	<b>8,361,000</b>	<b>22,917</b>	<b>-</b>	<b>0.3%</b>	<b>0.0%</b>	<b>#DIV/0!</b>	<b>22,916.63</b>



# Wasco County Monthly Report

## Investment/Interest All Funds - May 2017

Filters

Fd	(Multiple Items)
Cat	(Multiple Items)

Data								
Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current	Prior Year	Year to	Current Year - Prior Year	
				Year Budget Executed	Budget Executed	Year % Change		
Revenue								
INTEREST EARNED								
911 COMMUNICATIONS FUND	150	415	92	276.6%	30.6%	351.4%	322.99	
911 EQUIPMENT RESERVE	1,200	2,012	1,100	167.7%	91.7%	82.9%	912.06	
CAPITAL ACQUISITIONS FUND	12,650	20,586	7,296	162.7%	145.9%	182.2%	13,290.19	
CDBG GRANT FUND	200	428	-	213.9%	#DIV/0!	#DIV/0!	427.73	
CLERK RECORDS FUND	175	306	182	174.6%	181.6%	68.2%	123.90	
COMM ON CHILDREN & FAMILIES FUND	600	873	560	145.6%	112.0%	55.9%	313.11	
COMMUNITY CORRECTIONS FUND	2,000	9,054	3,079	452.7%	154.0%	194.0%	5,975.06	
COUNTY FAIR FUND	470	593	449	126.1%	89.9%	31.9%	143.43	
COUNTY SCHOOL FUND	200	205	865	102.4%	216.2%	-76.3%	(660.10)	
COURT FACILITIES SECURITY FUND	355	903	354	254.4%	141.8%	154.7%	548.52	
DISTRICT ATTORNEY	100	159	124	158.8%	82.9%	27.6%	34.36	
FACILITY CAPITAL RESERVE	12,000	18,379	6,126	153.2%	204.2%	200.0%	12,253.17	
FOREST HEALTH PROGRAM FUND	380	1,379	674	362.8%	67.4%	104.5%	704.61	
GENERAL FUND	32,000	58,898	35,967	184.1%	128.5%	63.8%	22,930.65	
GENERAL OPERATING RESERVE	12,000	20,229	7,599	168.6%	152.0%	166.2%	12,629.56	
HOUSEHOLD HAZARDOUS WASTE FUND	450	1,957	891	434.9%	197.9%	119.8%	1,066.55	
KRAMER FIELD FUND	165	277	151	167.9%	101.0%	82.9%	125.63	
LAND CORNER PRESERVATION FUND	470	556	441	118.3%	62.9%	26.2%	115.26	
LAW LIBRARY FUND	700	1,209	646	172.7%	107.7%	87.1%	562.78	
MUSEUM	975	1,767	920	181.2%	92.0%	92.0%	846.36	
PARKS FUND	575	1,623	672	282.3%	168.1%	141.5%	951.05	
PUBLIC WORKS FUND	23,500	44,247	22,599	188.3%	125.5%	95.8%	21,647.58	
ROAD RESERVE FUND	15,000	23,601	12,902	157.3%	99.2%	82.9%	10,699.05	



## Wasco County Monthly Report

### Investment/Interest All Funds - May 2017

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year
				Year Budget Executed			
SPECIAL ECON DEV PAYMENTS FUND	2,000	4,751	1,721	237.6%	#DIV/0!	176.0%	3,029.80
WEED & PEST CONTROL FUND	600	1,848	876	308.0%	146.1%	110.9%	971.55
<b>INTEREST EARNED Total</b>	<b>118,915</b>	<b>216,254</b>	<b>106,289</b>	<b>181.9%</b>	<b>129.1%</b>	<b>103.5%</b>	<b>109,964.85</b>
<b>LID INTEREST</b>							
PUBLIC WORKS FUND	100	-	100	0.0%	100.0%	-100.0%	(100.00)
<b>LID INTEREST Total</b>	<b>100</b>	<b>-</b>	<b>100</b>	<b>0.0%</b>	<b>100.0%</b>	<b>-100.0%</b>	<b>(100.00)</b>
<b>UNSEG TAX INTEREST EARNED</b>							
GENERAL FUND	200	4,371	567	2185.5%	283.6%	670.7%	3,803.93
<b>UNSEG TAX INTEREST EARNED Total</b>	<b>200</b>	<b>4,371</b>	<b>567</b>	<b>2185.5%</b>	<b>283.6%</b>	<b>670.7%</b>	<b>3,803.93</b>
<b>CONTRACT-THE DALLES 911 SHARE</b>							
911 COMMUNICATIONS FUND	347,301	348,884	269,124	100.5%	85.2%	29.6%	79,760.42
<b>CONTRACT-THE DALLES 911 SHARE Total</b>	<b>347,301</b>	<b>348,884</b>	<b>269,124</b>	<b>100.5%</b>	<b>85.2%</b>	<b>29.6%</b>	<b>79,760.42</b>
<b>CONTRACT-MCFR 911 SHARE</b>							
911 COMMUNICATIONS FUND	79,424	66,187	54,153	83.3%	75.0%	22.2%	12,033.70
<b>CONTRACT-MCFR 911 SHARE Total</b>	<b>79,424</b>	<b>66,187</b>	<b>54,153</b>	<b>83.3%</b>	<b>75.0%</b>	<b>22.2%</b>	<b>12,033.70</b>
<b>SCENIC ACT IN LIEU OF TAX</b>							
GENERAL FUND	-	1,595	-	#DIV/0!	#DIV/0!	#DIV/0!	1,595.00
<b>SCENIC ACT IN LIEU OF TAX Total</b>	<b>-</b>	<b>1,595</b>	<b>-</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>1,595.00</b>
<b>Revenue Total</b>	<b>545,940</b>	<b>637,290</b>	<b>430,232</b>	<b>116.7%</b>	<b>91.4%</b>	<b>48.1%</b>	<b>207,057.90</b>

**WASCO COUNTY BOARD OF COMMISSIONERS**  
**REGULAR SESSION**  
**JUNE 21, 2017**

**CONSENT AGENDA**

1. [Minutes](#)
  - a. [6.7.2017 Regular Session](#)
  - b. [6.8.2017 Work Session](#)
2. [Reappointments:](#)
  - a. [15-Mile Watershed Council](#)
  - b. [Board of Review](#)
  - c. [Early Learning Hub Governance Board](#)
  - d. [Economic Development Commission](#)
  - e. [Historic Columbia River Hwy Advisory Committee](#)
  - f. [Library Service District Board of Directors](#)
  - g. [Board of Property Tax Appeals](#)
  - h. [Solid Waste Advisory Committee](#)
  - i. [Special Transportation Funds Advisory Committee](#)
  - j. [Urban Renewal Agency](#)
3. [Misc. Items](#)
  - a. [Juvenile Crime Prevention Biennial Agreement](#)
  - b. [Annual Burn Ban Order](#)
  - c. [Annual Designation of Newspaper for Foreclosure Notices](#)
  - d. [APHIS Wildlife Services Plan Agreement](#)
  - e. [Order Surplussing House located at 1915 West 10<sup>th</sup> Street](#)

## **Consent Agenda Minutes**

- [6.7.2017 Regular Session](#)
- [6.8.2017 Work Session](#)





**WASCO COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION  
JUNE 7, 2017**

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

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

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

<b>Public Comment – Fort Dalles Museum</b>
--

Donna Lawrence, Chair of the Fort Dalles Museum and Anderson Homestead Commission, referred to the Fort Dalles Museum Immediate Opportunity MOU asking for clarification on the use of those funds. She noted that the MOU refers to wood structures and said that the Anderson Homestead is also in need of some structural repairs. She asked that if there are enough funds left, would it be permissible, under the existing agreement, to apply those to work on the Anderson Homestead. Commissioner Hege replied that as long as the work supports the preservation of the wooden structures, it falls within the scope of the MOU.

Ms. Lawrence stated that she would like to ask about the museum budget. Finance Director Mike Middleton explained that the County has traditionally matched City of The Dalles funding for the Museum; this year they have funded at a higher level than was anticipated; as a result, they are funding at \$22,250 and the County is funding at \$20,000.

Ms. Lawrence stated that the Museum Board is inexperienced and did a lot of budgeting in correctly. She said that their goal has been to fund Museum Director Cal McDermid for increased hours; he is currently at 30 hours per week. She went on to say that they would also like to add an assistant to free Mr. McDermid to focus on fund-raising. She said that she is confused about the wages but would like to ask that the County match the City in funding which would better enable them to increase staff hours at the museum.

Mr. Stone interjected to say that the County commitment has been a base of \$17,500; that was increased to \$20,000 this year with the use of Google Enterprise Zone fees. If the County were to increase that to \$22,500, the additional funds would also come from Google fees. Mr. Middleton observed that this discussion should really be part of the Budget Hearing process.

Commissioner Hege said that the Board will take this information into consideration at the Budget Hearing. He asked if any increase could go toward personnel. Mr. Middleton replied that money budgeted can be allocated to personnel and from there used for any personnel costs.

Ms. Lawrence commented that Mr. Middleton has been incredible in helping the Museum Board with the budgeting process and has volunteered to work with them next year for a smoother, more informed process.

<b>Discussion List – ODOT STF Agreement</b>
---

Public Transit Manager Brent Olson explained that this is a renewal of the contract to fund Special Transportation in Wasco County; funds are used to purchase services and do preventative maintenance. He said that his job is to ensure that day to day operations are safe and smooth. He reported that they are looking to expand service to Mosier and Dufur; trying to do more with the same level of funding.

Chair Runyon noted that these are first-come-first-served services. Mr. Olson responded affirmatively, adding that one of their long term goals is to add fixed routes to the service.

Commissioner Hege asked how someone can access the service. Mr. Olson replied that anyone can call for a ride; the dispatcher will take the information and get someone there if available. They can get a ride for any reason, not just for medical appointments or shopping. The cost is \$3 for a round trip.

Vice-Chair Kramer asked if that is where the match comes from. Mr. Olson replied that it does; MCCOG makes the match. Vice-Chair Kramer asked what is meant by the term “unduplicated individuals.” Mr. Olson explained that individual customers often ride multiple times throughout the year but are only counted once; they are not counted for each ride they take.

**{{{Commissioner Hege moved to approve ODOT Rail and Public Transit Division Agreement #32222 for the 2017-2019 Biennium. Vice-Chair Kramer seconded the motion which passed unanimously.}}}**

**Discussion Item – Forest Service Agreement**

Public Works Director Arthur Smith explained that this is a renewal of an agreement to spray noxious weeds for the Forest Service. He stated that the agreement is for approximately \$60,000 to treat 350 acres. He pointed out that even though the term of the contract runs into 2018, the work will be completed during the summer of 2017. He concluded by saying that this is a year to year contract as he does not know when the Weed Master will be retiring; at that time, Wasco County will discontinue contracted services for weed control.

Chair Runyon asked if this contract is the same as last year’s contract. Mr. Smith replied that it is basically the same; the Forest Service is expending the last of their Title II funds. They are also preparing for a timber harvest which will generate some additional funds.

Commissioner Hege asked about the Wasco County contribution of \$25,000. Mr. Smith responded that the Forest Service is unique as they have been charged with engaging in collaborative efforts which explains the “Stewardship” agreement. They frame it as a partnership with Wasco County to control noxious weeds and count the work we do on the roads going into the forest; we put a value on that as our contribution to the effort.

**{{{Vice-Chair Kramer moved to approve the Stewardship Agreement between Wasco County and the US Forest Service, Mt. Hood National Forest. Commissioner Hege seconded the motion which passed unanimously.}}}**

**Discussion Item – Lane County IGA for Software Support**

Wasco County Assessor/Tax Collector Jill Amery explained that this is an agreement with Lane County for Thompson Reuter ProVal and Ascend software

systems support. Previously, we have done multi-year agreements but this is for just one year; it has gone up from \$21,500 to \$25,000.

Commissioner Hege asked if more counties have joined the group. Ms. Amery said that there has been one additional county added this year but they are using a fewer services and therefore have a separate agreement from the other five counties contracting with Lane County for support.

Vice-Chair Kramer asked if there is any training included. Ms. Amery replied that she does budget for training within her department. Thompson Reuter has provided training without charge. She added that her staff has entered all the information into the system and have been getting more educated as they use it. She said that Lane County does not provide formal training but they do provide assistance.

Chair Runyon asked if Thompson Reuters provides training when they add something new to the system. Ms. Amery responded affirmatively saying that they are very collaborative

**{{{Commissioner Hege moved to approve the Intergovernmental Agreement for Ascend/Prov AI Software Support. Vice-Chair Kramer seconded the motion which passed unanimously.}}}**

<b>Discussion Item – Demolition Project</b>
---

Facilities Manager Fred Davis explained that the County-owned house at 1915 West 10<sup>th</sup> Street's needs for maintenance have exceeded its value as a rental. He reminded the Board that in 2015/2016 the County attempted to sell the house for \$1 to a buyer who would then move the house off of the lot; those efforts were not successful. He stated that demolition has been budgeted for this fiscal year and it is the best move for the County; the rental has paid for itself, but it would be many years before we could recover the cost of repairs to continue to rent the house.

Mr. Davis went on to say that he has solicited and received three bids (see attached). He recommended commencing with the lowest bidder pending legal approval of an agreement. He said that the project should be complete before the end of the fiscal year.

Chair Runyon asked about the utility pole located on the property. Mr. Davis said that the contractor is confident that he can work around the pole. He added

that the County will salvage some of the fencing. He said that he will notify the utility companies; electric and water have already been shut off. He added that the tree on the property will be untouched but all the other vegetation will be removed with perhaps the exception of a grapevine that grows along the property line.

Mr. Stone pointed out that this will solve the problem of non-paying residents that continue to use the house. Mr. Davis concurred and reported that they had one person break in and install new locks; they have remedied that situation but it would be an ongoing problem with the house.

Vice-Chair Kramer asked if there is a contract for the services. Mr. Davis replied that it will be one of our standard-form contracts. He explained that the contractor's license had lapsed and although he has completed the re-licensing process, it is not yet showing on the website. County Counsel Kristen Campbell stated that she is watching it closely and will not approve signing until she has confirmed that it is complete.

**{{{Vice-Chair Kramer moved to approve the demolition of the house located at 1915 W. 10<sup>th</sup> Street and the selection of Wilson Trucking and Excavating, pending legal approval. Commissioner Hege seconded the motion which passed unanimously.}}}**

Mr. Davis added that in order to follow our process, the house would need to be declared surplus.

**{{{Vice-Chair Kramer moved to declare the house at 1915 W. 10<sup>th</sup> Street as surplus to be disposed of appropriately. Commissioner Hege seconded the motion which passed unanimously.}}}**

Chair Runyon recessed the session at 9:30 a.m. to open District Budget Hearings.

The Session reconvened at 9:39 a.m.

<b>Agenda Item – Wasco County 2017-2018 Budget</b>
--

At 9:40 a.m. Chair Runyon opened the Wasco County Budget Hearing for the 2017-2018 Budget. He asked for public comment; there being none, he asked Mr. Middleton to present the budget.

Mr. Middleton stated that he is presenting the budget approved by the Budget Committee. He explained the process and changes to the Budget:

WASCO COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION  
JUNE 7, 2017  
PAGE 6

1. Budget Committee met on May 16<sup>th</sup> to review the Proposed Budget. Minor changes were made and voted on to create the Approved Budget presented today
  - a. Overfunded positions in Veterans by double counting a position that changed – removed from budget – decrease \$49,446
  - b. Wildlife Control line left out – added back in \$5,000
  - c. NORCOR was overstated and decreased back to \$79,068 as was decided at NORCOR meeting
  - d. Voted to add \$7,180 for Public Health to support a training for Environmental Health
  - e. Vote to increase Public Health by \$7,820 failed 3-2
2. Included are two additional changes to the Approved Budget
  - a. The Emergency Manager was moved to full time and this expense is in the Approved Budget
    - i. However, the cost is offset by 50% funding from the state. This was not included in the budget and should have been
    - ii. In the General Fund this increases revenue \$8,465 and will increase Unappropriated Fund Balance by the same. This results in a net gain.
  - b. Youth Services received a Restricted Donation in FY17 and the intent is to spend it in November
    - i. The donation is \$1,500 to purchase a log-splitter (General Fund – Youth Services)
    - ii. Aiming to purchase on “Black Friday” due to historical sales
    - iii. Was not included in the budget, so propose adding in to Youth Services Supplies to meet the restricted donation without cutting other expenses
    - iv. Increase Youth Services Supplies, decrease Unappropriated Fund Balance = no net overall changed in budget total
3. Items to consider that are not included that I am aware of
  - a. Museum funding from the City budgeted at \$20,000; City has actually budgeted \$22,500.
    - i. Increase of \$5,000 over FY17 from City
    - ii. County transferring in \$20,000 to support
      1. \$17,500 from General Fund; \$2,500 from Economic Development out of County Share
    - iii. Historically County and City have put in the same amount



1. Does the County want to do that? I believe a representative from the Museum is here to address that
- iv. If no change, the extra revenue is over the budget – no problem results in increase to Fund Balance available in FY19
- v. If recognized as new revenue – can either increase expense or increase either contingency or unappropriated fund balance
- b. There may be others from Commissioners or public

Chair Runyon asked if the City had let the County know that they would be increasing their contribution to the museum. Mr. Middleton replied that there was a bit of confusion around that; when the City approved their budget it was set at \$20,000 for the museum but when they adopted the budget the contribution was raised to \$22,500.

Chair Runyon asked if there are funds available in Economic Development to increase the County's contribution to the Museum. Mr. Middleton replied that there are but it may not be sustainable over time and should be viewed as a one-time contribution.

Vice-Chair Kramer clarified, saying that the base contribution to the museum is \$17,500 with a one-time increase of \$5,000; next year we will go back to \$17,500. Mr. Middleton confirmed saying that the decision to contribute additional funds would have to be addressed again next year. He observed that the additional funding has not gone to the Management Team or Budget Committee; it would be a good idea to go through that process next year.

Commissioner Hege stated that Ms. Lawrence suggested that for the museum budget process next year, we might consider a joint meeting with the City to determine funding. He said that he thinks that would help eliminate any miscommunication. Vice-Chair Kramer agreed, saying that it also feeds into the shared services piece we are trying to foster.

Chair Runyon asked what the balance is in the Special Economic Development fund. Mr. Middleton replied that it is \$716,000.

Chair Runyon commented that since Mr. McDermid has been with the museum, there have been many positive changes and he can see that only getting better over time. He said that he is comfortable with the year to year consideration of increasing the base contribution and it would be good to work with the City in the

museum's budget process. Vice-Chair Kramer noted that we need to start the conversations with our partners earlier in the budget process.

**{{{Commissioner Hege moved to approve Resolution 17-007 to adopt the 2017-2018 Fiscal Year Budget as presented with the addition of \$2,500 in funding for the Fort Dalles Museum personnel budget. Vice-Chair Kramer seconded the motion which passed unanimously.}}}**

Chair Runyon closed the hearing at 9:57 a.m. and returned to the regular session.

<b>Agenda Item – Emergency Management MOUs</b>
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Emergency Manager Juston Huffman stated that there are two MOUs for cooperative assistance – one with Hood River County and one with Sherman County. Each outlines an agreement to cooperatively assist one another as needed and able to respond to emergency situations. He explained that these are renewals of long-standing agreements.

Chair Runyon asked why there is not just one agreement between the three counties. Mr. Huffman replied that he would look into doing that for the next renewal cycle.

Commissioner Hege asked if these are the only cooperative agreements for emergency management. Mr. Huffman replied that these are the only ones specific to the emergency managers' cooperation but the Sheriff has broader agreements for mutual aid which not only encompasses neighboring counties, but extends into Washington State.

Mr. Stone asked if anything has changed over previous agreements. Mr. Huffman replied that there have been no changes. Mr. Stone asked if these are non-reimbursable. Mr. Huffman confirmed saying that each county pays for their own insurance, personnel and equipment.

**{{{Vice-Chair Kramer moved to approve the Memorandum of Understanding between Hood River County Emergency Management and Wasco County Emergency Management. Commissioner Hege seconded the motion which passed unanimously.}}}**

**{{{Commissioner Hege moved to approve the Memorandum of Understanding between Sherman County Emergency Management and Wasco County Emergency Management. Vice-Chair Kramer seconded the**

**motion which passed unanimously.}}}**

The Board commended Mr. Huffman on his work during his first year with the County as Emergency Manager; it was a big year.

**Agenda Item – Community Work Crew Update**

Youth Services Director Molly Rogers reminded the Board that when they approved Work Crew Supervisor Nicole Beeman for full-time, she and Community Corrections Director Fritz Osborne had committed to return with an update. She said that with the harsh winter, the change to full-time was good – a lot of work was done around County property to clear snow and ice for safe passage. Ms. Rogers reported that by the end of May, Ms. Beeman had supervised 214 adults for 1,586 hours of combined work and 56 juveniles for 400 hours of combined work. She noted that because the adults show up more reliably than juveniles, the expansion to adults has made the program more beneficial.

Ms. Rogers went on to say that partnerships have continued to help fund the program; for instance, the City of The Dalles uses the crew for project-based work. Northern Wasco Parks and Recreation District is using them to clear 6.5 miles of the Riverfront Trail – 36” inches on either side of the trail. When they finish that portion, they will begin clearing another section of the trail. She stated that the charge to partners is reimbursement for Ms. Beeman’s full-time wages.

Ms. Rogers explained that the benefit of the program is instilling accountability in the workers and investing them in their community. She stated that not only is the work important, but it is important to have a supervisor involved.

Mr. Osborne said that the cooperation between Youth Services and Community Corrections has streamlined services. He said that he has been in touch with local judges to encourage them to use the work crew program as a tool when setting sentences. He stated that it was not a reliable program in the past and he wants to let the Courts know that it is something they can count on now. He added that the program is good for both the offenders and the community. He said he would like to have a crew of 6-8 at all times.

Ms. Rogers concurred saying that Ms. Beeman is almost the busiest person in her office – there are lots of calls for the work crew. She explained that right now the crew runs four days a week with the adults and one day a week with juveniles; that will go to two days a week with juveniles for the summer.

Mr. Osborne reported that he knew Ms. Beeman when she worked for the TOOLS program at NORCOR; she does very well with both adult and juvenile offenders. Ms. Rogers added that Ms. Beeman has safety training.

The Board thanked both Ms. Rogers and Mr. Osborne for their cooperative work on the Work Crew program and expressed appreciation for the update.

#### Agenda Item – Underage Drinking

Youth Think Prevention Coordinator Debby Jones said that she has been involved with the Parents Who Host, Lose the Most campaign for five or six years and in that time we have seen a decline in minor in possession alcohol incidents but there have been some disturbing trends since March of this year. She stated that she and Ms. Rogers feel there is a need to sound the alarm to avoid tragedy. She reported that they have had one incident in which someone was locked in a trunk and forgotten and another incident which resulted in someone having to be Life-Flighted to Portland. She said there was a call to break up an underage drinking party outside of Dufur and another time when adults were giving their kids permission to drink and the kids declined in part due to education from this program. She reported that she has spoken to the Police Chief and County Sheriff who want to move forward to educate adults. She stated that she would like a joint signing of the proclamation this Friday morning.

Chair Runyon asked if texting while driving is also an issue addressed by Youth Think. Ms. Jones replied that it is along with other risky behaviors.

**{{Vice-Chair Kramer moved to approve signing the Proclamation.  
Commissioner Hege read the last paragraph of the proclamation: NOW,  
THEREFORE, I, Rod Runyon, Scott Hege and Steve Kramer as Wasco County  
Board of Commissioners, do hereby proclaim, June 2017, to be Parents Who  
Host, Lose The Most: Don't be a party to teenage drinking month, and  
seconded the motion which passed unanimously.}}**

#### Department Updates – County Clerk

County Clerk Lisa Gambee reported that last Wednesday the elections office certified the 5.16.2017 election; that information is available through the County website. She stated that there will be a recount for the Tygh Valley Fire District in which all positions were write-ins. She added that NORCOR did not pass on a 41-ballot difference; all counties but Wasco voted yes.

Commissioner Hege asked how the new Clear Ballot system had worked for the election. Ms. Gambee replied that it was great, especially for over-votes where they can quickly look up the image and determine voter intent.

Chair Runyon asked if the company had followed-through on their commitment to be available to help with the first election. Ms. Gambee replied that the company had someone on-site but there was not much for her to do, although she did help. She said that the company commended the team on how well they did; the team loved the new system.

<b>Agenda Item – Strategic Plan and Session Notes</b>
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Mr. Stone reported that the Management Team and Board met at Washington Ranch with the intent of working on the Strategic Plan, the culture and leadership development. He stated that two books were assigned as a foundation for the work – Built on Values and Extreme Government Makeover. He went on to say that the work done at the Summit was applied and intergrated into the formal strategic plan with some additional work being done during a recent half-day Management Team meeting where the pathways were assigned to cross-functional teams to accomplish the work. He said that the plan is now before the Board to formalize the process and follow-through on the goal of transparency. He said that we will continue our outreach to partners and the public. He concluded by saying this document represents a significant amount of work by the Management Team.

Ms. Gambee stated that the Summit Notes are the public record of what we did at Washington Ranch; it includes appendices that give the background for the work. She said that the information in the notes was used to inform changes to the Strategic Plan. At the recent half-day session, the Team updated the action plans for the Pathways. She observed that the collaboration between Youth Services and Community Corrections is a good example of what we are doing to benefit the public.

Mr. Stone pointed out that in the Pathways, a section was added for Board support – a lot of those are blank for the Board to work with management to fill that in with their vision of how they see their role in supporting the Plan.

Ms. Gambee explained that she is the lead on three of the teams and will begin meeting tomorrow. She stated that each team will begin with the Cross Functional Team form to help provide a structure for the work; each team may contact the

Board for some support and to provide communication and collaboration. Chair Runyon commented that it is amazing that our small county is able to put out such a professional piece of work. Ms. Gambee responded that a significant amount of work occurred at the Summit; it was hard to capture it all. She reported that everyone led sessions which put leadership development much more front and center.

Chair Runyon said he has described what we are doing here when attending meetings at AOC and other counties are wide-eyed. He said that as it has evolved over the past couple of years, they have become more curious.

Ms. Gambee reported that she is working with Ms. White and Human Resources Manager Nichole Biechler to update the culture guide based on the work that was done at the Summit.

**{{{Commissioner Hege moved to adopt the 2017-2018 Wasco County Strategic Plan. Vice-Chair Kramer seconded the motion which passed unanimously.}}}**

**{{{Commissioner Hege moved to approve the 2017 Summit Notes. Vice-Chair Kramer seconded the motion which passed unanimously.}}}**

Vice-Chair Kramer observed that the Sanctuary Model coupled with this will help us to move the 100% Love Culture forward.

<b>Discussion List Item – Design LLC Letter of Agreement</b>
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Mr. Stone stated that this Letter of Agreement will include additional space for accessory buildings in the calculations for the initial fees and annual fees paid by Design LLC associated with their third Enterprise Zone Tax Abatement Agreement. He stated that these spaces should have been included in the original agreement and were not; this letter will correct that oversight.

Commissioner Hege stated that this agreement will add approximately \$360,000 for each building.

**{{{Vice-Chair Kramer moved to accept the Letter of Agreement amending the original Tax Abatement Agreement for the third Design LLC Enterprise Zone. Commissioner Hege seconded the motion which passed unanimously.}}}**



**Discussion List Item – Dispute Resolution Selection**

Ms. White explained that this is the final step in the process for the biennial Community Dispute Resolution Grant program. She stated that 6-Rivers Mediation submitted the only application received for the five-county region which includes Hood River, Wasco, Sherman, Gilliam and Wheeler Counties. As Coordinator for the five-county region, Wasco will submit a selection letter on behalf of all five counties; each of the other counties will be reviewing this same information and notifying Wasco County of their individual selection.

**{{Vice-Chair Kramer moved to approve the selection of 6-Rivers Mediation as the provider for Community Dispute Resolution services in Wasco County. Commissioner Hege seconded the motion which passed unanimously.}}**

**Consent Agenda – 5.17.2017 Regular Session Minutes**

**{{Vice-Chair Kramer moved to approve the Consent Agenda as presented. Commissioner Hege seconded the motion which passed unanimously.}}**

Chair Runyon called for a recess at 10:51 a.m.

The Session reconvened at 11:02 a.m.

**Agenda Item – Executive Session**

Chair Runyon opened an Executive Session pursuant to ORS 192.660(2)(e) Real Property Transactions and ORS 192.660(2)(h) to consult with legal counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed. He asked the public to leave the room and instructed members of the media not to report on anything discussed in Executive Session other than to report the topic as previously stated. He stated that at the conclusion of the Executive Session the Board would return to the Regular Session and invite the public to return to the room.

The Board returned to Regular Session at 11:33 a.m.

**Commission Call**

Vice-Chair Kramer reported that HB2645A is still moving and may be reassigned from Public Health to Public Safety; Senator Winters is supportive and has 18 votes in the Senate. He stated that he is optimistic about the Bill's chances. He

stated that Wasco County is helping AOC lead the charge.

Chair Runyon said that he has responded to an email from AOC regarding the issue of recreational immunity. He asked how the Board feels about putting together a letter in response to that.

**\*\*\*The Board was in consensus to sign a letter in support of Senate Bill 327.\*\*\***

Chair Runyon stated that he is pleased that the Governor has included the Veterans Service Offices back into the Lottery funding formula. He said that he told the story many times on his recent trip of what is done at the Wasco County Veterans Service Office – it is simply not done at other offices around the country.

Commissioner Kramer noted that Sheriff Magill just forwarded a letter from Sherman County Fire and Rescue regarding the upcoming eclipse. He asked that the Commissioners review this letter for discussion at the next session. Chair Runyon stated that he recently returned from a trip to Washington D.C. The trip was for outreach and awareness of veterans' issues including PTSD and funding for services not only for the veterans but for their families who are also impacted; some families have loved ones among the Missing in Action and Prisoners of War. He said that the trip was an effort to keep those issues alive – issues that extend beyond the veteran. He said that it was a learning experience and he wants to continue to spread that message.

Commissioner Hege reported that he met with Senior Planner Dustin Nilsen and learned that National Scenic Area funding is now back in the State budget. Mr. Stone said that he believes Hood River's announcement that they would be withdrawing from the program influenced that decision.

Commissioner Hege announced that the State has accepted his application to fill a position on their Economic Development Commission. He said that he is not the only applicant.

Ms. White reminded the Board that the ODF has asked that their customer service survey be completed and returned by next week.

**\*\*\*The Board was in consensus for Commissioner Hege to complete the Oregon Department of Forestry Customer Service Survey on behalf of the Board.\*\*\***

Chair Runyon adjourned the meeting at 11:49 a.m.

Summary of Actions
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**Motions Passed**

- **To approve ODOT Rail and Public Transit Division Agreement #32222 for the 2017-2019 Biennium.**
- **To approve the Stewardship Agreement between Wasco County and the US Forest Service, Mt. Hood National Forest.**
- **To approve the Intergovernmental Agreement for Ascend/Prov AI Software Support.**
- **To approve the demolition of the house located at 1915 W. 10<sup>th</sup> Street and the selection of Wilson Trucking and Excavating, pending legal approval.**
- **To declare the house at 1915 W. 10<sup>th</sup> Street as surplus to be disposed of appropriately.**
- **To approve Resolution 17-007 to adopt the 2017-2018 Fiscal Year Budget as presented with the addition of \$2,500 in funding for the Fort Dalles Museum personnel budget.**
- **To approve the Memorandum of Understanding between Hood River County Emergency Management and Wasco County Emergency Management.**
- **To approve the Memorandum of Understanding between Sherman County Emergency Management and Wasco County Emergency Management.**
- **To approve signing the Proclamation declaring June 2017, to be Parents Who Host, Lose The Most: Don't be a party to teenage drinking month.**
- **To adopt the 2017-2018 Wasco County Strategic Plan.**
- **To approve the 2017 Summit Notes.**
- **To accept the Letter of Agreement amending the original Tax Abatement Agreement for the third Design LLC Enterprise Zone.**
- **To approve the selection of 6-Rivers Mediation as the provider for Community Dispute Resolution services in Wasco County.**
- **To approve the Consent Agenda as presented – 5.17.2017 Regular Session Minutes.**

**Consensus**

- **To sign a letter in support of Senate Bill 327.**
- **For Commissioner Hege to complete the Oregon Department of Forestry Customer Service Survey on behalf of the Board.**

Wasco County  
Board of Commissioners

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Rod L. Runyon, Board Chair

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Scott C. Hege, County Commissioner

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Steven D. Kramer, County Commissioner



WASCO COUNTY BOARD OF COMMISSIONERS  
WORK SESSION  
JUNE 8, 2017

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

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

The Work Session began at 11:20 a.m. Vice-Chair Kramer explained that he has asked for scheduled work sessions to provide Board members the opportunity to share information about current issues and activities that individual Commissioners are working on or involved with.

Commissioner Hege asked for further explanation. Vice-Chair Kramer said that for example, it would be good to share information regarding House Bill 2004 which would protect low-income tenants from eviction when they file complaints about needed repairs. Chair Runyon stated that NORCOR issues would be another good example. Vice-Chair Kramer went on to say that each Commissioner may discuss issues and activities with Mr. Stone who will in turn try to share that information with the other Commissioners but that is not an efficient or effective way to share the information necessary for the Board to be well-informed.

Chair Runyon said that he would also welcome the opportunity to talk about current local events; right now there is a City of The Dalles issue that could impact the County Board. He said that he thinks sharing of information is a good idea and it can only occur in publicly noticed meetings.

Vice-Chair Kramer asked if there had been any further discussion about Gilliam County withdrawing from North Central Public Health District. Commissioner Hege replied that it had not been mentioned again at NCPHD meetings. He

WASCO COUNTY BOARD OF COMMISSIONERS  
WORK SESSION  
JUNE 8, 2017  
PAGE 2

added that there is a possibility that NCPHD will be getting more funding from the CCO.

Vice-Chair Kramer noted that he attended the CCO meeting last month and plans to go again; he is interested in promoting home health care. He added that he will be talking at the Community Development meeting Monday to present an overview of what is going on with the Work Force group. He said that he does not interact with the business community as much as Commissioner Hege but does sit on East Cascades Workforce Investment Board; input from Commissioner Hege would be valuable.

Commissioner Hege played a voice mail from Mayor Lawrence in which the Mayor indicated that he has brought a request to the City Council to disperse the remaining \$2,500 in Immediate Opportunity funds to the Civic to help pay off a debt.

Further discussion ensued regarding the process for distributing those funds and what other organizations may have projects to which those funds might be applied. Commissioner Hege added that the City and County can anticipate receiving additional initial fees funds from the third Google Enterprise Zone; it is possible that some of those funds will be applied as Immediate Opportunity funds as well. He observed that there are varying opinions as to how those funds should be distributed – some believe that they should go to all the taxing districts just as regular taxes are distributed; others believe that they should be used to fund projects based on a prioritized list.

Vice-Chair Kramer pointed out that the Civic may be a conflict of interest for Mayor Lawrence; at the least, he has a bias where the Civic is concerned. The Board concluded that this would be best moved to the June 21<sup>st</sup> session for discussion and a decision.

Chair Runyon stated that on June 13 at 9 a.m. the Gorge Commission will meet at the Readiness Center; the UPRR appeal will be first on the agenda. Senior Planner Dustin Nilsen stated that he would be there along with Mr. Stone, Planning Director Angie Brewer, County Counsel Kristen Campbell and any members of the Board who want to attend.

Mr. Stone said that Vice-Chair Kramer had followed up on a complaint that had come in regarding safety issues on Steel Road. He had convened a meeting to address the complaints; the meeting included Mr. Stone, Vice-Chair Kramer, representatives from Waste Connections and the Landfill and Public Works Director Arthur Smith. The citizen's major complaint was about garbage truck



traffic on Steele Road.

Mr. Stone went on to say that he drafted a response that outlined what we have already done – more than 300 signs, striping, etc. – and what we may be willing to do. He said that another issue raised is the weight of the garbage trucks as they cross a bridge located on Steele Road; that bridge has been reduced to one lane until it can be reinforced to safely handle 2-lane truck traffic. He said that we have agreed to review statistics and enhance patrols on Steele Road.

Mr. Stone stated that the Sheriff reviewed records going back to 2001 and found no incidents on Steele Road. Enhanced patrols have reported that the professional drivers are being very safe and driving within the speed limit. Vice-Chair Kramer added that brand new drivers are issued GPS for monitoring.

Mr. Stone went on to say that once the signing and bridge reinforcement is completed, we will request a State traffic study to evaluate the speed limits on Steele Road. Vice-Chair Kramer said that there has been no response to the letter.

Commissioner Hege said he thought there was another traffic issue. Vice-Chair Kramer responded that South County AA – a straight stretch from Dodson to the South Ramp is the piece in question; we are waiting for a State survey – they set the speed.

Human Resources Manager Nichole Biechler observed that the Board had added \$2,500 to the Museum budget in order to increase hours for the Museum Director and/or add an assistant position. She pointed out that the Museum Director position is not on the salary matrix and we will be evaluating the position through HR Answers. However, even our lowest paid employee makes more than the Museum Director; if they increase his hours and his wages, they may not be able to afford him. She said she would like to job shadow the Director to get a better sense of exactly what his job encompasses.

Mr. Stone commented that we really need to turn to Museum over to the City of The Dalles. Commissioner Hege agreed.

Ms. Biechler went on to say that the Museum Director's annual review and increase is due in July. The Museum could ask for an increase in his wages; we might base that increase on the Museum revenue. Mr. Stone pointed out that the compensation policy says that increases are made with "available" funds.

Finance Director Mike Middleton said that the Museum Director should not be placed on the matrix; 2.5% is the standard step increase and that is what we should do for the Director. He said that another alternative is to make the

position salaried so that wages are not tied to hours.

Commissioner Hege asked who will make the final decision on the increase. Mr. Middleton said that technically that would go to Mr. Stone. Commissioner Hege suggested that Mr. Stone could delegate that to Mr. Middleton. Mr. Middleton said that arrangement would be fine; he is working with them and attending their Board meetings.

Commissioner Hege noted that this process is not true for other staff. Mr. Middleton agreed but observed that this is outside the norm; even if a Director wants to do something outside the norm, they have to bring it to the Board of Commissioners. Ms. Biechler added that we have a couple of positions that have board oversight; their Board makes a recommendation and we act based on that recommendation. Commissioner Hege said that we need someone to be the point person for this.

Ms. Biechler reported that she had taken the issue of Commissioners and the Administrative Officer being allowed to carry concealed weapons within the Courthouse to the Judges and they will not agree to allow that. Commissioner Hege asked who makes the decision. Ms. Biechler replied that the presiding Judge makes the final decision. Mr. Stone added that the Sheriff is also opposed to the idea.

Commissioner Hege pointed out that the Courts do not own the building; the County owns the building. He said that it apparently does not matter how we feel as it is being dictated to us.

Ms. Biechler said that they feel that the panic button system is adequate to provide for safety. She said that the button needs to be held down for five seconds in order to be activated. Commissioner Hege pointed out that there has been no training for use of the panic buttons. Ms. Biechler responded that the Safety Committee has discussed that point.

Chair Runyon said that he is not comfortable with the Facilities Manager dictating whether or not the Commissioners get extra keys; Commissioners should be able to request that. He said at the very least, the Board should be involved in that decision. Commissioner Hege said that access to meeting rooms should be easier. Mr. Stone responded that the Facilities Manager is not wrong to protect the key pool; we hope to get card readers.

Chair Runyon said that he needs to be able to get through doors when he enters the building after hours; Commissioners need to be able to get into their normal spaces. He said he wants to be involved in this conversation.

Some discussion ensued around air quality in the Assessment and Taxation office and the Public Works building. Mr. Nilsen said that CO<sub>2</sub> in the Public Works building is more of an issue than the fumes from the nearby creosote. He said it was comforting to have the scientists on site to explain the statistics and answer questions. He said that although the new formula has decreased the odor, it is still sometimes noticeable; that is driven by atmospheric conditions.

Commissioner Hege observed that at the Management Team meeting, Ms. Biechler had mentioned low morale. He asked how she knows. Ms. Biechler replied that employees talk to her. She said that what she is hearing is that the leadership team is moving forward but not communicating well with staff.

Mr. Stone asked exactly what we are talking about and if the problem is widespread. Ms. Biechler replied that she is building rapport with staff and the communication piece is the big struggle. She said that some departments are really good about it and others are not.

Chair Runyon stated that he has heard from the Road Department that morale is up. Ms. Biechler said that she has been out there nearly every day for the last two weeks and things are getting better.

Further discussion ensued regarding ways for the Board to be more approachable. It was suggested that attending occasional staff meetings might be a good approach. Chair Runyon said that he wants to be an observer at those meetings, only participating by invitation.

The session adjourned at 12:47 p.m.

Wasco County  
Board of Commissioners

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Rod L. Runyon, Board Chair

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Steven D. Kramer, Board Vice-Chair

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Scott C. Hege, County Commissioner

## **Consent Agenda Reappointments**

- [15-Mile Watershed Council](#)
- [Board of Review](#)
- [Board of Property Tax Appeals](#)
- [Early Learning Hub Governance Board](#)
- [Historic Columbia River Highway Advisory Committee](#)
- [Library Service District Board of Directors](#)
- [Solid Waste Advisory Committee](#)
- [Special Transportation Funds Advisory Committee](#)
- [Urban Renewal Advisory Committee](#)

## **Reappointments 15-Mile Watershed Council**

- [Order 17-024 Reappointing Bill Hammel](#)
- [Order 17-025 Reappointing Monte Wasson](#)
- [Order 17-026 Reappointing James Olsen](#)
- [Order 17-027 Reappointing Bill Markman](#)

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF REAPPOINTING BILL	)	
HAMMEL TO THE 15-MILE WATERSHED	)	O R D E R
COUNCIL	)	#17-024

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

IT APPEARING TO THE BOARD: That the Wasco County Soil & Water Conservation District has requested that the Wasco County Board of Commissioners appoint individuals to the 15-Mile Watershed Council; and

IT FURTHER APPEARING TO THE BOARD: That Bill Hammel's appointment expires June 30, 2017; and

IT FURTHER APPEARING TO THE BOARD: That Bill Hammel is willing and is qualified to be re-appointed to the 15-Mile Watershed Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Bill Hammel be and is hereby re-appointed to the 15-Mile Watershed Council for a term to expire on June 30, 2020.

DATED this 21<sup>st</sup> day of June, 2017.

WASCO COUNTY BOARD  
OF COMMISSIONERS

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Rod L. Runyon, Commission Chair

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Steven D. Kramer, Commission Vice-Chair

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Scott C. Hege, County Commissioner

APPROVED AS TO FORM:

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Kristen Campbell  
Wasco County Counsel



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

IN THE MATTER OF REAPPOINTING MONTE )  
WASSON TO THE 15-MILE WATERSHED ) O R D E R  
COUNCIL ) #17-025

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 the Wasco County Soil &  
Water Conservation District has requested that the Wasco County Board of  
Commissioners appoint individuals to the 15-Mile Watershed Council; and

IT FURTHER APPEARING TO THE BOARD: That Monte Wasson's  
appointment expires June 30, 2017; and

IT FURTHER APPEARING TO THE BOARD: That Monte Wasson is willing and is qualified to be re-appointed to the 15-Mile Watershed Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Monte Wasson be and is hereby re-appointed to the 15-Mile Watershed Council for a term to expire on June 30, 2020.

DATED this 21<sup>st</sup> day of June, 2017.

WASCO COUNTY BOARD  
OF COMMISSIONERS

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Rod L. Runyon, Commission Chair

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Steven D. Kramer, Commission Vice-Chair

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Scott C. Hege, County Commissioner

APPROVED AS TO FORM:

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Kristen Campbell  
Wasco County Counsel

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF REAPPOINTING JAMES )  
OLSEN TO THE 15-MILE WATERSHED ) O R D E R  
COUNCIL ) #17-026

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 the Wasco County Soil &  
Water Conservation District has requested that the Wasco County Board of  
Commissioners appoint individuals to the 15-Mile Watershed Council; and

IT FURTHER APPEARING TO THE BOARD: That James Olsen's  
appointment expires June 30, 2017; and

IT FURTHER APPEARING TO THE BOARD: That James Olsen is willing and is qualified to be re-appointed to the 15-Mile Watershed Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That James Olsen be and is hereby re-appointed to the 15-Mile Watershed Council for a term to expire on June 30, 2020.

DATED this 21<sup>st</sup> day of June, 2017.

WASCO COUNTY BOARD  
OF COMMISSIONERS

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Rod L. Runyon, Commission Chair

---

Steven D. Kramer, Commission Vice-Chair

---

Scott C. Hege, County Commissioner

APPROVED AS TO FORM:

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Kristen Campbell  
Wasco County Counsel

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

IN THE MATTER OF REAPPOINTING BILL )  
MARKMAN TO THE 15-MILE WATERSHED ) O R D E R  
COUNCIL ) #17-027

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 the Wasco County Soil &  
Water Conservation District has requested that the Wasco County Board of  
Commissioners appoint individuals to the 15-Mile Watershed Council; and

IT FURTHER APPEARING TO THE BOARD: That Bill Markman's  
appointment expires June 30, 2017; and

IT FURTHER APPEARING TO THE BOARD: That Bill Markman is willing and is qualified to be re-appointed to the 15-Mile Watershed Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Bill Markman be and is hereby re-appointed to the 15-Mile Watershed Council for a term to expire on June 30, 2020.

DATED this 21<sup>st</sup> day of June, 2017.

WASCO COUNTY BOARD  
OF COMMISSIONERS

---

Rod L. Runyon, Commission Chair

---

Steven D. Kramer, Commission Vice-Chair

---

Scott C. Hege, County Commissioner

APPROVED AS TO FORM:

---

Kristen Campbell  
Wasco County Counsel

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF REAPPOINTING BILL	)	
MARKMAN TO THE 15-MILE WATERSHED	)	O R D E R
COUNCIL	)	#17-027

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 the Wasco County Soil & Water Conservation District has requested that the Wasco County Board of Commissioners appoint individuals to the 15-Mile Watershed Council; and

IT FURTHER APPEARING TO THE BOARD: That Bill Markman's appointment expires June 30, 2017; and



IT FURTHER APPEARING TO THE BOARD: That Bill Markman is willing and is qualified to be re-appointed to the 15-Mile Watershed Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Bill Markman be and is hereby re-appointed to the 15-Mile Watershed Council for a term to expire on June 30, 2020.

DATED this 21<sup>st</sup> day of June, 2017.

WASCO COUNTY BOARD  
OF COMMISSIONERS

---

Rod L. Runyon, Commission Chair

---

Steven D. Kramer, Commission Vice-Chair

---

Scott C. Hege, County Commissioner

APPROVED AS TO FORM:

---

Kristen Campbell  
Wasco County Counsel

## **Reappointments Board of Review**

- [Order 17-028 Reappointing Jerry Duling](#)
- [Order 17-029 Reappointing David Cooper](#)
- [Order 17-030 Reappointing Rich Remington](#)

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

IN THE MATTER OF THE REAPPOINTMENT OF )  
JERRY DULING TO THE WASCO COUNTY ) ORDER  
BOARD OF REVIEW ) #17-028

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 ORS 308.350 requires this Board of Commissioners to appoint two members to the County Board of Review and requires the County Assessor to appoint two members to the County Board of Review and requires the four members to appoint one additional member, said Board to advise the County Assessor on true cash values of agricultural lands in Wasco County; and

IT FURTHER APPEARING TO THE BOARD: That Jerry Duling's term on the Wasco County Board of Review will expire on June 30, 2017; and

IT FURTHER APPEARING TO THE BOARD: That Jerry Duling is willing and is qualified to be reappointed to serve on the Wasco County Board of Review.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Jerry Duling be and is hereby reappointed to the Wasco County Board of Review as an Assessor Appointee; said term to expire on June 30, 2019.

DATED this 21<sup>st</sup> day of June, 2017.

WASCO COUNTY BOARD  
OF COMMISSIONERS

---

Rod L. Runyon, Commission Chair

---

Steven D. Kramer, Commission Vice-Chair

---

Scott C. Hege, County Commissioner

APPROVED AS TO FORM:

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Kristen Campbell  
Wasco County Counsel

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

IN THE MATTER OF THE REAPPOINTMENT OF )  
DAVID COOPER TO THE WASCO COUNTY ) ORDER  
BOARD OF REVIEW ) #17-029

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 ORS 308.350 requires this Board of Commissioners to appoint two members to the County Board of Review and requires the County Assessor to appoint two members to the County Board of Review and requires the four members to appoint one additional member, said Board to advise the County Assessor on true cash values of agricultural lands in Wasco County; and

IT FURTHER APPEARING TO THE BOARD: That David Cooper's term on the Wasco County Board of Review will expire on June 30, 2017; and

IT FURTHER APPEARING TO THE BOARD: That David Cooper is willing and is qualified to be reappointed to serve on the Wasco County Board of Review.

NOW, THEREFORE, IT IS HEREBY ORDERED: That David Cooper be and is hereby reappointed to the Wasco County Board of Review as an Assessor Appointee; said term to expire on June 30, 2019.

DATED this 21<sup>st</sup> day of June, 2017.

WASCO COUNTY BOARD  
OF COMMISSIONERS

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Rod L. Runyon, Commission Chair

---

Steven D. Kramer, Commission Vice-Chair

---

Scott C. Hege, County Commissioner

APPROVED AS TO FORM:

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Kristen Campbell  
Wasco County Counsel

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

IN THE MATTER OF THE REAPPOINTMENT OF )  
RICH REMINGTON TO THE WASCO COUNTY ) ORDER  
BOARD OF REVIEW ) #17-030

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 ORS 308.350 requires this Board of Commissioners to appoint two members to the County Board of Review and requires the County Assessor to appoint two members to the County Board of Review and requires the four members to appoint one additional member, said Board to advise the County Assessor on true cash values of agricultural lands in Wasco County; and

IT FURTHER APPEARING TO THE BOARD: That Rich Remington's term on the Wasco County Board of Review will expire on June 30, 2017; and



IT FURTHER APPEARING TO THE BOARD: That Rich Remington is willing and is qualified to be reappointed to serve on the Wasco County Board of Review.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Rich Remington be and is hereby reappointed to the Wasco County Board of Review as an Assessor Appointee; said term to expire on June 30, 2019.

DATED this 21<sup>st</sup> day of June, 2017.

WASCO COUNTY BOARD  
OF COMMISSIONERS

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Rod L. Runyon, Commission Chair

---

Steven D. Kramer, Commission Vice-Chair

---

Scott C. Hege, County Commissioner

APPROVED AS TO FORM:

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Kristen Campbell  
Wasco County Counsel

## **Reappointments**

### **Wasco County Board of Property Tax Appeals**

- [Order 17-037 Reappointing Scott Hege](#)
- [Order 17-038 Reappointing Del Cesar](#)
- [Order 17-039 Reappointing Ken Polehn](#)
- [Order 17-040 Reappointing Dee Ashley](#)
- [Order 17-041 Reappointing John Hutchison](#)
- [Order 17-042 Reappointing Vickie Ellett](#)

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

IN THE MATTER OF THE REAPPOINTMENT OF )  
SCOTT HEGE TO THE WASCO COUNTY BOARD ) ORDER  
OF PROPERTY TAX APPEALS CHAIRPERSON POOL ) #17-037

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

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

IT FURTHER APPEARING TO THE BOARD: That Scott Hege's term on  
the Wasco County Board of Property Tax Appeals will expire as of June 30, 2017;  
and

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

NOW, THEREFORE, IT IS HEREBY ORDERED: That Scott Hege be and is hereby reappointed to the Wasco County Board of Property Tax Appeals Chairperson Pool in accordance with ORS 309.067(1)(b) for a period beginning July 1, 2017, through June 30, 2018.

DATED this 21<sup>st</sup> day of June, 2017.

WASCO COUNTY BOARD  
OF COMMISSIONERS

---

Rod L. Runyon, Commission Chair

---

Steven D. Kramer, Commission Vice-Chair

---

Scott C. Hege, County Commissioner

APPROVED AS TO FORM:

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Kristen Campbell  
Wasco County Counsel

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF	)	
DEL CESAR TO THE WASCO COUNTY BOARD	)	ORDER
OF PROPERTY TAX APPEALS CHAIR PERSONS POOL	)	#17-038
AND NONOFFICE-HOLDING POOL	)	

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

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

IT FURTHER APPEARING TO THE BOARD: That Del Cesar's term on the Wasco County Board of Property Tax Appeals will expire as of June 30, 2017; and

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

NOW, THEREFORE, IT IS HEREBY ORDERED: That Del Cesar be and is hereby reappointed to the Wasco County Board of Property Tax Appeals Chair Persons Pool and Nonoffice-holding Pool in accordance with ORS 309.067(1)(b) for a period beginning July 1, 2017, through June 30, 2018.30, 2018.

DATED this 21<sup>st</sup> day of June, 2017.

WASCO COUNTY BOARD  
OF COMMISSIONERS

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Rod L. Runyon, Commission Chair

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Steven D. Kramer, Commission Vice-Chair

---

Scott C. Hege, County Commissioner

APPROVED AS TO FORM:

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Kristen Campbell  
Wasco County Counsel

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF	)	
KEN POLEHN TO THE WASCO COUNTY BOARD	)	ORDER
OF PROPERTY TAX APPEALS CHAIR PERSONS POOL	)	#17-039
AND NONOFFICE-HOLDING POOL	)	

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

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

IT FURTHER APPEARING TO THE BOARD: That Ken Polehn's term on the Wasco County Board of Property Tax Appeals will expire as of June 30, 2017; and

IT FURTHER APPEARING TO THE BOARD: That Ken Polehn is willing and is qualified to be reappointed to the Wasco County Board of Property Tax Appeals.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Ken Polehn be and is hereby reappointed to the Wasco County Board of Property Tax Appeals Chair Persons Pool and Nonoffice-holding Pool in accordance with ORS 309.067(1)(b) for a period beginning July 1, 2017, through June 30, 2018.

DATED this 21<sup>st</sup> day of June, 2017.

WASCO COUNTY BOARD  
OF COMMISSIONERS

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Rod L. Runyon, Commission Chair

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Steven D. Kramer, Commission Vice-Chair

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Scott C. Hege, County Commissioner

APPROVED AS TO FORM:

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Kristen Campbell  
Wasco County Counsel



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF	)	
DEE ASHLEY TO THE WASCO COUNTY BOARD	)	ORDER
OF PROPERTY TAX APPEALS CHAIR PERSONS POOL	)	#17-040
AND NONOFFICE-HOLDING POOL	)	

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

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

IT FURTHER APPEARING TO THE BOARD: That Dee Ashley's term on the Wasco County Board of Property Tax Appeals will expire as of June 30, 2017; and

IT FURTHER APPEARING TO THE BOARD: That Dee Ashley is willing and is qualified to be reappointed to the Wasco County Board of Property Tax Appeals.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Dee Ashley be and is hereby reappointed to the Wasco County Board of Property Tax Appeals Chair Persons Pool and Nonoffice-holding Pool in accordance with ORS 309.067(1)(b) for a period beginning July 1, 2017, through June 30, 2018.

DATED this 21<sup>st</sup> day of June, 2017.

WASCO COUNTY BOARD  
OF COMMISSIONERS

---

Rod L. Runyon, Commission Chair

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Steven D. Kramer, Commission Vice-Chair

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Scott C. Hege, County Commissioner

APPROVED AS TO FORM:

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Kristen Campbell  
Wasco County Counsel

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF	)	
JOHN HUTCHISON TO THE WASCO COUNTY	)	
OF PROPERTY TAX APPEALS CHAIR PERSONS POOL	)	ORDER
AND NONOFFICE-HOLDING POOL	)	#17-041

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

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

IT FURTHER APPEARING TO THE BOARD: That John Hutchison's term on the Wasco County Board of Property Tax Appeals will expire as of June 30, 2017; and

IT FURTHER APPEARING TO THE BOARD: That John Hutchison is willing and is qualified to be reappointed to the Wasco County Board of Property Tax Appeals.

NOW, THEREFORE, IT IS HEREBY ORDERED: That John Hutchison be and is hereby reappointed to the Wasco County Board of Property Tax Appeals Chair Persons Pool and Nonoffice-holding Pool in accordance with ORS 309.067(1)(b) for a period beginning July 1, 2017, through June 30, 2018.

DATED this 21<sup>st</sup> day of June, 2017.

WASCO COUNTY BOARD  
OF COMMISSIONERS

---

Rod L. Runyon, Commission Chair

---

Steven D. Kramer, Commission Vice-Chair

---

Scott C. Hege, County Commissioner

APPROVED AS TO FORM:

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Kristen Campbell  
Wasco County Counsel

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF	)	
VICKIE ELLETT TO THE WASCO COUNTY	)	
OF PROPERTY TAX APPEALS CHAIR PERSONS POOL	)	ORDER
AND NONOFFICE-HOLDING POOL	)	#17-042

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

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

IT FURTHER APPEARING TO THE BOARD: That Vickie Ellett's term on the Wasco County Board of Property Tax Appeals will expire as of June 30, 2017; and

IT FURTHER APPEARING TO THE BOARD: That Vickie Ellett is willing and is qualified to be reappointed to the Wasco County Board of Property Tax Appeals.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Vickie Ellett be and is hereby reappointed to the Wasco County Board of Property Tax Appeals Chair Persons Pool and Nonoffice-holding Pool in accordance with ORS 309.067(1)(b) for a period beginning July 1, 2017, through June 30, 2018.

DATED this 21<sup>st</sup> day of June, 2017.

WASCO COUNTY BOARD  
OF COMMISSIONERS

---

Rod L. Runyon, Commission Chair

---

Steven D. Kramer, Commission Vice-Chair

---

Scott C. Hege, County Commissioner

APPROVED AS TO FORM:

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Kristen Campbell  
Wasco County Counsel

**Reappointments**  
**Early Learning Hub Governance Board**

- [Order 17-031 Reappointing Debby Jones](#)

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

IN THE MATTER OF THE REAPPOINTMENT OF )  
DEBBY JONES TO REPRESENT WASCO ) ORDER  
COUNTY ON THE FOUR RIVERS EARLY ) #17-031  
LEARNING HUB GOVERNANCE BOARD )

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: The Four Rivers Early Learning Hub has been formed for Gilliam, Hood River, Sherman, Wasco and Wheeler Counties; and

IT FURTHER APPEARING TO THE BOARD: That each County participating in the Hub is to have an appointed representative to serve on the Governance Board; and



IT FUTHER APPEARING TO THE BOARD: That Debby Jones' appointment to the Four Rivers Early Learning Hub Governance Board will expire on June 30, 2017; and

IT FURTHER APPEARING TO THE BOARD: That Debby Jones is willing and is qualified to be reappointed to represent Wasco County on the Four Rivers Early Learning Hub.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Debby Jones be and is hereby reappointed to represent Wasco County on the Four Rivers Early Learning Hub; said term to expire on June 30, 2019.

DATED this 21<sup>st</sup> day of June, 2017.

WASCO COUNTY  
BOARD OF COMMISSIONERS

---

Rod L. Runyon, Commission Chair

APPROVED AS TO FORM:

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Steven D. Kramer, Commission Vice-Chair

---

Kristen Campbell  
Wasco County Counsel

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Scott C. Hege, County Commissioner

## **Reappointments**

### **Wasco County Economic Development Commission**

- [Staff Memo](#)
- [Order 17-032 Reappointing Terry Moore](#)

## Memorandum

**Date:** May 24, 2017  
**To:** Wasco County Board of Commissioners  
**From:** Carrie Pipinich, Wasco County EDC Staff  
**Re:** EDC Reappointment: Position 1

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### Overview

EDC Commissioner Terry Moore was chosen three years ago to fulfill the remainder of a term on the EDC for Position 1 that represents Northern Wasco County, focused on the Mosier area. This term will be completed on June 31, 2017. EDC Commissioner Moore has expressed interest in reappointment for an additional term. Terry has brought strong leadership within the Mosier community and expertise in economic development, transportation/land use planning, and strategic planning built from a career in the field to the EDC's efforts.

Additionally, as all of the other EDC position terms are on a cycle that concludes on December 31, staff is requesting that the term shift to a December 31 end to better align with the other EDC terms.

### Request

Final appointments are made by the Wasco County Board of Commissioners.

- The EDC recommends reappointment of **Terry Moore** for Position 1 to fulfill the term through December 31, 2021.

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

IN THE MATTER OF THE REAPPOINTMENT OF )  
TERRY MOORE TO THE WASCO COUNTY ECONOMIC ) ORDER  
DEVELOPMENT COMMISSION POSITION #1 ) #17-032

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 Terry Moore's appointment to the Wasco County Economic Development Commission (EDC) expires June 30, 2017; and

IT FURTHER APPEARING TO THE BOARD: That Terry Moore is willing and is qualified to be reappointed to the Wasco County Economic Development Commission.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Terry Moore be  
and is hereby reappointed to the Wasco County Economic Development Commission  
in Position #1; said term to expire on June 30, 2021.

DATED this 21<sup>st</sup> Day of June, 2017

WASCO COUNTY BOARD  
OF COMMISSIONERS

---

Rod L. Runyon, Commission Chair

---

Steven D. Kramer, Commission Vice-Chair

---

Scott Hege, County Commissioner

APPROVED AS TO FORM:

---

Kristen Campbell  
Wasco County Counsel

**Reappointments  
Historic Columbia River Highway  
Advisory Committee**

- [Order 17-033 Reappointing Judy Davis](#)

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

IN THE MATTER OF THE REAPPOINTMENT OF	)	
JUDY DAVIS AS WASCO COUNTY'S REPRESENTATIVE)	)	ORDER
ON THE HISTORIC COLUMBIA RIVER HIGHWAY	)	#17-033
ADVISORY COMMITTEE	)	

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

IT APPEARING TO THE BOARD: That Judy Davis' appointment as Wasco County's representative on the Historic Columbia River Highway Advisory Committee expires June 30, 2017; and

IT FURTHER APPEARING TO THE BOARD: That Judy Davis is willing and is qualified to be reappointed to the Historic Columbia River Highway Advisory Committee.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Judy Davis be and is hereby reappointed to the Historic Columbia River Highway Advisory Committee; said term to expire on June 30, 2021.

DATED this 21<sup>st</sup> Day of June, 2017

WASCO COUNTY BOARD  
OF COMMISSIONERS

---

Rod L. Runyon, Commission Chair

---

Steven D. Kramer, Commission Vice-Chair

---

Steve Kramer, County Commissioner

APPROVED AS TO FORM:

---

Kristen Campbell  
Wasco County Counsel



**Reappointments**  
**Wasco County Library Service District**  
**Board of Directors**

- [Order 17-034 Reappointing Carolyn Wood](#)
- [Order 17-035 Reappointing Rita Rathkey](#)

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON  
IN AND FOR THE  
WASCO COUNTY LIBRARY SERVICE DISTRICT

IN THE MATTER OF THE REAPPOINTMENT OF )  
CAROLYN WOOD TO THE WASCO COUNTY ) O R D E R  
LIBRARY SERVICE DISTRICT BOARD OF ) #17-034  
DIRECTORS. )

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

IT APPEARING TO THE BOARD: That Carolyn Wood's term on the  
Wasco County Library Service District Board of Directors will expire on  
June 30, 2017; and

IT FURTHER APPEARING TO THE BOARD: That Carolyn Wood is  
willing and is qualified to be reappointed to the Wasco County Library Service  
District Board of Directors in an At Large position.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Carolyn Wood be and is hereby reappointed to the Wasco County Library Service District Board of Directors; said term to expire on June 30, 2021.

DATED this 21<sup>st</sup> day of June, 2017.

WASCO COUNTY BOARD  
OF COMMISSIONERS

---

Rod L. Runyon, Commission Chair

---

Steven D. Kramer, Commission Vice-Chair

---

Scott C. Hege, County Commissioner

APPROVED AS TO FORM:

---

Kristen Campbell  
Wasco County Counsel

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON  
IN AND FOR THE  
WASCO COUNTY LIBRARY SERVICE DISTRICT

IN THE MATTER OF THE REAPPOINTMENT OF )  
RITA RATHKEY TO THE WASCO COUNTY ) O R D E R  
LIBRARY SERVICE DISTRICT BOARD OF ) #17-035  
DIRECTORS. )

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

IT APPEARING TO THE BOARD: That Rita Rathkey's term on the Wasco  
County Library Service District Board of Directors will expire on  
June 30, 2017; and

IT FURTHER APPEARING TO THE BOARD: That Rita Rathkey is  
willing and is qualified to be reappointed to the Wasco County Library Service  
District Board of Directors in an At Large position.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Rita Rathkey be and is hereby reappointed to the Wasco County Library Service District Board of Directors; said term to expire on June 30, 2021.

DATED this 21<sup>st</sup> day of June, 2017.

WASCO COUNTY BOARD  
OF COMMISSIONERS

---

Rod L. Runyon, Commission Chair

---

Steven D. Kramer, Commission Vice-Chair

---

Scott C. Hege, County Commissioner

APPROVED AS TO FORM:

---

Kristen Campbell  
Wasco County Counsel

**Reappointments**  
**Solid Waste Advisory Committee**

- [Order 17-043 Reappointing Frank Kay](#)

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF )  
FRANK KAY TO THE WASCO COUNTY ) O R D E R  
SOLID WASTE ADVISORY COMMITTEE. ) #17-043

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 a Frank Kay's appointment to  
the Wasco County Solid Waste Advisory Committee will expire on June 30, 2017;  
and

IT FURTHER APPEARING TO THE BOARD: That Frank Kay is  
willing and is qualified to be re-appointed to the Wasco County Solid Waste  
Advisory Committee.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Frank Kay be  
and is hereby re-appointed to the Wasco County Solid Waste Advisory  
Committee; said term to expire on June 30, 2020.

DATED this 21<sup>st</sup> day of June, 2017.

WASCO COUNTY BOARD  
OF COMMISSIONERS

---

Rod L. Runyon, Commission Chair

---

Steven D. Kramer, Commission Vice-Chair

---

Scott C. Hege, County Commissioner

APPROVED AS TO FORM:

---

Kristen Campbell  
Wasco County Counsel



**Reappointments**  
**Wasco County Special Transportation Funds**  
**Advisory Committee**

- [Order 17-044 Reappointing Lee Bryant](#)
- [Order 17-046 Reappointing Louise Sargent](#)

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

IN THE MATTER OF THE REAPPOINTMENT OF )  
LEE BRYANT TO THE WASCO SPECIAL ) ORDER  
TRANSPORTATION FUNDS ADVISORY ) #17-044  
COMMITTEE. )

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

IT APPEARING TO THE BOARD: That Lee Bryant's term on the  
Wasco Special Transportation Funds Advisory Committee will expire on June 30,  
2017; and

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

NOW, THEREFORE, IT IS HEREBY ORDERED: That Lee Bryant be  
and is hereby reappointed to the Wasco County Special Transportation Funds  
Advisory Committee; said term to expire on June 30, 2019.

DATED this 21<sup>st</sup> day of June, 2017.

WASCO COUNTY BOARD OF  
COUNTY COMMISSIONERS

---

Rod L. Runyon, Commission Chair

---

Steven D. Kramer, Commission Vice-Chair

---

Scott C. Hege, County Commissioner

APPROVED AS TO FORM:

---

Kristen Campbell  
Wasco County Counsel

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

IN THE MATTER OF THE REAPPOINTMENT OF )  
LOUISE SARGENT TO THE WASCO SPECIAL ) ORDER  
TRANSPORTATION FUNDS ADVISORY ) #17-046  
COMMITTEE. )

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

IT APPEARING TO THE BOARD: That Louise Sargent's term on the  
Wasco Special Transportation Funds Advisory Committee will expire on June 30,  
2017; and

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

NOW, THEREFORE, IT IS HEREBY ORDERED: That Louise  
Sargent be and is hereby reappointed to the Wasco County Special  
Transportation Funds Advisory Committee; said term to expire on June 30, 2019.

DATED this 21<sup>st</sup> day of June, 2017.

WASCO COUNTY BOARD OF  
COUNTY COMMISSIONERS

---

Rod L. Runyon, Commission Chair

---

Steven D. Kramer, Commission Vice-Chair

---

Scott C. Hege, County Commissioner

APPROVED AS TO FORM:

---

Kristen Campbell  
Wasco County Counsel

**Reappointments**  
**Urban Renewal Advisory Committee**

- [Order 17-047 Reappointing Steve Kramer](#)

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

IN THE MATTER OF THE REAPPOINTMENT )  
OF STEVE KRAMER TO THE CITY OF THE ) ORDER  
DALLES URBAN RENEWAL ADVISORY . ) #17-047  
COMMITTEE )

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

IT APPEARING TO THE BOARD: That Steve Kramer's term on the City of The Dalles Urban Renewal Advisory Committee will expire on June 30, 2017; and

IT FURTHER APPEARING TO THE BOARD: That Steve Kramer is willing and is qualified to be reappointed to the City of The Dalles Urban Renewal Advisory Committee.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Steve Kramer be  
and is hereby reappointed to the City of The Dalles Urban Renewal Advisory  
Committee; said term to expire on June 30, 2019.

DATED this 21<sup>st</sup> day of June, 2017.

WASCO COUNTY  
BOARD OF COMMISSIONERS

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Rod L. Runyon, Commission Chair

---

Steven D. Kramer, Commission Vice-Chair

---

Scott C. Hege, County Commissioner

APPROVED AS FORM:

---

Kristen Campbell  
Wasco County Counsel



## **Consent Agenda**

### **Miscellaneous Items**

- [Juvenile Crime Prevention Biennial Agreement](#)
- [Annual Burn Ban Order](#)
- [Annual Designation of Newspaper for Foreclosure](#)
- [Notices](#)
- [USDA APHIS Wildlife Services Plan Agreement](#)
- [Order Surplussing house located at 1915 West 10<sup>th</sup>](#)  
[Street](#)

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio tape, oral presentation, and computer disk. To request an alternate format call the State of Oregon, Oregon Youth Authority, Procurement Unit at (503) 373-7371.

**STATE OF OREGON  
INTERGOVERNMENTAL AGREEMENT  
JUVENILE CRIME PREVENTION BASIC SERVICES**



**Agreement # 13801**

This Juvenile Crime Prevention Basic Services Intergovernmental Agreement (the "Agreement") is between the State of Oregon acting by and through its **Oregon Youth Authority ("OYA" or "Agency")** and **Wasco County**, a political subdivision of the State of Oregon ("**County**").

WHEREAS, pursuant to ORS 190.110 and ORS 420A.010(6), the parties have authority to enter into intergovernmental cooperative agreements, and therefore agree to work together, focusing on the Oregon Benchmark – Preventing and Reducing Juvenile Crime, and to improve collaborative efforts.

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

**AGREEMENT**

- 1. Effective Date and Duration.** This Agreement shall become effective as of **July 1, 2017**. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate on **June 30, 2019**.
- 2. Consideration.** The maximum, not-to-exceed compensation payable to County under this Agreement, which includes any allowable expenses, is **\$69,145.00**. Payments shall be in accordance with the requirements in Exhibit E.
- 3. Agreement Documents, Order of Precedence.** This Agreement consists of the following documents, which are listed in descending order of precedence. In the event of a conflict between two or more of these documents, the language in the document with the highest precedence shall control.

This Agreement without Exhibits

Exhibit A	Definitions
Exhibit B	Terms and Conditions
Exhibit C	Program Requirements
Exhibit D	Provider Requirements
Exhibit E	Funding
Exhibit F	Service Tracking in JJIS
Exhibit G	Service Plan

All exhibits by this reference are hereby made part of this Agreement. Exhibits A-F are attached; Exhibit G is not attached but will be on file with County and OYA.

The parties, by signature of their authorized representative, hereby acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions.

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

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

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

**I hereby certify and affirm I am eligible and authorized to sign this agreement on behalf of the County.**

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

Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Facsimile: \_\_\_\_\_

**AGENCY:** STATE OF OREGON, acting by and through its Oregon Youth Authority

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Amber Forster, Designated Procurement Officer

Mailing Address: 530 Center St. NE, Suite 500  
Salem, Oregon 97301-3740  
Facsimile: (503) 373-7921

Approved as to Legal Sufficiency by the **Attorney General's Office:** (Required if total amount owing under the Agreement, including amendments, exceeds or is likely to exceed \$150,000.00)

By: Exempt OAR 137-045-0050  
Assistant Attorney General

Reviewed and Approved by **OYA Agreement Administrator:**

By: **Template approved via email** Date: 4/25/17  
Laura Ward

Reviewed by **OYA Procurement Specialist:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Alisha Schultz

**JUVENILE CRIME PREVENTION BASIC SERVICES  
INTERGOVERNMENTAL AGREEMENT  
EXHIBIT A  
DEFINITIONS**

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

1. **“Administrative Costs”** means Allowable Costs incurred by County or a Provider in administering implementation of the Service Plan, as determined in accordance with 2 CFR Part 225 and 2 CFR Part 230 (Office of Management and Budget Circulars A-87 and A-122, respectively) as revised from time to time.
2. **“Agreement”** means this Intergovernmental Agreement between OYA and County.
3. **“Allowable Costs”** means those costs that are reasonable and necessary for delivery of Services in implementation of the Service Plan as determined in accordance with 2 CFR Part 225 and 2 CFR Part 230 (Office of Management and Budget Circulars A-87 and A-122, respectively) as revised from time to time.
4. **“Claim”** has the meaning set forth in Section 15 of Exhibit B.
5. **“Client”** means any individual who receives a Service.
6. **“Close Custody Facility”** for purposes of this Agreement means OYA Youth Correctional Facilities and OYA Transition Programs.
7. **“Community Programs”** means those services and sanctions operated or administered by OYA and provided to delinquent youth outside the Close Custody Facilities. These include, but are not limited to, residential youth programs, certified family resources, individualized services, and other programs developed in accordance with the Service Plan.
8. **“County”** has the meaning set forth in the first paragraph of this Agreement.
9. **“Diversion Services”** means services outlined in the Service Plan as defined under ORS 420.017 and 420.019 and OAR 416-410-0030. Diversion Services are community based and operated to divert commitment of youth from OYA Close Custody Facilities. Funds for Diversion are paid under a separate Agreement between OYA and the Central and Eastern Oregon Juvenile Justice Consortium.
10. **“Evaluation Costs”** means Allowable Costs incurred by a County or a Provider and associated with completion of administration of risk screen, interim review, and JJIS data fields.
11. **“JCP Basic Services” or “Basic Services”** means services outlined in the Service Plan and provided under this Agreement for detention and other juvenile department services including shelter care, treatment services, graduated sanctions and aftercare for youth offenders.
12. **“JCP Basic Services Funds”** means funds provided under this Agreement for JCP Basic Services. JCP Basic Service Funds are part of the budget of the Oregon Youth Authority.
13. **“JJIS”** is the Juvenile Justice Information System administered by OYA under ORS 420A.223.
14. **“OYA”** means the Oregon Youth Authority.
15. **“Provider”** has the meaning set forth in Section 5 of Exhibit B.

**16. "Service"** means any service or group of related services delivered as part of Service Plan implementation.

**17. "Service Plan"** means the County's plan for 2017-2019 JCP Basic Services approved by OYA and developed in coordination with the Local Coordinated Comprehensive Plan, the provisions of which are incorporated herein by this reference. The Service Plan includes, by funding source, high level outcomes, services to be provided, and a budgeted amount for each service. Until the Service Plan for 2017-2019 has been developed and approved as described above, the term "Service Plan" has the meaning set forth in Exhibit C, Section 3.

**18. "Supplanting"** means replacing funding County would have otherwise provided to the County Juvenile Department to serve the target populations in this Agreement.

**19. "Target Population for Basic Services"** means youths ages 10 to 17 years of age who have been referred to a County Juvenile Department and who can benefit from services of the County Juvenile Department, including but not limited to, detention, shelter care, treatment services, graduated sanctions, and aftercare, and who have more than one of the following risk factors:

- a.** Antisocial behavior;
- b.** Poor family functioning or poor family support;
- c.** Failure in school;
- d.** Substance abuse problems; or
- e.** Negative peer association.

**JUVENILE CRIME PREVENTION BASIC SERVICES  
INTERGOVERNMENTAL AGREEMENT  
EXHIBIT B  
TERMS AND CONDITIONS**

**1. Payment and Recovery of Funds.**

**a. Payment Generally.** Subject to the conditions precedent set forth below, OYA shall pay funds to the County as set forth in Exhibit E for performance of Services under this Agreement on an expense reimbursement basis.

**b. Payment Requests and Notices.** County shall send all payment requests and notices, unless otherwise specified in this Agreement, to OYA.

**c. Conditions Precedent to Payment.** OYA's obligation to pay funds to County under this Agreement is subject to satisfaction, with respect to each payment, of each of the following conditions precedent:

**(i)** OYA has received sufficient funding, appropriations and other expenditure authorizations to allow OYA, in the exercise of its reasonable administrative discretion, to make the payment.

**(ii)** No default as described in Section 7 of this Exhibit has occurred.

**(iii)** County's representations and warranties set forth in Section 2 of this Exhibit are true and correct on the date of payment with the same effect as though made on the date of payment.

**(iv)** OYA has received a timely written quarterly expenditure report/payment request from County on a form designated by OYA. County shall provide copies of expense documentation (such as receipts) with the quarterly expenditure report/payment request, upon the request of OYA.

**(v)** OYA has received from County and approved the County's Service Plan for the 2017-2019 biennium and OYA has received from County any Service Plan amendments, as applicable, as described in Exhibit C, Section 5 on or prior to the date of the payment request.

**(vi)** The expenditure report/payment request is received no later than 60 days after the termination or expiration of this Agreement.

**d. Recovery of Funds.** If payments to County by OYA under this Agreement are made in error or are found by OYA to be excessive under the terms of this Agreement, OYA, after giving written notification to the County, shall enter into nonbinding discussions with County within 15 days of the written notification. If, after discussions, the parties agree that payments were made in error or found to be excessive, OYA may withhold payments due to County under this Agreement in such amounts, and over such periods of time, as are deemed necessary by OYA to recover the amount of the overpayment. If, after discussions, the parties do not agree that payments were made in error or found to be excessive, the parties may agree to consider further appropriate dispute resolution processes, as provided in Section 29 of this Exhibit B. This Section 1.d. shall survive expiration or earlier termination of this Agreement and be fully enforceable thereafter.

**(i)** Subject to the debt limitations in Article XI, Section 10 of the Oregon Constitution, OYA's right to recover overpayments from County under this Agreement is not subject to or conditioned on County's recovery of any money from any other entity.

(ii) If the exercise of the OYA's right to offset under this provision requires the County to complete a re-budgeting process, nothing in this provision shall be construed to prevent the County from fully complying with its budgeting procedures and obligations, or from implementing decisions resulting from those procedures and obligations.

(iii) Nothing in this provision shall be construed as a requirement or agreement by the County to negotiate and execute any future contract with the OYA.

(iv) Nothing in this Section 1.d shall require County or OYA to act in violation of state or federal constitutions, statutes, regulations or rules.

(v) Nothing in this Section 1.d shall be construed as a waiver by either party of any process or remedy that might otherwise be available.

## **2. Representations and Warranties.**

### **a. County represents and warrants as follows:**

(i). **Organization and Authority.** County is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. County has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.

(ii). **Due Authorization.** The making and performance by County of this Agreement (1) has been duly authorized by all necessary action by County and (2) does not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of County's charter or other organizational document and (3) does not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is a party or by which County may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any other governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement.

(iii). **Binding Obligation.** This Agreement has been duly executed and delivered by County and constitutes a legal, valid and binding obligation of County, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

(iv). **Accuracy of Information.** The statements made in and the information provided in connection with any applications, requests or submissions to OYA hereunder or in connection with this Agreement are true and accurate in all materials respects.

(v). **Services.** The delivery of each Service will comply with the terms and conditions of this Agreement and meet the standards for such Service as set forth herein, including but not limited to, any terms, conditions, standards and requirements set forth in the Service Plan.

### **b. OYA represents and warrants as follows:**

(i). **Organization and Authority.** OYA has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.

(ii). **Due Authorization.** The making and performance by OYA of this Agreement (1) has been duly authorized by all necessary action by OYA and (2) does not and will not violate any provision of any

applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency and (3) does not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which OYA is a party or by which OYA may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by OYA of this Agreement, other than approval by the Department of Justice if required by law.

**(iii). Binding Obligation.** This Agreement has been duly executed and delivered by OYA and constitutes a legal, valid and binding obligation of OYA, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

**(iv). Accuracy of Information.** The statements made in and the information provided in connection with any applications, requests or submissions to County hereunder or in connection with this Agreement are true and accurate in all materials respects.

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

**3. Expenditure of Funds.** County may expend the funds provided to County under this Agreement solely on Allowable Costs necessarily incurred in implementation of the Service Plan during the term of this Agreement, subject to the following limitations (in addition to any other restrictions or limitations imposed by this Agreement):

**a.** No more than 10% of the aggregate funds paid under this Agreement to County may be expended on Administrative Costs and Evaluation Costs. These limits apply in total to all County government organizational units, Providers and subcontractors. This applies to all funds paid pursuant to this Agreement. County shall record Administrative Costs on forms provided by OYA.

**b.** County may expend Basic Services funds solely on Basic Services.

**c.** County may not expend and shall prohibit all Providers from expending on the delivery of any Service, any funds provided to County under this Agreement in excess of the amount reasonable and necessary to provide quality delivery of that Service.

**d.** County may not use funds provided to County under this Agreement to reimburse any person or entity for expenditures made, or to pay for goods or services provided, prior to July 1, 2017 or after the termination date of this Agreement.

**e.** County shall not use the funds provided to County under this Agreement to supplant money otherwise provided to the County Juvenile Department for services to delinquent youth. County reductions to local funding do not constitute supplanting if the County reductions to local funding are taken proportionately across all County departments.

**4. Expenditure Reports.** County shall submit to OYA, on forms designated by OYA, a quarterly written detail expenditure report on the County's actual expenditures during the prior calendar quarter that are consistent with the Service Plan. County shall provide copies of expense documentation (such as receipts) with the quarterly expenditure report/payment request, upon the request of OYA. County shall retain copies of the expense documentation in accordance with Section 6 of this Exhibit B.

**5. Provider Contracts.** Except as otherwise expressly provided in the Service Plan, County may contract with a third person or entity (a "Provider") for delivery of a particular Service or portion thereof (a



"Provider Contract") County may permit a Provider to subcontract with a third person or entity for delivery of a particular Service or portion thereof and such subcontractors shall also be considered Providers for purposes of this Agreement and the subcontracts shall be considered Provider Contracts for purposes of this Agreement. County shall not permit any person or entity to be a Provider unless the person or entity holds all licenses, certificates, authorizations and other approvals required by applicable law to deliver the Service. The Provider Contract must be in writing and contain all provisions of this Agreement necessary for County to comply with its obligations under this Agreement and applicable to the Provider's performance under the Provider Contract, including but not limited to, all provisions of this Agreement that expressly require County to require Provider's compliance with respect thereto. County shall maintain an originally executed copy of each Provider Contract at its office and shall furnish a copy of any Provider Contract to OYA upon request.

## **6. Records Maintenance, Access and Confidentiality.**

**a.** County shall maintain, and require all Providers to maintain, all fiscal records relating to this Agreement and any Provider Contract, as applicable, in accordance with generally accepted accounting principles. In addition, County shall maintain, and require all Providers to maintain, any other records (including but not limited to statistical records) pertinent to this Agreement in such a manner as to clearly document County's and each Provider's performance. County acknowledges and agrees that OYA and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal and statistical records and other books, documents, papers, plans and writings of County that are pertinent to this Agreement to perform examinations, audits and program reviews and make excerpts and transcripts. A copy of any audit or report will be made available to County. County shall retain and keep accessible all such fiscal and statistical records, books, documents, papers, plans, and writings for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

**b.** Unless otherwise required by law, the use or disclosure by the County and its employees and agents of any information concerning a recipient of Services, for any purpose not directly connected with the administration of the County's responsibilities with respect to such Services, is prohibited, except on written consent of the person or persons authorized by law to consent to such use or disclosure. The County shall prohibit the use or disclosure by the County's Providers and their employees and agents of any information concerning a recipient of Services provided under the applicable Provider Contracts, for any purpose not directly connected with the administration of the County's or Provider's responsibilities with respect to such Services, except on written consent of the person or persons authorized by law to consent to such use or disclosure. All records and files shall be appropriately secured to prevent access by unauthorized persons. The County shall, and shall require its Providers to, comply with all appropriate federal and state laws, rules and regulations regarding confidentiality of Client records.

**c.** OYA shall include a provision in its contracts with contractors who utilize information related to the Services provided under this Agreement for research purposes, providing that contractor and its subcontractors under that contract shall not release confidential information on individual youth for purposes unrelated to the administration of the contract or required by applicable law, and a provision that contractor or its subcontractors under that contract shall appropriately secure all records and files to prevent access by unauthorized persons.

**d.** County shall maintain and require all Providers to maintain a Client record for each youth that receives a Service.

**7. County Default.** County shall be in default under this Agreement upon the occurrence of any of the following events:

**a.** County fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein, including but not limited to, County's failure to comply with the Service Plan;

**b.** Any representation, warranty or statement made by County herein or in any documents or reports made by County in connection herewith that are reasonably relied upon by OYA to measure the delivery of Services, the expenditure of funds or the performance by County is untrue in any material respect when made;

**c.** County (i) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated a bankrupt or insolvent, (v) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (viii) takes any action for the purpose of effecting any of the foregoing; or

**d.** A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of County, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (iii) similar relief in respect to County under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against County is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

**8. OYA Default.** OYA shall be in default under this Agreement upon the occurrence of any of the following events:

**a.** OYA fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein: or

**b.** Any representation, warranty or statement made by OYA herein or in any documents or reports made by OYA in connection herewith that are reasonably relied upon by County to measure performance by OYA is untrue in any material respect when made.

**9. Termination.**

**a. County Termination.** County may terminate this Agreement in its entirety:

**(i)** For its convenience, upon 90 days advance written notice to OYA.

**(ii)** Upon 30 days advance written notice to OYA, if OYA is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as County may specify in the notice.

**(iii)** Upon 45 days advance written notice to OYA, if County does not obtain funding, appropriations and other expenditure authorizations from County's governing body, federal, state or other sources sufficient to permit County to satisfy its performance obligations under this Agreement, as determined by County in the reasonable exercise of its administrative discretion.

(iv) Immediately upon written notice to OYA, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that County no longer has the authority to meet its obligations under this Agreement.

**b. OYA Termination.** OYA may terminate this Agreement in its entirety:

(i) For its convenience, upon 90 days advance written notice to County.

(ii) Upon 45 days advance written notice to County, if OYA does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient, in the exercise of OYA's reasonable administrative discretion, to meet the payment obligations of OYA under this Agreement.

(iii) Immediately upon written notice to County if Oregon or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that the OYA does not have the authority to meet its obligations under this Agreement or no longer has the authority to provide the funds from the funding source it had planned to use.

(iv) Upon 30 days advance written notice to County, if County is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as OYA may specify in the notice.

(v) Immediately upon written notice to County, if any license or certificate required by law or regulation to be held by County or a Provider to deliver a Service is for any reason denied, revoked, suspended, not renewed or changed in such a way that County or a Provider no longer meets requirements to deliver the Service.

(vi) Immediately upon written notice to County, if OYA determines that County or any of its Providers have or may have endangered, or are or may be endangering the health or safety of a Client or others.

## **10. Effect of Termination**

**a. Entire Agreement.** Upon termination of this Agreement in its entirety, OYA shall have no further obligation to pay funds to County under this Agreement, whether or not OYA has paid to County all funds described in Exhibit E. Notwithstanding the foregoing, OYA shall make payments to reimburse County for services provided prior to the effective date of termination where such services are authorized pursuant to this Agreement and are not disputed by OYA and where the invoice was submitted within 60 days of the termination of the Agreement.

**b. Survival.** Notwithstanding subsection (a) above, exercise of the termination rights in section 9 of this Exhibit B or expiration of this Agreement in accordance with its terms, shall not affect County's or OYA's obligations under this Agreement or OYA's or the County's right to enforce this Agreement against County or OYA in accordance with its terms, with respect to funds actually received by County under this Agreement, or with respect to Services actually delivered. Specifically, but without limiting the generality of the preceding sentence, exercise of a termination right set forth in Section 9 of this Exhibit B or expiration of this Agreement shall not affect either party's representations and warranties, reporting obligations, record-keeping and access obligations, confidentiality obligations, contribution obligations, indemnity obligations, governing law and consent to jurisdiction, assignments and successors in interest, provider contract obligations, provider insurance obligations, ownership of intellectual property obligations, OYA's

spending authority, the restrictions and limitations on County's expenditure of funds actually received by County hereunder, or OYA's right to recover from County, in accordance with the terms of this Agreement, any funds paid to County that are identified by OYA as an overpayment. If a termination right set forth in Section 9 of this Exhibit B is exercised, both parties shall make reasonable good faith efforts to minimize unnecessary disruption or other problems associated with the termination.

**11. Unilateral Modification.** If the Oregon Legislative Assembly, Legislative Emergency Board or Oregon Department of Administrative Services increases or decreases the amount of money appropriated or allotted for implementation of the Services under this Agreement, OYA may, by written notice to County, unilaterally increase or decrease the amount of the funding in this Agreement, in proportion to the increase or decrease in the appropriation or allotment, provided that OYA increases or decreases, in the same proportion, the funds awarded to all other counties under similar agreements, with the exception of JCP Prevention Funds awarded to minimum grant counties. In such circumstance, if requested by either party, the parties shall execute an amendment to this Agreement reflecting an increase or decrease in the funding implemented under this Section. Nothing in this Section shall limit or restrict OYA's rights under this Agreement to suspend payment of funds or to terminate this Agreement (or portion thereof as provided in Section 9 of this Exhibit B) as a result of a reduction in appropriations or allotments. This Section 11 is not applicable to any funding change that requires a different or new service to be provided. In response to a funding change pursuant to this Section 11 of the Agreement, County shall submit a new Service Plan to OYA for approval in a format and timeline prescribed by OYA. Such Service Plan shall be effective no sooner than the effective date of the funding change.

**12. Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, electronic mail, or mailing the same, postage prepaid to County or OYA at the address or number set forth below, or to such other addresses or numbers as either party may indicate pursuant to this Section. Any communication or notice so addressed and mailed shall be effective five (5) days after mailing. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. Any communication or notice delivered by electronic mail shall be effective on the day of notification of delivery to the recipient's e-mail system. Any communication or notice given by personal delivery shall be effective when actually delivered.

To OYA: Peter Sprengelmeyer  
Oregon Youth Authority  
530 Center St. NE, Suite 500  
Salem, Oregon 97301-3765  
Voice: (503) 373-7531  
Facsimile: (503) 373-7921  
E-mail: Peter.Sprengelmeyer@oya.state.or.us

To County: Molly Rogers  
Wasco County  
202 E 5<sup>th</sup> St, The Dalles, Oregon 97058  
Voice: (541)506-2660x2  
E-Mail: mollyr@co.wasco.or.us

The supervising representatives of the parties for purposes of this Agreement are indicated above.

**13. Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and

provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

**14. Counterparts.** This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

**15. Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between Agency (and/or any other agency or department of the State of Oregon) and County that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a Circuit Court in the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. COUNTY, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

**16. Compliance with Applicable Law.** Both parties shall comply and County shall require all Providers to comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the delivery of Services. Without limiting the generality of the foregoing, the parties expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; (x) all state laws requiring reporting of Client abuse and (xi) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including County, that employ subject workers who provide Services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. County shall require that all Providers comply with these requirements and obtain any insurance required elsewhere in this Agreement.

**17. Assignments, Successors in Interest.**

**a.** County shall not assign, delegate, or transfer its interest in this Agreement without prior written approval of OYA. Any such assignment or transfer, if approved, is subject to such conditions and provisions as the OYA may deem necessary. No approval by the OYA of any assignment or transfer of interest shall be deemed to create any obligation of the OYA in addition to those set forth in the Agreement.

**b.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.

**18. No Third Party Beneficiaries.** OYA and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that County's performance under this Agreement is solely for the benefit of OYA to assist and enable OYA to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the

general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

**19. Integration and Waiver.** This Agreement, including all of its Exhibits, constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. The remedies provided herein are cumulative and not exclusive of any remedies provided by law. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.

**20. Amendment.** No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by all the parties except as provided in Section 11 of this Exhibit B and Sections 3.a and 5.d of Exhibit C, and in any event no such amendment, modification, or change of terms shall be effective until all approvals required by law have been obtained from the Department of Justice. Such amendment, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.

**21. Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.

**22. Construction.** The provisions in this Agreement are the product of extensive negotiations between the State of Oregon and representatives of county governments. The provisions of this Agreement are to be interpreted and their legal effects determined as a whole. An arbitrator or court interpreting this Agreement shall give a reasonable, lawful and effective meaning to the Agreement to the extent possible, consistent with the public interest.

**23. Contribution**

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

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

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

**24. Limitation of Liabilities.** EXCEPT FOR LIABILITY OF DAMAGES ARISING OUT OF OR RELATED TO SECTION 23 OF THIS EXHIBIT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

**25. Ownership of Intellectual Property.**

a. Except as otherwise expressly provided herein, or as otherwise provided by state or federal law, OYA will not own the right, title and interest in any intellectual property created or delivered by County or a Provider in connection with the Services. With respect to that portion of the intellectual property that the County owns, County grants to OYA a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (i) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (ii) authorize third parties to exercise the rights set forth in Section 25.a(i) on the OYA's behalf, and (iii) sublicense to third parties the rights set forth in Section 25a(i).

b. If state or federal law requires that OYA or County grant to the United States a license to any intellectual property or if state or federal law requires that OYA or the United States own the intellectual property, then County shall execute such further documents and instruments as OYA may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or OYA. To the extent that OYA becomes the owner of any intellectual property created or delivered by County in connection with the Services, the OYA will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to County to use, copy, distribute, display, build upon and improve the intellectual property.

c. County shall include in its Provider Contracts terms and conditions necessary to require that Providers execute such further documents and instruments as OYA may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law or otherwise requested by OYA.

**26. Force Majeure.** Neither OYA nor County shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes or war which is beyond the reasonable control of OYA or County, respectively. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

**27. HIPAA Compliance.** To the extent applicable, County shall deliver Services in compliance with the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act

(collectively referred to as HIPAA). County shall comply and require all Providers to comply with the following:

**a. Privacy and Security Of Individually Identifiable Health Information.** Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between County and OYA for purposes directly related to the provision of Services. However, County shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate any applicable privacy rules.

**b. Consultation and Testing.** If County reasonably believes that County's delivery of Services under this Agreement may result in a violation of HIPAA requirements, County shall promptly consult with OYA.

**28. Criminal History Checks.** The County shall ensure that any person having direct contact with OYA youth offenders under this Agreement has passed a criminal history check and meets OYA's criminal history records check standards as set forth in OAR 416-800-0000 to 416-800-0095 before the person provides unsupervised services under this Agreement.

Any person that has not yet passed a criminal history check must be supervised by a person who has passed such a test and does meet such standards when having direct contact with OYA youth offenders under this Agreement.

**29. Alternative Dispute Resolution.** The parties should attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.



**JUVENILE CRIME PREVENTION BASIC SERVICES  
INTERGOVERNMENTAL AGREEMENT  
EXHIBIT C  
PROGRAM REQUIREMENTS**

**1. Outcomes.** County shall develop and implement its Service Plan for Juvenile Crime Prevention Basic Services with the goal of achieving the high level outcome of reducing juvenile recidivism.

**2. JCP Basic Services Target Population and Funded Services.** County shall target its Basic Services to the Target Population for Basic Services.

**a.** JCP Basic Services Target Population are youths 10 to 17 years of age who have been referred to a County Juvenile Department and have more than one of the following risk factors:

- (i) Antisocial behavior.
- (ii) Poor family functioning or poor family support.
- (iii) Failure in school.
- (iv) Substance abuse problems.
- (v) Negative peer associations.

**b.** JCP Basic Services funds provide primary County Juvenile Department services and sanctions that prevent the highest risk local youth offenders from re-offending in the community, including but not limited to, detention, shelter, treatment services, graduated sanctions, and aftercare.

**3. Service Plans**

**a. Service Plan Submission.** County shall submit a written JCP Basic Services Plan in a format and within the timeline prescribed by OYA. County and OYA shall work in good faith to modify the draft Service Plan so that it is acceptable to both parties and approved by OYA. Upon agreement, County shall implement Services according to the agreed-upon Service Plan. The Service Plan on file with OYA on the effective date of this Agreement is the Service Plan for the 2015-2017 biennium. Until the Service Plan for the 2017-2019 biennium has been approved by the OYA and is on file with the OYA, the Service Plan for the 2015-2017 biennium shall remain in effect and County shall continue to provide Services under that Plan; once the Service Plan for the 2017-2019 biennium has been approved by OYA and is on file with OYA, it shall replace the Service Plan for the 2015-2017 biennium and be incorporated into and be a part of this Agreement in accordance with Section 2 of this Agreement, without any further action on the part of the parties.

(i) The Service Plan shall include a budgeted amount for each service which will be the basis for the quarterly invoicing on OYA's prescribed format for Expenditure Reporting/Request For Payment as described in Exhibit B, Section 4.

(ii) All funded services must focus on supporting the high level outcome in Section 1 of this Exhibit C.

**b. Service Plan Implementation.** County shall implement, or through Providers shall require to be implemented, the JCP Basic Services portion of the Service Plan as developed in 3.a. of this Section.

**c. Evidence-Based Services and Programs.** County shall work with OYA to develop a process to ensure that programs and services funded under this Agreement are appropriate and workable and meet the guidelines of evidence-based programs and cost effectiveness. County shall work with OYA to develop a reporting process on County's evidence-based programs and services funded under this Agreement. County

shall submit to OYA such reports on County's evidence-based programs and services funded under this Agreement at such frequency as may be requested by OYA.

**4. Cultural Competency.** County shall deliver all Services and require all Providers to deliver Services in a culturally competent and gender appropriate manner.

#### **5. Amendment to Service Plan**

All amendments to the Service Plan shall be in a format prescribed by OYA. County must obtain OYA approval for an amendment that makes any significant change in the Service Plan. A significant change in the Service Plan includes but is not limited to any funding change in the categories of services outlined in the Service Plan. County shall follow the following requirements if it desires to change the Service Plan:

**a.** The Service Plan budget may be amended to change allocations between categories of services while staying within the not-to-exceed Grand Total listed in Exhibit E.

**b.** County shall submit to OYA for review and approval any change(s) to the Service Plan budget aggregating 10% or greater of the total original budget, counting the requested change and all previous changes to the Service Plan budget. Any such change(s) will not be effective without OYA's prior written approval.

**c.** County shall submit written notification to OYA for any change(s) to the Service Plan budget aggregating less than 10% of the total original budget, counting the requested change and all previous changes to the Service Plan budget. This notification shall contain the substance of the change(s) and will be reviewed by OYA.

**d.** All changes to the Service Plan budget which comply with Sections 5.a and 5.b, or that comply with Sections 5.a and 5.c, shall be on file with OYA and shall become a part of the Service Plan and this Agreement from the effective date of the budget amendment without the necessity of executing a formal amendment to this Agreement. For purposes of this Section, the effective date of a Service Plan budget amendment is the date the Service Plan budget amendment is approved or notification is received by OYA, as applicable.

**6. Grievance System.** During the term of this Agreement, County shall establish and operate a system through which Clients receiving Services, and the Clients' parents or guardians, may present grievances about the delivery of the Services. At the time arrangements are made for delivery of Services to a particular Client, County shall advise the Client and the parents or guardian of the Client of the existence of this grievance system. County shall notify OYA of all unresolved grievances.

#### **7. Reporting and Documentation**

**a.** During the term of this Agreement, County shall provide OYA with the necessary service information to track treatment and accountability services in JJIS, as defined by JJIS policy, Exhibit F "Service Tracking in JJIS" as it may be from time to time amended, or by service extracts, for progress in achieving the high level outcomes. This also applies to providing information on funded services not tracked in JJIS.

**b.** In addition to the other reporting requirement of this Agreement, during the term of this Agreement, the County shall ensure that all OYA required data fields are entered into JJIS, unless a different process is approved by OYA.

**c.** If the County fails to meet any of the reporting requirements, OYA may conduct a performance review of the County's efforts under the Service Plan in order to identify ways in which the

Service Plan may be improved. If, upon review, OYA determines that there are reasonable grounds to believe that County is not in substantial compliance with the Service Plan or this Agreement, OYA may notify the County regarding the alleged noncompliance and offer technical assistance, which may include peer review or other assistance, to reach such compliance. Nothing in this Section shall be construed to limit or restrict any OYA right arising out of County's default, as described in Exhibit B.

## **8. Youth Specific Reporting and Required Documentation**

**a.** For all youth from County committed to OYA for community placement or placement in a Close Custody Facility during the term of this Agreement, the County must provide the following to OYA at the time of commitment:

- (i)** A reformation plan or case plan that has been approved by OYA. County shall ensure that the reformation plan or case plan accompanies the youth from the County at the time of commitment to OYA for community placement or placement in a Close Custody Facility.
- (ii)** Risk data derived from either a JCP Risk Screen tool or the OYA Risk/Needs Assessment tool.
- (iii)** Documentation of any mental health treatment;
- (iv)** Past and current prescribed psychotropic medication history;
- (v)** Past and existing suicidal ideation and behaviors;
- (vi)** All other information known to the County of behaviors that may be a risk of harm to youth offender or others;
- (vii)** Documentation of any medical information or developmental disability that might affect youth offender's ability to participate in activities or treatment.

**b.** County shall enter all youth specific service data in JJIS that is required for tracking services under this Agreement.

## **9. Other Agreement Requirements.**

**a.** At a minimum, the Contractor shall ensure the following processes are available to support the Service Plan:

- (i)** Disposition of parole violations;
- (ii)** Community Programs;
- (iii)** Plan for providing detention back-up and back up to Community Programs;
- (iv)** A process for making Close Custody Facility placement and parole decisions in accordance with the Service Plan;
- (v)** Revocation Hearings in the community prior to returning a youth to a bed at an OYA Close Custody Facility. Contractor shall provide the hearing report to the Close Custody Facility in which the youth resides within 72 hours after the youth's arrival at the Close Custody Facility. County shall ensure that the hearings are conducted in accordance with OAR 416-300-0000 et seq. and other applicable state and federal law.

**JUVENILE CRIME PREVENTION BASIC SERVICES  
INTERGOVERNMENTAL AGREEMENT  
EXHIBIT D  
PROVIDER REQUIREMENTS**

**1. Indemnification by Providers**

County shall take all reasonable steps to cause its Provider(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of County's Provider or any of the officers, agents, employees or subcontractors of the Provider ("Claims"). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the Provider from and against any and all Claims.

**2. Provider Insurance Requirements**

**A. GENERAL.**

County shall require its first tier Provider(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the Providers perform under contracts between County and the Providers (the "Provider Contracts"), and ii) maintain the insurance in full force throughout the duration of the Provider Contracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. County shall not authorize Providers to begin work under the Provider Contracts until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County shall incorporate appropriate provisions in the Provider Contracts permitting it to enforce Provider compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Provider Contracts as permitted by the Provider Contracts, or pursuing legal action to enforce the insurance requirements. In no event shall County permit a Provider to work under a Provider Contract when the County is aware that the Provider is not in compliance with the insurance requirements. As used in this section, a "first tier" Provider is a contractor with which the county directly enters into a contract. It does not include a subcontractor with which the Provider enters into a contract.

**B. TYPES AND AMOUNTS.**

**WORKERS' COMPENSATION & EMPLOYERS' LIABILITY**

All employers, including Provider, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those

workers, unless they meet the requirement for an exemption under ORS 656.126(2). Provider shall require and ensure that each of its subcontractors complies with these requirements. If Provider is a subject employer, as defined in ORS 656.023, Provider shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Provider is an employer subject to any other state's workers' compensation law, Provider shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

**COMMERCIAL GENERAL LIABILITY:**

☒ **Required**     ☐ **Not required**

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the Agency. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project, or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

**AUTOMOBILE LIABILITY INSURANCE:**

☒ **Required**     ☐ **Not required**

Automobile Liability Insurance covering Provider's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

**PROFESSIONAL LIABILITY:**

☒ **Required**     ☐ **Not required**

Professional Liability insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under the subcontract by the Provider and Provider's subcontractors, agents, officers or employees in an amount not less than \$2,000,000 per occurrence. Annual aggregate limit shall not be less than \$4,000,000. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Provider shall provide Tail Coverage as stated below.

**PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE:**

☒ **Required**     ☐ **Not required**

Abuse and Molestation Insurance in a form and with coverage that are satisfactory to the State covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Provider is responsible including but not

limited to Provider and Provider's employees and volunteers. Policy endorsement's definition of an insured shall include the Provider, and the Provider's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000. Coverage can be provided by a separate policy or as an endorsement to the commercial general liability or professional liability policies. The limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.

**EXCESS/UMBRELLA INSURANCE:**

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

**ADDITIONAL COVERAGE REQUIREMENTS:**

Provider's insurance shall be primary and non-contributory with any other insurance. Provider shall pay for all deductibles, self-insured retention and self-insurance, if any.

**ADDITIONAL INSURED:**

The Commercial General Liability insurance and Automobile liability insurance required under the Provider Contract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Provider's activities to be performed under the Provider Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of Provider's ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent.

**TAIL COVERAGE:**

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Provider shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of the Provider Contract, for a minimum of 24 months following the later of (i) Provider's completion and County's acceptance of all Services required under the Provider Contract, or, (ii) The expiration of all warranty periods provided under the Provider Contract.

**CERTIFICATE(S) AND PROOF OF INSURANCE:**

County shall obtain from the Provider a Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

**NOTICE OF CHANGE OR CANCELLATION:**

The Provider or its insurer must provide at least 30 days' written notice to County before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

**INSURANCE REQUIREMENT REVIEW:**

Provider agrees to periodic review of insurance requirements by Agency under this agreement and to provide updated requirements as mutually agreed upon by Provider and County.

**STATE ACCEPTANCE:**

All insurance providers are subject to Agency acceptance. If requested by Agency, Provider shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency's representatives responsible for verification of the insurance coverages required under this Exhibit D.




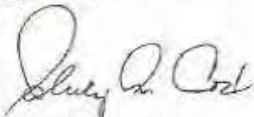
**JUVENILE CRIME PREVENTION BASIC SERVICES  
INTERGOVERNMENTAL AGREEMENT  
EXHIBIT E  
FUNDING**

<b>SERVICE</b>	<b>TOTAL</b>
JCP BASIC	\$69,145.00

The amount indicated as the Total above represents the maximum amount that OYA may pay to County under this Agreement. This amount is not a firm, fixed amount unconditionally guaranteed to be provided to County, but is a not-to-exceed amount expected to be available for allowable payments to County for performing the Services set forth in the Plan and other provisions of this Agreement.



**EXHIBIT F – SERVICE TRACKING IN  
JJIS**

 <div style="display: inline-block; text-align: center;"><b>Oregon</b> <b>Juvenile Justice Information System</b></div>   <div style="display: inline-block; text-align: center;"><b>Policy Statement</b></div>									
<b>Service Tracking in JJIS</b>									
<b>Approved:</b>  Philip Cox, Co-Chair JJIS Steering Committee	<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 60%;">Effective Date:</td><td>1/16/2013</td></tr><tr><td>JJIS Steering Committee Approval:</td><td>12/19/2012</td></tr><tr><td>JJIS Policy &amp; Standards Committee Approval:</td><td>8/22/2012</td></tr><tr><td>Supersedes:</td><td></td></tr></table>	Effective Date:	1/16/2013	JJIS Steering Committee Approval:	12/19/2012	JJIS Policy & Standards Committee Approval:	8/22/2012	Supersedes:	
Effective Date:	1/16/2013								
JJIS Steering Committee Approval:	12/19/2012								
JJIS Policy & Standards Committee Approval:	8/22/2012								
Supersedes:									
<b>REFERENCE:</b>									

<b><u>PURPOSE:</u></b>	<ul style="list-style-type: none"><li><i>To provide a standard for consistency in tracking services in JJIS;</i></li><li><i>To provide a threshold for a view of current juvenile justice practice;</i></li><li><i>To provide a foundation to compare trends in key service areas over time; and</i></li><li><i>To establish a foundation to develop capacity to measure results based on evidence</i></li></ul>
<b><u>DEFINITIONS:</u></b>	Services are classified in JJIS according to Program Type as described below. Services are organized activities or programs designed to hold youth accountable for behavior or provide treatment, skills and capacities to change behavior.

Program Type	Definition
<b>Accountability</b>	Services designed to provide a consequence or an accountability experience for a youth. Examples include extended detention, community service, and restitution. Includes services designed to provide alternative service coordination for accountability experiences such as Sanction Court, Peer Court and Youth Court.
<b>Competency Development</b>	
<b>Educational</b>	Elementary and secondary education programs and services designed to assist a youth in obtaining either a high school diploma or a GED.
<b>Independent Living</b>	Services designed to assist a youth transition into independent living.



Program Type	Definition
<b>Skill Development – Non-Residential</b>	Non-residential services that assist youth in changing values, attitudes and beliefs in order to demonstrate pro-social thinking and behavior and in developing life skills and competencies for pro-social thinking and behavior. Interventions in this category include Anger Management, Conflict Resolution, Effective Problem Solving, Cognitive Restructuring.
<b>Skill Development – Residential</b>	Residential services that assist youth in changing values, attitudes and beliefs in order to demonstrate pro-social thinking and behavior and in developing life skills and competencies for pro-social thinking and behavior. Interventions in this category include Anger Management, Conflict Resolution, Effective Problem Solving, Cognitive Restructuring.
<b>Therapeutic Foster Care</b>	Foster care in homes with foster parents who have been trained to provide a structured environment that supports youth's learning social and emotional skills.
<b>Vocational</b>	Services to teach basic vocational skills, career exploration, skills and vocational assessment, vocational training, work experience, work readiness and life skills related to maintaining employment.
<b>Family</b>	
<b>Family Counseling</b>	General family counseling services.
<b>Family Education</b>	Family & Parent Training and Education services. This category excludes family mental health programs and multi-dimensional family services like Family Counseling, Multi-Systemic Therapy & Functional Family Therapy.
<b>Functional Family Therapy</b>	Empirically based family intervention services for youth and their families, including youth with problems such as conduct disorder, violent acting-out, and substance abuse. Service is conducted both in clinic settings as an outpatient therapy and as a home-based model.
<b>Multi-Systemic Therapy</b>	Empirically based family intervention service for youth and their families that works on multi-systems within the family and extended family structure.
<b>Fire Setter</b>	
<b>Fire Setter – Non-Residential</b>	Non-residential treatment services for youth with inappropriate or dangerous use of fire.
<b>Fire Setter – Residential</b>	Residential treatment services for youth with inappropriate or dangerous use of fire.





Program Type	Definition
<b>Gang</b>	
<b>Gang – Non-Residential</b>	Non-residential services designed to address juvenile gang related behavior, membership and affiliation.
<b>Gang – Residential</b>	Residential services designed to address juvenile gang related behavior membership and affiliation.
<b>Mental Health</b>	
<b>Mental Health – Non-Residential</b>	Non-residential and aftercare services designed to treat specific DSM-IV Mental Health diagnoses.
<b>Mental Health – Residential</b>	Residential services designed to treat specific DS-MIV Mental Health diagnoses.
<b>Co-Occurring</b>	
<b>Co-Occurring – Non-Residential</b>	Non-residential and aftercare services designed to treat youth with co-occurring specific DS-MIV Mental Health diagnoses and substance abuse issues.
<b>Co-Occurring – Residential</b>	Residential services designed to treat youth with co-occurring specific DS-MIV Mental Health diagnoses and substance abuse issues.
<b>Sex Offender</b>	
<b>Sex Offender – Non Residential</b>	Non-residential services designed to address juvenile sex offending behavior and prevent subsequent behavior.
<b>Sex Offender – Residential</b>	Residential services designed to address juvenile sex offending behavior and prevent subsequent behavior.
<b>Substance Abuse</b>	
<b>Substance Abuse - Non-Residential</b>	Non-residential services designed to address juvenile substance abuse and assist youth in avoiding substance abuse and/or chemical dependency. Interventions include Drug Courts, DUII Impact Panels, Substance Abuse Education and Support Groups and Outpatient Treatment or after care.
<b>Substance Abuse - Residential</b>	Residential services designed to address juvenile substance abuse and assist youth in avoiding substance abuse and/or chemical dependency.



<b>Other Youth Services</b>	
<b>Drug Court</b>	Specialized courts designed to handle cases involving substance abuse where the judiciary, prosecution, defense, probation, law enforcement, mental health, social service and treatment communities work together to break the cycle of addiction. Offenders agree to take part in treatment, regular drug screenings, and regular reporting to the drug court judge.
<b>Mentoring</b>	Services foster a relationship over a prolonged period of time between a youth and older, caring, more experienced individuals who provide help to the younger person to support healthy development.
<b>Other – Residential</b>	Residential services which are unable to be categorized with any of the existing categories.
<b>Other – Youth Services</b>	Other services which are unable to be categorized with any of the existing categories.
<b>Victim Related</b>	Services other than Restitution or Community Service that assist youth in developing empathy for victims of their crimes and provide opportunities to repair harm. Interventions in this category include Victim Impact Panels, Victim Offender Mediation.
<b>Wrap Around</b>	Planning process designed to create individualized plans to meet the needs of children and their families by utilizing their strengths. The exact services vary and are provided through teams that link children, families and foster parents and their support networks with child welfare, health, mental health, educational and juvenile justice service providers to develop and implement comprehensive service and support plans.
<b>Assessment</b>	Assessments and evaluations performed to help identify the need for specialized services.
<b>Foster Care</b>	Foster care
<b>Medical</b>	Medical services such as medication management, routine physicals and dental exams, tattoo removal services and other medical care.

**POLICY:**

Tracking and reporting on services provided to youth by Oregon's juvenile justice system provides a view of current juvenile justice practice, creates a preliminary framework to develop means of analyzing results in the future, and moves the juvenile system toward evidence-based practices.

**Tracking****Required Tracking**

All youth specific competency development, treatment services, and designated youth services funded with state Prevention, Basic, and Diversion funds and all OYA paid services in the following Program Types will be tracked in JJIS:

- Competency Development
  - Educational
  - Independent Living
  - Skill Development – Non-Residential
  - Skill Development – Residential
  - Therapeutic Foster Care
  - Vocational
- Family
  - Family Counseling
  - Family Education
  - Functional Family Therapy
  - Multi-Systemic Therapy
- Fire Setter
  - Fire Setter – Non-Residential
  - Fire Setter – Residential
- Gang
  - Gang – Non-Residential
  - Gang – Residential
- Mental Health
  - Mental Health – Non- Residential
  - Mental Health – Residential
- Co-Occurring
  - Co-Occurring – Non-Residential
  - Co-Occurring – Residential
- Sex Offender





	<ul style="list-style-type: none"> <li>○ Sex Offender – Non-Residential</li> <li>○ Sex Offender – Residential</li> <li>• Substance Abuse <ul style="list-style-type: none"> <li>○ Substance Abuse - Non-Residential</li> <li>○ Substance Abuse - Residential</li> </ul> </li> <li>• Other Youth Specific Services <ul style="list-style-type: none"> <li>○ Drug Court</li> <li>○ Mentoring</li> <li>○ Other Residential</li> <li>○ Other Youth Services</li> <li>○ Victim Related</li> <li>○ Wrap Around</li> </ul> </li> </ul> <p>At a minimum, the Service Start Date, End Date and Completion Status will be tracked consistent with local policy, using at least one of three JJIS features:</p> <ul style="list-style-type: none"> <li>○ Services</li> <li>○ Case Plan Interventions</li> <li>○ Programs attached to Conditions</li> </ul> <p>In the event that multiple features have been used to track the same program with overlapping dates, JJIS will create a summary Service Episode record for reporting.</p> <p>Services tracked in other JJIS features, such as Population Groups, will not be recognized in reports designed to analyze service records because the data will not be standardized with appropriate reporting attributes.</p> <p>Unless otherwise approved to provide a comparable data file to include with reports, only those services tracked in one of the three approved features will be recognized in statewide JJIS reports. The annual published report will include only accountability, competency development, and treatment services.</p> <p>Subject to local policy, service dosage, attendance, and participation may be tracked using the Attendance Tracking feature.</p> <p><b><u>Optional Tracking</u></b></p> <p>Service tracking is not required for the following basic and infrastructure services, but may be tracked according to local protocol.</p> <ul style="list-style-type: none"> <li>• Accountability services designed to provide a consequence or an accountability experience for a youth. <ul style="list-style-type: none"> <li>○ Community Service</li> <li>○ Work Crews</li> </ul> </li> </ul>
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	<ul style="list-style-type: none"> <li>○ Restitution Programs</li> <li>▪ Accountability services designed to provide alternative service coordination for accountability experiences <ul style="list-style-type: none"> <li>○ Sanction Court</li> <li>○ Peer Court</li> <li>○ Youth Court</li> </ul> </li> <li>▪ Basic and Intensive supervision; offense specific caseloads; intensive monitoring</li> <li>▪ * Basic pre-adjudicatory detention, detention sanctions, extended detention, and basic shelter care</li> </ul> <p>* Detention and shelter based treatment programs may be tracked as service separate from the custody episode.</p> <p><b><u>Non-trackable Services</u></b></p> <ul style="list-style-type: none"> <li>• Other Basic Services <ul style="list-style-type: none"> <li>○ Assessments and Evaluations</li> <li>○ Medical Services</li> <li>○ Activity Fees</li> <li>○ Clothing Vouchers</li> <li>○ Education (including GED Testing and Tutoring)</li> <li>○ Electronic Monitoring &amp; Tracking</li> <li>○ Medication</li> <li>○ **Polygraphs</li> <li>○ School Liaison Counselor</li> <li>○ Service Coordination</li> <li>○ Translation Services</li> <li>○ Transportation &amp; Gas Voucher</li> <li>○ **UA's</li> </ul> </li> </ul> <p>** Polygraphs and UA's results may be tracked in Conditions.</p> <p><b><u>Monitoring Data Integrity</u></b></p> <p><b>Monitor Administrative - Set Up</b></p> <p>OYA and county juvenile departments will review the providers and programs set up in JJIS at least annually to assure proper Program Type classification, accurate visibility to users in the drop down lists, and other optional reporting attributes. OYA and counties share provider and programs and it is essential that these attributes be set up correctly in order to assure accurate reporting.</p>
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	<p>Counties programs also have a funding reporting attribute called Report Option – which identifies how a program is funded for a particular county during a specified date range. This is the only attribute that provides the opportunity to report on programs funded with state Diversion, Basic, and Prevention dollars and must be maintained. Counties are responsible to assure their Report Options are accurate.</p> <p>OYA's Diversion Specialist will facilitate an annual audit of county programs in JJIS to assure consistency with the annual Diversion and Basic plans, and will provide a copy of the annual inventory to the state office responsible for administering state Prevention funds to assure consistency with the Prevention plans.</p> <p>JJIS Report 562 – Active Program Report Options and Visibility can be used to monitor the administrative set up for a specific office.</p> <ul style="list-style-type: none"> <li>• <a href="http://www.jjis.state.or.us/reports/details/detail00562.htm">http://www.jjis.state.or.us/reports/details/detail00562.htm</a></li> </ul> <p><b>Monitor Service Tracking</b></p> <p>A variety of reports have been developed to monitoring tracking throughout the year. Offices will use these reports to assure that services intended to be tracked are tracked.</p> <p>Data provided via a data file, instead of recorded in JJIS, will be included in these reports only if the data file has been submitted to the OYA Information System Reports team prior to the scheduling of the report in the format and within the timeline established by team.</p> <p>JJIS Report 363 – Program History Summary Extract – can be used to monitor service tracking data entry. This data extract can be scheduled for active during a date range, started during a date range, or ended during a date range for a specific reporting category and for a specific agency.</p> <ul style="list-style-type: none"> <li>• <a href="http://www.jjis.state.or.us/reports/details/detail00363.htm">http://www.jjis.state.or.us/reports/details/detail00363.htm</a></li> </ul> <p><b>Attendance Tracking</b></p> <p>JJIS maintains a comprehensive Attendance Tracking feature to provide a way to document youth attendance and progress in a number of defined program sessions, and can be used to document group and individual treatment sessions. Offices will implement this feature subject to local policy. Offices that implement this feature are responsible to maintain the Program Course Definitions that are required to manage its use.</p>
<b><u>PROCEDURES:</u></b>	<p><b>Tracking Services</b></p> <ol style="list-style-type: none"> <li>1. Determine which JJIS feature the office will use to track services:             <ul style="list-style-type: none"> <li>○ Services</li> <li>○ Case Plan Interventions</li> </ul> </li> </ol>





	<ul style="list-style-type: none"> <li>○ Programs on Conditions</li> </ul> <ol style="list-style-type: none"> <li>2. Determine when service will be tracked in JJIS – when service is opened, when service is closed, when case is closed. Services tracked when the case is closed might be excluded from reports.</li> <li>3. Determine local protocol for who will enter the services.</li> <li>4. Train staff on local policy and protocol.</li> </ol> <p><b>Maintaining Provider/Programs in JJIS</b></p> <ol style="list-style-type: none"> <li>1. Conduct an annual inventory of Providers and Programs in JJIS.</li> <li>2. Verify the program is still active for the office and other reporting attributes.</li> <li>3. Submit changes to the JJIS Help Desk via the appropriate Provider/Program Request Form. Requests for new programs and requests to inactivate or remove visibility from a program must be initiated with the form.</li> </ol> <p><b>Maintaining Attendance Tracking Course Definitions</b></p> <ol style="list-style-type: none"> <li>1. Conduct an annual inventory of active Course Definitions in JJIS.</li> <li>2. Verify the course and course definitions are still active for the office.</li> <li>3. Submit requests for new program course descriptions or changes to existing descriptions to the JJIS Help Desk the appropriate Provider/Program Request Form. Requests to inactivate an existing course description may be submitted by an authorized representative from your office to the JJIS Help Desk by email.</li> </ol>
<b><u>FORMS:</u></b>	<ul style="list-style-type: none"> <li>• <a href="#">OYA Provider Program and Course Definition Request Form (YA 1751)</a></li> <li>• <a href="#">JJIS Form 10a and 10b Instructions</a></li> <li>• <a href="#">JJIS Form 10a – County Provider Program Request Form (new program)</a></li> <li>• <a href="#">JJIS Form 10b – County Program Form</a> (mass entry/annual review)</li> </ul>

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

IN THE MATTER OF DECLARING A BAN )  
ON RESIDENTIAL BURNING IN WASCO ) ORDER  
COUNTY, OREGON ) #17-048

NOW ON THIS DAY, the above-entitled mater 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 local fire officials have identified a need to ban all residential burning in Wasco County, Oregon until the fire danger has been reduced; and

IT FURTHER APPEARING TO THE BOARD: That fire agencies located within Wasco County have designated a complete ban on all residential burning within their jurisdiction; and

IT FURTHER APPEARING TO THE BOARD: That due to the extreme fire conditions in Wasco County, Oregon it is imperative that a ban on all residential burning be declared, which includes piles and burn barrels, for those areas in Wasco

County that lie outside the boundary of an officially recognized Fire Protection District.

NOW THEREFORE, IT IS HEREBY ORDERED: That a ban on all burning, which includes piles and burn barrels, for areas outside the boundary of an officially recognized Fire Protection District in Wasco County is hereby ordered to become effective on July 1, 2017, at 12:01 a.m. and will remain in effect until it is determined by local fire officials that said burning ban can be lifted.

DATED this 21<sup>st</sup> day of July, 2017.

WASCO COUNTY BOARD  
OF COMMISSIONERS

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Rod L. Runyon, Commission Chair

APPROVED AS TO FORM:

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Steven D. Kramer, Commission Vice-Chair

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Kristen Campbell  
Wasco County Counsel

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Scott C. Hege, County Commissioner

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE DESIGNATION	)	
OF A NEWSPAPER FOR THE PUBLICATION	)	O R D E R
OF THE ANNUAL TAX FORECLOSURE LIST.	)	#17-023

NOW ON THIS DAY, there comes on for consideration by the above entitled Board of Commissioners, duly convened for the transaction of County business, the matter of the designation of a newspaper for the publication of the 2014 Foreclosure List, prepared by the County Tax Collector, as notice of the institution of proceedings by Wasco County for the foreclosure of liens of delinquent taxes against the several properties therein described; and

IT APPEARING TO THE BOARD: That The Dalles Chronicle published in The Dalles, Oregon, is a newspaper of general circulation in Wasco County, and in all respects is qualified to publish said Foreclosure List, and that said newspaper will publish said list at the legal rate as provided by law.

THEREFORE, IT IS HEREBY ORDERED: That The Dalles Chronicle be, and the same hereby is designated as the newspaper in which said Foreclosure List shall be published; and

IT IS HEREBY FURTHER ORDERED: That all further notices required by law in said foreclosure suit shall be published in said newspaper.

DATED this 21<sup>st</sup> day of June, 2017.

WASCO COUNTY BOARD  
OF COMMISSIONERS

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Rod L. Runyon, Commission Chair

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Steven D. Kramer, Commission Vice-Chair

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Scott C. Hege, County Commissioner

APPROVED AS TO FORM:

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Kristen Campbell  
County Counsel

**USDA APHIS WILDLIFE SERVICES  
WORK AND FINANCIAL PLAN**

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<b>COOPERATOR:</b>	<b>WASCO COUNTY</b>
<b>COOPERATIVE AGREEMENT NO.:</b>	<b>17-73-41-5129</b>
<b>ACCOUNT NO.:</b>	<b>AP.RA.RX41.73.0144</b>
<b>AGREEMENT DATES:</b>	<b>July 1, 2017 – June 30, 2018</b>
<b>AGREEMENT AMOUNT:</b>	<b>\$5,000.00</b>

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Pursuant to Cooperative Service Agreement No. 13-73-41-5129 (signature year) between Wasco County and the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS), this Work Plan sets forth the objectives, activities and budget for the cooperative wildlife services program in Wasco County for the period of July 1, 2017 through June 30, 2018.

### **OBJECTIVES/GOALS**

The objective of the Wildlife Services program in the County is to resolve wildlife/human conflicts related to damage caused by predatory animals and other wildlife to livestock and human health and safety. Cooperative efforts between APHIS-WS and the County will maximize existing resources to accomplish the goals of this Plan. APHIS-WS will address the requirements of the National Environmental Policy Act (NEPA).

Anticipated project results and benefits:

1. To provide assistance to county residents experiencing conflicts caused by predatory animals and other wildlife.
2. To provide assistance in the form of educational information or when appropriate to utilize the most effective and safe management tools and techniques available.
3. To provide a mechanism that enables other entities to participate in the program with shared responsibilities for funding, planning and evaluation.

### **PLAN OF ACTION**

The objectives of the wildlife damage management program will be accomplished in the following manner:

1. APHIS-WS will provide one part-time Wildlife Specialist to respond to damage situations in Wasco County involving predatory animals and other wildlife that threaten human health and safety, livestock, and other property.
2. Method selection will be based on an evaluation of selectivity, humaneness, human safety, effectiveness, legality, and practicality.
  - a. Field Specialists will ensure that the most effective, efficient and humane tools will be utilized and will conduct management operations in a safe manner.
  - b. Equipment will be maintained in good working order to help prevent accidents and/or hazardous situations.
  - c. Management activities will be conducted with trained USDA-WS employees and volunteers.
3. Patrick Smith, District Supervisor, La Grande, Oregon district office (541) 963-7947 will be responsible for training, day-to-day supervision and monitoring of the cooperative program.
4. APHIS-WS will bill the County quarterly for actual costs associated with this work plan not to exceed \$5,000.00 as described in the Financial Plan. In accordance with the Debt Collection Improvement Act (DCIA) of 1996, bills issued by WS are due and payable within 30 days of receipt. The DCIA requires that all debts older than 120 days be forwarded to debt collection centers or commercial collection

agencies for more aggressive action. Debtors have the option to verify, challenge and compromise claims and have access to administrative appeals procedures which are both reasonable and protect the interest of the United States.

5. The Financial Plan is incorporated by reference into this Work Plan. Approval to disperse County funds as shown on the Financial Plan is granted by signature of the Work Plan. The financial point of contact for this Work Plan/Financial Plan is Deborah Stalman, Budget Analyst (503) 326-2346, [deborah.h.stalman@aphis.usda.gov](mailto:deborah.h.stalman@aphis.usda.gov).

## **PROCUREMENT**

APHIS-WS will provide a vehicle and the initial supplies and equipment. Cooperator understands that additional supplies and equipment may need to be purchased under this agreement to replace consumed, damaged or lost supplies/equipment. Any items remaining at the end of the agreement will remain in the possession of APHIS-WS.

## **STIPULATIONS AND RESTRICTIONS**

APHIS-WS will cooperate with the Oregon Department of Agriculture, Oregon Fire Marshal's Office, Oregon Department of Fish and Wildlife (ODFW), and the U.S. Fish and Wildlife Service (FWS) to ensure compliance with Federal, State and local laws and regulations.

## **COST ESTIMATE FOR SERVICES**

See the Financial Plan on the following page.

## **AUTHORIZATION**

Wasco County Board of Commissioners  
511 Washington Street, Suite 302  
The Dalles, OR 97058

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

\_\_\_\_\_  
Date

UNITED STATES DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE  
WILDLIFE SERVICES

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

## FINANCIAL PLAN

For the disbursement of funds from

Wasco County - Wasco County, Oregon

to

USDA APHIS Wildlife Services

for

Resolve wildlife/human conflicts and damage from predatory animals

from

7/1/2017

to

6/30/2018

Cost Element	Cost to Cooperator	Cost Share (Federal Appropriations & State Funds and other funding sources) <sup>1</sup>	Full Cost
Personnel Compensation	\$ 2,274.69	\$ 70,891.91	\$ 73,166.60
Travel	\$ -	\$ -	\$ -
Vehicles	\$ 753.67	\$ 14,319.65	\$ 15,073.32
Hires & Reimbursements	\$ 489.59	\$ 9,302.29	\$ 9,791.88
Supplies and Materials	\$ 208.00	\$ 1,872.00	\$ 2,080.00
Equipment	\$ 206.41	\$ 1,857.69	\$ 2,064.10

Subtotal (Direct Charges)	\$ 3,932.36	\$ 98,243.54	\$ 102,175.90
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Pooled Job Costs	11.00%	\$ 432.56	NA	
Indirect Costs	16.15%	\$ 635.08	NA	
<b>Agreement Total</b>		<b>\$ 5,000.00</b>	<b>\$ 98,243.54</b>	<b>\$ 102,175.90</b>
Percentage Cost Share		4%	96%	100%

*The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed:*

**\$ 5,000.00**

<sup>1</sup>Federal and State funds estimated based on current information at the time this Work and Financial Plan was prepared.



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

IN THE MATTER OF SURPLUSSING                    )  
COUNTY-OWNED HOUSE LOCATED                )       ORDER  
AT 1915 WEST 10<sup>TH</sup> STREET, THE DALLES, )       #17-049  
OREGON   )

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 house has no further  
value as a rental and poses a safety hazard and liability to the County.

NOW THEREFORE, IT IS HEREBY ORDERED: That  
County-owned house located at 1915 West 10<sup>th</sup> Street, The Dalles, OR shall be  
considered surplus and the Facilities Manager is authorized to dispose of this

house according to the Wasco County Contracting Regulations, Section 17 – Use  
or Disposal of Personal Property.

DATED this 21<sup>st</sup> day of June, 2017.

WASCO COUNTY BOARD  
OF COMMISSIONERS

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Rod L. Runyon, Commission Chair

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Steven D. Kramer, Commission Vice-Chair

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Scott C. Hege, County Commissioner

APPROVED AS TO FORM:

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Kristen Campbell  
Wasco County Counsel

**Agenda Item**  
**Outdoor Mass Gathering Hearing**  
**PLAOMG-17-04-0002**

- [Presentation](#)
- [Summary](#)
- [Staff Report](#)
- [Public Notice](#)
- [Planning Director's Letter](#)
- [PLAOMG Application](#)

# STAFF REPORT

DUSTIN NILSEN, SENIOR PLANNER



June 21st,  
2017

Board of County Commissioners Hearing  
PLAOMG-17-04-0002



# Request

Outdoor Mass Gathering permit for “Northwest 420 Fest” a “premium 21+ Cannabis friendly music festival on the edge of The Columbia River Gorge” and includes “Art-Music-Industry Education-Camping-Cannabis Business Booths-Food-Glass Blowers-Games- and over 30 Bands and DJ's”.

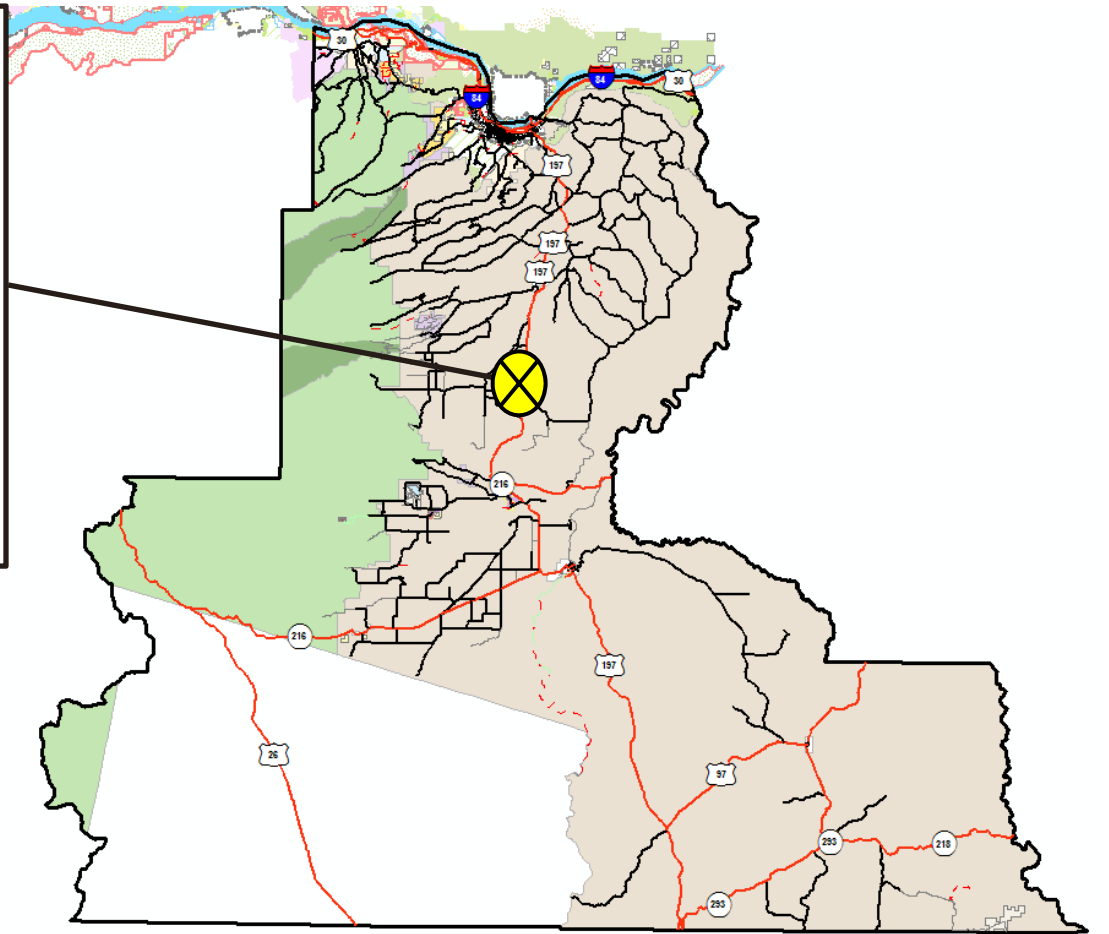
Date of event: April 20-22 or 23, 2017. (differs in the application material)

Maximum attendance: 1,500 including staff & volunteers.

Applicant: Energy Falls, LLC

Property Owner: Michael and Katherine E. Filbin

Location: Filbin Rode Grounds, Hwy 197 & Tygh Ridge Rd.





# Process Requirements

## **Statutory Requirements for Notice (ORS 433.750)**

- (2) Notice of the application shall be sent to:
  - ▣ The county sheriff
  - ▣ The county health officer; and
  - ▣ The chief of the fire district with jurisdiction
- (4) The county governing body shall hold a public hearing
  - ▣ Notice of time and place shall be published 10 days before in a “newspaper of general circulation”



# Process Summary

## **Wasco County Process – Defined by State Law**

- ❑ Outdoor Mass Gatherings not a “land use decision”
- ❑ Process and rules outlined in ORS and OAR
- ❑ Wasco process includes additional agency partners advertisements
- ❑ Relied on the expertise of our partner departments and agencies as provided through the mandatory notice requirements





# Standards Addressed

## **ORS 433.750(1)**

The governing body...shall issue a permit upon application when the organizer demonstrates compliance with or the ability to comply with the health and safety rules governing outdoor mass gatherings to be regulated according to the anticipated crowd and adopted by the Oregon Health Authority.



# Key Questions

- 1) Does the proposal meet the “Outdoor Mass Gathering” definition?
- 2) Does the request demonstrate compliance with or the ability to comply with the applicable health and safety rules?



# Standards Addressed

## **Oregon Administrative Rule (OAR) 330 Division 39**

- ☐ OAR 333-039-0015 (Water Supply)
- ☐ OAR 333-039-0020 (Drainage)
- ☐ OAR 333-039-0025 (Sewerage Facilities)
- ☐ OAR 333-039-0030 (Refuse Storage and Disposal)
- ☐ OAR 333-039-0035 (Food and Sanitary Food Service)
- ☐ OAR 333-039-0040 (Emergency Medical Facilities)
- ☐ OAR 333-039-0045 (Fire Protection)
- ☐ OAR 333-039-0050 (Security Personnel)
- ☐ OAR 333-039-0055 (Traffic)



# Standards Addressed

## **Oregon Administrative Rule (OAR) 330 Division 39**

- ❑ OAR 333-039-0015 (Water Supply)
  - ❑ Tygh Valley Water provided a will serve Letter
    - ❑ Any temporary water system shall be inspected by Wasco County or partner agencies prior to the event for compliance with OAR 333-039-0015(3)(a) through (3)(l).
    - ❑ If the on-site well water source is used, it shall be tested for bacterial and chemical requirements pursuant to OAR 333-039-15(2) within 30 days before the event.
    - ❑ All transport of water shall follow the standards contained within the 2008 Drinking Water Hauling Guidelines. Documentation shall be provided by the applicant to demonstrate compliance with these guidelines, including the forms supplied by the State/North Central Public Health District to track chlorine levels of potable water when delivered.
    - ❑ (None performed)



# Standards Addressed

## **Oregon Administrative Rule (OAR) 330 Division 39**

- OAR 333-039-0020 (Drainage)
  - No public health comments regarding drainage



# Standards Addressed

## **Oregon Administrative Rule (OAR) 330 Division 39**

- OAR 333-039-0025 (Sewerage Facilities)
  - Will Serve Letter from Bishop Services



# Standards Addressed

## **Oregon Administrative Rule (OAR) 330 Division 39**

- OAR 333-039-0030 (Refuse Storage and Disposal)
  - Will Serve letter from The Dalles Disposal



# Standards Addressed

## **Oregon Administrative Rule (OAR) 330 Division 39**

- OAR 333-039-0035 (Food and Sanitary Food Service)
  - All food vendors shall comply with the applicable food and sanitary food service requirements listed in OAR 333-039-0035 and shall make themselves available for inspection during the event. Furthermore, only vendors with valid licenses, as provided by the Oregon Health Authority, shall be contracted to prepare and provide food for the event
  - No confirmation





# Standards Addressed

## **Oregon Administrative Rule (OAR) 330 Division 39**

- OAR 333-039-0040 (Emergency Medical Facilities)
  - Adventure Medical Will Serve Letter Included  
Crackerjack in the application



# Standards Addressed

## **Oregon Administrative Rule (OAR) 330 Division 39**

- OAR 333-039-0045 (Fire Protection)
  - Not within any Fire Protection District
  - No approval from the State Fire Marshall's office after Wasco staff request



# Standards Addressed

## **Oregon Administrative Rule (OAR) 330 Division 39**

- OAR 333-039-0050 (Security Personnel)
  - Will Serve Letter from Best Defense

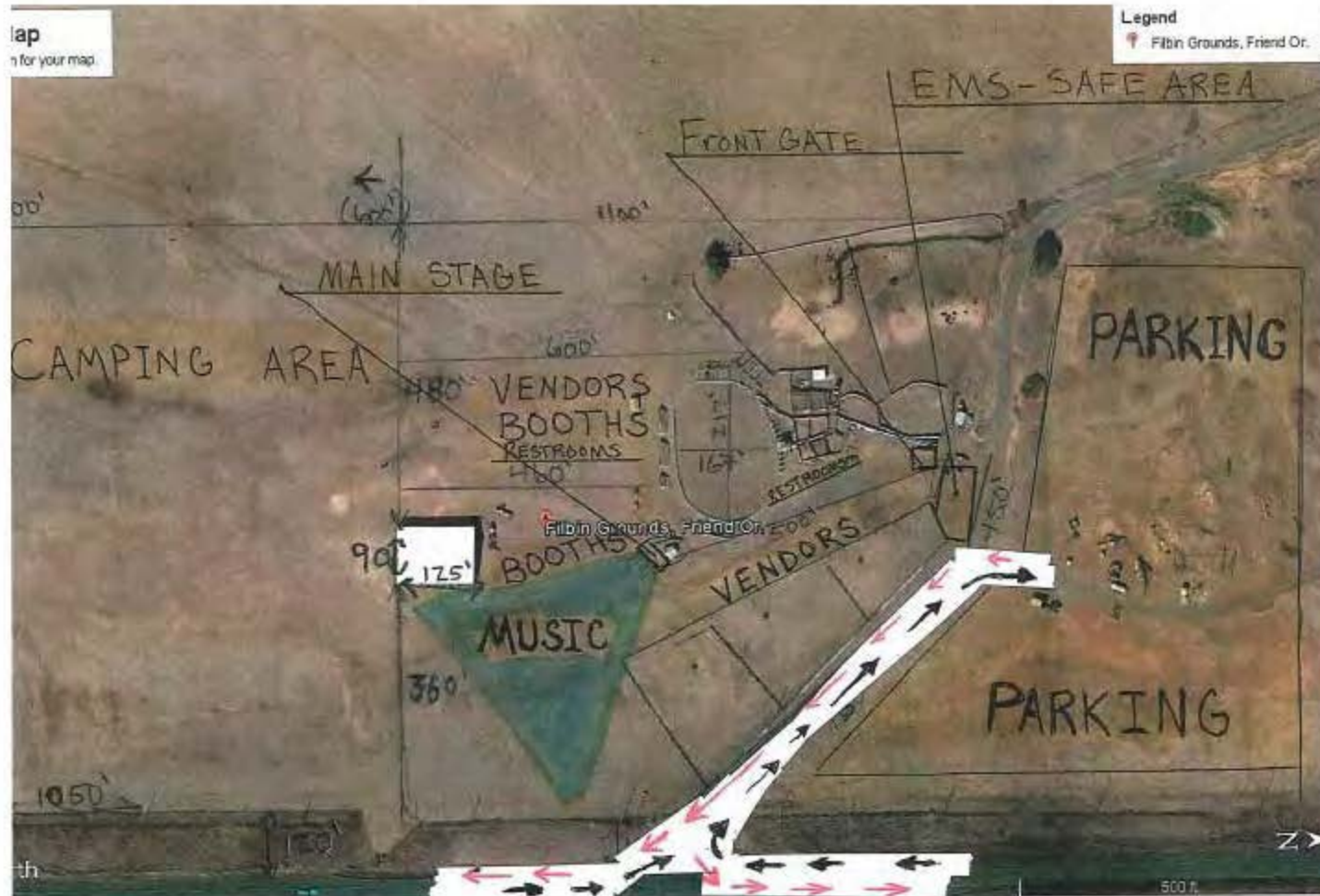


# Standards Addressed

## **Oregon Administrative Rule (OAR) 330 Division 39**

- OAR 333-039-0055 (Traffic)
  - No traffic control plan approval from Wasco Public Works nor ODOT regarding use permits on the traffic control plan.
  - Worked with ODOT for Permits
  - “Local governmental official” could not sign the ODOT state highway permit, since the Mass Gathering hearing had not been conducted nor approved.

# Site Plan





# Staff Recommendation

## **Staff Recommends:**

Denial of the application for an Outdoor Mass Gathering, because the event did not comply with Health, Safety, Fire, and Traffic regulations contained in ORS 433.735 to 433.770 and OAR 333 Division 39.



**PLANNING DEPARTMENT**

2705 East Second Street • The Dalles, OR 97058  
p: [541] 506-2560 • f: [541] 506-2561 • www.co.wasco.or.us

*Pioneering pathways to prosperity.*

**SUMMARY OF INFORMATION**

**Prepared for Wasco County Board of Commissioners Hearing**

**FILE #** PLAOMG-17-04-0002

**HEARING DATE:** June 21st, 2017

**PUBLISH DATE:** June 14th, 2017

**REQUEST:** Outdoor Mass Gathering permit for a music festival campout entitled Northwest420fest to be held April 20<sup>th</sup>-22/23, 2017. Maximum attendance is 1,500 including staff and volunteers.

**RECOMMENDATION:** Denial

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**APPLICANT/OWNER INFORMATION:**

**Applicant:** Energy Falls, LLC, 212 Terminal Avenue, The Dalles OR, 97058

**Owner:** Michael and Katherine E. Filbin 61906 Dufur Gap Road, Dufur, Oregon 97021

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**PROPERTY INFORMATION:**

Located at the Filbin Rodeo Grounds, Highway 197 and Tygh Ridge Road. More specifically described as:

<u>Existing Tax Lots</u>	<u>Acct#</u>	<u>Acres</u>
3S 13E 0 200	9767	511.57
3S 13E 0 201	16336	21.61

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**ATTACHMENTS:**

- A. Options & Staff Recommendation**
- B. Recommended Conditions**
- C. Maps (vicinity map and site plan)**
- D. Staff Report**

## ATTACHMENT A – OPTIONS & STAFF RECOMMENDATION

Under ORS 433.750, the Board of County Commissioners is the only body authorized to issue an outdoor mass gathering permit in Wasco County. While Wasco County has exercised its authority to expand the definition of outdoor mass gathering, the only applicable regulations are those contained in ORS 433.735 to 433.770 and OAR 333 Division 39.

The following Staff Report provides important background information and addresses the applicable standards. After reviewing the applicable regulations, Staff has identified the following three options for consideration by the Board of County Commissioners.

### Board of County Commissioner Options:

1. **Approve** the application for an Outdoor Mass Gathering with amended findings and conditions.
2. **Deny** the application with findings that the request did not comply with the applicable health and safety regulations contained in ORS 433.735 to 433.770 and OAR 333 Division 39
3. **Continue** the hearing, to a date and time certain, if additional information is needed to determine whether applicable standards and criteria are sufficiently addressed.

### Staff Recommendation:

Staff recommends **Option 2** – Denying the application for an Outdoor Mass Gathering accepting the findings contained in the Staff Report (**Attachment D**).



## **ATTACHMENT B – RECOMMENDED CONDITIONS CUSTOMARY TO WASCO APPROVALS FOR OMG’S**

The full staff report with all proposed findings of fact and conclusions of law is enclosed as **Attachment D** and was available at the Wasco County Planning Department for review one week prior to the June 21st, 2017 hearing. The full staff report is made a part of the record. This summary does not supersede or alter any of the findings or conclusions in the staff report, but summarizes the results of Staff’s review and recommendation. The request and subsequent decision do not constitute land use decisions, as governed by Oregon law. All applicable standards are addressed in **Attachment D**.

If alternative findings and recommendations are desired and not contained in **Attachment D**, Staff recommends the following **conditions of approval**:

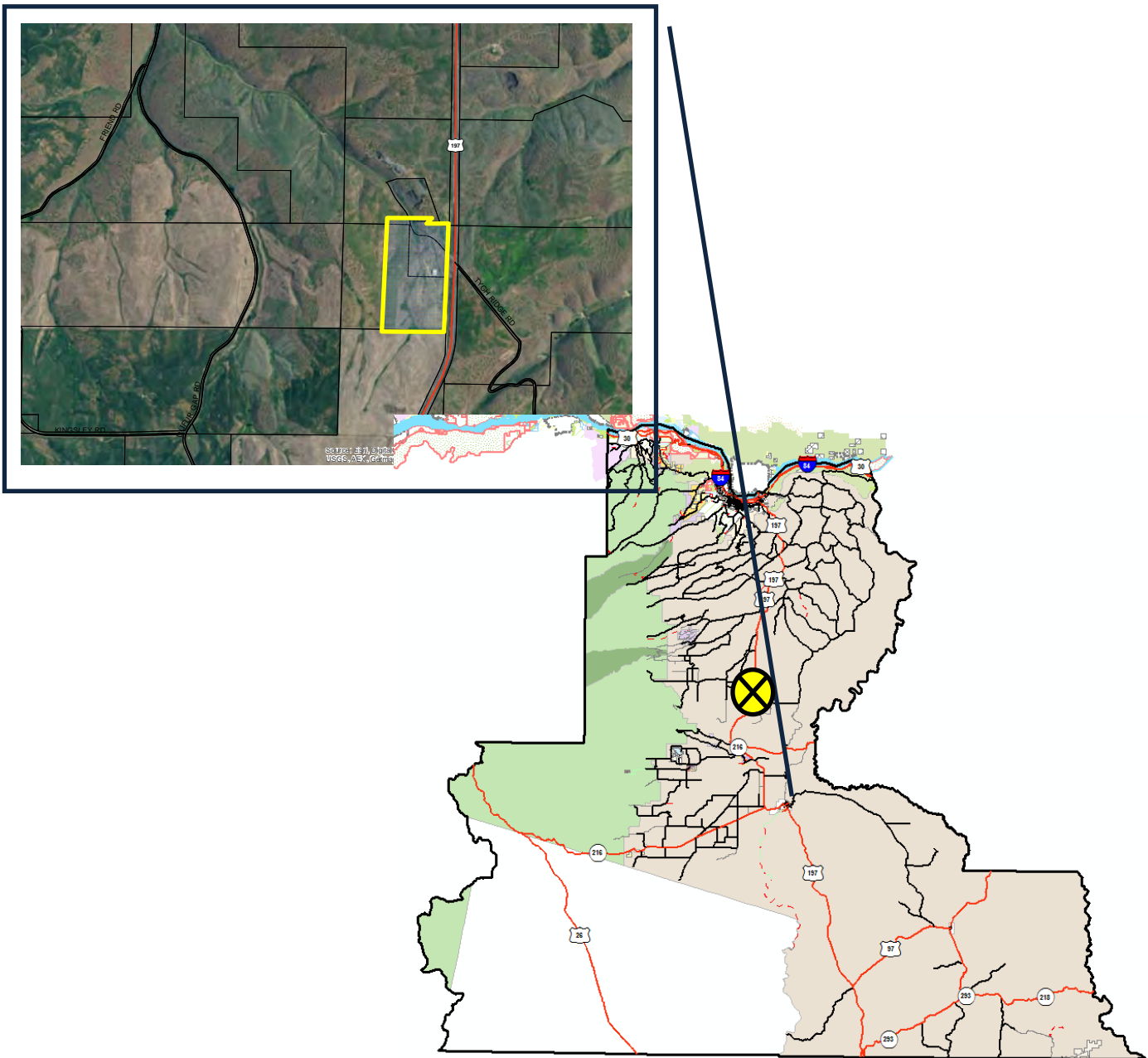
- A. Applicant and property owners shall comply with the application as reviewed and approved by the staff report, which is available at the Wasco County Planning Department. This report details the restrictions on aspects of the proposed event including but not limited to location, dimensions and use. This decision does not constitute tacit approval for any other development or use.
- B. **Location**: Event shall only occur on Wasco County Tax Lots 3S 13E 0 200 and 3S 13E 0 201 and may not occur on any other individual or organization whose signature was not obtained for the application.
- C. **Attendance**: Maximum attendees for Northwest 420 Fest 2017 shall be 1,500, including staff and volunteers necessary to operate the event safely and effectively, as described in **Attachment D**.
- D. **Insurance**: Applicant shall maintain a Commercial General Liability Insurance policy of not less than \$1,000,000 specific to Northwest 420 Fest 2017, and naming Wasco County, its officers, agents, volunteers, and employees as an additional insured for the duration of the event and event clean up.
- E. **Water Supply**: Applicant shall comply with OAR 333-039-0015 that requires 12 gallons of water are available per person, per day of the event and 5 gallons of water are stored per person, per day, as described in **Attachment D**.
- F. **Water Supply System Construction, Maintenance, and Design**: Any temporary water system shall be inspected by Wasco County or partner agencies prior to the event for compliance with OAR 333-039-0015(3)(a) through (3)(l).
- G. **Water Quality**: If the on-site well water source is used, it shall be tested for bacterial and chemical requirements pursuant to OAR 333-039-15(2) within 30 days before the event.
- H. **Water Quality**: All transport of water shall follow the standards contained within the *2008 Drinking Water Hauling Guidelines*. Documentation shall be provided by the applicant to demonstrate compliance with these guidelines, including the forms supplied by the State/North Central Public

Health District to track chlorine levels of potable water when delivered. The chlorine that is being used to increase the chlorine levels needs to be and NSF certified product. There should a copy of that on hand when the inspection takes place.

- I. **Refuse Storage and Disposal:** The applicant shall provide a plan for refuse storage and disposal that is consistent with OAR 333.039.0030.
- J. **Food and Sanitary Food Service:** All food vendors shall comply with the applicable food and sanitary food service requirements listed in OAR 333-039-0035 and shall make themselves available for inspection during the event. Furthermore, only vendors with valid licenses, as provided by the Oregon Health Authority, shall be contracted to prepare and provide food for the event.
- K. **Emergency Medical Facilities:** Applicant shall implement proposed emergency medical services outlined in the 2017 Letter of Intent from Adventure Medical. The applicant shall confirm any additional emergency medical services required or recommended by the local fire and emergency service providers having jurisdiction, and the North Central Public Health District.
- L. **Fire Protection:** The applicant shall secure written statements from the local fire protection agency having jurisdiction that fire protection and fire safety access complies with state and local laws, ordinances and regulations and is satisfactory with respect to anticipated crowds and location.
- M. **Security Personnel:** At least one Department of Public Safety Standards and Training (DPSST) certified supervisor must be on shift at all times.
- N. **Security and Personnel:** Within event staff, a single point of contact must be clearly identified for security and law enforcement. Contact information for this individual shall be provided to the Wasco County Sherriff Department prior to the event.
- O. **Security and Personnel:** Applicant shall coordinate radio frequencies to be used during the event with the Wasco County Sherriff Department to prevent disruption of local emergency service provider communications.
- P. **Traffic:** Traffic Control Plan shall be coordinated and approved by the Oregon Department of Transportation and Wasco County Public Works Department prior to the event.
- Q. **Traffic:** Each vehicle parking space shall have a minimum width of 10 feet and a minimum length of 20 feet, and parking shall be clearly marked. Parking shall be arranged to provide clear access to exits at all times.
- R. **Site Visits:** Applicant shall coordinate an inter-agency site visit before the event, and after the event to allow County Planning Department staff and health and safety agencies to confirm compliance with the conditions described above, as well as any resource impacts that may have occurred as a result to the event.

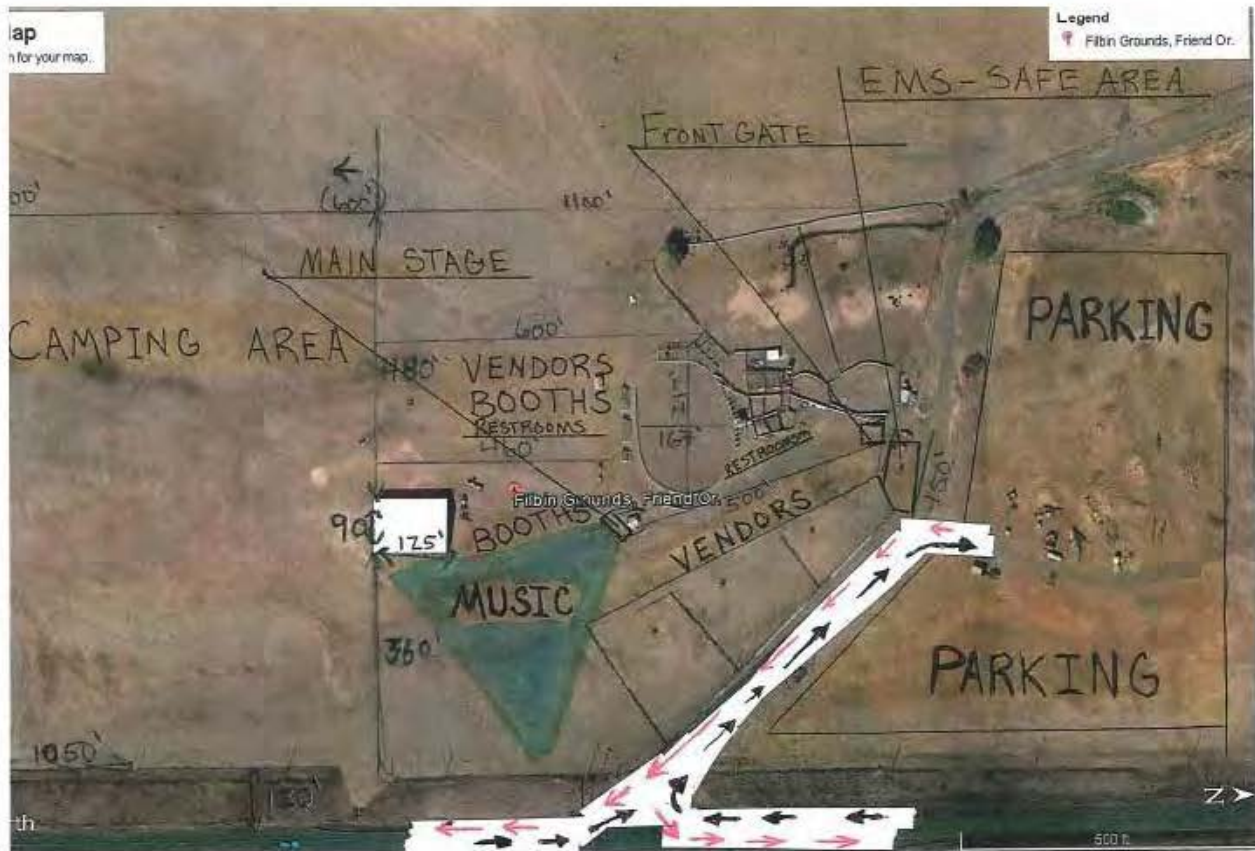
# PLAOMG17-04-0002

## Location Map



## ATTACHMENT C – MAPS

### Site Plan



## ATTACHMENT D – STAFF REPORT

**File Number:** PLAOMG-17-04-0002

**Applicant:** Energy Falls, LLC

**Property Owners:** Michael and Katherine E. Filbin

**Request:** Outdoor Mass Gathering permit for a music festival campout entitled “Northwest 420 Fest” April 20-23, 2017. Maximum attendance is 1,500 including staff and volunteers. Northwest 420 Fest is advertised as a “premium 21+ Cannabis friendly music festival on the edge of The Columbia River Gorge” and includes “Art-Music-Industry Education-Camping-Cannabis Business Booths-Food-Glass Blowers-Games- and over 30 Bands and DJ's”.

**Event Location:** Filbin Rodeo Grounds, Highway 197 and Tygh Ridge Road. More specifically described as:

<u>Existing Tax Lots</u>	<u>Acct#</u>	<u>Acres</u>
3S 13E 0 200	9767	511.57/1483.87
3S 13E 0 201	16336	21.61

**Zoning:** A-1 160 (Exclusive Farm Use)

**Past Actions:** Conditional Use Permit 98-102-WAA1-A: Conditional use permit to allow the use of existing livestock corrals and other facilities for occasional rodeos during the summer months on a 20 acre part of parcel division of a 529.86 acre parcel on the subject tract.

Part of Parcel 98-103-WAA1-A and Property Line Adjustment 908-101-WAA1-A: Property line adjustment combining the remainder from the 529.86 acre parcel, 509.86 acres, with a 464.15 acre parcel, resulting in a 1483.87 acre parcel.

**Procedure Type:** Public Hearing by Wasco County Board of Commissioners

**Staff Recommendation:** Denial

**Hearing Date:** June 21st, 2017 at 9:00AM

**Hearing Location:** Wasco County Courthouse  
511 Washington Street  
The Dalles, Oregon 97058

**Prepared By:** Dustin Nilsen, Senior Planner

## I. APPLICABLE STANDARDS

### Wasco County Land Use & Development Ordinance (WCLUDO)

<b>A. Chapter 3</b>	<b>Basic Provisions</b>
Section 3.210.B.13	Uses Permitted Without Land Use Review

### Oregon Revised Statute (ORS)

<b>B. ORS 433.735 to 433.990</b>	<b>Regulation of Outdoor Mass Gatherings</b>
ORS 433.745	Outdoor Mass Gathering with permit prohibited;
ORS 433.750	Permit application; procedure for issuance of permit; fee
ORS 433.755	Additional information; liability of permit holder; casualty insurance; county as additional insured
ORS 433.990	Penalties

### Oregon Administrative Rules (OAR)

<b>C. OAR 333 Division 39</b>	<b>Regulations Governing Health and Safety at Outdoor Mass Gatherings</b>
OAR 333-039-0015	Water Supply
OAR 333-039-0020	Drainage
OAR 333-039-0025	Sewerage Facilities
OAR 333-039-0030	Refuse Storage and Disposal
OAR 333-039-0035	Food and Sanitary Food Service
OAR 333-039-0040	Emergency Medical Facilities
OAR 333-039-0045	Fire Protection
OAR 333-039-0050	Security Personnel
OAR 333-039-0055	Traffic

## II. BACKGROUND

- A. Legal Parcel:** The proposed event occurred on multiple properties owned by Michael and Katherine Filbin, collectively known as “The Filbin Rodeo Grounds” Between Dufur and Tygh Valley along Highway 197. The properties include two tax lots: 3S 13E 0 200; and 3S 13E 0 201.

Section 1.090 of the Wasco County Land Use and Development Ordinance (LUDO) defines “legal parcel” as a unit of land created as follows: (a) A lot in an existing, duly recorded subdivision; or (b) A parcel in an existing, duly recorded major or minor land partition; or (c) By deed or land sales contract prior to September 4, 1974.

- Tax Lots 3S 13E 0 200 and 3S 13E 0 201 were approved in their current configuration in Part of Parcel 98-103-WAA1-A and Property Line Adjustment 908-101-WAA1-A: Property line adjustment combining the remainder from the 529.86 acre parcel, 509.86 acres, with a 464.15 acre parcel, resulting in a 1483.87 acre parcel.

The subject properties are consistent with LUDO. In addition to the recorded plats, deed documentation provided by the applicant confirms Michael and Katherine Filbin are the owners of the subject parcels.

- B. Site Description:** As previously noted portions of two properties owned by the Filbins were used for the event. In total, the tax lots include approximately 1400+- acres. Site plans provided by the applicant

indicate most of the proposed event will occur near Hwy 197 and Tygh Ridge Road, and will therefore occurred on a small portion, (approximately 60 acres) of the larger property.

- C. Public Notice & Comments:** Per ORS 433.750(4), notice of the public hearing was published 10 days prior to the hearing on June 6th, 2017 in *The Dalles Chronicle*. Additionally, on March 7<sup>th</sup>, 2017 staff requested comments regarding the application from partner agencies for continued coordination, and posted the application materials and hearing notice on the Planning Department website.

**Agency Comments:** The applicant was encouraged to work with agencies and departments directly to coordinate event and event application needs. Prior deeming the application complete, Staff notified partner agencies on March 7th, 2017 and invited additional written comments.

## **FINDINGS:**

### **A. Applicable provisions of the Wasco County Land Use and Development Ordinance (LUDO):**

Chapter 3 contains Basic Provisions for each zone. Chapter 3 Section 3.210.B.13 allows outdoor gatherings as a commercial use permitted without review in the Exclusive Farm Use zone. It states:

*“An outdoor gathering as defined in ORS 433.735 or other gathering of fewer than 3,000 persons that is not anticipated to continue for more than 120 hours in any three month period.”*

ORS 433.735(1) generally defines outdoor mass gatherings as an assembly of more than 3,000 persons which continues or can reasonably be expected to continue for more than 24 consecutive hours but less than 120 hours within any three-month period and which is held primarily in open spaces and not in any permanent structure. Additionally, the provision listed above includes the gathering of fewer than 3,000 persons that is not anticipated to continue for more than 120 hours in any three month period in the Exclusive Farm Use zone. **NOTE:** A gathering described above is not subject to a land use decision or land use permitting. A Permit is required for *outdoor mass gathering*. *Permit Application, notice, and fee, requirements are outlined in ORS 433.750-755, to protect health and safety.*

**FINDING:** The LUDO text addressing outdoor mass gatherings is more expansive than the language found in ORS 433.735(1) because the statute allows counties to “otherwise define” outdoor mass gatherings. Wasco County expanded the definition of outdoor mass gathering in some zones to also include gatherings of “fewer than 3,000 persons” in the course of legislative updates to the LUDO which became effective on January 17, 2006. Consequently, an outdoor mass gathering permit became a pathway for anyone seeking authorization for a gathering of fewer than 3,000 people that is reasonably expected to continue for less than 120 hours. All such gatherings described above are subject to the outdoor mass gatherings regulations found in ORS 433.735 to 433.990.

Applicant is requesting approval for an outdoor mass gathering for a music festival campout entitled, “Northwest 420 fest,” April 20-23, 2017 on the Filbin Rodeo Grounds on Hwy 197 and Tygh Ridge Road. The application form states that a maximum of 1,500 are anticipated to attend.

Based on proposed event characteristics, estimated number of attendees and schedule, staff finds that this event constituted an Outdoor Mass Gathering as defined in LUDO Section 3.210.B.13 and ORS 433.735. If approved, staff recommends a **condition** that attendance is capped at 1,500, including staff and volunteers necessary to operate the event safely and effectively, as described throughout this report to be consistent with the size of event that has been coordinated with public health and safety agencies.

Applicable rules from ORS 433.750-990 are addressed in B, below.

**B. ORS 433.735 to 433.990 Regulation of Outdoor Mass Gatherings**

**433.745 Outdoor Mass Gathering with permit prohibited.**

- (1) *An organizer may not hold an outdoor mass gathering or allow an outdoor mass gathering to be held on real property that the organizer owns, leases or possesses unless the governing body of the county in which the outdoor mass gathering is to take place issues the organizer a permit to hold the outdoor mass gathering.*
- (2) *A permit issued under this section does not entitle the organizer to make any permanent development to or on the real property. Any permanent development on the real property must be made in accordance with any applicable state or local land use law. [1971 c.597 §2; 1985 c.758 §3; 2015 c.428 §1] (\*\*\*)*.

**FINDING:** An application from Energy Falls, as applicant and event contract holder, and signed by Katherine Filbin, as property owner, was submitted on April 4th, 2017. At that time staff indicated to the applicant that given the short notice between the submission and event, that it would not be able to complete the permit prior to the event. At the applicants' request, planning staff has processed the application even though it would occur after the event in violation of 433.750 (1). Prior to the event, Planning Director Angie Brewer sent and emailed a letter, included within this packet, to both applicant and landowners indicating the following:

***"I am writing to inform you that you are proceeding with an unpermitted commercial event as a willful violator of the Wasco County Land Use and Development Ordinance, state statute and state administrative rules that apply to all Outdoor Mass Gatherings in Wasco County – including those of less than 3,000 persons".***

***"If your event proceeds, Wasco County will enforce code compliance procedures, likely resulting in a hearing before the Board of County Commissioners and assessment of fines or other penalties. Please note that the landowner is responsible for addressing the violation and will be held responsible for the resulting penalties".***

**433.750 Permit application; procedure for issuance of permit; fee.**

- (1) *The governing body of a county in which an outdoor mass gathering is to take place shall issue a permit upon application when the organizer demonstrates compliance with or the ability to comply with the health and safety rules governing outdoor mass gatherings to be regulated according to the anticipated crowd and adopted by the Oregon Health Authority (\*\*\*)*.

**FINDING:** The Board of County Commissioners is the only body authorized to issue an outdoor mass gathering permit in Wasco County. Furthermore, the use of "shall" in ORS 433.750(1) seems to require issuance of the permit if the application demonstrates the ability to comply with the applicable health and safety rules. This interpretation is well-established in case law going back to 1982. Coincidentally, it was 1000 Friends v. Wasco County (LUBA 82-039), which found:

***The legislature's decision to limit jurisdiction in this manner reflects the narrow range of review criteria and limited discretion available to the county governing body under ORS Chapter 433. (\*\*\*) Land use considerations have no bearing on the decision to grant or deny an outdoor mass gathering permit given the limited criteria to be applied to the permit request.***

Staff is not aware of any case law which explicitly prevents a county governing body from imposing reasonable



conditions in conjunction with a permit approval. Therefore, Staff recommends several conditions throughout this report to protect public health and safety.

The referenced Oregon Health Authority rules (OAR 333 Division 39) are addressed beginning in C, below.

- (2) Notice of the application shall be sent by the county governing body to the county sheriff or county chief law enforcement officer, the county health officer and the chief of the fire district in which the gathering is to be held.*

**FINDING:** Staff notified the Wasco County Sheriff, the North Central Public Health officer, Oregon Department of Forestry, and States Fire Marshall, on March 7th, 2017 of an incomplete application and invited additional written comments.

- (3) Each officer receiving notice of the application under subsection (2) of this section who wishes to comment on the application shall submit such comment in writing to the county governing body not later than the hearing date. The comment may include recommendations related to the official functions of the officer as to granting the permit and any recommended conditions that should be imposed.*

**FINDING:** Coordination between both Applicant and partner agencies occurred prior to the application in order to address applicable regulations. Partner agencies were invited to submit additional comments once the current application was deemed complete. Notice of the application was provided to partner agencies March 7th, 2017 (prior to the application being deemed complete) and additional comments were invited.

- (4) The county governing body shall hold a public hearing on the issue of compliance with this section. Notice of the time and place of such hearing including a general explanation of the matter to be considered shall be published at least 10 calendar days before the hearing in a newspaper of general circulation in the county or, if there is none, it shall be posted in at least three public places in the county.*

**FINDING:** A public hearing with the Wasco County Board of Commissioners was scheduled for June 21, 2017. One June 6<sup>th</sup>, 2017 written notice of the hearing was published in *The Dalles Chronicle Newspaper*. The application materials and hearing notice were also posted on the Wasco County Planning Department website. Notice of the time and location of the hearing was provided and published at least ten calendar days before the hearing in the local newspaper, consistent with this requirement.

***433.755 Additional information required before permit issued; liability of permit holder; casualty insurance; county as additional insured.***

- (1) (\*\*\*) If the county governing body determines upon examination of the permit application that the outdoor mass gathering creates a potential for injury to persons or property, the county governing body may require organizers to obtain an insurance policy in an amount commensurate with the risk, but not exceeding \$1 million. The policy of casualty insurance shall provide coverage against liability for death, injury or disability of any human or for damage to property arising out of the outdoor mass gathering. The county shall be named as an additional insured under the policy.*

**FINDING:** An outside mass gathering outside fire protection districts creates a potential for injury to persons or property. Staff typically requires the applicant to provide a Commercial General Liability Insurance policy of not less than \$1,000,000 naming Wasco County, its officers, agents, volunteers, and employees as an additional insured as part of their application. At the time of the event, the intent to provide insurance, but no certificate

of insurance, consistent with ORS 433.755(1) had been provided.

**433.990 Penalties.**

- (7) Any organizer, as defined in ORS 433.735 (Definitions for ORS 433.735 to 433.770), violating ORS 433.745 (Outdoor mass gathering without permit prohibited) commits a specific fine violation punishable by a fine of not more than \$10,000.(\*\*\*)

**FINDING:** Between April 20<sup>th</sup>-and April 23<sup>rd</sup> and Outdoor Mass Gathering was held violating ORS 433.745.

**C. Regulations Governing Health and Safety at Outdoor Mass Gatherings - Oregon Administrative Rules 333 Division 39** (as referenced in ORS 433.750(1)):

**Oregon Administrative Rule 333-039-0015 - Water Supply**

**(1) Required Amounts:**

- (a) A minimum of 12 gallons per person per day shall be available for the anticipated assembly;
- (b) Storage facilities equal to one day's total water usage shall be provided, unless a greater or lesser amount, with a minimum of five gallons per person per day, is determined by the Division as sufficient or necessary, based on the availability and quantity of the reserve water supply and the required water demands for toilets, food vendors, camping areas and other facilities;
- (c) A Division approved well or water system may be used as a source of water, or in addition to Division approved outside sources, to meet all requirements;
- (d) An amount of water equal to one day's total usage shall be kept in reserve at all times.

**FINDING:** The application coversheet describes the event having up to 1,500 people. It appears that only 300 gallons of water shall be stored will be onsite for hand washing purposes and the balance shall be made available on request. This appears to be in conflict with item (d).

The applicant has obtained a will serve letter from Tygh Valley Water. Tygh Valley Water District has stated that it would supply up to 18,000 gallons per day. Based on maximum attendance of 1,500 people (including attendees and staff/volunteers), 18,000 gallons of water per day would need to be available (1,500 people x 12 gallons per day = 18,000 gallons per day). The Oregon Health Authority approves municipal water systems and enforces drinking water quality standards. Staff recommends a **condition** is included to ensure 12 gallons of water are available per person, per day of the event and any testing and hauling of drinking water consistent with the 2008 *Drinking Water Hauling Guidelines* and is coordinated with the North Central Public Health District.

In the past staff has recommended that, due to the large supply and availability of municipal water sources within close proximity to the event, a **condition** requiring storage facilities be provided to meet the minimum requirement of 5 gallons/person/day. Maximum attendance (1,500 people) would require water storage facilities of 7,500 gallons. At the time of the event the application did not demonstrate meeting the requirement for onsite water storage.

**(2) Bacteriological and Chemical Requirements:**

- (a) All water provided shall give a negative result for the presence of coliform bacteria when subjected to standard laboratory test procedures for detecting the presence of coliform bacteria and shall be from sources and in containers approved by the Division;
- (b) Water provided shall not contain the following substances in excess of amounts listed. The organizer shall provide a laboratory analysis report as evidence of this: Substance Concentration in mg/1:

- (A) Arsenic -- 0.1;
- (B) Cadmium -- 1.0;
- (C) Chloride -- 250.0;
- (D) Copper -- 1.0;
- (E) Cyanide -- 0.01;
- (F) Fluoride -- 1.7;
- (G) Iron -- 0.3;
- (H) Lead -- 0.05;
- (I) Selenium -- 0.01;
- (J) Nitrate (NO<sub>3</sub>) -- 45.0;
- (K) Total Dissolved Solids -- 500.0;
- (L) Zinc -- 5.0.

**FINDING:** The applicant has not specified that the on-site well will be tested for nitrates and arsenic within 30 days before the event. The applicant stated that they will follow all transport and storage regulations outlined in the *2008 Drinking Water Hauling Guidelines* to ensure compliance with this requirement. Staff recommends a **condition** to ensure the on-site water source is tested for quality within 30 days before the event and provides documentation to confirm the guidelines contained within the *2008 Drinking Water Hauling Guidelines* are adhered to. No testing has been confirmed.

(3) *Construction, Maintenance, and Design:*

- (a) *All parts of the water supply system shall be constructed of non-toxic materials;*
- (b) *All water distribution lines and fittings shall be constructed of galvanized wrought iron, galvanized steel, copper, or NSF approved plastic pipe. All plastic pipe and fittings must bear the NSF seal;*
- (c) *Pressure tanks and storage tanks shall be constructed of non-toxic materials. Tanks which have previously been used to contain toxic substances shall not be used;*
- (d) *Prior to placing the water supply system into use, all portions of the system including storage tanks and distribution system shall be disinfected by adding a chlorine solution of not less than 50 mg/1 and retaining the mixture within all portions of the system for at least 24 hours. Following disinfection, the system is to be thoroughly flushed of the chlorine solution;*
- (e) *Hydrants equipped with self-closing faucets shall be provided at a ratio of not less than one for every 250 persons or fraction thereof anticipated;*
- (f) *Each faucet shall be mounted on a minimum 36 inch riser. The riser is to be securely fastened to a supporting structure equal in strength to a four inch by four inch timber which is securely anchored in the ground;*
- (g) *Each faucet and riser shall be accompanied by a seepage pit located directly beneath the faucet which shall have a minimum inside diameter of 12 inches and a minimum depth of three feet and shall be backfilled with clean coarse rock;*
- (h) *All water distribution lines shall be installed at a minimum depth of 12 inches in the soil and shall be covered;*
- (i) *If camping and activity areas are separately designated, 60 percent of the total required faucets shall be located within the area designated for camping, and 40 percent of the total required faucets shall be located in the area designated for activities;*
- (j) *A minimum of one faucet shall be located not more than 25 lineal feet from each food service facility and a minimum of one faucet shall be located not more than 25 lineal feet from any emergency medical facility;*
- (k) *Garden hoses, flexible hoses, pipes, or similar devices shall not be connected to any faucet or any other portion of the water supply system for personal convenience or any other reason;*

- (l) *A minimum pressure of 20 pounds per square inch shall be maintained at all times and at all points within the water distribution system.*

**FINDING:** No site inspections were coordinated with North Central Public Health District prior to the event to ensure compliance with the *2008 Drinking Water Hauling Guidelines*. Staff has no information to affirm that the location of the existing water supply and proposed uses will attain compliance with the “Construction, Maintenance and Design” standards listed above.

***Oregon Administrative Rule 333-039-0020 - Drainage***

- (1) *The site selected for the outdoor mass gathering shall have good natural drainage. Areas which are swampy, or areas known to be susceptible to flash flooding are not acceptable.*
- (2) *Roads at the outdoor mass gathering site shall be provided with culverts, tiles, and ditching wherever needed to protect such roads from erosion due to precipitation.*

**FINDING:** According to the applicant, the property has been inspected previously for drainage by the North Central Public Health District and was deemed to be acceptable. The application materials state that the rodeo and cattle grounds present no drainage issues. No onsite dumping or drainage is permitted according to the applicant. Based on its information, area size, and proximity to the Highway, staff finds the selected event site provides sufficient drainage will be provided with adequate protections from erosion due to precipitation.

***Oregon Administrative Rule 333-039-0025 - Sewerage Facilities***

- (1) *Non-Water Carried Sewage Facilities...*

**Finding:** The applicant has contracted with Bishop to provide 30 or more onsite portable toilets (including ADA accessible) and one (20 gallon) hand washing station per bank. Each toilet and station will be pumped at least once a day. The requirement meets and exceeds the one toilet per 114 participants required by statute.

- (2) *If water carried subsurface sewage disposal facilities are provided, they shall be governed by OAR 333-041-0001 through 333-041-0040, and by this reference are incorporated herein and made a part hereof...*

**Finding:** No subsurface water carried sewage disposal facilities are proposed. Instead, the applicant has contracted with Bishop Services, Inc. to provide onsite portable toilets.

- (3) *Number and Location of Toilets and Privies:*
- (a) *Seven privies or toilets or any combination thereof shall be provided for each 800 persons or fraction thereof anticipated;*
- (b) *If camping and planned activity areas are separately designated, sixty percent of the total required toilets or privies shall be located within the designated camping area and forty percent of the total required toilets or privies shall be located in the designated planned activity area. If areas are not designated, location and spacing of toilets and privies shall be in accordance with anticipated crowd clustering or grouping, or spaced uniformly throughout the entire mass gathering site;*
- (c) *All chemical toilets, if provided, shall be located so as to be easily and readily serviced by servicing vehicles.*

**FINDING:** Bishop Services will provide 30 or more portable toilets. As previously noted, the applicant proposed washing stations throughout the site. Based on maximum attendance of 1,500 (including staff/volunteers), this

represents approximately 50 attendees per toilet, which exceeds the standard (7 toilets per 800 attendees or 114 attendees per toilet) listed above.

Per the submitted site plan, the applicant proposes toilets in proximity to vendor and music areas. The event site is open and easily accessible. Staff finds the quantity and location of the toilet facilities meets the standard.

*(4) Liquid Wastes not Containing Human Excreta:*

- (a) Facilities shall be provided for the disposal of all liquid wastes not containing human excreta such as, but not limited to, kitchen or cooking waste water, grease, dishwater, wash water, and bath water. These facilities shall be specifically identified by means of a sign which states "**Waste Water Disposal**";*
- (b) Such facilities shall consist of a seepage pit having a minimum depth of three feet and a lateral area of not less than 32 square feet. The pit shall be backfilled with clean, coarse rock and be protected by a one-fourth inch screen which is removable and will effectively trap food particles and prevent other wastes from entering the backfilled rock;*
- (c) All food particles and other waste material shall be removed from the facilities at least once every 24 hours or at more frequent intervals if necessary to prevent fly and insect attraction;*
- (d) Such facilities shall be located or spaced so as to uniformly serve the participants of the outdoor mass gathering;*
- (e) One facility shall be provided for each 3,000 persons or fraction thereof anticipated;*
- (f) At least one facility shall be located not more than 50 lineal feet from each food service facility.*

**FINDING:** The application materials state that food vendors shall be sent to "Wasco County Health Dept. for permitting" and all food vendors are responsible for passing all requirements put forth by the County and State including the removal of their own grey water. Staff has neither records of the food vendors being approved nor records of disposal in compliance with OAR 333-039-0030.

***Oregon Administrative Rule 333-039-0030 - Refuse Storage and Disposal***

- (1) All refuse and solid waste shall be stored in fly-tight containers constructed of impervious material.*
- (2) Containers for refuse and solid waste storage shall be provided at a minimum ratio of one 30 gallon container for each 16 persons or fraction thereof anticipated or one cubic yard of container capacity for each 125 persons or fraction thereof anticipated.*
- (3) All refuse and solid waste shall be removed from storage containers at least once every 24 hours and transported and disposed of in a manner which is authorized and complies with state and local laws, ordinances and regulations.*

**FINDING:**

The applicant recited the requirements from above and has provided a will serve letter from the Dalles Disposal indicating the supply of a 30 yard storage container and a 30 yard recycling container. The 30 yard dumpster and recycling container exceed the 12 yards of space required for the event, so long as they were emptied on a daily basis. There is no indication from The Dalles Disposal letter that there would or was a daily removal of waste, which would be required to meet the requirement.

***Oregon Administrative Rule 333-039-0035 - Food and Sanitary Food Service***

- (1) Food service facilities, if supplied, shall be located in clean surroundings and shall be maintained in a clean and sanitary condition.*

- (2) *Food service facilities, if supplied, shall be so constructed and arranged that food, drink, utensils, and equipment will not be exposed to rodents, insects, dust, dirt, or other contamination. If flies are present, screening shall be required.*
- (3) *The water supply for food service facilities shall be adequate in amount to serve the requirements of the facility and shall be safe for human consumption. Storage tanks or containers, when used, shall be of smooth, easily cleanable material, and shall be cleaned and sanitized each time they are refilled. Water shall not be dipped from a receptacle for drinking or culinary purposes.*
- (4) *Toilet or privy facilities which comply with these rules shall be available within the immediate area for use by the food service facility personnel.*
- (5) *Hand washing facilities shall be made available for the food service facility personnel. In lieu of a handwashing sink, there shall be provided a pan with soap and water for washing of hands, and a pan of water containing a bactericidal solution of 50 mg/1 of available chlorine or its equivalent for rinsing of hands. Sanitary paper towels shall be provided. The use of a common-type towel is prohibited. Utensil washing vats shall not be used for handwashing.*
- (6) (a) *All multi-use utensils and all display cases or windows, counters, shelves, tables, refrigeration equipment, sinks, and other equipment used in connection with the operation of a food service facility shall be constructed as to be easily cleaned and shall be kept in good repair;*  
(b) *Utensils containing or plated with cadmium or lead shall not be used, provided, however, that solder containing lead may be used for jointing;*  
(c) *Food containers with seams which are not sealed flush with the surface shall not be re-used. Single service containers and utensils shall not be re-used.*
- (7) (a) *Single service paper plates, cups, and plastic or wood knives, forks, and spoons are recommended but not required. If multiple use dishes, utensils, or equipment are used, they must be subjected to one of the following methods of bactericidal treatment after cleaning and washing:*  
(A) *Immersion for at least two minutes in clean, hot water at a temperature of at least 170° Fahrenheit. If hot water is used, a dependable thermometer shall be available at all times and shall be used. The pouring of scalding water over washed utensils is not acceptable as a satisfactory bactericidal treatment;*  
(B) *Immersion for at least two minutes in a lukewarm chlorine bath. This bath shall be made up at a strength of at least 100 mg/1 of available chlorine. The bath shall not be used after its strength has been reduced to 50 mg/1;*  
(C) *Immersion for at least two minutes in an approved quaternary ammonium bath containing at least 25 mg/1 as determined by a suitable field test.*  
(b) *In machine dishwashing, the hot water rinse shall be at least 170° Fahrenheit and shall be for a minimum of ten seconds;*  
(c) *In hand dishwashing, a three compartment sink shall be required. The first compartment shall be used for washing with a soap or detergent solution. The second compartment shall be used for clear water rinse, and the third compartment shall be used for the bactericidal solution and sanitizing bath.*
- (8) *If ice cream or frozen desserts are dipped and served at the food service facility, all scoops and dippers shall be kept in running water dipper wells.*

- (9) (a) *All refuse and solid waste shall be stored or collected in tightly covered, water impervious containers until removed from the food service facility. Such containers when emptied shall be washed to prevent them from attracting flies and rodents;*  
(b) *All dishwater and liquid wastes not containing human excreta shall be disposed of in accordance with OAR 333-039-0025(4)(a) to (f) of these rules.*
- (10)(a) *All readily perishable food shall be kept at or below 45° Fahrenheit except when being prepared or actually served. Readily perishable foods shall be stored in shallow containers under refrigeration until cooled below 45° Fahrenheit. When such foods have been cooled below 45° Fahrenheit, they may be stored in deep containers. Food shall not be served which has been stored, handled, or otherwise cared for in a manner not in compliance with these rules;*  
(b) *A dependable indicating thermometer shall be provided in each refrigerator;*  
(c) *All ice shall be stored and handled in such a way as to prevent contamination. Ice scoops or tongs shall be used to place ice in glasses or cups. Ice shall be obtained only at sources which are licensed under ORS Chapter 624 or 627.*
- (11)*All food products, raw, cooked, canned, or otherwise, shall be wholesome and free of spoilage during storage, preparation, and serving. All milk and milk products shall come from a source which is licensed and approved by the Oregon State Department of Agriculture. Home canned or home processed foods shall not be stored, prepared, or served by the food service facility.*
- (12)*Pre-cooked foods or meats must be kept at or below 45° Fahrenheit at all times and subjected to continuously applied heat which will sustain the internal temperature of the food item to not less than 140° until such time as it is served.*
- (13)*Bottled soda or fruit drinks may be cooled in tanks with water and ice provided the tanks contain not less than 50 mg/1 available chlorine. The tops of the containers shall not be submerged. Milk and milk products shall be kept at or below 45° Fahrenheit in dry refrigeration.*
- (14)*Canned soda or fruit drinks may be cooled in tanks of ice and water provided that the water contains not less than 50 mg/1 available chlorine.*
- (15)*All persons within the food service facility shall wear clean outer garments and shall keep their hands clean at all times while engaged in preparing or serving food and drink, or washing and storing utensils and equipment.*
- (16)*All persons while within a food service facility shall refrain from any personal action or conduct which would directly or indirectly harm the quality or wholesomeness of the food.*
- (17)*No live animals or fowl shall be permitted within the confines of any food service facility.*

**FINDING:** The application materials state that food vendors will be onsite. Given that food vendors will be present, OAR 333-039-0035 becomes applicable. Staff has no records that North Central Public Health inspected the facility before or during the event and cannot confirm the applicant acted in compliance with the requirements.

***Oregon Administrative Rule 333-039-0040 - Emergency Medical Facilities***

- (1) *There shall be present at the outdoor mass gathering site for emergency medical services, physicians and nurses in the following ratios:*

- (a) *Daylight Hours -- At least one Oregon physician plus sufficient other physicians (licensed to practice medicine and surgery in any of the 50 states of the United States) to provide a ratio of one for each 10,000 persons attending or fraction thereof and one nurse for each 7,500 persons attending or fraction thereof;*
- (b) *Nighttime Hours - (1 a.m. to 7 a.m.) -- At least one Oregon physician plus sufficient other physicians (licensed to practice medicine and surgery in any of the 50 states of the United States) to provide a ratio of one for each 20,000 persons attending or fraction thereof and one nurse for each 15,000 persons attending or fraction thereof.*
- (2) *Facilities shall be provided in which physicians can provide patient care and treatment. The facility shall be enclosed, protected from the elements, and shall have chairs, examining tables with stirrups, and locked cabinets for equipment and medicine. All necessary medicine and instruments for conducting minor surgery and examinations shall be available.*
- (3) *Lighting within the emergency medical facilities shall be provided and shall be not less than 200 foot candles in areas where treatment and minor surgery are conducted.*
- (4) *Attending physicians shall keep accurate records of patients and treatment, and shall notify the local health officer of all cases involving a communicable disease.*
- (5) *Temporary holding facilities shall be provided for the sick and injured while awaiting transport to a hospital. The facility shall be enclosed, protected from the elements, and shall be furnished with one cot or bed for each 1,000 persons anticipated or fraction thereof.*
- (6) *Communication, either telephone or radio-telephone, shall be provided to summon aid or notify the nearest hospital, law enforcement, or fire protection agency, as required.*
- (7) *Ambulances shall be provided at the outdoor mass gathering for emergency evacuation of sick and injured persons at a ratio of one ambulance for each 10,000 persons anticipated or fraction thereof.*

**FINDING:** The applicant has provided a will serve letter from Adventure Medics to provide medical support services and indicated in its letter that “Crackerjack will satisfy the requirements set forth OAR 333-039-0040(1)-(5)”. The Adventure Medics letter of intent provides 3 stages of service including one paramedic and possibly one additional EMT. There are no physicians included in the proposal and it is unclear at what point a medical tent shall be provided. In its letter, the applicant indicates that a medical tent shall be provided by Cracker Jack, but it is not indicated on the site plan nor is it clear what role Crackerjack was involved as a medical provider.

***Oregon Administrative Rule 333-039-0045 - Fire Protection***

- (1) *Each camping space shall be a minimum of 1,000 square feet or large enough to accommodate a parked camping vehicle, tent vehicle or tent, as the case may be, and to maintain at least 15 feet separation from any other camping vehicle, tent vehicle or tent, building, structure, or property line.*
- (2) *The organizer shall secure a written statement from the local fire protection agency having jurisdiction that fire protection complies with state and local laws, ordinances, and regulations, and is satisfactory with respect to anticipated crowds and location of the outdoor mass gathering.*

**FINDING:** As proposed, the application states that there would be 40 acres allocated to camping, a minimum 1,000 feet will be allocated per camper, and that there was to be no personal fires allowed. As advertised a



bonfire was to be provided. There is no attachment for fire protection or prevention or approvals from local fire agency providers. The following is the complete application submission.

**Fire Protection and Prevention (OAR 333-039-0045)**

There will be no personal fires at camping spots at the NW 420 Fest.

Total Space Calculations:

Total area suitable for camping = 40 acres

Maximum attendance=1500

Minimum space per person= over 1000 sq.ft.

**See attachments for Fire Protection and Prevention with Letter of Intent.**

The application does not meet the minimum standards since there is no fire protection plan nor a written statement from the local fire protection agencies with jurisdiction that the fire protection plan complies with all state and local laws, ordinances and regulations, or that it is satisfactory with respect to the anticipated number of participants and general location.

***Oregon Administrative Rule 333-039-0050 - Security Personnel***

- (1) The organizer shall maintain an accurate count of persons attending the outdoor mass gathering and shall provide adequate security arrangements to limit further admissions to the outdoor mass gathering when the anticipated number of persons have been admitted.*
- (2) The organizer shall secure a written statement from the chief law enforcement officer of the county in which the outdoor mass gathering is to take place that arrangements for security and the orderly flow of traffic to and from the outdoor mass gathering complies with state and local laws, ordinances, and regulations, and is satisfactory with respect to anticipated crowds and location of the outdoor mass gathering.*

**FINDING:** The applicant proposed a security plan that includes internal peer event security staff supplemented by Best Defense Training, who provided a will serve letter for the event. The applicant planned for a minimum of 1 internal security staff for every 85 participants at all times. In its written statement, the Wasco County Sheriff indicated that the ratio was acceptable, but that the traffic control plan and security plan required a number of corrections. At the time of the event, staff did not have a satisfactory written statement from local law enforcement.

***Oregon Administrative Rule 333-039-0055 - Traffic***

- (1) The organizer shall provide easily accessible roads of all-weather construction at the outdoor mass gathering site.*
- (2) All roads shall be graded so as to be self-draining and shall be maintained in such condition that emergency and other required vehicles can move upon them unencumbered and can carry out their functions at all times.*
- (3) An ungraveled dirt road shall not be considered as being an all-weather road.*
- (4) No road or portion of any road constructed shall exceed a maximum grade of 12 percent.*

**FINDING:** The application was provided to the Oregon Department of Transportation as the event had direct access onto Highway 197. ODOT was nearing completion of the permit at the time of the event, but local officials had no authority to sign the permit due to outstanding issues in the approval process (not a permitted event) and a lack of concurrence from the Office of the Sheriff.

- (5) *The organizer shall acquire approval from the local agency having jurisdiction for fire safety that the minimum width of all roads complies with state and local laws, ordinances, and regulations, and is satisfactory with respect to anticipated crowds and locations of the outdoor mass gatherings.*

There is no immediate local fire district or agency for the area, so staff sent the application to the Oregon Department of Forestry and State Fire Marshall for comment and approval. To date no approval has been provided.

- (6) *The organizer shall provide and designate a suitable area at the outdoor mass gathering for parking of motor vehicles:*
- (a) *The total area provided for motor vehicle parking shall be based on the following ratio: 300 square feet for every four persons anticipated;*
- (b) *Each motor vehicle parking space shall have a minimum width of ten feet and a minimum length of twenty feet and shall be clearly marked with lime;*
- (c) *The motor vehicle parking spaces shall be arranged to eliminate blockage of parked vehicles and allow vehicles free access to exits at all times.*

**FINDING:** The event will host a maximum of 1,500 people, including staff and volunteers. The applicant has provided information to demonstrate sufficient parking exists on the subject property. To ensure compliance, staff recommends **conditions** that (1) each vehicle parking space shall have a minimum width of 10 feet and minimum length of 20 feet, (2) parking areas shall be clearly marked, and (3) parking shall be arranged to provide clear access to exits at all time.



**Parking and Traffic Plan Provided By Applicant**

## **NOTICE OF PUBLIC HEARING** **WASCO COUNTY BOARD OF COMMISSIONERS**

**HEARING DATE & LOCATION INFORMATION:** NOTICE IS HEREBY GIVEN that the WASCO COUNTY BOARD OF COMMISSIONERS will conduct a public hearing on Wednesday, June 21st, 2017, beginning at 9:30 AM in the Wasco County Courthouse located at 511 Washington Street, The Dalles, OR 97058. The meeting facility is handicapped accessible, and language interpreters are available with one week notice. Please call (541) 506-2560 if you need special accommodations to attend the meeting.

**HEARING DETAILS:** File# PLAOMG-17-04-0002, a request by Northwest 420 Fest and Energy Falls, LLC for an Outdoor Mass Gathering entitled Northwest 420 Fest. The event is proposed to be a music and cannabis friendly festival of up to 1,500 people that would occur April 20th through April 23rd, 2017 on the Filbin Rodeo Grounds at the Junction of Highway 197 and Tygh Ridge Market Road. The subject tract is approximately 533 acres located in the A-1 Exclusive Farm Zone. More specifically described as: 3S 13E 0 201, Acct# 16336; 3S 13E 0 200, Acct# 9767.

**REVIEW AUTHORITY:** Oregon Revised Statute (ORS) 433.750.

**REVIEW CRITERIA:** Wasco County Land Use & Development Ordinance (WC LUDO) Section 3.210.B.13; Oregon Revised Statute (ORS) 433.735-770.

**QUESTIONS/COMMENTS:** Should be submitted in writing to the Wasco County Planning Department, 2705 East Second St., The Dalles, Oregon 97058, or in person at the hearing. Testimony and evidence must be directed toward the listed review criteria or other criteria in the plan or land use regulation which the person believes to apply to that decision. Questions and comments should be directed to: Dustin Nilsen, Senior Planner, at (541) 506-2560 or [dustinn@co.wasco.or.us](mailto:dustinn@co.wasco.or.us).

**AVAILABILITY OF INFORMATION:** Any staff report used at the hearing shall be available for inspection at no cost at least seven (7) days prior to the hearing. If additional documents or evidence are provided by any party, the local government may allow a continuance or leave the record open to allow the parties a reasonable opportunity to respond. Copies of the application(s) and all documents and evidence relied upon by the applicant(s), all applicable criteria, and any staff reports are available for inspection at no cost and will be provided at reasonable cost at 2705 East Second Street, The Dalles, OR 97058.

Documents available online at:

[http://www.co.wasco.or.us/departments/planning/active\\_landuse\\_applications.php](http://www.co.wasco.or.us/departments/planning/active_landuse_applications.php).

**PUBLICATION DATE: THURSDAY, JUNE 6<sup>th</sup>, 2017**



PLANNING DEPARTMENT

2705 East Second Street • The Dalles, OR 97058  
p: [541] 506-2560 • f: [541] 506-2561 • [www.co.wasco.or.us](http://www.co.wasco.or.us)

*Pioneering pathways to prosperity.*

April 19, 2017

Mike and Katherine Filbin  
61906 Dufur Gap Road  
Dufur, OR 97021

Roman Fey  
Energy Falls, LLC  
212 Terminal Ave.  
The Dalles, OR 97058 (also sent to email address: [roman5@northwest420fest.com](mailto:roman5@northwest420fest.com))

Subject: Application status of April 20, 2017 Outdoor Mass Gathering – 420 Fest and possible violation

Mr. and Mrs. Filbin and Mr. Fey:

This letter is to provide you with the status of your Outdoor Mass Gathering application, proposed in your materials and advertised to the public online<sup>1</sup> for April 20, 2017 on your property located at 61906 Dufur Gap Road in Dufur, Oregon (Wasco County Parcels 3S 13E 0 201 and 3S 13E 0 200).

Our email records indicate that Mr. Fey has been in regular contact with our staff since November of 2016 to discuss the application process, information needs, and coordination requirements for an Outdoor Mass Gathering in Wasco County. Your application was first provided to our office March 3, 2017 and only just became complete on April 4, 2017 when the landowner's signature was provided.

Staff provided written notice by email in January and March expressing concerns about the timeline of the application, the ability to process the application and host a public hearing with the Board of County Commissioners for a final decision - before the proposed event date of April 20, 2017. To prevent a violation, staff advised you to select a new date or withdraw the application to reflect the fact the required procedures could not be accomplished. You acknowledged this guidance with a response that you would like to continue with the original application and April 20, 2017 event date.

At this time, your application has not been reviewed for compliance with ORS 433.735 as required by state law and Wasco County Land Use and Development Ordinance Section 3.212(M) Commercial Uses allowed on lands zoned Exclusive Farm Use. Your application and website materials indicate that you are selling tickets for a music festival with more than 30 bands and DJs, art-music-industry education, camping, cannabis business booths, food, glass blowers, and games.

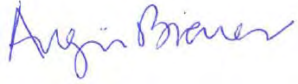
**I am writing to inform you that you are proceeding with an unpermitted commercial event as a willful violator of the Wasco County Land Use and Development Ordinance, state statute and state administrative rules that apply to all Outdoor Mass Gatherings in Wasco County – including those of less than 3,000 persons.**

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<sup>1</sup> <https://sites.google.com/view/northwest420fest/home>

If your event proceeds, Wasco County will enforce code compliance procedures, likely resulting in a hearing before the Board of County Commissioners and assessment of fines or other penalties. Please note that the landowner is responsible for addressing the violation and will be held responsible for the resulting penalties.

Sincerely,

A handwritten signature in blue ink that reads "Angie Brewer". The signature is written in a cursive, flowing style.

Angie Brewer, AICP  
Planning Director



**Wasco County Planning Department**  
 "Service, Sustainability & Solutions"  
 2705 East Second St. • The Dalles, OR 97058  
 (541) 506-2560 • wcpplanning@co.wasco.or.us  
 www.co.wasco.or.us/planning

## OUTDOOR MASS GATHERING

PLAOMG - 17-04-0002

FEE: 2500

Date Received: 3/3/17 (OWNERS SIGNATURE) Planner Initials: DN Date Complete: \_\_\_\_\_ Planner Initials: \_\_\_\_\_

### APPLICANT/ORGANIZER CONTACT: ROMAN FEY

Name: Energy Falls, LLC Name of Organization: Energy Falls, LLC

Mailing Address: 212 Terminal Ave. NORTHWEST 420 FEST

City: The Dalles State: Ore. Zip: 97058

Email: ROMAN5@Northwest420Fest.com Phone: 541-806-6606

### PROPERTY INFORMATION:

Township   Range   Section   Tax Lot(s)	Tax ID	Acres	Owner
<u>35 13 E 0 201</u>	<u>16336</u>	<u>21.61</u>	<u>Filbin, Mike</u>
<u>35 13 E 0 200</u>	<u>9767</u>	<u>511.57</u>	<u>" "</u>

Property Address/Location: 61906 DuFor GAP RD, DuFor OR 97021

### DESCRIPTION OF THE EVENT: (Indicate what will happen and when; attach additional sheets if necessary)

2017 Music Festival Campout.

(see attached narrative for full detail)

☐ Additional pages/maps/pictures attached

### EVENT DETAILS:

Estimated Attendance: \_\_\_\_\_ Dates and Times of Event: 4/20 (10:00 AM) - 4/23 (10:00 AM)

First Day of Set-Up: 4/10/2017 Last Day of Tear-Down: 4/30/2017

On-Site Contact: Roman Fey 24 HR Phone #: 541-806-6606

Will sound amplification be used? ☒ YES ☐ NO If YES, explain: Mt. Hood Music

will provide the P.A. system and sound engineers as see fit.

Will alcohol be available during the event? ☐ YES ☒ NO If YES, explain (attach OLCC Permit): \_\_\_\_\_

### SITE PLAN

A general site plan is required and MUST show the types, numbers and locations of the following:

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Existing Structures            | <input type="checkbox"/> Proposed Temporary Structures     | <input type="checkbox"/> Streams/Bodies of Water |
| <input type="checkbox"/> Water Supply                   | <input type="checkbox"/> Toilets & Washing Facilities      | <input type="checkbox"/> Solid Waste Collection  |
| <input type="checkbox"/> Food Prep & Service Facilities | <input type="checkbox"/> Parking, Ingress & Egress Surface | <input type="checkbox"/> Surrounding Vegetation  |
| <input type="checkbox"/> Camping Areas                  | <input type="checkbox"/> First Aid/Medical Standby         | <input type="checkbox"/> Other: _____            |



**THE APPLICANT/PROPERTY OWNER SHALL CERTIFY THAT:**

1. If the application is granted, Applicant will exercise the rights granted in accordance with the terms and subject to all the conditions and limitations of the approval.
2. Applicant will comply with all health and safety rules governing outdoor mass gatherings as adopted by the Oregon Department of Human Services and implemented through Wasco County's Land Use and Development Ordinance (LUDO) and other applicable regulations.
3. Applicant declares under penalties of false swearing (ORS 162.075 and 162.085) that all the above information and statements, site plan, attachments and exhibits transmitted herewith are true; and the applicants so acknowledge that any permit issued on the basis of this application may be revoked if it is found that any such statements are false.
4. Applicant and Property Owner hereby grant permission for and consent to Wasco County, its officers, agents and employees, as well as public health and fire control officers to come upon the above-described property to gather information and inspect the property whenever it is reasonably necessary for the purpose of processing this application and/or monitoring the terms and conditions of the permit issued and any other applicable laws or ordinances.
5. Applicant and Property Owner have read the entire contents of the application, including the procedures and criteria, and understand the requirements for approving or denying the application.

**SIGNATURE OF APPLICANT AND EACH OWNER OF THE SUBJECT PROPERTY**

Applicant/Organizer Signature:  Date: 3/1/17

Printed Name: Roman Fay Organization: Northwest 400 Feet

Owner Signature:  Date: 3-20-17

Printed Name: Jennifer Filbin

Owner Signature:  Date: 3/20/17

Printed Name: Katherine E. Filbin

Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_





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**SHADED AREA TO BE COMPLETED BY PLANNING DEPARTMENT**

**Legal Parcel**

☐ NO ☐ YES

Deed/Land Use Action: \_\_\_\_\_

**Previous Map and Tax Lot:** \_\_\_\_\_

**Past Land Use Actions:** If yes, list file #(s) \_\_\_\_\_

☐ NO ☐ YES

Still subject to previous conditions?

☐ NO ☐ YES

**Zoning:** \_\_\_\_\_

**Environmental Protection Districts – List applicable EPDs:**

- ☐ EPD # \_\_\_\_\_
- ☐ EPD # \_\_\_\_\_
- ☐ EPD # \_\_\_\_\_
- ☐ EPD # \_\_\_\_\_

**Water Resources**

Are there bodies of water on property or adjacent properties?

☐ NO ☐ YES

List: \_\_\_\_\_

- ☐ Fish bearing (100 ft buffer) ☐ Non fish bearing (50 ft) ☐ Not identified (25 ft)
- ☐ Irrigation ditch (50 ft buffer)

**Access:**

Property has a legal access from: \_\_\_\_\_

County or ODOT approach permit is required?

☐ NO ☐ YES

**Address:**

Address exists and has been verified to be correct?

☐ NO ☐ YES

Address needs to be assigned after approval?

☐ NO ☐ YES

**Pre-Application Conference Date & Time:** \_\_\_\_\_

2/10/17

Dustin:

Northwest 420 Fest and Energy Falls LLC submit this Outdoor Mass Gathering Application for the Northwest 420 Fest 2017 Music Festival, scheduled for April 20- 22, 2017. Please find enclosed the following materials:

1. Completed Application Form
2. Check for Application Fee
3. Filbin Grounds Property Deed
4. Narrative for OMG Application, including attachments:
  - a. Attachment A: Bishop Sanitation Letter of Intent
  - b. Attachment B: Tygh Valley Water Letter of Intent
  - c. Attachment C: Adventure Medical Service Letter of Intent
  - d. Attachment D: Life Flight Network Letter of Intent
  - e. Attachment E: Best Defence Training Security Letter of Intent
  - f. Attachment F: NW 420 Fest Site Plan
  - g. Attachment G: NW 420 Fest Evacuation Plan
  - h. Attachment H: NW 420 Fest Traffic Control Plan
  - i. Attachment J: Affected Tax Lots

Please do not hesitate to reach out at any time with questions. I look forward to being in touch soon to confirm the scheduled Public Hearing date and time at your earliest convenience.

Thank you,

Roman Fey  
Event Director, Northwest 420 Fest

# **Northwest 420 Fest Outdoor Mass Gathering Narrative**

Dates: April 20 - April 22, 2017

Location: Filbin Grounds, Rodeo grounds at junction Hwy-197 and Tygh Ridge Market Rd.

**Water Supply (OAR 333-039-0015)**

**Drainage (OAR 333-039-0020)**

**Sewerage Facilities (OAR 333-039-0025)**

**Refuse Storage & Disposal (OAR 333-039-0025)**

**Food & Sanitary Food Service (OAR 333-039-0035)**

**Emergency Medical Facilities (OAR 333-039-0040)**

**Fire Protection and Prevention (OAR 333-039-0045)**

**Security Personnel (333-039-0050)**

**Attachment A: Bishop Services Letter of Intent**

**Attachment B: Tygh Valley Water Letter of Intent**

**Attachment C: Adventure Medical Service (AMS) Letter of Intent**

**Attachment D: Life Light Network Letter of Intent**

**Attachment E: Best Defence Training Security Letter of Intent**

**Attachment F: NW 420 Fest Site Plan**

**Attachment G: NW 420 Fest Evacuation Plan**

**Attachment H: NW 420 Fest Traffic Control Plan**

**Attachment I: NW 420 Fest Affected Tax Lots**

NW 420 Fest provides the following information to demonstrate that NW 420 Fest will satisfy all applicable health and safety regulations governing outdoor mass gatherings (OMG).

#### **Water Supply (OAR 333-039-0015)**

I.

##### **(1) Required Amounts:**

##### **(a) A minimum of 12 gallons per person per day shall be available for the festival**

The requested 2017 maximum capacity 1500 people in total, over the course of the event. NW 420 Fest has contracted with Tygh Valley Water to provide access as needed to a 200,000+ gallons stored within reasonable distance from the event site (within 5 miles). NW 420 Fest has also contracted with Bishop Services to provide ~15 20- gallon hand washing stations to be serviced daily, and additional ~300 gallons onsite. NW 420 Fest requires that all drinking water has been subject to testing and meets certain substance concentrations. NW 420 Fest, working with Tygh Valley Water District, will ensure that Drinking Water Hauling Guidelines designated by Oregon Health Services are followed. **See attachment A, Bishop Letter of Intent, and Attachment B, Tygh Valley Water Letter of Intent.**

#### **Drainage (OAR 333-039-0020)**

Drainage at the Filbin grounds property has been previously inspected by North Central Health District and deemed to have proper drainage. It has also been deemed adequate and proper erosion control on site, as the area is used for cattle, and for many rodeos in the past. NW 420 Fest will leave the Filbin Grounds land better than we found it.

All dumping of anything (greywater, waste, of human waste on the property or anywhere around the property is strictly prohibited, and anyone found breaking this rule will be removed and banned from the event.

#### **Sewerage Facilities (OAR 333-039-0025)**

The only sections of this rule that apply to the Festival are subparts (3) and (4). NW 420 Fest is contracted with Bishop Sanitation for onsite sanitary facilities (e.g., portable toilets and handwashing stations); therefore, 333-039-025(1) and (2) do not apply.

##### **(3) Number and Location of Toilets and Privies**

NW 420 Fest has designated areas in accordance with crowd concentration in each area of the festival site. Based on a 1500 person maximum capacity, NW 420 Fest will provide approximately one toilet per 50 people with 1 hand-washing on each toilet bank, which exceeds the 7 toilets per 800 people (or one toilet per 114 people) required by code Subpart B, Section (a). 40 or more portable toilets with hand sanitizer in each unit will be set up in banks, and 1

portable 20 gallon hand-washing station will be provided per bank. An appropriate amount of units will be ADA-compliant, including one toilet stationed next to the Medical tent at the entry gate area. Each portable toilet and handwashing station will be pumped at least once per day. All vendors are responsible for removal of their own grey water.

### **Refuse Storage & Disposal (OAR 333-039-0030)**

This rule imposes 3 requirements for storing and disposing of refuse and solid waste:

- (1) All refuse and solid waste shall be stored in fly-tight containers constructed of impervious material.**
- (2) Containers for refuse and solid waste storage shall be provided at a minimum ratio of one 30 gallon container for each 16 persons or fraction thereof anticipated or one cubic yard of container capacity for each 125 persons or fraction thereof anticipated.**
- (3) All refuse and solid waste shall be removed from storage containers at least once every 24 hours and transported and disposed of in a manner which is authorized and complies with state and local laws, ordinance and regulations.**

All guests will be asked to clean up after themselves and their camping area. NW 420 Fest will also provide 50 staff for clean up before and after the event.

### **Food & Sanitary Food Service (OAR 333-039-0035)**

NW 420 Fest will send all food vendors information to Wasco County Health Dept. for permitting, and all food vendors are responsible for passing all requirements put forth by the County and State. NW 420 Fest will not be vending any food items at the festival.

### **Emergency Medical Facilities (OAR 333-039-0035)**

NW 420 Fest will utilize the professional services contracted by Adventure Medical Services (AMS) for medical/crisis coverage during the event. These services will be available via a centrally located and clearly marked medical tent provided by Crackerjack. Crackerjack staff will be on duty at all times during the event, augmented by volunteer medical staff whose primary purpose is to roam the event site to provide proactive response to real or impending medical issues. NW 420 Fest contract with Crackerjack will satisfy all of the requirements set forth in OAR 333-039-0040(1)-(5). **See attachment for Crackerjack First Response Specialists Letter of Intent, which provides additional detail.**

**Section (6) Cell communication shall be provided to summon aid or notify the nearest hospital, law enforcement, or fire protection agency, as required.**

**Section (7) Ambulances shall be provided at the outdoor mass gathering for emergency evacuation of sick and injured persons at a ratio of one ambulance for each 10,000 persons anticipated or fraction thereof.**

Crackerbox and NW 420 Fest will coordinate with Life Light Network to provide air ambulance services. We will use the landing zone located at Tygh Valley Community Center at 57594 Tygh Valley Rd, 97063. The coordinates will be provided to Life Flight in advance of the event. **See attachment for Life Flight Network Letter of Intent.**

Basic life support transport services will be provided by local ambulance service providers.

Local 911 emergency responders involved in this plan include but are not limited to:

- South Wasco County Ambulance
- Tygh Valley Fire
- Wamic Fire
- Maupin Ambulance
- Dufur Ambulance
- Dufur Fire

#### **Fire Protection and Prevention (OAR 333-039-0045)**

There will be no personal fires at camping spots at the NW 420 Fest.

Total Space Calculations:

Total area suitable for camping = 40 acres

Maximum attendance=1500

Minimum space per person= over 1000 sq.ft.

**See attachments for Fire Protection and Prevention with Letter of Intent.**

#### **Security Personnel (OAR 333-039-0050)**

NW 420 Fest have contracted Best Defense Training,LLC, (BDT), to handle the Security needs of the festival. (see letter of intent attachment.)

- (1) The organizer shall maintain an accurate count of persons attending the outdoor mass gathering and shall provide adequate security arrangements to limit further admissions to the outdoor mass gathering when the anticipated number of persons have been admitted.

NW 420 Fest maintains a staff of internally trained peer-security resources, along with BDT, all whom are equipped with radios to call for assistance if needed. Peer-security staff work in greater numbers during peak event hours, but have a minimum number on shift at all times:

- Peer (Internal) Event Security: -Specialized internal agency trained in conflict resolution, event resource education, law enforcement interactions, and chemically or mentally altered crisis care.

- Peer (Internal) Event Security, "Gate & Parking": . Specialized internal agency trained in event admission security, ID checks and tickets, vehicle inspections (for contraband) and trespassing escalation (to event management, BDT, and Law Enforcement when needed).
- Peer (Internal) Event Security, "Medical": . Volunteer medical staff who patrol the event site to assist contract Medical Services, trained in conflict resolution, and experienced in dealing with people in crisis.
- Peer (Internal) Event Security, "Event Management": . Event groups.
- Unarmed BDT Security Staff- Including 1 BDT Security Supervisor who is the primary contact for local law enforcement.

**TOTAL CURRENT INTERNAL SECURITY RATIO: 1:40 and 1:85 at all times.**

NW 420 Fest will have at least on (1) BDT Certified Security Supervisor on shift at all times, as a point of contact for Law Enforcement who can be reached 24 hours per day during the entire event. In the event that a Law Enforcement response is needed, NW 420 Fest event management and the BDT Security Supervisor will meet law enforcement at the central Medical / Operations HQ.

**See attachment for Security Letter of Intent from BDT (Best Defense Training).**

**(2) The organizer shall secure written statement from the chief law enforcement officer of the county in which the outdoor mass gathering is to take place that arrangements for security and the orderly flow of traffic to and from the outdoor mass gathering complies with state and local laws, ordinances, and regulations, and is satisfactory with respect to anticipated crowds and location of the outdoor mass gathering.**

#### **Traffic (OAR 333-039-0055)**

This rule requires that NW 420 Fest satisfy all County, ODOT and State requirements. NW 420 Fest will encourage guest to use US-197, from both directions, and NW 420 Fest has make arrangements with ODOT to have signage along US-197, when needed. (see attached detailed plan with other Traffic attachments).

Section (1), (2), (3), (4), and (5), NW 420 Fest has prepared a Traffic Control Plan demonstrating vehicle ingress and egress before, during and after the event.

Section (6), NW 420 Fest is required to provide a total of 150,000 square feet for parking to accommodate a maximum capacity of 1500 people (approx 4 acre +).

From US-197, the event site private road entrance is directly off of US-197 (see attached pictures).

## WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That Charles E. Filbin and Gwenith M. Filbin, husband and wife

hereinafter called the grantor, for the consideration hereinafter stated, to grantor and by Michael S. Filbin and Katherine E. Filbin, husband and wife, hereinafter called the grantee, does hereby grant, bargain, sell and convey unto the said grantee and grantee's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of Wasco and State of Oregon, described as follows, to-wit:

**PARCEL I:** Part of the SE $\frac{1}{4}$ NE $\frac{1}{4}$  of said Section described as follows: Beginning at the one-quarter corner between Sections 35 and 36 in said Township and Range; thence North along Section line 393.5 feet; thence South 66 degrees 19' West 611.0 feet; thence South 19 degrees 39' West 168.0 feet; thence East 610.5 feet to point of beginning. All in Section 35, Township 2 South, Range 13 East of the Willamette Meridian, Wasco County, Oregon.

**PARCEL II:** S $\frac{1}{2}$ , EXCEPTING THEREFROM the following described tract: Beginning at a point on the center line of the Tygh Ridge Market Road, said point being 3,696 feet North and 1,066 feet East (Continued on Reverse Side)

IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE.

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever. And said grantor hereby covenants to and with said grantee and grantee's heirs, successors and assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances EXCEPT those as stated on reverse side

and that grantor will warrant and forever defend the said premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 240,000.00

However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration (indicate which). (The sentence between the symbols "", if not applicable, should be deleted. See ORS 93.030.)

In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this 25 day of November, 1989; if a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of directors.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES

Charles E. Filbin  
Gwenith M. Filbin

STATE OF OREGON,

STATE OF OREGON, County of

ss.

County of Wasco

November 26, 1989.

Personally appeared

and

Personally appeared the above named  
Charles E. Filbin and  
Gwenith M. Filbin

who, being duly sworn,  
each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of

and acknowledged the foregoing instru-

ment to be their

and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

(OFFICIAL SEAL)

(OFFICIAL SEAL)

Notary Public for Oregon

Notary Public for Oregon

My commission expires

My commission expires

(If executed by a corporation, affix corporate seal)

GRANTOR'S NAME AND ADDRESS

GRANTEE'S NAME AND ADDRESS

After recording return to:

Michael Filbin  
Rt. 1 Box 174  
Maupin, OR 97037

Until a change is requested all tax statements shall be sent to the following same as above

Microfilm No

893530

FILED WASCO CO. THE DALLES, OR.

NOV 28 10 25

KAREN R. LEBRON

STATE OF OREGON, County of Wasco,

I certify that this document was prepared and recorded in the

DEED

Karen R. Lebron, County Clerk

by Deputy

Return to

893530(2)



of the West Quarter corner of Section 2, Township 3 South, Range 13 East of the Willamette Meridian, Wasco County, Oregon; thence North 71 degrees 04' East 249.6 feet; thence North 87 degrees 49' 30" East 688.4 feet; thence South 21 degrees 12' East 1,138.9 feet; thence West 731.6 feet to the Center line of said Tygh Ridge Market Road; thence Northwest along said Center line to the point of beginning. ALSO EXCEPTING THEREFROM that part conveyed to the State of Oregon, by deed recorded October 10, 1969 as MF No. 69-1863, Microfilm Records for Wasco County, Oregon. All in Section 35, Township 2 South, Range 13 East of the Willamette Meridian, Wasco County, Oregon.

PARCEL I: Part of the S $\frac{1}{4}$ NW $\frac{1}{4}$  of said Section described as follows: Beginning at the one-quarter corner between Sections 35 and 36 in said Township and Range, thence East 1635 feet; thence North 34 degrees 16' West 432 feet; thence North 60 degrees 14' West 410 feet; thence North 66 degrees 46' West 380 feet; thence South 64 degrees 36' West 772 feet to Section line; thence South along Section line 393.5 feet to the point of beginning. All in Section 36, Township 2 South, Range 13 East of the Willamette Meridian, Wasco County, Oregon.

PARCEL II: SW $\frac{1}{4}$ . All in Section 36, Township 2 South, Range 13 East of the Willamette Meridian, Wasco County, Oregon.

Section 1: NW $\frac{1}{4}$ . All in Township 3 South, Range 13 East of the Willamette Meridian, Wasco County, Oregon.

Section 2: N $\frac{1}{2}$  and N $\frac{1}{2}$ SE $\frac{1}{4}$ . All in Township 3 South, Range 13 East of the Willamette Meridian, Wasco County, Oregon.

SUBJECT TO:

1. Rights of the public in and to that portion of the herein described property lying within the boundaries of roads and highways.
2. Easement, including the terms and provisions thereof, for telephone line and anchors granted to Pacific Telephone and Telegraph Company by instrument recorded October 29, 1929 in Book 81, Page 424, Deed Records for Wasco County, Oregon.
3. Easement, including the terms and provisions thereof, for transmission and distribution of electricity granted to Pacific Power & Light Company, by instrument recorded May 23, 1949, in Volume 116, Page 282, Deed Records for Wasco County, Oregon.
4. All existing, future or potential common law or statutory abutter's easements of access between the right of way of the relocated The Dalles-California Highway and the herein described property, were bargained, sold, conveyed and relinquished to the State of Oregon, by and through its State Highway Commission, by deed recorded as MF No. 69-1863, Microfilm Records for Wasco County, Oregon.
5. Easement for a haul road, including the terms and provisions thereof, granted to the State of Oregon by instrument recorded December 12, 1969, as MF No. 69-2154, Microfilm Records for Wasco County, Oregon.
6. Reservation of an easement for a haul road by the State of Oregon in instrument recorded December 31, 1969 as MF No. 69-2232, Microfilm Records for Wasco County, Oregon.
7. Memorandum of Oil and Gas Lease, Michael S. Filbin, lessor, and Union Oil Company of California, lessee, recorded March 21, 1988, Wasco County, Oregon, Micro Film No. 88-0667.

Sellers:

Charles E. & Gwenith M. Filbin  
307 Main St.  
Dufur, OR 97021

Buyers:

Michael S. & Katherine Filbin  
61906 Dufur Gap Road  
Dufur, OR 97021

After recording, return to:

Gwenith M. Filbin  
P.O. Box 307  
Dufur, OR 97021

Until requested otherwise, send all tax  
statements to:

Michael S. & Katherine Filbin  
61906 Dufur Gap Road  
Dufur, OR 97021

AMENDMENT, CORRECTION OF CONTRACT TERMS

This Amendment and Correction to the Contract described below is made and entered into by the parties hereto this 17<sup>th</sup> day of March, 1998.

In further consideration of the terms and conditions of that certain Real Estate Contract by and between: MICHAEL S. FILBIN and KATHERINE FILBIN, Buyers and CHARLES E. FILBIN and GWENITH M. FILBIN, Sellers, dated December 14, 1997, recorded December 29, 1997, as Microfilm No. 975829, Wasco County (Oregon) Deed Records, regarding real property described as:

Township 2 South, Range 13 East of the Willamette Meridian:

Section 28: All

Section 27: The Southwest quarter

Section 34: All except for the North one-third of the Northeast quarter

said Contract being incorporated herein by reference, and for \$10 and other good and valuable consideration, the receipt of which is mutually acknowledged, the parties hereto covenant and agree as follows:

1 - Buyers shall take title as MICHAEL S. FILBIN and KATHERINE FILBIN, as tenants in common, and not as tenants by the entirety.

2 - The legal description as stated in the original Contract was not as intended by the parties, and is hereby corrected to read as follows:

A tract of land in Sections 27, 28, and 34, Township 2 South, Range 13 East, Willamette Meridian, Wasco County, Oregon, being more particularly described as follows: the Southwest quarter of Section 27; the South half of the south half of Section 28; the East half of the Northwest quarter, the South two thirds of the Northeast quarter, the North half of the Southeast quarter, and the

Southeast quarter of the Southeast quarter of Section 34.

SUBJECT TO AND EXCEPTING: the assessment roll and the tax roll disclose that the within described premises were specially assessed as Farm Use Land, and if the land becomes disqualified for the special assessment under the statute, an additional tax, interest and penalties thereon may be levied for the years in which the land was subject to the special land use assessment; all easements of record, easements, if any, not of record, zoning, use and building restrictions and the limitations and restrictions of all comprehensive plans and/or regulatory and/or land use statutes, ordinances, laws, rule and regulations of every kind and nature, any part of the above described real property lying within the boundaries of public roads and highways and reservations in government patents and deeds. Sellers expressly do not warrant or covenant against unknown claims of others not now known to Sellers or which may hereafter arise through the acts or conduct of Buyers or Buyers' agents.

3 - The language "Seller has the first right of refusal in the event the buyer decides to sell," is extended and clarified as follows:

Retention of this real property within the family for farming purposes is a goal shared by Sellers and Buyers. Accordingly, rights of first refusal as set forth herein shall exist during the term of this Contract, and in any Deed to be delivered upon fulfillment of the terms and conditions of this Contract. If Buyers desire to sell or convey any interest in the property to a person or persons **other than Buyers' descendants**, then, in this order, (1) Sellers, or (2) the survivor of them or (3) Sellers' then surviving children or (4) Sellers' then surviving grandchildren shall have the right to meet any offer of purchase which Buyers herein wish to accept. Upon receiving an offer of purchase, Buyers herein shall provide written notice of same to Sellers and their survivors as described herein, who shall have 30 days to execute and tender to Buyers an earnest money agreement for the purchase of the property upon the terms of those offered by the third party offeror, which earnest money agreement shall be signed forthwith by the Buyers herein. Upon the execution of the earnest money agreement, the sale shall be completed within 45 days. In the event Sellers or Sellers' surviving children or grandchildren do not execute the earnest money agreement within 30 days after notice of the third party offer, Buyers herein may proceed with the sale to the third party offeror upon the terms which Sellers or their surviving children or grandchildren elected not to meet. If the proposed sale to the third party offeror is not completed, the right to meet offers, as granted to Sellers by the terms of this paragraph, shall continue as to any future offers of purchase which Buyers herein wish to accept.

Except as expressly modified or supplemented by this Amendment, the parties hereto expressly republish and reconfirm all other terms and conditions of that Contract dated December 14, 1997, recorded December 29, 1997, as Microfilm No. 975829, Wasco County (Oregon) Deed Records.

SELLERS: Charles E. Filbin DATE: April 1<sup>st</sup> March 17, 1998  
Charles E. Filbin

by: Gwenith M. Filbin  
Gwenith M. Filbin, Attorney in Fact

Gwenith M. Filbin  
Gwenith M. Filbin

BUYERS: Michael S. Filbin DATE: April 1<sup>st</sup> March 17, 1998  
Michael S. Filbin  
Katherine Filbin  
Katherine Filbin

State of Oregon     )  
                                  ) ss.  
County of Wasco    )

This instrument was acknowledged before me on the 17<sup>th</sup> day of April, 1998,  
by Michael S. Filbin and Katherine Filbin.

Keith A. Mosley  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_

State of Oregon     )  
                                  ) ss.  
County of Wasco    )

On this 17<sup>th</sup> day of April, 1998, before me personally appeared Gwenith M. Filbin, personally known to me to be the person whose name is subscribed to the within Amendment of Contract Terms, who acknowledged for herself individually, and as the attorney in fact of Charles E. Filbin, and acknowledged that she subscribed the name of Charles E. Filbin thereto as principal, and her own name as attorney in fact.

Keith A. Mosley  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_



**THE DALLES DISPOSAL**

**1317 W 1<sup>ST</sup> STREET-THE DALLES, OR 97058**

**541-298-5149**

We will be able to provide storage containers and hauling services that will meet or exceed the requirements for your festival. Below is a current estimate of needs for 2017:

30 yard for waste

30 yard for recycling

If this looks good, please let me know the dates you will need for these services. As the time gets closer, we can discuss pricing.

Thank You!

Kristen Neal



## **Bishop Services, Inc.**

### **Contract & Compliance Office**

*221 W. Main (P.O. Box 11)  
Goldendale, WA 98620*

24hr. 800.443.3473

Office: 509.773.4707

Fax: 509.773.5752

Website: [bishopsanitation.com](http://bishopsanitation.com)

January 25, 2017

Northwest 420 Fest Organizers  
Filbin Grounds – Friend, Oregon  
[roman5@northwest420fest.com](mailto:roman5@northwest420fest.com)

Att: Roman Fey

RE: Northwest 420 Fest - 2017

Bishop Sanitation, Inc. intends to provide equipment and event support services for Northwest 420 Fest - 2017 upon entering into a contractual agreement.

Bishop will meet the event requirements by providing at least (27) standard portable toilet units, (3) ADA compliant portable toilet units, and (15) portable hand wash stations to service the anticipated 1500-2000 attendees, April 20-22, 2017.

We look forward to partnering with your organization. If you have any questions or comments, please contact Carrie House or myself at (509) 773-4707.

Sincerely,

Lisa Cunningham  
Director of Business Development  
[lisa@bishopholdings.biz](mailto:lisa@bishopholdings.biz)  
for Carrie House  
Director of Contracts & Compliance  
[clysh@bishopservices.com](mailto:clysh@bishopservices.com)

# WATER

JERRY TRIPP <tvguytripp@hughes.net>

Wed 2/22/2017 11:05 AM

To: Roman Fey <roman5@northwest420fest.com>;

Roman Fey  
Event coord.  
Northwest 420 fest

Your request for having 18,000GALS of water a day available from the 20<sup>th</sup> thru the 22<sup>nd</sup> of April 2017 for your event is approved and will be available to you as needed.

There is a \$5.00 per 1000gal for water used.

Looking forward to supporting event.

Gerald Tripp  
DIR.  
TyghValley water Dist.  
tvguytripp@hughes.net





**EXPERIENCED...PROFESSIONAL...RELIABLE**

To whom it may concern,

This is a letter stating our intent to provide medical services to Energy Falls LLC during the Northwest 420 Fest to take place on April 20<sup>th</sup>- 22<sup>nd</sup>.

Our services will be mobilized dependent on number of attendees starting with an advanced life support Paramedic to a mobile medical tent with two providers and a rescue vehicle.

1<sup>st</sup> stage: Minimum one Paramedic on duty at all times with the following equipment:

- Full medical bag to include Advanced Life Support medications similar to what is found on an ALS ambulance
- Full Trauma kit to include backboards and spinal precautions
- Festival over the counter kit including commonly used medications and materials needed by attendees.
- AED or Patient monitor with Cardioversion, pacing, and defibrillating capabilities

2<sup>nd</sup> stage: Mobile Medical Tent to include the following:

- Everything included in 1<sup>st</sup> stage
- Two patient cots in a heated tent
- Wound care station
- Radio communication for calling in medevacs and communicating with local emergency resources. SAT phone included if needed for minimal cell coverage.
- One extra EMT to be on duty at all times with Paramedic lead.

3<sup>rd</sup> stage: Mobile Medical Tent with Rescue Vehicle to include the following:

- Everything included in above stages
- Customized "event ambulances" for patient transport utilizing either a side by side, ATV, or electric cart. All vehicles have been approved to carry patients and include all materials found on an ALS ambulance.
- Decal's identify vehicle as rescue vehicle including lights and sirens





**Estimate**

# Best Defense Training, LLC

For: Northwest 420 Fest

Estimate No: 1  
Date: January 31, 2017

Description	Quantity	Rate	CC	Amount
Security Services April 20 - Security Officers April 21 - Security Officers April 22 - Security Officers April 23 - Security Officers Estimate to show intent to provide Security Services for Northwest 420 Fest April 20-23 at the Wasco County Fairgrounds.	1	\$0.00	3.00%	\$0.00

Price will be established when times are established.

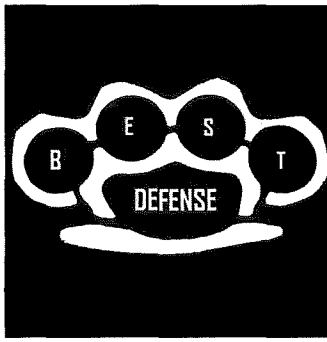
**Total**

**\$0.00**

1 - 40  
1 - 85  
↓

# ESTIMATE

## Best Defense Training L



1767 12th St #154  
Hood River, OR 97031

(541) 645-5528  
bestdefensetraining@yahoo.com

**Bill To** Northwest 420 Fest

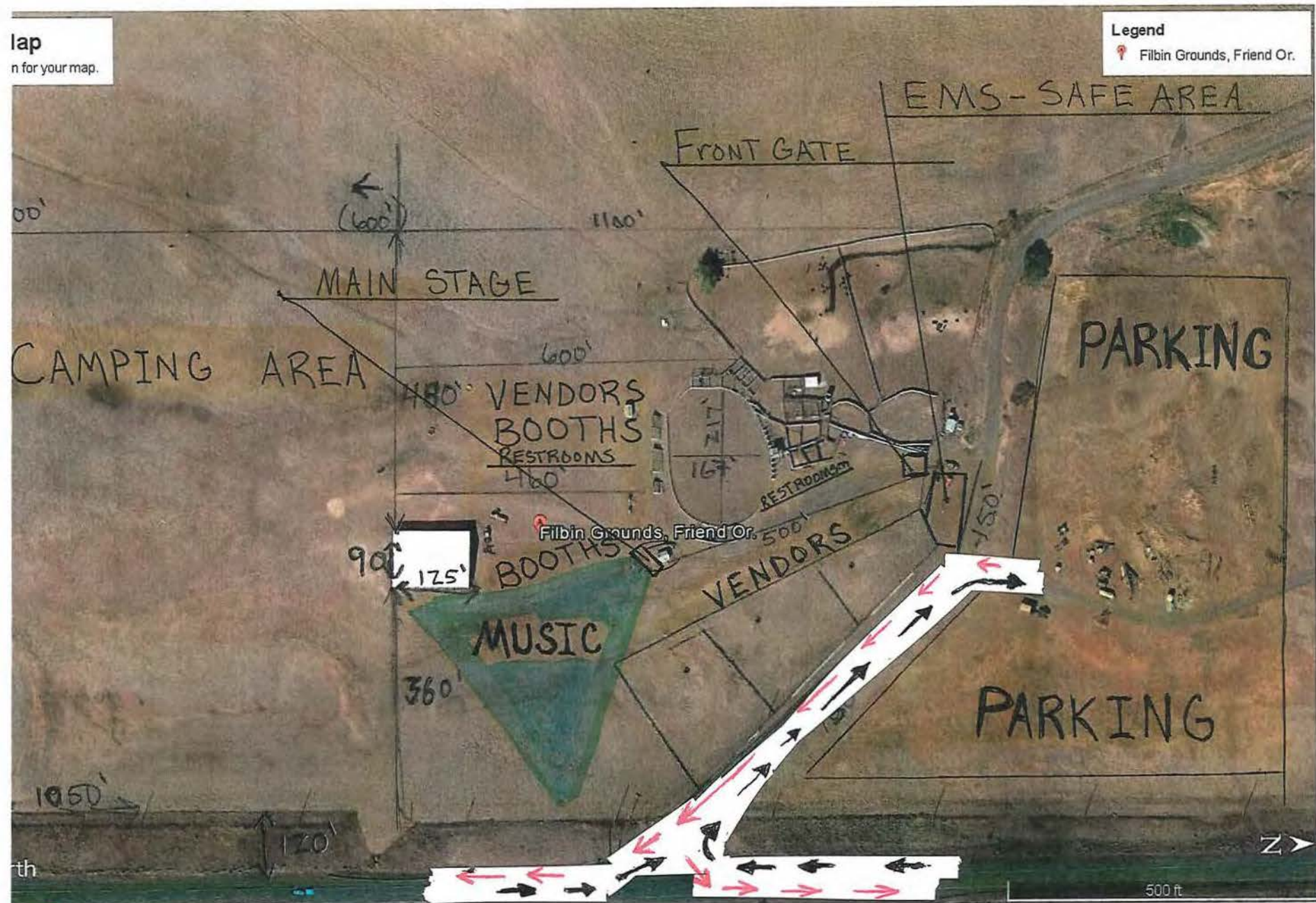
**Estimate No.** 1  
**Date** Feb 23, 2017

Description	Quantity	Rate	Amount
<p>Roman, Here is what I have planned for Security with the numbers and times you provided. The event is scheduled for 11am on 4/20/17 and ending at noon on 4/23/17. You mentioned you wanted overnight security in the camp and more security during the event. I assume the event will go from 11am-11pm and then fizzle out when people start going to sleep. So here is the proposed schedule. 4/20-4/23 all days will look the same. 11am - 11pm 2 security officers 4pm - 11pm 2 security officers (4 total from 4pm-11pm) 6pm - 11pm 2 security officers (6 total from 6pm-11pm) 11pm-7am ( 1 overnight security officer) On 4/23 we can do 3 officers from 8am- noon when it ends. That's 180 man hours of security. Please let me know if you would like changes. We may be able to add and substitute volunteers in some areas that don't require certified guys. Mike Sent from my iPhone On Feb 20, 2017, at 10:56 AM, Roman Fey &lt;roman5@northwest420fest.com&gt; wrote: Morning, I will be going into a meeting with the county this week, so if you need anymore info, please don't hesitate to ask. Thanks Mike, Roman Fey - Energy Falls LLC Sales-Media-Logistics (541) 806-6606</p> <p>Thank you for your business.</p>	1	\$0.00	\$0.00
Subtotal			\$0.00
Tax (8%)			\$0.00
Total			\$0.00
Balance Due			\$0.00

lap  
n for your map.

Legend

📍 Filbin Grounds, Friend Or.





Google

Albuquerque, NM

ENTRY

PARKING

HWY 197

INGRESS →

EGRESS →





February 16, 2017

Wasco County Planning Department  
2705 E 2<sup>nd</sup> St.  
The Dalles OR 97058

Mr. Dustin Nelson,

Roman Fey representing the Northwest 420 Fest being held April 20,21, and 22 2017 has contacted our office regarding information on an insurance event policy for said festival. This does not represent any binding of a policy or guarantee of coverage whatsoever.

If you have any questions about the process or if you need any further information, please contact me directly via information provided below.

Respectfully Yours,

A handwritten signature in black ink, appearing to read "Breanna", is positioned above the printed name and contact information.

Breanna Wimber  
Wheatland Insurance  
541-705-2181  
[bwimber@wici.net](mailto:bwimber@wici.net)





Filbin Grounds, Friend Or.



Map data ©2017 Google 20 ft

50' x 50'  
EMT + Sheriff  
Meeting Area

## **Agenda Item**

### **Employee Handbook**

- [Wasco County Employee Handbook](#)
- [2017 Bereavement Leave Policy](#)
- [2017 Employee Personnel Records Policy](#)
- [2017 Family and Medical Leave](#)
- [2017 Mobile Communications Device Policy](#)
- [2017 No Harassment Policy](#)
- [2017 No Retaliation Policy Whistleblowing](#)
- [2017 On the Job Injury or Illness Procedure Policy](#)
- [2017 Sick Leave Policy](#)
- [2017 Smoke Free Workplace Policy](#)
- [2017 Vehicle Policy](#)



# EMPLOYEE

## Handbook



*Pioneering pathways to prosperity*

| UPDATED: JUNE 2017 |



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# INTRODUCTION

# WELCOME TO WASCO COUNTY!

Welcome to Wasco County – we're glad you've joined us! You have been selected to become part of a high performing team, which prides itself on dedication, hard work, and support of each other.

We hope you will enjoy a productive and pleasant association with us. We have created a work environment, compensation and benefits program, and culture that foster positive work relationships and high performance. We expect that you will enhance this atmosphere by contributing your best efforts in whatever is asked of you.

We feel that the best way to help you achieve this goal is to help you understand Wasco County, your role, and the expectations that come with your job. This Manual has been prepared as a guide to give you a better understanding of Wasco County's policies, procedures, and practices. Please familiarize yourself with its contents and keep it handy for reference.

Wasco County supports an "open door" policy and encourages you to ask questions if there are policies or procedures you don't understand. We welcome your ideas and suggestions for ways to improve our operations and/or services or to save unnecessary costs during your employment with us.

Again, welcome to our team. We wish you success in your new position and truly value you and the contribution you will make during your employment with us.

Sincerely,

## **Board of Wasco County Commissioners**

Scott Hege  
Steve Kramer  
Rod Runyon

## OUR HISTORY

Wasco County is named for the Wasco (or Wascopam) tribe of Indians that lived south of the Columbia River, near The Dalles. When Wasco County was created from portions of Clackamas, Marion, Linn, and Lane Counties on January 11, 1854, it consisted of all of the Oregon Territory between the Cascade Range and the Rocky Mountains. This was the largest county ever formed in the United States, originally consisting of 130,000 square miles. The Dalles was designated the county seat when the county was formed in 1854.

Portions of Wasco County, as it was originally drawn now lie in Idaho, Montana, and Wyoming. Over the years, seventeen other counties in eastern Oregon were created from Wasco County, which now consists of 2,387 square miles. It is bordered by three rivers, the Columbia to the north and the Deschutes and John Day to the east, and by the Warm Springs Indian Reservation on the south and Mt. Hood National Forest on the west. Wasco County shares political boundaries with Sherman, Wheeler, Jefferson, Clackamas, and Hood River Counties.

## OUR VISION

### *Pioneering Pathways to Prosperity*

*Pioneering:* the definition means to invent new things, go into unexplored territory, or act as pioneer. Wasco County (as a government agency serving the citizens), will look to find innovative ways to open doors and create opportunities for Wasco County (the geographic area and its citizens) to prosper while at the same time ensuring that we don't forget our past.

*Pathways:* We are a County of pathways, from the past to the present. We have a constant tie to our past, and we live with a constant tension between preservation and progress. Embodied in our story are the pathways of the Oregon Trail, the rivers, railroads and Interstate. These pathways not only serve as avenues to market, recreation, and agriculture, they are the intangible pathways that allow us to move forward toward an opportunity. Pathways are also the key to a successful future. Finding the right path — both internally and externally, tangible and intangible — for Wasco County is at the core of achieving our Vision.

*Prosperity:* This means that our county prospers from our past and into our future. It is a vision of our county that balances where we came from and where we are going. It ensures that we are prosperous while we move forward, and at the same time does not discount where we have come from. Travelers on the Oregon Trail headed west in search of prosperity for their families, we follow a similar trail in search of prosperity for Wasco County (both the entity and the geographic area).

Together these three words embody what Wasco County envisions to be: a County that looks for new ways to open opportunities for ourselves, our citizens and creates landscapes in which we will prosper, all while balancing the tension between preservation and progress.

## OUR MISSION

*Partner with our citizens to proactively meet their needs and create opportunities.*

County government is usually the first agency citizens turn to when they need help doing something they can't do themselves. Our mission statement reflects that we will work with citizens, in an active versus reactive way, to create opportunities that "pioneer pathways to prosperity."

## OUR VALUES

- ✓ Embody the 100% Love Culture
  - Equity and fairness in all things
  - Keep an open mind and be open to change
  - Kindness and compassion for people who live in our community
  - Love what you do and have fun doing it
  - Build a strong team
  - Excellence in service
- ✓ Relationships are primary
  - Relationships come first, whether individuals or organizations
  - Be a good neighbor
  - Use honest and active communication
  - Say what you mean, with 100% Love
- ✓ Do the right thing, even when no one is watching
  - Provide open access and transparency
  - Accountable for actions and decisions
  - Be impeccable stewards of our resources
  - Strive to be the best performing rural county government

## OUR STORY-100% LOVE CULTURE

Following a particularly negative interaction with another entity on a project, the County Clerk and the County Administrator were reviewing the meeting and how difficult it had been. For the Clerk it was the first project where it became apparent that some citizens don't like county government, no matter how we try to help. The Administrator jokingly said, "Welcome to county government. 50% of the people love you, and 50% of the people love to hate you." To which the Clerk replied "Yes, but that's still 100% LOVE!" Then the Executive Assistant to the Commissioners chimed in and said, "Truthfully, it's more like 20% love us, 20% love to hate us, and 60% are indifferent."

The 100% Love statement really began to grow and take shape over the next couple of weeks. It started out as a tongue-in-cheek remark, but upon further reflection it began to emerge as a concept with much deeper meaning. It grew into a way of thinking about all aspects of what we do. The questions started to be asked: what could 100% Love mean to me as an individual and as a team/department? What could it mean as a County, and to our citizens? This concept began to resonate with some of the management staff as we began to talk about it and look for examples of 100% Love. What came out of this thinking was a critical question: could the concept of 100% Love be the guide for how we serve ourselves and our citizens, recognizing that the goal is to move some of the people who "love to hate us" into the "indifferent" category, and move some of the "indifferent" citizens into "love to love us" category? And

more importantly, use the 100% Love concept as our guiding principle for serving people, regardless of whether they love us or hate us?

The 100% Love concept immediately started showing up in actions in the courthouse. The Assessor's office created the Christmas door decoration for the Administrative team, who were too swamped to decorate their own door (despite it being a favorite activity). The Clerk's office and Assessor's office traded spaces in the courthouse so that the 14-person Assessor's team could have more room. This effort involved multiple people – Facilities, IT, help from youth offenders doing community service, the Commissioners and other managers. It is amazing how often the 100% Love concept shows up when you look for it. In essence, the concept started to get legs and show up in all aspects of the work environment and our actions. From that point on an emerging culture began to show itself and has since permeated our organization. It is reflected in our actions, our approach to doing business and to our overall being. It is this culture, based on the 100% Love concept that is most important to the organization. This culture, should you choose to participate in it, is a guiding principle for everything at Wasco County. Through everyone's commitment, dedication, and unwavering focus we can create the momentum that will carry the County forward.

## ABOUT THIS MANUAL

This Employee Manual is a guide to help you to understand our employment provisions and expectations. The Manual applies to all employees and is intended to be a resource on your employment journey with Wasco County.

Please remember this Manual contains only general information and guidelines. It is not intended to address all the possible applications of, or exceptions to, general policies, procedures or a collective bargaining agreement. Our policies are based on the belief that common sense, good judgment, and consideration for the rights of others are paramount to our ability to serve our citizens and ourselves. These policies are not intended to provide contractual or property rights.

The procedures, practices, policies, and benefits described here may be modified or discontinued from time to time. In order to keep employees informed of changes to this manual, an electronic copy of the most updated handbook will be maintained on the county shared drive on our computer network. A copy will also be provided on the Wasco County website Human Resources page.

This Manual is not intended to confer any property right in continued employment, to constitute a contract, or to contradict any binding practice under any collective bargaining agreement. Employees who are not subject to a collective bargaining agreement or contract are at-will employees, meaning that they or the County may terminate the employment relationship at any time and for any lawful reason. Please note that the policies and procedures in this Manual are not intended to contradict any provision of a current labor agreement/collective bargaining agreement. In the event of a conflict between the provisions of this Manual and the provisions of an in-force collective bargaining agreement, the provisions of the bargaining agreement will prevail provided they meet the minimum requirements of the law.

Some subjects described in this Manual, such as benefit plan information, are covered in detail in official policy documents and or collective bargaining agreements. You should refer to these documents for specific information since this Manual provides summaries only. Please note that when discrepancies occur between benefit language in this Manual and in the official policy documents, the terms of the written insurance policies are controlling.

**Please note: If you are a member of a collective bargaining agreement it is important that you refer to that agreement in conjunction with this handbook. Many of the areas of this handbook are also discussed in more detail in your collective bargaining agreement. Benefits, processes or procedures described in this manual may be different.**



# EMPLOYMENT POLICIES

## **EMPLOYMENT-AT-WILL**

Employment with Wasco County is on an at-will basis. This means that both employees and Wasco County reserve the right to end the employment relationship, with or without cause, at any time. No one in Wasco County has the authority to enter into any agreement contrary to this at-will relationship and it cannot be altered except when in writing and signed by the County Commission and you (other than employees who are subject to a collective bargaining agreement). Wasco County is not bound by any oral promises concerning the length or terms of your employment.

## **EQUAL EMPLOYMENT OPPORTUNITY**

It is the policy of Wasco County to provide equal employment opportunities to all employees and employment applicants without regard to unlawful considerations of race, religion, creed, color, national origin, sex, pregnancy, sexual orientation, gender identity, age, ancestry, physical or mental disability, genetic information, marital status or any other classification protected by applicable local, Oregon or federal laws. This policy prohibits unlawful discrimination based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics. This policy applies to all aspects of employment, including, but not limited to, hiring, job assignment, working conditions, compensation, promotion, benefits, scheduling, training, discipline and termination.

Wasco County expects all employees to support our equal employment opportunity policy and to take all steps necessary to maintain a workplace free from unlawful discrimination and harassment and to accommodate others in line with this policy to the fullest extent required by law.

All employees in Wasco County are responsible for following and carrying out this policy according to the spirit and intent of our equal employment commitment.

## **AMERICANS WITH DISABILITIES ACT**

It is Wasco County's policy not to discriminate against qualified individuals with a disability with regard to any aspect of employment. Wasco County is committed to complying with the American with Disabilities Act (ADA) and Oregon law to provide reasonable accommodations in employment to qualified individuals with disabilities unless the accommodation would impose an undue hardship on the operation of Wasco County's business or would change the essential functions of the position. Retaliation against an individual with a disability for utilizing this policy is prohibited.

Wasco County recognizes some individuals with disabilities may require reasonable accommodations. If you are disabled or become disabled (meaning you have a mental or physical impairment substantially limiting one or more of the major life activities) and you require a reasonable accommodation, you must contact the Human Resources Department to begin the interactive process. This process will include discussing your disability, limitations and possible reasonable accommodations that may enable you to perform the functions of your position, make the workplace readily accessible to and useable by you, or otherwise allow you to enjoy equal benefits and privileges of employment. In most cases, an employee will need to secure medical verification of his or her need for a reasonable accommodation.

## ANTI-HARASSMENT AND DISCRIMINATION

Wasco County prohibits harassment of any kind in the workplace, or harassment outside of the workplace that violates its employees' right to work in a harassment-free workplace.

This policy applies to and prohibits sexual or other forms of harassment that occur during working hours, during Wasco County related or sponsored trips (such as conferences or work-related travel), and during off-hours when that off-duty conduct creates an unlawful hostile work environment for any of Wasco County's employees. ***Such harassment is prohibited whether committed by Wasco County employees or by non-employees, such as elected officials, members of the community, and vendors.***

### Sexual Harassment

Sexual harassment has been defined as unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature (regardless of whether such conduct is "welcome"), when:

1. Submission to such conduct is made either implicitly or explicitly a term or condition of employment;
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual;
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Some examples of conduct that could give rise to sexual harassment are unwanted sexual advances; demands for sexual favors in exchange for favorable treatment or continued employment; sexual jokes; flirtations; advances or propositions; verbal abuse of a sexual nature; graphic, verbal commentary about an individual's body, sexual prowess, or deficiency; leering, whistling, touching, assault, sexually suggestive, insulting, or obscene comments or gestures; display in the workplace of sexually suggestive objects or pictures; or discriminatory treatment based on sex. This is not a complete list.

### Other Forms of Prohibited Harassment

Wasco County policy also prohibits harassment against an individual based on the individual's race, color, religion, national origin, age, sexual orientation, marital status, disability, protected activity, and any other status protected by applicable law.

Such harassment may include verbal, written or physical conduct that denigrates or shows hostility towards an individual because of any protected status, and can include:

- Jokes, pictures (including drawings), epithets, or slurs;
- Negative stereotyping;
- Threatening, intimidating, or hostile acts that relate to a protected class; or
- Written or graphic material that denigrates or shows hostility or aversion toward an individual or group because of the protected status.

### Complaint Procedure

Each member of management is responsible for creating an atmosphere free of discrimination, harassment, and bullying. Further, all employees are responsible for respecting the rights of other employees and strictly adhering to the letter and spirit of this policy. All employees are encouraged to discuss this policy with their immediate supervisor, any member of the management team, or the Human

Resources Manager, at any time if they have questions relating to the issues of discrimination or harassment.

Employees are strongly encouraged to tell the harasser that the behavior is offensive and unwanted, and that they want it to stop. Employees who have experienced any harassment, discrimination, or bullying, are expected and required to bring the matter to the attention of Human Resources or a supervisor or member of management as soon as possible.

In addition, any employee who observes any conduct that he or she believes constitutes harassment or discrimination, or who receives information about these types of incidents that may have occurred, must immediately report the matter to Human Resources Manager.

#### **Investigation and Confidentiality**

All complaints and reports will be promptly and impartially investigated and will be kept confidential to the extent possible, consistent with Wasco County's need to investigate the complaint and address the situation. If conduct in violation of this policy is found to have occurred, Wasco County will take prompt, appropriate corrective action, and any employee found to have violated this policy will be subject to disciplinary action, up to and including termination of employment.

#### **Protection against Retaliation**

Wasco County prohibits retaliation in any way against any employee because the employee has made a good-faith complaint pursuant to this policy or the law, has reported (in good faith) harassing or discriminatory conduct, or has participated in an investigation of such conduct. Any employee who is found to have retaliated against another employee in violation of this policy will be subject to disciplinary action up to and including termination of employment.

#### **Religious Accommodation**

Wasco County may provide reasonable accommodation for religious observances or practices of employees, unless providing the accommodation would impose an undue hardship on Wasco County; this may also include accommodating the wearing of religious clothing.

With management approval, an employee may use vacation or other available leave for religious activities; if accrued leave is not available, then an employee may request to take unpaid leave.

#### **Reporting Improper or Unlawful Conduct – No Retaliation (Whistleblowing)**

Employees may report reasonable concerns about Wasco County's compliance with any law, regulation or policy, using one of the methods identified in this policy. Wasco County will not retaliate against employees who disclose information that the employee reasonably believes is evidence of:

- A violation of any federal, Oregon, or local law, rules or regulations by Wasco County;
- Mismanagement, gross waste of funds, abuse of authority, or substantial and specific danger to public health resulting from action of Wasco County;
- A substantial and specific danger to public health and safety resulting from actions of Wasco County; or
- The fact that a recipient of government services is subject to a felony or misdemeanor arrest warrant.

Further, in accordance with Oregon law, Wasco County will not prohibit an employee from discussing the activities of a public body or a person authorized to act on behalf of a public body with a member of the Legislative Assembly, legislative committee staff acting under the direction of a member of the

Legislative Assembly, any member of the elected governing body of a political subdivision, or an elected auditor of a city, county or metropolitan service district.

### *Employee Reporting Options*

In addition to Wasco County's Open Door practice, employees who wish to report potential improper or unlawful conduct should first talk to his or her supervisor. If you are not comfortable speaking with your supervisor, or you are not satisfied with your supervisor's response, you are encouraged to speak with Human Resources. Directors and managers are required to inform the Human Resources Manager about reports of improper or unlawful conduct they receive from employees.

Reports of unlawful or improper conduct will be kept confidential to the extent allowed by law and consistent with the need to conduct an impartial and efficient investigation.

If Wasco County were to prohibit, discipline, or threaten to discipline an employee for engaging in an activity described above, the employee may file a complaint with the Oregon Bureau of Labor and Industries or bring a civil action in court to secure all remedies provided for under Oregon law.

### *Additional Protection for Reporting Employees*

Oregon law provides that, in some circumstances, an employee who discloses a good faith and objectively reasonable belief of Wasco County's violation of law will have an "affirmative defense" to any civil or criminal charges related to the disclosure. For this defense to apply, the disclosure must relate to the conduct of a coworker or supervisor acting within the course and scope of his or her employment. The disclosure must have been made to either: (1) a state or federal regulatory agency; (2) a law enforcement agency; (3) a director/manager with Wasco County; or (4) an Oregon-licensed attorney who represents the employee making the report/disclosure. The defense also only applies in situations where the information disclosed was lawfully accessed by the reporting employee.

### *No Retaliation*

Wasco County will not retaliate against employees who make reports or disclosures of information of the type described above when the employee reasonably believes he or she is disclosing information about conduct that is improper or unlawful.

In addition, Wasco County prohibits retaliation against an employee because he or she participates in good faith in any investigation or proceeding resulting from a report made pursuant to this policy. Further, no Wasco County employee will be adversely affected because they refused to carry out a directive that constitutes fraud or is a violation of local, Oregon, federal or other applicable laws and regulations. Wasco County may take disciplinary action (up to and including termination of employment) against an employee who has engaged in retaliatory conduct in violation of this policy.

This policy is not intended to protect an employee from the consequences of his or her own misconduct or inadequate performance simply by reporting the misconduct or inadequate performance. Furthermore, an employee is not entitled to protections under this policy if Wasco County determines that the report was known to be false, or information was disclosed with reckless disregard for its truth or falsity. If such a determination is made, an employee may be subject to discipline up to and including termination of employment.

## **EMPLOYMENT POLICIES**

### *Employment Classifications*

The following terms are used to describe employees and their employment status:

For purposes of the Civil Service Act and the Wasco County Personnel Ordinances; positions are included in three different categories of service:

Excluded Service:

The Wasco County Personnel Ordinances do not apply to employees in the Excluded Service, which include:

1. any officer chosen by popular election or appointed to fill a vacancy caused by the death, resignation or removal of any such officer;
2. any person appointed to a position to serve without compensation from the County other than reimbursement for his expense incurred in such position, i.e., a volunteer;
3. any person employed jointly by the County and by another governmental unit or body for their mutual benefit;
4. any person providing services to the County as an independent contractor;
5. any official reporter, bailiff, subject to appointment by any Court or Judge or Justice thereof;
6. any deputy district attorney;
7. any person holding a position subject to the jurisdiction of the Civil Service Commission created by ORS 242.706, or any chief examiner appointed under ORS 242.716; and
8. any temporary employee.
9. seasonal employees.
10. on call employees.

Unclassified Service:

Except where specifically provided otherwise, the Personnel Ordinances shall apply to persons in the unclassified service of the County. The unclassified service shall include:

1. any person contracted with to perform manual labor, skilled or unskilled, in the construction, maintenance and repair of County property; provided, however, that electrical workers, members of road and bridge crews and laborers permanently employed shall be considered within the classified service unless otherwise provided by the Civil Service Act or the rules of the Civil Service Commission;
2. any assistant to the Board of County Commissioners;
3. any Roadmaster of the County; and
4. any part-time or seasonal employee.

Classified Service:

The Personnel Ordinances shall apply to all persons within the classified service, except where such application is specifically prohibited by the terms of the Civil Service Act. The classified service shall include all offices and positions in the County service which are not covered by Excluded or Unclassified service.

**Employee Types:**

Employee status is categorized to make distinctions in benefits and other employment conditions and to aid in a better understanding of employment relationships within Wasco County. Employees may be considered as introductory/probationary, full-time, part-time, temporary, seasonal, or on-call. The following definitions apply:

Introductory/Probationary Status: Newly hired or promoted employees within the Introductory/probationary period. Newly hired employees normally earn, but cannot use, benefits, other than those provided by law.

Regular Full-time: An employee who has successfully passed the introductory/probationary period and is regularly scheduled to work 21.75 hours or more per week. Classification normally is eligible for benefits.

Regular Part-time: An employee who is regularly scheduled to work less than 21.75 hours per week but more than 10.88 hours per week. Classification is not normally eligible for benefits.

Temporary/ Seasonal: An employee who is hired for a specified period of time, usually no more than six months. This classification is not eligible for benefits, other than those provided by law. This can be a full-time or part-time employee.

On-Call: An employee who is not regularly scheduled to work and does not have a set schedule thereby working only when called upon. This classification is not eligible for benefits other than those provided by law.

Employees are further classified according to federal and state wage and hour laws as exempt or non-exempt, as described below. The Human Resources Department will make the appropriate designation regarding the status for each position. If you are uncertain as to your status, ask your supervisor/manager. If you have questions regarding the classification of your position as exempt or non-exempt, or feel that it has not been properly classified, please discuss the matter with your supervisor or the Human Resources Department.

Exempt: An employee who is exempt from the overtime pay requirements under federal and state wage and hour laws. Exempt employees typically include managers, executives, supervisors, professional staff, and others who are paid on a salaried basis *and* whose duties and responsibilities allow them to be exempt under federal and state law. In order to be classified as exempt, a position must meet very strict guidelines as defined by the Fair Labor Standards Act (FLSA) and Oregon wage and hour laws.

Non-exempt: An employee whose job calls for overtime payment as appropriate under state and federal regulations. Non-exempt employees are usually paid on an hourly basis and are assigned a regular work shift of not more than 40 hours per week. Non-exempt employees may be paid on a salaried basis, but are entitled to accrue compensatory time or are eligible to get additional overtime payment at a rate of one and one half times their regular rate for all hours worked over 40 within a workweek.

## **NEW EMPLOYEES, PROMOTIONS AND TRANSFERS**

### ***New Employee Orientation***

New employees are asked to attend an orientation on their first day of employment. This helps ensure positive integration into our operations and helps new employees start a productive and satisfying employment relationship. At the orientation, you will receive detailed information about general policies, procedures, benefits, and basic information on pay and leave policies.

### ***Introductory/Probationary Period***

As a new employee, you are hired on a six-month (18 months for public safety) introductory/probationary period. The introductory/probationary period is an extension of the employee selection process. During this period, you are considered to be in training and under observation and evaluation by supervisors. Evaluation of your adjustment to work tasks, conduct and other work rules, and job responsibilities will be conducted during the introductory/probationary period. This period gives you an opportunity to demonstrate satisfactory performance for the position and provides an opportunity to see if your abilities and the requirements of the position match. It is also a chance to see if we meet your expectations as an employer.

Your performance will be evaluated at or before the end of the introductory/probationary period and a decision about your employment status will be made. If you have successfully completed the introductory/probationary period, you will be moved to regular status. If skills border on satisfactory, but fall a little short, the introductory/probationary period may be extended if there is reason to believe that your skills will improve within the next 90 days. If expectations are not met or skills are not satisfactory, it is unlikely that your employment will be continued.

Completion or extension of the introductory/probationary period does not alter the at-will employment relationship. The introductory/probationary employee or the County may end the working relationship at any time and for any lawful reason during the employee's introductory/probationary period.

### ***Reinstatement***

Employees who resign from Wasco County in good standing may be eligible for re-employment consideration. To determine eligibility, former employees must re-file an employment application with Wasco County and await notification of an available position. Applications received from former employees will be considered and processed using the same procedures and standards that govern all other applicants. When a position becomes available, the hiring manager/supervisor will review the former employee's performance record and the circumstances surrounding his/her departure from Wasco County. We are not obligated to rehire former employees. Reinstated employees will not retain previous seniority, banks, or benefit eligibility unless specifically stated in a collective bargaining agreement or required by law.

### ***Prior Service Credit***

Employees who are rehired by Wasco County will receive credit for prior time worked as follows:

Employees who were terminated because of a reduction in workforce will receive credit for prior time worked for the purposes of benefit eligibility if they are re-employed within one year after the termination date.

Employees who voluntarily terminated their employment with Wasco County will receive credit for prior time worked for the purposes of benefit eligibility, subject to management approval, if re-employed within 30 days after the termination date. However, a new anniversary date will be established based on the date of reinstatement.

Rehired employees will be subject to the introductory/probationary period and may be asked to attend to all assessments required of employees otherwise hired.

### ***Job Applicant Recall***



It is the practice of Wasco County to maintain job application tracking for all open positions. Should a vacancy in a position warrant a possible recall of previously interviewed candidates, Wasco County, at their discretion, may contact applicants for up to 6 months from the date the position was originally filled.

## **EMPLOYMENT RECORD KEEPING**

### ***Work-Place Privacy and Confidentiality***

Wasco County recognizes our employees' right to privacy. In achieving this goal, Wasco County adopts these basic principles:

The collection of employee information typically is limited to information Wasco County needs for business and legal purposes. Personal information and information in confidential records ordinarily will not be disclosed, except as permitted or required by law, or as authorized by the employee. Verifications of employment dates, job title and wages may be provided without written approval.

All employees have a responsibility not to accidentally disclose information about employees through overheard conversations, mislaid documentation, faxes, e-mails and hard copies of correspondence sent to a wrong destination. Unauthorized communication of confidential information is regarded as a serious matter.

Wasco County's Information Services Department maintains reasonable safeguards to ensure the security, confidentiality and integrity of personal identifying information stored in Wasco County's systems.

All employees are required to follow these principles, as well as any other Wasco County policy or practice related to confidential information. Violations of this may result in corrective action, up to and including termination.

### ***Background Screening***

Wasco County stores background screening information in access-protected files. This file is not considered part of your personnel file, so it is not available to employees for review.

### ***Access to Personnel Files***

Wasco County maintains employee personnel records file(s) for each employee. This file documents all aspects of an employee's tenure with the County, facilitating decisions about transfers, promotions, compensation and other personnel activities.

Entry of Material: Department Directors, or their designees, will routinely place, or have placed, all official documents relating to an individual's employment history with Wasco County in the employees' personnel records file.

Examples include (not all inclusive): performance evaluations, letters of hire, letters of promotion or demotion, application form for initial employment, copies of all disciplinary actions (including verbal reprimands) and other materials deemed relevant to an individual's employment history as determined by the County or as required by law.

If an employee believes material which has been, or is to be, placed in his/her personnel file is incorrect, he/she may prepare a written explanation regarding the particular material and have it included in the personnel file. This written explanation must be presented to the Human Resources Division.

**Removal of Materials:** Once material has been entered into an employee's personnel file, it will remain with the contents of the file permanently.

**Employee access to Employee Personnel Records:** Upon written request an employee may review their personnel files during regular office hours with proper advance notice and within a reasonable time period.

Upon written request of the employee, copies of materials included in such files will be furnished within a reasonable time, the cost of which will be paid by the employee in accordance with the County fee schedule. The employee may designate in writing any non-County personnel to whom the personnel file contents should be sent.

Human Resources, Department Directors or their designees will normally have access to the files of their subordinates. Employee Personnel Records may not be removed from County property.

*Public Access to Employee Personnel Records:* All requests for access to, or information from, an Employee Personnel Record from someone other than the employee must be submitted in writing. Any and all such requests will be referred to, and reviewed by, Wasco County legal counsel.

*Medical Records:* All medical-related records will be maintained in separate confidential files. For purposes of this policy, medical records include (not all inclusive): post-offer pre-employment medical exam results, all medical exam results on current employees, documents gathered in connection with considering accommodations for employees under the Americans with Disabilities Act and applicable state nondiscrimination statutes, leave of absence request forms and medical certification information obtained in connection with an employee's request for a family and medical leave for a serious health condition for an employee or an employee's covered family member, any notes from an employee's physician supporting any sick time off and all other records of a medically-related nature.

*Drug-Testing Records:* Wasco County will treat drug-related records in the same manner as medical records and retain them in an employee's medical file.

*EAP Records:* EAP-related records, whether medical in nature or otherwise, will be maintained in separate, confidential, medical files.

*Workers Compensation Records:* Wasco County will retain workers compensation records in a separate confidential file.

*Collective Bargaining Agreements:* This policy shall apply to all employees, including any employee whose wages, hours and working conditions are controlled by the terms of a collective bargaining agreement; provided, however, that the collective bargaining agreement shall have control if the collective bargaining agreement explicitly conflicts with this policy.

### ***Change in Personal Data***

Keeping your personnel records current and up-to-date is important, especially in regards to pay, payroll deductions, benefits, and other matters. If you have changes in any of the following items of information, it is your responsibility to notify the Human Resources Department and your Supervisor:

- Name
- Marital status
- Address
- Telephone number
- Dependents
- Person to be notified in case of emergency
- Job related physical or other limitations that impact employment
- Changes in status of driver's license or CDL if required to drive for Wasco County
- Changes in job related professional licenses
- Other information having a bearing on your employment

All changes in personal information must be made in writing and signed/dated by the employee who the changes affect and returned to Human Resources. Employees may not intentionally withhold information from the County about the items listed above in order to continue to receive benefits or anything of value for themselves or anyone else. Upon request, the County may require employees to provide proof of marital status/domestic partnership status. Employees who violate this policy may be subject to discipline, up to and including termination.

## **SEPARATION FROM EMPLOYMENT**

Separation from employment with Wasco County occurs when you voluntarily resign, or are laid off, or discharged by Wasco County.

### ***Resignation***

For non-represented employees, employment with us is "at-will" which means you are free to resign at any time, with or without notice. However, in order to achieve an orderly transition, we would appreciate receiving notification of intent to resign at least 30 days before departure, and 90 days before departure for supervisors and management-level personnel.

### ***Job Elimination, Reduction in Work Hours or Staff***

Our desire is to avoid circumstances that require a reduction in hours or staff, but we also recognize that situations may arise where such reductions would be necessary. Depending upon the circumstances, we may respond in a variety of ways, including offering a voluntary reduction in hours or days of work, reducing your work hours or days of work, giving you the opportunity to accept a part-time, seasonal or temporary position if available and appropriate, reducing the workforce, or reducing expenses by other means. Among the factors we will consider in selecting employees for any reduced hours or reduction in force are:

Provisions under applicable collective bargaining agreements;  
Seniority within the affected job classification;  
Your department, location, or job;  
Your job knowledge, skills, and ability to do the required work;  
Your performance, attendance, and safety and corrective action history and records;

Your possession of licenses, registrations, and certifications required by the job;  
Your creativity and teamwork skills, if required for the job;  
Your demonstrated willingness to go the extra mile for Wasco County, co-workers, and citizens; and the efficiency of our operation.

With the exception of provisions under applicable collective bargaining agreements, and seniority within affected job classifications; evaluation of these factors is at our discretion. The immediate supervisor/manager will personally notify employees of a layoff. After explaining the layoff procedure, you will be given a letter describing the conditions of the layoff, such as the effects on benefits, the possibility of reemployment, procedures, and any outplacement services.

If practicable at the time of lay-off, we will provide limited re-employment rights to any employee laid off. The order of recall will be in the reverse order of layoff by seniority. An offer of re-employment may be made orally or in writing to the last address reflected in your personnel records. It is your obligation to keep us informed of any changes in your telephone number and address. The offer will identify the available job and the date you are to report to work. If you decline re-employment or fail to report on the date specified, you will be deemed to have waived any re-employment privileges and will be treated as a voluntary termination.

### ***Discharge***

Our philosophy and general practice is to provide employees with an opportunity to correct minor performance and conduct problems before discharge is implemented.

Wasco County has a corrective action policy that describes the actions management may take to correct performance infractions prior to discharging employees.

The decision to discharge employees is based not only on the seriousness of the current performance infraction but also on the individual's overall performance record and length of service.

### ***Exit Interview***

An exit interview will be arranged to give you an opportunity to address unresolved issues and allow us to solicit your opinions about working for Wasco County and any suggestions for improvement. We encourage all employees to participate in an exit interview when they separate from employment. We value all opinions and suggestions we receive in the process.

### ***Return of Wasco County Property***

Upon separation from your employment, either voluntarily or otherwise, you must return all Wasco County property in your possession by your last day of employment. Wasco County property includes credit cards, Wasco County vehicles, keys, ID cards, pagers, tools, software, computer disks, uniforms, this employee manual, and any other items in your possession that belong to Wasco County.

# **EMPLOYMENT RELATIONS AND CONDUCT**

# ETHICS

We believe in treating people with respect and adhering to ethical and fair practices. We expect employees to avoid situations that might cause their personal interests to conflict with the interests of Wasco County or to compromise our reputation or integrity. Employees who violate the Ethics Policy or any Oregon law relating to ethics, or who create an equally detrimental impact on Wasco County will be subject to disciplinary action, depending upon the circumstance, up to and including termination.

Employees are required to maintain a cooperative working relationship with staff, other organizations and citizens. Employees must follow all general and departmental safe work rules and policies.

## ***Conflict of Interest***

Employees may not solicit, obtain, accept, or retain any personal benefit from any supplier, vendor, citizen, or any individual or organization doing or seeking business with Wasco County. This means you may not maintain an outside business or financial interest or engage in any outside business or financial activity that conflicts with the interests of Wasco County or interferes with your ability to fully perform job responsibilities. For example, if job responsibilities include purchasing, or being in a position to influence purchasing, the individual responsible should have no proprietary or financial interest in any business that furnishes products, materials, or services to Wasco County or in any related transaction. Nor may he/she benefit directly or indirectly from a third party who furnishes products, materials, or services to Wasco County.

## ***Misrepresentation***

As a public employee, you should be aware that you represent Wasco County in your work interactions. You should handle yourself in a professional manner and consider how you communicate with the public and other employees. You should take care not to misrepresent Wasco County's policies, practices, procedures, or misrepresent your status and authority to enter into agreements. Refer to the Oregon Government Ethics Commission standards for conduct of "public officials" and employees of public entities, ORS Chapter 244. Employees may not enter into any contracts on behalf of the County, except as provided by our public contracting rules.

## ***Gifts, Prizes and Promotional Items***

Employees agree not to accept any gift, service, or favor, which would lead toward favoritism or the appearance of favoritism in any way. Meals under \$50 in value are permissible on an occasional basis provided that the person purchasing the meal is in attendance with the employee and they are conducting County business. Other small gifts such as Holiday baskets of \$50 or less are acceptable and should be shared with the department. Please refer to the Fringe Benefits and Employee Reimbursement Policy on "de minimis fringe" for additional information.

Employees may keep prizes and awards offered to attendees of conferences, seminars, or professional gatherings as a result of attendance or for winning a contest or game as long as they are in compliance with our Taxable Fringe Benefits Policy. Promotional items, such as pens, pencils, notebooks, notepads, cloth or canvas bags, snack foods, etc., that are offered to all attendees, or that are meant to be used during the course of the event are excluded from this rule. Employees may keep these items for their personal use.

## ***Outside Employment***

While employed at Wasco County you may not engage in outside employment that conflicts with the business of Wasco County, conducts business with Wasco County or otherwise interferes with your

ability to perform according to established standards of performance and work rules. You also may not conduct business connected to outside employment during hours you are scheduled to work at Wasco County.

### ***Off Duty Conduct***

Generally, we regard off-duty activities of employees to be their own personal matters. However, certain types of off-duty activities concern us because of the potential negative impact on Wasco County's reputation within the communities we serve. Therefore, employees who engage in or are associated with illegal or otherwise harmful conduct that adversely affects Wasco County or their own ability or credibility to carry out employment responsibilities may be subject to disciplinary action, up to and including termination.

### ***Solicitation***

To make sure employees aren't disturbed or interrupted while on work duty, we have established the following no-solicitation policy:

Individuals who are not employed at Wasco County may not solicit our employees or distribute literature on Wasco County property at any time.

If you wish to solicit or distribute literature to other employees by or on behalf of any individual, organization, club, or society, you may do so only during times when you are on a rest or lunch break. You may solicit or distribute literature only to those employees who are also on a rest or lunch break. The distribution of literature in work areas is prohibited at all times, but you may place it in established break areas or lunchrooms.

Obscene, profane, or inflammatory items and political advertisements or solicitations are strictly prohibited.

You may not sell merchandise or collect funds of any kind or for any purpose during working hours.

### ***Political Campaigning***

Engaging in political campaigning such as distributing literature, and campaigning for or against political parties, ballot measures, signatures or a candidate is prohibited during the workday or during working hours. Employees may express personal views, including wearing buttons, while on the job and during working hours as long as it does not interfere with the job.

## **CONFIDENTIALITY**

### ***Employee***

Wasco County recognizes our employees' rights to privacy. In achieving this goal, Wasco County adopts these basic principles:

The collection of employee information will be limited to information Wasco County needs for business and legal purposes.

Personal information and information in personnel records ordinarily will not be disclosed except as permitted or required by law or as authorized by the employee. Verifications of employment, dates, last position held, and last salary may be provided without an employee's written approval.

Internal access to employee records will be limited to those employees having an authorized need-to-know reason.

You are permitted to see the personnel information maintained about you in our records, and you may submit written comments in disagreement with any material contained in your personnel records.

All employees involved in record keeping will be required to follow these policies and practices. Violations of this policy will result in corrective action, up to and including termination.

Medical records are kept in a separate file and are only accessible to the employee, an employee representative with written consent, and the employer, on a need-to-know basis.

### ***Public Records***

Oregon law provides that “every person has a right to inspect any public record of a public body in this state.” “Public body” includes cities and counties and other public entities. Although there are some exceptions, most records in a public body (including Wasco County) are available to the public for inspections. It is the intent of the County to be responsive to requests for public records. Employees are to forward all requests for public information to their Director who will distribute these requests to the Executive Administrative Assistant, for the Administration Services Director, for action.

## **WORKPLACE RULES**

Wasco County believes policies and procedures are essential for orderly operation and for the protection and fair treatment of all employees. As a result, we have identified performance expectations so that everyone conducts themselves in accordance with our workplace standards. The following work rules are not all-inclusive, but serve as guidelines to demonstrate work behaviors considered important to Wasco County.

### ***General Rules***

All employees agree to maintain a positive and cooperative working relationship with co-workers, other staff, citizens and any others who do business with Wasco County.

Employees agree to work and complete assignments that meet job standards.

Employees agree not to neglect their job duties or responsibilities, nor refuse any assigned work, which is within or related to their job responsibilities.

Employees must fulfill their responsibilities to Wasco County. No willful action, which detracts from the quality or quantity of work, service, safety and health or public image, will be acceptable.

An employee must be available for work as scheduled. Normally, the schedule will not be changed except in case of emergency.

You are expected to be at work on time, remain until your workday ends, and perform the work assigned to or requested of you. If you are unable to be at work on time, you are expected to contact your



manager at least one hour prior to the start of your work shift. If that individual cannot be reached, you are expected to contact an alternate managerial representative. Employees will not leave their scheduled workday early unless authorized by their supervisor.

Non-exempt employees are expected to comply with scheduled times for break and meal periods.

Employees may not gather on County property to conduct personal business during their working time.

Employees agree to be responsible for all organization property that has been placed in their custody.

Employees must immediately report all work-related injuries, accidents, or illnesses to their supervisor or Human Resources.

Employees are required to promptly notify the Human Resources Department of any changes in personal status, such as name, address, or telephone number.

Your personal appearance at work should be neat and consistent with a professional atmosphere, keeping in mind the impression made on members, visitors, and other employees, and the need to promote Wasco County and employee safety. Good individual judgment is the best guideline, but management retains the right to decide what appearance at work is appropriate. It is the practice of Wasco County to dress business casual. Appropriate business casual dress typically includes slacks or khakis, dress shirt or blouse, open-collar or polo shirt, optional tie or seasonal sport coat, a dress or skirt at knee-length or below, a tailored blazer, knit shirt or sweater, and loafers or dress shoes that cover all or most of the foot.

You are expected to act in accordance with all appropriate codes, laws, regulations, and policies, regardless of whether they are set by Wasco County or outside regulatory bodies.

### ***Examples of Offenses That May Result in Immediate Termination of Employment***

It should be noted that this is not an all-inclusive list but a general guideline of terminable offenses.

- Bringing firearms or weapons of any kind, intoxicating beverages, drugs or chemicals not medically required onto County property.
- Use of alcohol or drugs or being under the influence of alcohol or drugs (or intoxicants of any type), or any criminal activity involving alcohol or drugs, while at work or while on duty. (Any employees on prescription or over-the-counter medication, which may affect performance, are required to notify their supervisor **prior** to beginning the work shift.)
- Falsifying forms, reports, or records, including timecards.
- Falsely stating or making claims of injury or illness.
- Leaving work before the end of the shift without authorization of the supervisor.
- Unauthorized removal of any Wasco County property, equipment, products, records or other materials, or property belonging to another employee or Wasco County.
- Striking out or hitting another employee, regardless of the reason or provoking another employee into striking or threatening another employee.
- Destroying Wasco County property, tools, or equipment.
- Willfully recording time on another employee's time records.

- Insubordination and/or refusing to follow your supervisor's or other authorized employee's lawful directions or instructions.
- Violating safety or health rules or practices, or engaging in conduct that creates a safety or health hazard.
- Physical or verbal abuse of a citizen, vendor, other employee, or any other individual.
- Engaging in any form of harassment, including sexual harassment, with another employee or visitor.
- Sleeping while on duty.

This information regarding unacceptable practice/behavior is to provide guidance for employee actions. You are urged to use reasonable judgment and to seek supervisory advice in doubtful or unclear situations. If all employees do their best to meet both the spirit and intent of these guidelines, employee disciplinary issues should be minimal. It is our policy to resolve conduct and performance problems in the most informal and positive manner possible. However, violations of workplace rules will result in corrective action, up to and including termination.

# COMMUNICATIONS AND SOFTWARE SYSTEMS

## *Electronic Communications Systems*

Wasco County provides electronic communication systems to maintain superior communications both within Wasco County and with outside parties. You are encouraged to learn about these tools and how to use them. This policy provides directions for you regarding access and disclosure of information when using these communication systems. All employees and others outside Wasco County who may use the systems are expected to be aware of and support this policy. All electronic equipment is owned by Wasco County and can be reviewed, removed, or changed at any time.

Our electronic communications systems include but are not limited to: computers, software, electronic mail (e-mail), network equipment, wireless devices, copiers, fax machines, telephones, voice mail, mobile devices, printers, surface messengers, and various on-line services. All of these systems are operated and managed based upon this policy.

The use of these systems is not private or confidential. All communications are considered to be public record and subject to disclosure. Wasco County, within the bounds of current and future laws, reserves and intends to exercise the right to review, audit, intercept, access, and search these systems at will, monitor data and messages within them at any time for any reason, and disclose selected contents without notice or other restrictions. Messages sent through these systems remain the property of Wasco County.

These systems will not be used to receive copyrighted materials, trade secrets, proprietary information, or similar materials from outside Wasco County without prior authorization.

Any messages or communications used through this system are subject to our anti-harassment, anti-discrimination, and non-solicitation policies. You are expected to carefully compose and review the wording, tone, and content of your communications before transmission.

You should check with your supervisor if you have any questions about the proper use of communication or software systems. All system users who discover violations of this policy are expected to notify their supervisors or managers immediately. Improper use or violation of this policy can result in disciplinary action, up to and including termination.

Employees are allowed limited use of email and internet services for personal use. Such circumstances are allowed only on an employee's scheduled lunch or breaks. Wasco County reserves the right to determine what constitutes limited use. Additionally, uses such as instant messaging, online auction monitoring, or chatting generally will not constitute limited use unless the electronic interaction is entirely limited to a break or lunch period.

## *Scope and Applicability*

These policies apply to anyone with access to Wasco County systems, protected health information or technology resources, including, but not limited to, all employees, elected officials, contractors, consultants, customers, vendors, business associates, volunteers and temporary staff. It is the responsibility of each individual to comply with policies and protect property and proprietary or confidential information.

### ***General Information Security Procedure***

Wasco County information must be protected in a manner commensurate with its sensitivity, value, and criticality. Security measures must be employed regardless of the media on which information is stored (paper, overhead transparency, electronic, etc.), the systems that process it (microcomputers, mainframes, networks, voicemail systems, mobile devices, etc.), or the methods by which it is moved (electronic mail, face-to-face conversation, etc.). Such protection includes restricting access to information based on a “need-to-know” basis.

### ***Responsibilities***

Individuals accessing Wasco County technology resources must comply with information security policies, standards, guidelines, and procedures.

### ***Access Control Mechanisms and Individual Accountability***

Individuals at all levels are responsible for the secure operation of their activities. All system users must take reasonable actions to guarantee this security, maintained mainly through access control mechanisms (user IDs and passwords). Individually assigned user IDs and passwords must not be shared. Automated sign-on scripts should not be used.

Requests for access to technology resources require documented management (or designee) approval as well as any other required approval and user agreements (depending upon the information classification and owner/approver’s requirements).

Documents and/or data created by a user should not be stored on the local drive of the computer they are using, but on the appropriate network drive to allow for greater security and regular backup. Information stored on a computer’s local drive is not backed up. If you are unsure what constitutes the “local drive,” please contact the IS Department.

If you will be away from your computer for an extended period of time (meetings, lunch, etc.) you are required to log off or otherwise secure your computer.

### ***Virus Prevention***

Anti-virus software with up-to-date virus definitions must be actively in use on all workstations connected to Wasco County technology resources. Software, utilities and files from outside sources, including the Internet, must be scanned using virus detection software prior to use or installation on Wasco County technology resources if not certified virus-free by the vendor.

### ***Communications and the Internet***

Firewalls (hardware/software security interfaces between the internal network and the outside Internet) and other methods may be used to control, filter and monitor Internet access. Subscriptions to services designed to block access to inappropriate web sites also may be used. Internet use will be actively monitored and reports may be provided to management.

### ***Remote and External Access Controls***

Any and all remote or external access to Wasco County technology resources will be provided through a centrally administered remote access control system, or other approved secure connection. Connection via the Internet for purposes of electronic commerce requires special attention to security and privacy issues in order to protect our business and that of our members. Installations of such remote access systems or other external connections require the approval of the Information Services Department.

Remote computers connected to Wasco County technology resources must be actively protected by anti-virus software with up-to-date virus definitions.

### ***Policy Exceptions***

Exceptions or waivers to these policies require the approval of the Wasco County Information Services Department. Appropriate documentation providing business justification for non-compliance is required, as well as full documentation of the business and technical reasons for granting the waiver.

### ***Electronic Mail System***

You are reminded to be courteous to other users of the e-mail system and always conduct yourself in a professional manner. E-mail messages are sometimes misdirected or forwarded and may be viewed by persons other than the intended recipient. You should write e-mail communications with no less care, judgment, and responsibility than you would use for letters or internal memoranda written on Wasco County letterhead. As with all other communications, email messages are part of the public record and subject to disclosure.

You should know that even when a message is erased through e-mail it is still possible to retrieve and read that message. We expect employees to respect others' privacy, and not retrieve or read electronic messages unintended for them unless authorized to do so. The use of passwords for security does not guarantee confidentiality.

### ***Wasco County Personal Computers***

To protect the integrity of our systems, all software used on Wasco County computers must be registered with the Information Services Department. Personal or downloaded software for business purposes may only be installed after written authorization. A virus check of all such software must be made immediately before it is installed on any Wasco County computer. A virus check must also be made of any disk originating or used on any computer outside of Wasco County prior to use on a Wasco County computer. Copy or transfer of Wasco County-owned software may occur only with the written authorization of the Information Services Department.

### ***Telephone Usage***

Wasco County realizes that employees must occasionally make and receive personal telephone calls at work. Such calls must be held to a minimum, and should impact your work as little as possible. Unauthorized, excessive or improper use of the telephone, including Wasco County provided cell phones, and charging long distance calls to Wasco County, will result in corrective action, up to and including termination.

### ***Voice Mail System***

The voice mail system at Wasco County belongs to Wasco County and is provided for use in conducting Wasco County business. All communications and information transmitted by, received from, or stored in this system are Wasco County records. You have no right of personal privacy in any matter stored in, created, received, or sent over the voice mail system. Wasco County in its discretion reserves and may exercise the right to monitor, access, retrieve, and delete any matter stored in, created, received, or sent over the system, for any reason and without employee permission. You are not authorized to retrieve or listen to any voice mail messages that are not sent to you. Any exception to this policy must receive prior approval from management officials with authority to waive the policy. Please remember that messages on the voicemail system are subject to public record and disclosure laws.

### ***Cellular Telephones***

Wasco County may provide a county owned cellular telephone or a monthly cellular telephone allowance to employees in designated positions who regularly make County business calls while away from the office.

Employees receiving a cellular telephone allowance must use the allowance to obtain a reliable cell phone and reliable cell phone service. The allowance and any reimbursement will be considered part of the employee's official compensation and will be reported as taxable income. The cell phones, because they are the property of the employee, may be used for both personal and Wasco County business. Cell phone expenses over and above the amount of the allowance will not be covered by Wasco County and will be considered the employee's responsibility. Wasco County may annually determine the amount of the cellular telephone allowance.

Employees provided with a Wasco County owned cellular telephone, must restrict the use of the telephone to County business.

Oregon law prohibits the use of cell phones while driving, unless, at a minimum, the driver uses a "hands-free accessory." Employees may not drive on County business and use a cell phone, unless a "hands-free" device or accessory is used. Please note, the use of a speaker phone is not considered a "hands-free" accessory. Texting while driving is strictly prohibited.

### ***Social Media Policy***

Wasco County's vision supports the use of technology in improving services to employees, customers and the citizens of Wasco County. The policy of Wasco County is to support technology advancements, including social media outlets, when they are determined to be work-related, show benefits to County business and create efficiencies or increased effectiveness of services.

The goal of the policy is to establish consistency in using Social Media to communicate with a determined audience and guidance to Department's that choose to develop or create social media tools for the purpose of the work conducted within Wasco County.

The complete Wasco County Social Media Policy, with procedural steps, can be referenced on the Wasco County shared "s:" drive.

## **PERFORMANCE MANAGEMENT AND REVIEW**

To establish a meaningful performance evaluation system upon which Wasco County can continuously monitor the effectiveness of Wasco County and its operations, all employees will receive regularly scheduled formal performance evaluations.

The objectives of our performance management and formal appraisal process are:

- To ensure that each employee knows how he/she is performing against established performance standards;
- To determine how well Wasco County is doing in assisting with work performance and objectives;
- To ensure communication and two-way feedback;
- To provide a tool for career planning; and,

- To provide a permanent record of employee performance and Wasco County contributions.

Managers and supervisory personnel are accountable for providing employee development actions designed to improve and enhance employee performance such as:

- Reasonable employee training;
- Assigning, directing, controlling, and reviewing employee work;
- Assisting employees in correcting deficiencies; and,
- Objectively evaluating employee performance during the evaluation period.

Our performance appraisal program is intended to be participatory and equally involves both your input and your supervisor's input. This allows you to contribute to the growth and improvement of Wasco County. You are encouraged to:

- Inquire about your performance periodically;
- Accept additional responsibilities and show initiative;
- Review opportunities for advancement within Wasco County;
- Ask for assistance in developing a goal-oriented path for advancement within the department or Wasco County; and,
- Learn about training available to assist you in improving your skills or qualifying for a promotion or lateral transfer.

Performance evaluations serve as one factor in decisions related to employment such as training, merit pay increases, job assignments, employee development, promotions, and retention. Reports are to identify specific performance levels as compared to established standards, to acknowledge the merit of outstanding performance, and to prescribe the means and methods of improving performance deficiencies to the required level of performance.

## **CORRECTIVE ACTION**

Our high performance expectations reflect our belief that everyone benefits when we work together and conduct ourselves in a manner that reflects the best interests of both Wasco County and its employees. It is the philosophy of Wasco County to correct performance deficiencies and address violations of policies and work rules in order to correct situations and avoid repetition. You will be informed if corrective action is necessary as soon as possible after any performance problem has been identified. Your manager or supervisor will discuss the situation with you, explaining the policy and the necessity of corrective action to avoid other disciplinary actions. You will be informed of the facts and observations leading to the decision to take corrective action as well as the proposed corrective action measures to be taken. You will be given the opportunity to provide additional information for consideration or to clarify any misunderstandings before corrective action is taken.

Corrective action may include any of a variety of actions depending on the circumstances and severity of the particular situation. Although the seriousness of a particular violation may warrant skipping any of these steps, the process is generally administered in the following order:

1. Verbal counseling with you for minor offenses. The counseling will be conducted in private, as soon as possible after the offense has occurred. It will be documented in writing by your supervisor for your personnel file.

2. Written warning for more serious violations or when an employee has had a previous verbal warning for minor offenses and has repeated them or fails to take the necessary corrective action. Written documentation will contain the facts surrounding the offense, previous verbal counseling, if any, plan of action for correcting the offense, and reference to the fact that further disciplinary action (including the possibility of termination) will be necessary if the offense is not corrected. The employee will be asked to sign a copy of the documentation before it is placed in the personnel file. Employees are given a copy of all written warnings. As part of the written warning, a letter of expectation may be presented to the employee that clearly outlines changes to be made and what the specific expectations are to be met and by when.
3. Suspension will be used for major violations of policy or when previous verbal counseling and/or written warning have been ineffective in correcting the offense(s). Suspension may also be used to remove an employee from Wasco County premises during an investigation (non-disciplinary) and/or to determine appropriate disciplinary action. This may be the final step in the disciplinary procedure before discharge. A suspension may be paid or unpaid. If you are suspended, it will be documented in your personnel file and you will receive a copy.
4. Discharge may result for violations of a nature that warrant it, or when previous disciplinary action has not been effective. Supervisors are required to obtain approval prior to initiating any discharge action. All documentation and decisions must be reviewed and approved by Human Resources and the Administrative Officer prior to discharge. Discharge decisions are confirmed in writing for the personnel file. The discharged employee also receives a copy.

At any step in this process, an employee may be referred to the Employee Assistance Program (EAP) may be used in conjunction with other discipline to elicit the change in performance or behavior. Use of the EAP does not constitute one of the steps of corrective action as it is described here.

The corrective action process will not always commence with verbal counseling or include each step. The above options are not to be seen as a process in which one step always follows another. Some acts, particularly those that are intentional or serious, warrant more severe action on the first or a subsequent offense. Consideration will be given to the seriousness of the offense, your intent and motivation to change the performance, and the environment in which the offense took place.

In lieu of terminating the employment of an employee for serious violations of County policies, procedures and rules and for other inappropriate behavior or conduct, the County may choose to provide the employee a final opportunity to continue employment in the form of a last-chance agreement. The County may also choose to send the employee to training or an education opportunity. Another form of corrective action for employees that are new to their position may be the extension of their probationary period to allow the employee more time to correct any deficiencies in their performance.

Wasco County supports use of the Dispute Resolution Procedure if you feel you have been unfairly treated or unjustly disciplined. Represented employees should also refer to their collective bargaining agreement for applicable disciplinary processes.



# COMPENSATION

## **PAY PRACTICES**

### ***Paydays***

You will be paid semi-monthly. Paydays are generally on the 10th and 25th day of each month with timesheets due to payroll on the 1<sup>st</sup> and 16<sup>th</sup> of each month. If the payday falls on Saturday or Sunday it will be paid on the preceding Friday. If a Wasco County holiday falls on payday, you will receive your check on the last workday prior to the holiday unless it falls on Saturday or Sunday as described above.

### ***Payroll Deductions***

Certain mandatory and elective deductions are made from employee pay, and are noted on the paycheck stub. The only deductions made are those mandated by law, authorized by you in writing, or through collective bargaining agreements, provided such deductions are not otherwise prohibited by state regulations.

## **HOURS OF WORK AND WORK SCHEDULES**

### ***Wasco County Hours***

The general office hours at Wasco County will be between 8:00 a.m. to 5:00 p.m., Monday through Friday; however some departments may have different hours and workdays. Please consult your supervisor for the hours of work that are specific to your department.

Specific workday and workweek schedules for each employee will be determined by the appropriate Director based on Wasco County's needs. We will attempt to notify you of any changes in workdays or workweek schedules two weeks prior to the effective date of change. Management reserves the right to modify schedules consistent with the needs of Wasco County.

The normal schedule is 7.5 hours per day and 37.5 hours per week Monday through Friday; however, specific departments may have different working hours. The County's workweek is Sunday 12:00 midnight to Saturday at 11:59 p.m. If you are a non-exempt employee, you should not begin work before your normal starting time nor continue working beyond the normal quitting time without advance approval from your supervisor.

### ***Overtime***

You may occasionally be required to work overtime. Overtime hours will be paid to non-exempt employees at one and one-half times the basic straight time hourly rate for all hours worked in excess of 40 in a given workweek, or as otherwise required by state and/or federal laws or an applicable collective bargaining agreement. Paid time off will not be considered in computing the 40 hours after which overtime is paid. Your department supervisor must approve any overtime hours in advance; employees who work unauthorized overtime may be subject to discipline, up to and including termination. Supervisors/managers are responsible to ensure that no unauthorized overtime hours are worked. Represented employees should also refer to their collective bargaining agreement for additional information on overtime pay.

### ***Compensatory Time Off***

Compensatory time off in lieu of overtime pay is allowed at the County's discretion. Requests for compensatory time off must be authorized in writing by the employee or by provisions in a collective bargaining agreement or memorandum of agreement. Authorizations will remain in effect until withdrawn in writing by the employee or collective bargaining agreement. Use of compensatory time

off must be arranged by mutual agreement between the employee and supervisor. Accrual of compensatory time will be capped at 40 hours within a 6 month period. All compensatory time must be taken within a 6 month period of the time that it was initially accrued. Any compensatory time remaining on the books at the end of the fiscal year (June 30<sup>th</sup>) will be paid out to the employee.

### ***Meal and Rest Periods***

Meal and rest periods will be provided for you according to federal and Oregon law. Non-exempt employees are not permitted to work through a meal period or a break and are not legally allowed to reserve their break times to be added to their meal period. While some state law exclusions do apply, it is not the practice of Wasco County to have non-exempt employees skip their meal or break periods.

### ***Voluntary, Social and Recreational Activities***

Participation in trainings or seminars that are not required as part of your employment are voluntary and are not considered time worked. Wasco County may or may not reimburse you for expenses associated with voluntary trainings or seminars at its sole discretion. Participation in off-duty social or recreational activities such as Wasco County picnics and holiday parties is entirely voluntary. Participation or nonparticipation will not affect your wages, hours, working conditions, or present or future employment opportunities.

### ***Emergency Closing***

The safety of our employees is a priority for Wasco County. We know that there may be circumstances beyond our control, such as inclement weather, national crises, or other emergencies that may affect our hours of operation. On these occasions, Wasco County offices may close for all or part of a regularly scheduled workday.

When an emergency situation occurs where Wasco County is closed, all full-time exempt and non-exempt employees will receive pay for the closure. No overtime will be paid during this time.

Exceptions may apply to emergency personnel and those individuals who are required to report to their designated work location, to ensure the operation of essential functions or departments during an emergency. Employees will continue to receive health benefits and any other benefit that do not require a physical presence for eligibility.

Should inclement weather occur during the work day, the Wasco County Board of Commissioners and the Administrative Officer will make the determination regarding what time, if and when, the business will close. All employees will be paid for their scheduled hours for the remainder of the day, if closure occurs.

Upon determination that Wasco County will be closed due to an emergency situation, all efforts will be made to notify employees properly. The company website will reflect the closure; the local radio station will reflect the closure and each supervisor will be expected to notify their team members.

Upon the company reopening all employees are expected to return to work. For any employee who needs more time to tend to repairs or damage beyond the norm, our normal leave of absence policies will apply. In these cases, employees should stay in close communication with their manager to ensure the time off is considered properly.

## **EMPLOYEE-INCURRED EXPENSES AND REIMBURSEMENT**

Wasco County will pay all actual and reasonable business-related expenses you incur while performing your job responsibilities. All such expenses must be pre-approved by your supervisor before payment will be made.

Expense reports must be supported by proofs of purchase, e.g., line item detailed receipts. Expense reports are due to the Finance Office within five days following the end of the month. Please see the Wasco County Fringe Benefits and Employee Reimbursements' Policy for specific details.

### ***Mileage Reimbursement***

It is the policy of Wasco County to use County vehicles when available for all business related travel. When you use your own vehicle for Wasco County business, you will be reimbursed for Wasco County-related business travel at the current rate per mile determined by the IRS, provided that you are not on a vehicle plan.

In order to recover these costs, an expense report must be signed by you and dated, initialed by your supervisor/manager, and submitted to the Finance Office for processing according to policy. If you have questions about expense reports and mileage allowances, ask your supervisor.

You assume liability for your vehicle when you use it for business purposes. All employees who want to use their personal vehicles for Wasco County business must sign statements verifying that they have a current driver's license and the minimum vehicle liability insurance required by state law. Your auto insurance will be primary. You will be responsible for your vehicle upkeep, premiums and deductibles related to its use. Any employee that drives a County vehicle will be required to participate in vehicle safety measures, including annual driving record checks.

# BENEFITS

## **HEALTH INSURANCE BENEFITS**

**Collective Bargaining agreements will generally identify and clarify all benefits as they pertain to their members. If you are a member of a collective bargaining group please refer to your agreement for specific information on Wasco County benefits.**

Wasco County currently provides health insurance coverage for all employees and their dependents if they are eligible to participate in the plan. You will be provided with information about the plan at the time you become eligible to participate. You are asked to review the summary plan description for answers to questions you may have. Any need for further information should be referred to the plan provider or Human Resources.

Policies, provisions, and procedures that govern Wasco County's benefit program apply to all regular full-time and part-time employees, whether exempt or non-exempt, unless otherwise stated in a particular benefit plan. Benefits do not apply to temporary or on-call employees.

### ***Medical, Vision and Dental Insurance***

Employees working 21.75 hours or more per week are eligible for insurance on the first of the month following two complete months of employment. Temporary and on-call employees are not eligible to participate in the insurance coverage.

### ***Public Employee Retirement System (PERS)***

The Public Employees Retirement System was established on July 1, 1946, to help members plan for financial security after retirement from public employment. In addition to retirement benefits, PERS has provisions for death and disability benefits and for refunds of contributions, plus interest, to members who separate from public employment. PERS provides a range of retirement services to public employees in the state of Oregon. Wasco County is one of 900 public employers that participate in the PERS System. If you are an eligible employee you will be enrolled in the PERS system after six months of employment or 600 hours. Wasco County and you will be required to contribute a percentage of your gross income into the PERS system. For detailed information on the PERS systems go to [www.oregon.gov/PERS](http://www.oregon.gov/PERS).

### ***Section 457 Retirement Account (Deferred Compensation Plan)***

The Section 457 deferred compensation plan is a program that lets you, on a voluntary basis, authorize a portion of your salary to be withheld and invested in a group variable annuity for payment to you at a later date. Neither the contributed amount nor any investment earnings are subject to current federal and state income taxes. Taxes become payable when the deferred income plus earnings are distributed to you at a later date. As an employee of Wasco County you will have the choice to participate in a deferred compensation plan. Within these plans you have many different investment options to choose from. For additional details please see the plan literature.

### ***Workers' Compensation***

Workers' compensation is a "no-fault" system that provides compensation for medical expenses and wage losses to employees who are injured or who become ill because of employment. Wasco County pays the entire cost of workers' compensation insurance. The insurance provides coverage for related medical and rehabilitation expenses and a portion of lost wages to employees who sustain an injury on the job.

If an employee sustains a job-related injury or illness, it is important to notify the supervisor and Human Resources immediately. The supervisor will complete an injury report with input from the employee and return the form to the Human Resources department. Human Resources will file the claim with the insurance company. In cases of medical emergencies, report to the nearest emergency room. Workers' compensation time-loss benefits (paid or unpaid) will run concurrently with FMLA leave, if applicable, where permitted by federal law.

### ***Group Life/ADD Insurance***

We provide group life insurance coverage for eligible employees. Employees who are regularly scheduled to work 21.75 hours per week or more become eligible for this coverage after the completion of two full calendar months. The amount of insurance coverage is \$5000. Wasco County pays the full premium on behalf of the employee.

### ***Long Term Disability***

Wasco County provides a Group Long-term Disability plan. Employees who are regularly scheduled to work 21.75 hours or more per week become eligible for this plan on the first of the month following completion of two complete months of service. Wasco County pays the full premium.

### ***Section 125 Plan***

Wasco County provides premium only, medical reimbursement and childcare, Section 125 Plans that allow employees to use pre-tax dollars to pay for group medical or dental premium contributions, eligible healthcare expenses, and eligible dependent care expenses. Details will be provided to employees at the time of eligibility.

## **EMPLOYEE ASSISTANCE PROGRAM**

Wasco County recognizes that employees and their family members may, from time to time, face personal issues that affect their careers and personal lives, or both. Solutions to some of these problems may not be readily apparent. To this end, we offer, at no expense to you, the services of outside professional counseling for you and your family to help deal with personal problems such as working relationships, family relationships, substance abuse, finance management, etc. You or a member of your family may consult with these professionals on a confidential basis at no cost for up to three visits. Literature describing plan provisions and how to contact our providers is made available during your orientation period and to all staff members as plan provisions change.

The EAP is provided by Reliant Behavioral Health (RBH) and they can be reached at 1-866-750-1327 or online at [www.myrbh.com](http://www.myrbh.com). The EAP carrier may be changed at any time.

On termination for any reason, employees are entitled only to those benefits that are offered at the time separation takes place. Any benefits offered in this manual apply only so long as the manual is current. They do not provide vested rights.

## **VACATION BENEFIT**

Vacation benefits are outlined here and/or in any collective bargaining agreements. You may also refer to the Wasco County Vacation Policy for additional clarification. All employees that work 21.75 hours or more are eligible for vacation awards according to the schedule below. Awards are based on the

employee's FTE status at the time vacation is awarded. No vacation time may be taken or paid during the introductory/probationary period, unless specific arrangements have been made at the time of hire.

You will be awarded vacation benefits according to the following schedule:

- |  |             |
|--|-------------|
| • Awarded after 6 months                       | one week    |
| • Awarded after completing 1 year of service   | one week    |
| • Awarded January 1 <sup>st</sup> of each year | two weeks*  |
| • Awarded after 5 years of service             | three weeks |
| • Awarded after 10 years of service            | four weeks  |

\*Two weeks will be awarded on January 1<sup>st</sup> of each year after a full year of employment has been completed.

Continuous service will be calculated from the first of the month following your date of hire.

We provide vacation so you can enjoy periods of time away from work. Vacation is intended for rest and recreation and may not be paid out. Time is not to be banked and never used; therefore, the employee has 15 months from the date that the vacation was awarded to use it or it will be lost (i.e. vacation must be used by March 31<sup>st</sup> of the calendar year).

Employees who want to use vacation time should request time off as early as possible so that arrangements for coverage can be made. Requests for vacation time are to be made in writing and submitted to your supervisor. Generally, employees will not be allowed more than two weeks off at a time. We will try to grant each request, but we cannot guarantee your request will be approved. In the event of competing requests for times submitted concurrently, approval will be given to the employee with the longest tenure for the first week of vacation each calendar year.

## **SICK LEAVE BENEFIT**

Wasco County provides eligible employees with sick leave in accordance with Oregon's Paid Sick Leave Law. This policy will be updated as necessary to reflect changes in and to ensure compliance with Oregon law.

Employees with questions about this policy may contact Human Resources. Please also refer to the Oregon Sick Leave Law poster that is posted outside the Human Resources Office and in each department within Wasco County.

### ***Eligibility and Accrual of Paid Sick Leave***

Under Oregon's Paid Sick Leave Law and this policy, "employee" includes part-time, full-time, hourly, salaried, exempt and non-exempt employees. Sick leave runs concurrently with Oregon Family Medical Leave, federal Family and Medical Leave and other leave where allowed by law.

Employees begin to accrue paid sick leave on the first day of employment, but may not use paid sick leave until the 91st day of employment. After the 91st day of employment, paid sick leave may be used as it is accrued.

Paid sick leave shall accrue at the rate of one day for every month worked. Paid sick leave shall be taken in hourly increments.



### ***Pay Rate and Carryover***

Paid sick leave will be paid at the employee's regular rate of pay. Exempt employees are presumed to work at least 37.5 hours in each workweek for purposes of their sick leave accrual. Generally, sick leave pay will be included in the paycheck for the next payroll period after sick leave is used, provided the employee submits adequate documentation verifying that the absence was for a qualifying reason as defined in the "Use of Sick Leave" section below.

Sick leave is meant to be used or carried over; any unused sick leave will not be cashed out upon separation from employment. If an employee leaves employment and is rehired within 180 days, the employee's sick leave balance will be restored.

### ***Use of Sick Leave***

Accrued paid sick leave may be used for the following reasons:

1. For the diagnosis, care or treatment of a mental or physical illness, injury or health condition or need for preventive medical care. This is available for the employee or his/her covered family member.
  - "Family member" means the eligible employee's grandparent, grandchild, spouse, or registered same-gender domestic partner, and the domestic partner's child or parent; the employee's stepchild, parent-in-law or a person with whom the employee was or is in a relationship of *in loco parentis*; and the employee's biological, adoptive or foster parent or child.
2. For any purpose allowed under the Oregon Family Leave Act, including bereavement leave.
3. If the employee, or the employee's minor child or dependent, is a victim of domestic violence, harassment, sexual assault or stalking as defined by Oregon law and requires leave for any of the purposes under Oregon's domestic violence leave law (ORS 659A.272).
4. In the event of certain public health emergencies or other reasons specified under Oregon's sick leave law.

Employees absent from work for a qualifying reason must use accrued sick time hours for that reason and on each subsequent day of absence.

### ***Employee Notice of Need for Sick Leave***

***Foreseeable Sick Leave.*** If the need for sick leave is foreseeable, an employee must notify his or her Director or Manager as soon as practicable, before the leave, using Wasco County's call-in/notification procedure. Generally, an employee must provide at least 10 days' notice for foreseeable sick leave. The request shall include the anticipated duration of the sick leave, if possible. Employees must make a reasonable effort to schedule foreseeable sick time in a manner that minimally disrupts the operations of Wasco County. Employees must notify their director or manager of any change in the expected duration of sick leave as soon as is practicable.

***Unforeseeable Sick Leave:*** If the need for sick leave is unforeseeable, the employee must notify their Director or Manager as soon as practicable and comply generally with Wasco County's call-in procedures. Generally, an employee should notify his/her immediate Director/Manager of unforeseeable sick leave at least 1 hour prior to the beginning of his/her shift, unless physically unable to do so, at which time notice should be given as soon as possible.

An employee must contact his/her supervisor daily while on sick leave, unless an extended period of sick leave has been prearranged with the supervisor or when off work on protected leave. The employee shall inform his/her supervisor of any change in the duration of sick leave as soon as practicable.

If an employee fails to provide proper notice or make a reasonable effort to schedule leave in a manner that is only minimally disruptive to the organization and operations, Wasco County may deny the use and legal protections of sick leave.

### ***Sick Leave Documentation***

If an employee takes more than three consecutive scheduled workdays as sick leave, Wasco County may require reasonable documentation showing that the employee was absent for an approved reason. Reasonable documentation includes documentation signed by a healthcare provider, or documentation for victims of domestic violence, harassment, sexual assault or stalking.

### ***Sick Leave Abuse***

If Wasco County suspects sick leave abuse, including but not limited to repeated use of unscheduled sick leave or repeated use of sick leave adjacent to weekends, holidays, vacations and paydays, Wasco County may require documentation from a healthcare provider on a more frequent basis. Employees found to have abused sick leave as described here may also be subject to discipline, up to and including termination.

## **Paid Holiday Benefit**

Wasco County observes the following holidays each year, and our offices are officially closed on these days:

New Year's Day	Labor Day
Martin Luther King Jr.'s Day	Veteran's Day
Presidents' Day	Thanksgiving Day
Memorial Day	Independence Day
Christmas Day	

### ***Eligibility***

Employees regularly scheduled to work 21.75 hours or more per week will be paid for the above holidays. Holiday pay will be pro-rated based on the FTE of the position that you fill. For instance, an employee with a 75% FTE working in a position that is classified as 40 hours per week would receive 6 hours of holiday pay because he/she is working 75% of full-time.

### ***Floating Holidays***

Each employee regularly scheduled to work 21.75 hours or more will be awarded, based on your FTE, one floating holiday each year starting on their 1st anniversary. This floating holiday must be used during your anniversary year or it will be lost.

# LEAVES OF ABSENCE

# LEAVE OF ABSENCE POLICY

We realize that our employees may encounter situations that require a temporary but extended absence from work. We offer several different types of leaves of absence for that purpose:

Bereavement Leave	Disability Leave (Non-FMLA/OFLA)	Family and Medical Leave
Jury Duty	Military Leave	Personal Leave
Sick Leave	Educational Leave	Domestic Violence Leave
Pregnancy Leave		

Not all of these leaves are available to all employees; each leave has a different set of eligibility requirements, as well as a different procedure for requesting each – see below. The effect of the leave on benefit accruals, benefits, and reinstatement rights also varies according to the type of leave you are requesting. Each of these leaves is discussed on the following pages. If you have any questions about your potential eligibility for a leave or your benefits and rights while on a leave, please contact the Human Resources Department.

## BEREAVEMENT LEAVE

Employees who have worked for Wasco County for 180 calendar days and averaged at least 25 hours per week may take up to two weeks of unpaid bereavement leave per death of a Family Member (defined below). Employees who have worked for Wasco County for 90-180 days may use up to 40 hours of accrued sick leave for bereavement purposes and who have experienced the death of a Family Member (defined below). Employees who have worked for Wasco County for fewer than 90 days may use their three days of paid bereavement leave provided by Wasco County.

Wasco County offers 3 paid days of bereavement leave for all employees, regardless of how long they have been with Wasco County. For those employees that are eligible under OFLA, for up to two weeks of bereavement leave, they may use sick or vacation time to help pay for the additional time away from work, beyond the initial 3 days of paid bereavement leave offered by Wasco County.

Spouse/Same-sex Domestic Partner	Child/Stepchild	Parent/Step-Parent
Adoptive Parent/Foster Parent/Loco parentis	Sister/Brother	Grandparent
Grandchild/ Child of same-sex Domestic Partner	Domestic Partner Parent	Foster/Step-Child
	Father-in-law	Mother-in-law

Bereavement leave may be used to attend the funeral or alternative to a funeral of the family member, to make arrangements necessitated by the death of the family member, or to grieve the death of the family member. The two weeks of bereavement leave must be taken in the 60-day period following notice of death of a family member, and will be deducted from the employee's available leave time under OFLA.

For purposes of this policy, "Family Member" is defined to include the employee's spouse, same-sex domestic partner (registered), child, parent, parent-in-law, grandparent, or grandchild, or the same relations of an employee's same-sex domestic partner (registered) or spouse.

#### ***Request Procedure***

Employees who wish to take bereavement leave must inform their department Manager/Director as soon as possible after receiving notification of a Family Member's death. Although prior notice is not required, oral notice must be provided within 24 hours of beginning leave. Written notice must be provided to the employer within three days of returning to work. Employees are required to use any available sick leave during the period of bereavement leave; vacation time will be used if the employee has no available sick leave.

## **CIVIC DUTY LEAVE**

#### ***Jury or Witness Duty***

Employees subpoenaed to serve as witnesses or on jury duty may obtain a leave of absence. If we feel that your absence would cause an undue hardship to you or Wasco County, we may request that you attempt to be excused from jury duty. Service as a witness for court appearances or administrative proceedings based on your personal legal actions (or those of your immediate family) will be considered unpaid time away from work, but you may use any accrued vacation time to cover the absence.

#### ***Length of Leave***

Jury or witness duty leave is available for the period of time covered by the initial subpoena or court order and any involuntary extensions. You will be required to present proof of service.

#### ***Request Procedure***

You must notify your manager or supervisor as soon as is practicable after you receive notice asking you to serve as a witness or on a jury so that arrangements can be made to cover your position. You are expected to provide us with a copy of the subpoena or notice within five days after you've received it.

#### ***Pay While on Leave***

You will be compensated at your regular rate of pay for the duration of your service. Any pay or allowances that you receive for completing your civic duty must be signed over to Wasco County in order to receive your normal pay.

#### ***Status of Benefits***

Benefits are not affected by jury or witness duty leaves.

#### ***Reinstatement***

Upon return from jury or witness duty leave you will be reinstated to the same position you held at the time your leave began, subject to our general reinstatement policy. You are expected to report to work during regular work hours when not in court. If requested, you must supply proof of appearance in court or jury service.

## **FAMILY AND MEDICAL LEAVE**

The following is a summary of Family and Medical Leave policy and procedures under the federal Family Medical Leave Act (FMLA) and the Oregon Family Leave Act (OFLA). Generally, and as will be discussed, eligible employees are entitled to 12 weeks of unpaid leave of absence for the reasons identified below. Federal and state law prohibit retaliation against an employee with respect to hiring or any other term or condition of employment because the employee asked about, requested or used Family and Medical Leave. In all cases, applicable Oregon and federal laws, rules, policies and collective bargaining agreements govern the employee's and Wasco County's rights and obligations, not this policy.

Employees seeking further information should contact the Human Resources Manager. Please also refer to the "Employee Rights and Responsibilities under the Family Medical Leave Act" and "Oregon Family Leave Act" notices posted in the hallway to the Human Resources office and within each department within Wasco County, which are incorporated here by reference.

### ***Definitions***

#### ***Child/Son or Daughter***

For purposes of OFLA, "child" includes a biological, adopted, foster or stepchild, the child of a registered same-sex domestic partner or a child with whom the employee is in a relationship of *in loco parentis*. For purposes of OFLA Serious Health Condition Leave, the "child" can be any age; for all other types of leave under OFLA, the "child" must be under the age of 18 or over 18 if incapable of self-care.

A "son or daughter" is defined by FMLA as a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing *in loco parentis* who is either under 18 years of age or is 18 years of age or older and "incapable of self-care because of a mental or physical disability" at the time FMLA leave is to commence. FMLA also provides separate definitions of "son or daughter" for FMLA military family leave that are not restricted by age – see below.

### ***Eligible Employee***

OFLA – To qualify for OFLA leave for a Serious Health Condition or Sick Child Leave, an employee must have been employed for at least 180 days and worked an average of at least 25 hours per week. To qualify for Parental Leave under OFLA, an employee must have been employed for at least 180 days (no per-week hourly minimum is required).

OMFLA – For purposes of Oregon Military Family Leave Act leave, the employee need have only worked 20 hours per week (no minimum length of employment required). A different calculation method applies for reemployed service members under USERRA who seek OMFLA leave; see the Human Resources Manager for more information.

FMLA – Employees are eligible for FMLA leave if they have worked for a covered employer for at least one year (which may be based on separate stints of employment) and for 1,250 hours during the 12 months preceding the date leave is to begin. They must also be employed at a worksite where 50 or more employees are employed by the employer within 75 miles of that worksite.

Leave under Oregon and federal law will run concurrently when permitted.

### ***Family Medical Leave***

This includes all of the types of leave identified in the section below, entitled "Reasons for Taking Leave," unless otherwise specified.

### ***Family Member***

- For purposes of FMLA, “family member” is defined as a spouse, parent or a “son” or “daughter” (defined above).
- For purposes of OFLA, “family member” includes the definitions found under FMLA and also includes adult children (for “serious health condition” leave only), a parent-in-law, grandparent, grandchild, registered same-sex domestic partner, and parent or child of a registered same-sex domestic partner.

### ***Serious Health Condition***

“Serious health condition” is defined under FMLA and OFLA as an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee’s job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition.

Other conditions may meet the definition of a “serious health condition”; see the Human Resources Manager for more information. The common cold, flu, earaches, upset stomach, minor ulcers, headaches other than migraine, routine dental or orthodontia problems, periodontal disease, and cosmetic treatments (without complications), are examples of conditions that are not generally defined as serious health conditions.

### ***Reasons for Taking Leave***

Family Medical Leave may be taken under any of the following circumstances:

1. Call to Active Duty Leave: Eligible employees with a spouse, son, daughter or parent on active duty or call to active duty status in the regular Armed Forces, National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain “qualifying exigencies.” “Qualifying exigencies” may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings. This type of leave is available under FMLA only; however, under OFLA, specifically under the Oregon Military Family Leave Act, during a period of military conflict, as defined by the statute, eligible employees with a spouse or registered same-sex domestic partner who is a member of the Armed Forces, National Guard, or military reserve forces of the U.S. and who has been notified of an impending call or order to active duty, or who has been deployed, is entitled to a total of 14 days of unpaid leave per deployment after the military spouse or registered same-sex domestic partner has been notified of an impending call or order to active duty and before deployment and when the military person is on leave from deployment.
2. Employee’s Serious Health Condition Leave: To recover from or seek treatment for an employee’s serious health condition, including pregnancy-related conditions and prenatal care.
3. Family Member’s Serious Health Condition Leave: To care for a family member with a serious health condition.
4. Parental Leave: For the birth of a child or for the placement of a child under 18 years of age for adoption or foster care. Parental leave must be completed within 12 months of the birth of a newborn or placement of an adopted or foster child.
5. Pregnancy Disability Leave: For incapacity due to pregnancy, prenatal medical care or birth.

6. Service member Family Leave: Eligible employees may take up to 26 weeks of leave to care for a “covered service member” during a single 12-month period. A “covered service member” is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list. Under some circumstances, a veteran will be considered a “covered service member.” This type of leave is available under FMLA only.
7. Sick Child Leave: To care for a child who suffers from an illness or injury that does not qualify as a serious health condition but that requires home care. This type of leave does not provide for routine medical and dental appointments or issues surrounding the availability of childcare when the child is not ill or injured. Sick child leave is not available if another family member is able and willing to care for the child. This type of leave is available only to employees who are eligible under OFLA.
8. Bereavement Leave. This type of leave is addressed under OFLA; see the Bereavement Leave Policy within this handbook for more information.

### ***Length of Leave***

In any One-Year Calculation Period, eligible employees may take:

- Up to twelve (12) weeks of Parental Leave, Serious Health Condition Leave (employee’s own or family member), Sick Child Leave, or Call to Active Duty Leave;
- In some cases, an additional twelve (12) weeks of leave may be available to an eligible employee for an illness, injury or condition related to pregnancy or childbirth that disables the employee; and
- In some cases, employees who take the entire twelve (12) weeks of OFLA Parental Leave will be entitled to an additional twelve (12) weeks of Sick Child Leave.

When leave is taken for Service member Family Leave, an eligible employee may take up to 26 weeks of leave during the One-Year Calculation Period to care for the service member. During the One-Year Calculation Period in which Service member Family Leave is taken, an eligible employee is entitled to a combined total of 26 weeks of FMLA Leave (some of which may include other types of FMLA-specific leaves of absence).

### ***One-Year Calculation Period***

The “12-month period” during which leave is available (also referred to as the “One-Year Calculation Period”) will be determined by a rolling 12-month period measured forward from the date an employee uses any Family Medical Leave. Each time an employee takes Family Medical Leave, the remaining leave entitlement would be any balance of the 12 weeks which has not been used during the immediately preceding 12 months.

### ***Intermittent Leave***

Intermittent or reduced schedule leave may be taken during a period of Family Member or Employee Serious Health Condition Leave or Service member Family Leave. Additionally, Call to Active Duty Leave may be taken on an intermittent or reduced leave schedule basis. An employee may be temporarily reassigned to a position that better accommodates an intermittent or reduced schedule; employees covered by OFLA will not be reassigned without their express consent and agreement. Employees must make reasonable efforts to schedule planned medical treatments so as to minimize disruption of Wasco County’s operations; including consulting management prior to the scheduling of



treatment in order to work out a treatment schedule which best suits the needs of both Wasco County and the employee. Intermittent leave for Parental Leave is not available.

### ***Employee Responsibilities – Notice***

Employees must provide at least 30 days' notice before Family Medical Leave is to begin if the reason for leave is foreseeable based on an expected birth, placement for adoption or foster care, planned medical treatment for a serious health condition of the employee or of a family member, or the planned treatment for a serious injury or illness of a covered service member (Service member Family Leave). If 30 days' notice is not practicable, such as because of a lack of knowledge of approximately when leave will be required to begin, a change in circumstances, or a medical emergency, notice must be given as soon as practicable.

For Call to Active Duty Leave, notice must be provided as soon as practicable, regardless of how far in advance such leave is foreseeable.

Whether leave is to be continuous or is to be taken intermittently or on a reduced schedule basis, notice need only be given one time, but the employee must let the Human Resources Manager know as soon as practicable if dates of scheduled leave change or are extended, or were initially unknown.

If circumstances change during the leave and the leave period differs from the original request, the employee must notify the Human Resources Manager within three business days, or as soon as possible. Further, employees must provide written notice within three days of returning to work.

Regardless of the reason for leave, or whether the need for leave is foreseeable, employees will be expected to comply with Wasco County's normal call-in procedures. Employees who fail to comply with Wasco County's leave procedures may be denied leave, subject to discipline, or the start date of the employee's Family Medical Leave may be delayed.

### ***Certification***

Generally speaking, employees must provide sufficient information for Wasco County to determine if the leave may qualify for FMLA or OFLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions; the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for either Call to Active Duty or Service member Family Leave.

Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Additionally:

1. Employees requesting serious health condition leave for themselves or to care for a covered family member will be required to provide certification from the health care provider of the employee or the covered family member to support the request.
2. Employees requesting sick child leave under OFLA may be required to submit, at a minimum, a note from a doctor if the employee has requested to use more than three days (i.e., one three-day occurrence or three separate instances) of sick child leave within a one-year period.

Employees must furnish Wasco County's requested medical certification information within 15 calendar days after such information is requested by Wasco County. In some cases (except for leave to care for a sick child), Wasco County may require a second or third opinion, at Wasco County's expense. Employees also may be required to submit subsequent medical verification.

Employees will not be asked for, and they should not provide, any genetic information about themselves or a family member in connection with a FMLA/OFLA medical certification.

### ***Fitness-for-Duty Certification***

If Family Medical Leave is for the employee's own serious health condition, the employee must furnish, prior to returning to work, medical certification (fitness-for-duty certification) from their health care provider stating that the employee is able to resume work.

### ***Holiday Pay While on Leave***

Employees receiving short- or long-term disability will not qualify for holiday pay. Employees using vacation pay or sick pay during a portion of approved Family Medical Leave in which a holiday occurs will qualify to receive holiday pay. Employees who are on unpaid leave during a holiday will not qualify to receive holiday pay.

### ***On-the-Job Injury or Illness***

Periods of employee disability resulting from a compensable on-the-job injury or illness will qualify for FMLA Leave if the injury or illness is a "serious health condition" as defined by applicable law.

OFLA leave will not be reduced by and will not run concurrently with any period the employee is unable to work because of a disabling compensable on-the-job injury; however, if the injury or illness is a "serious health condition" as defined by Oregon law and the employee has refused a bona fide offer of light-duty or modified employment, OFLA leave will commence.

If the employee's serious health condition is the result of an on-the-job injury or illness, the employee may qualify for workers' compensation time-loss benefits.

### ***Benefits While on Leave***

If an employee is on approved FMLA or OFLA Leave, Wasco County will continue the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Employees wishing to maintain health insurance during a period of approved OFLA leave will be responsible for bearing the cost of coverage. Employees will not accrue vacation, sick leave or other benefits (other than health insurance) while the employee is on a FMLA or OFLA leave. The leave period, however, will be treated as continuous service (i.e., no break in service) for purposes of vesting and eligibility to participate in Wasco County's benefit plans.

### ***Job Protection***

Employees returning to work from Family Medical Leave will be reinstated to their former position. If the position has been eliminated, the employee may be reassigned to an available equivalent position. Reinstatement is not guaranteed if the position has been eliminated under circumstances where the law does not require reinstatement.

Employees are expected to promptly return to work when the circumstances requiring Family Medical Leave have been resolved, even if leave was originally approved for a longer period. With the exception of employees on leave as the result of an on-the-job injury or illness or otherwise required by law, reinstatement shall not be considered if the leave period exceeds the maximum allowed.

The use of Family Medical Leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Employees who work for other employers during a "serious health condition" leave may be subject to discipline up to and including termination. Additionally, all employees who use Family Medical Leave for reasons other than the reason for which leave had been granted may be subject to discipline up to and including termination.

## **Personal Leave of Absence**

Full-time, regular employees may be granted an unpaid personal leave of absence under certain circumstances. A personal leave of absence is an approved period of time away from work for personal reasons that does not fall under the guidelines of the Family and Medical Leave Policy. A personal leave of absence is granted at our discretion on an exception basis with the approval of the County Commission.

### ***Eligibility***

You become eligible for a personal leave of absence after twelve months of service. If you want to take a personal leave of absence you must make arrangements with your appointing authority who will then seek the approval of the County Commission.

### ***Length of Leave***

Leave may be granted as a short term leave of absence (less than two weeks) or a long term leave of absence (more than two weeks but not to exceed six months). A personal leave of absence starts on the first regular workday following the last day worked. The maximum leave allowed under this policy is 6 months, unless applicable law requires a longer absence.

### ***Request Procedure***

A written request, using the Leave of Absence Request Form, should be submitted at least 90 days in advance of the leave, except in emergencies. Leave requests must include an expected date of return. If you do not return within three days of that date and no extension has been requested, we'll assume you have resigned.

### ***Pay While on Leave***

Personal leaves of absence are without pay. All available leave banks must be used during an approved leave of absence under this policy.

### ***Status of Benefits***

Benefit coverage will **not** be maintained for you while on a personal leave of absence. You may continue insurance coverage through COBRA by paying the full premium by the first of each month. Benefits do not accrue during a leave of absence, but are retained at the same level. Employees will not receive any accruals while on leave. Annual accruals will be prorated upon return from leave.

### ***Reinstatement***

Wasco County will attempt to arrange employment for individuals returning from a personal leave of absence, **but no guarantees are made**. While you are on a personal leave of absence, you are required to check in with your supervisor on a regular basis (monthly) to inform us of your status and to notify us of any change in personal data.

# UNIFORMED SERVICES LEAVE AND RE-EMPLOYMENT

Regular employees requiring a leave of absence for service in the uniformed services are provided leave and will be re-employed at the end of the leave. Policies governing this leave are designed according to the Uniformed Services Leave and Re-employment Act and applicable state regulations. The policy covers employees who enter active military duty voluntarily and extends to Reservists, National Guard members, or other specially activated units who are called to limited active duty or extended training duty, including regularly scheduled annual training and military summer camp training.

## ***Eligibility***

All employees of Wasco County except those hired on a temporary basis are eligible for leave.

***NOTE: Length of service requirements for benefits provided by Wasco County outside the minimum required by law would be stated here.***

## ***Length of Leave***

The length of military leave is determined by the uniformed service calling you to active duty or military encampment.

## ***Request Procedure***

You must provide written notice, using the Leave of Absence Request Form, of your obligation or intention to perform service in the uniformed services, unless notice is precluded by military necessity or is otherwise unreasonable or impossible. Failure to do so may result in loss of re-employment rights.

## ***Pay While on Leave***

Military leaves are without pay unless you elect to utilize vacation benefits earned before commencement of the leave and are otherwise eligible to use such benefits. You must request and obtain approval to receive vacation pay during military leaves of absence.

## ***Status of Benefits***

Reservists, National Guard members, and veterans returning from military service in the Armed Forces have and retain rights with respect to seniority, vacation, compensation, and length of service pay increases, as may be from time to time provided by applicable statutes of the United States and the state of Oregon. You may maintain health care insurance benefits for up to 18 months while on leave by paying the insurance premium through COBRA for any leave extending beyond 30 days.

## ***Reinstatement***

If you are returning from a Uniformed Services Leave, you must report to work or request re-employment within prescribed time limits, which are based on the length of the leave as follows:

1 to 30 days: You are expected to report to work on the first regularly scheduled workday following completion of training and you will be reinstated to the same position you held at the time the service leave began.

31 to 180 days: If you are a Reservist or National Guard member returning from initial active duty for training you must submit an application for re-employment within 31 days after honorable release from service. You will be reinstated to the same position held at the time the service leave began, provided the leave has been for less than 90 days in length. If the leave is 91 days or longer, when you return

you will be reinstated to the same job, or comparable job in terms of like seniority, status, and pay, as long as you are qualified to perform the duties.

181 days or longer: If you are returning from active duty in the armed services, you must submit an application for re-employment within 90 days after completion of satisfactory service. You will be reinstated to an equivalent position as long as you are qualified to perform the duties and Wasco County's circumstances have not changed to the extent that it would be impossible or unreasonable to provide re-employment. When returning, you must provide documentation to verify your rights to re-employment, including your separation papers. Time limits for application for re-employment are extended for up to two years for disabled veterans.

Failure to file an application within the required time period forfeits the right to re-employment.

## **DOMESTIC VIOLENCE LEAVE**

All employees who are victims of domestic violence, sexual assault or stalking, or are parents of victims (minor children), may be eligible for this leave.

Reasons for taking leave include the employee's (or the employee's dependent's) need to: seek legal or law enforcement assistance or remedies; secure medical treatment for or time off to recover from injuries; seek counseling from a licensed mental health professional; obtain services from a victim services provider; or relocate or secure an existing home.

Employees may use accrued sick or vacation leave; or comp time, to pay for time off under this policy; otherwise, the leave is unpaid.

When seeking this type of leave, the employee should provide as much advance notice as is practicable of his or her intention to take leave, unless giving advance notice is not feasible.

Notice of need to take leave should be provided by submitting a request for leave in writing to the Human Resources Manager as far in advance as possible, indicating the time needed, when the time will be needed, and the reason for the leave. The County will then generally require certification of the need for the leave, such as a police report, protective order or other evidence of a court proceeding, or documentation from a law enforcement officer, attorney, healthcare professional, member of the clergy, or victim services provider.

Finally, employees who are victims of domestic violence, harassment, sexual assault or stalking may be entitled to a "reasonable safety accommodation" that will allow the employee to more safely continue to work, unless such an accommodation would impose an "undue hardship" on the County. Examples of reasonable accommodation, but not limited to, may include: transfer, reassignment, modified schedule, unpaid leave from employment, changed work telephone number, changed work station, installed lock, implemented safety procedure, or any other adjustment to a job structure, workplace facility or work requirement.

Please contact the Human Resources Manager immediately with requests for reasonable safety accommodations.

# HEALTH AND SAFETY

## **ON-THE-JOB INJURY OR ILLNESS**

Wasco County is committed to providing employees with a safe work environment and encouraging safe work habits. It is the objective of Wasco County to return injured workers to employment at the earliest date possible after an injury.

### **EMPLOYEE RESPONSIBILITIES**

#### **Reporting Requirements (no medical attention required)**

Employees are encouraged to report any job-related injury, illness or property damage to their immediate supervisor within 24 hours of an incident.

Employees must provide their immediate supervisor information on how the injury happened by completing an on-the-job accident packet.

#### **Reporting Requirements (medical attention required)**

Employees are encouraged to report any job related injury, illness or property damage to their immediate supervisor within 24 hours of an incident and promptly complete an employee Claim Form (Form 801) and return it to the Human Resources office.

Employees are encouraged to seek treatment the same date as the injury.

*Failure to timely follow these steps may negatively affect your ability to receive benefits.*

If possible, before seeking medical treatment, the employee must obtain an on-the-job accident packet from their supervisor. This packet contains forms that must be presented to their attending physician for completion at the first visit. The completed forms must be returned to the immediate supervisor within 24 hours of the injury, or as soon as medically possible following treatment.

#### **Full Medical Release**

Employees treated within their scheduled work shift and released to work will report immediately to their supervisor with a full medical release from their attending physician. If released after the shift, the employee will contact their immediate supervisor at the beginning of their next scheduled shift. In all cases, employees are required to return all required documentation to their immediate supervisor upon return to work or within 24 hours of the injury.

Failure to report to work or contact an immediate supervisor after treatment of injury will result in disciplinary action up to and including termination.

#### **Modified Work Release**

Employees released to modified work will report immediately to their supervisor with all required documentation from the attending physician outlining their work limitations. If released after the shift, the employee will contact their immediate supervisor at the beginning of their next scheduled

shift. In all cases, employees are required to return all required documentation to their immediate supervisor upon return to work, or within 24 hours.

Failure to report to work or contact an immediate supervisor after treatment of injury will result in disciplinary action up to and including termination.

Employees on modified work release must work within the physical limitations outlined by their treating physician. Failure to do so, or a failure to work safely, will result in disciplinary action up to and including termination.

Employees on modified work release must report in after every doctors' appointment in person. Failure to do so will result in disciplinary action up to and including termination and could affect their reemployment rights.

Employees must notify their immediate supervisor within 24 hours of any changes in their health status or receipt of an updated doctor's release for assessment of work restrictions.

### **Assignment of Modified Work**

Wasco County retains the right to determine whether a modified work assignment can be provided which will be consistent with the treating physician's work restrictions and the needs of the department.

All work will be within the limitations set by the treating physician.

Reasonable effort will be made to accommodate the needs of the employee by modifying his/her present work setting, however, work availability may make it necessary to transfer employees within the department. Such transfers are solely at the option of the employer.

Employees may be required to move from one modified duty assignment to another if their health status changes or they complete an assignment prior to recovery.

Refusal of a physician approved modified job, by either verbal refusal, written refusal or refusal to report to work, will result in a reduction or termination of total or partial wage replacement (ORS 656) and may result in loss of reinstatement rights and future vocational eligibility. Nothing in this paragraph should be interpreted to interfere with any rights of a worker under state or federal law, including, but not limited to the Family Medical Leave Act or the Americans with Disabilities Act.

### **Duration/Type of Modified Duty Assignment**

Wasco County retains the right to determine duration of modified assignments and may alter or end the assignment without prior notice. Continuation of temporary modified work assignments for injured employees will be reviewed regularly.

The employee's recovery progress will be monitored to assess when and how often duties may be changed. All major changes in the work assignment will be made after receiving concurrence from the treating physician.



If an employee has a permanent disability, which restricts their ability to return to regular work, the modified job program may end.

Wasco County will determine whether a continuing modified position exists and whether the employee will be offered the modified job or another position as their new regular assignment.

Wasco County will determine whether the employee's physical restrictions require substantial modification of the employee's job duties and/or work environment and whether such modifications are possible (or are an undue hardship).

To the extent possible Wasco County will consider work site modification to allow the employee to continue employment.

### **Wage Information for Modified Work**

Pay will be at the going rate of pay for the position at the time of injury.

If the modified position pays less than the employee's wage at injury, the County Worker's Comp carrier will pay the difference at the appropriate compensation rate.

### **Scheduling**

Wasco County retains the right to change regular days off and work hours while the worker is in a modified position.

Injured employees working in modified positions are encouraged to schedule therapy and doctor appointments around their work schedules to avoid loss of earning power. (Worker's Comp only pays wages for appointments requiring the worker to be gone from work four (4) or more hours.)

If this cannot be arranged, appointments should be scheduled at the end of the shift. Advance notification of at least 48 hours is required.

### **Progress Evaluation**

The employee's eligibility for modified work will be reviewed at regular intervals. The employee may be asked to obtain a current medical evaluation at that time, if no current medical information is available, to determine medical stability or the appropriateness of return to regular work. The County will then determine if modified work will continue to be made available.

Time worked in a modified position will be considered as time worked in determining seniority.

## **Employees Unable to Return to Work**

If a worker is unable to participate in a modified job or no modified job exists, they will report in at least once every seven (7) days. The supervisor or their designee will contact the injured worker and agree upon a "regular" time and day of the week to maintain regular contact.

In all cases, it is the responsibility of the employee to contact their immediate supervisor at least once every seven (7) days. Disciplinary action, up to and including termination will be taken for employees who fail to report weekly.

All changes in an employee's health status must be presented to their immediate supervisor within 24 hours upon receipt of any updated doctor's release.

All employees must verify with their immediate supervisor their current address and phone number. Any changes must be reported promptly.

Failure to provide changes in medical condition, address or phone number could lead to disciplinary action, up to and including termination.

*This on-the-job injury/illness policy will take effect immediately and may from time to time be revised. All revisions, as recommended and adopted by The Wasco County Court, shall be made part of this policy as if said revisions were fully written hereunder.*

*Nothing in this policy should be interpreted to interfere with any rights of a worker under state or federal law, including, but not limited to the Family Medical Leave Act, the American with Disabilities Act, and ORS 659A.043-.049 (reinstatement and reemployment).*

## **ZERO TOLERANCE WORKPLACE**

Wasco County works to maintain a safe and efficient work environment. Employees who misuse controlled substances, prescription or illegal drugs, or alcoholic beverages pose a risk both to themselves and to everyone who comes into contact with or depends upon them and risks damage to Wasco County's reputation.

Wasco County expects employees to report to work in a condition that is conducive to performing their duties in a safe, effective and efficient manner. An employee's off-the-job as well as on-the-job involvement with drugs and alcohol can have a significant impact on the workplace and can present a substantial risk to the employee who is using alcohol and drugs, to coworkers and others.

This policy applies to all employees (except where noted in this policy or where it is inconsistent with applicable law and/or collective bargaining agreement principles). This policy revises and supersedes all previous drug and alcohol testing policies and practices.

### **Prohibited Conduct**

- Possession, transfer, use or being under the influence of any alcohol while on Wasco County property, on Wasco County time, while driving Wasco County vehicles (or personal vehicles while on Wasco County business), or in other circumstances which adversely affect Wasco County operations or safety of Wasco County employees or others.

- Law enforcement employees may possess or transfer alcohol during the performance of their law enforcement duties, *e.g.*, collecting or transporting evidence.
  - The conduct prohibited by this rule includes consumption of any intoxicating liquor within four hours of reporting to work or during rest breaks or meal periods. If use of alcoholic liquor or an alcohol “hangover” adversely affects an employee's physical or mental faculties while at work to any perceptible degree, or the employee's blood alcohol content exceeds .02 percent, the employee will be deemed "under the influence" for purposes of this rule.
- Possession, distribution, dispensing, sale, attempted sale, use, manufacture or being under the influence of any narcotic, hallucinogen, stimulant, sedative, drug or other controlled substance while on Wasco County property, on Wasco County time, while driving Wasco County vehicles (or personal vehicles while on Wasco County business), or in other circumstances which adversely affect Wasco County operations or safety of Wasco County employees. Employees may not have any detectable amount of narcotic, hallucinogen, stimulant, sedative, drug or other controlled substance in their system while on Wasco County property or on Wasco County time.
  - Law enforcement employees may possess narcotics, drugs or other controlled substances while engaging in law enforcement duties, *e.g.*, collecting or transporting evidence.
  - The conduct prohibited by this rule includes consumption of any such substance prior to reporting to work or during rest breaks or meal periods. If use of such substances or withdrawal symptoms adversely affects an employee's physical or mental faculties while at work to any perceptible degree, or the employee tests "positive" for any such substances by screening and confirmation tests, the employee will be deemed "under the influence" for purposes of this rule.
  - As used in this policy, "controlled substance" includes, but is not limited to, any controlled substance listed in Schedules I through V of the Federal Controlled Substance Act, including marijuana that is otherwise lawful to use under Oregon, Washington or any other state's law.
- Bringing to Wasco County property, or possessing, items or objects on Wasco County property that contain any “controlled substance,” including, for example, “pot brownies” and candy containing marijuana. This prohibition does not apply to law enforcement employees who bring or possess such items in connection with law-enforcement work. No employee, regardless of position held, may knowingly serve items containing marijuana or any other “controlled substance” to co-workers, members of the public, or elected officials while on work time or on/in Wasco County property.
- Bringing marijuana-related equipment or any devices marketed for use or designed specifically for use in ingesting, inhaling or otherwise introducing marijuana (among other drugs), such as pipes, bongs, “vape” pens, smoking masks, roach clips, and or other drug paraphernalia. This prohibition does not apply to employees who possess such items in connection with law-enforcement work.
- Bringing equipment, products or materials that are marketed for use or designed for use in planting, propagating, cultivating, growing, or manufacturing marijuana, including live or dried marijuana plants to Wasco County property. This prohibition does not apply to employees who possess such items in connection with law-enforcement work.

#### Prescription Drugs and Medical Marijuana

With the exception of medical marijuana, nothing in this rule is intended to prohibit the use of a drug taken under supervision by a licensed health care professional, where its use does not present a safety hazard or otherwise adversely impact an employee's performance or Wasco County operations.

Employees must inform their supervisor about any prescription drugs that they use and that could adversely affect their ability to work safely. If an employee's use of such prescription drugs could adversely affect Wasco County operations or safety of Wasco County employees or other persons, Wasco County may reassign the employee using the drugs to other work or take other appropriate action to accommodate the physical or mental effects of the medication. Failure to report use of prescription drugs covered by this rule will subject an employee to disciplinary action, up to and including termination.

The use of marijuana, which is a Schedule 1 controlled substance under federal law, is expressly prohibited under this policy, even if its medical use is authorized under state law. Employees who use medical marijuana in connection with a disability should discuss with their Supervisor other means of accommodating the disability in the workplace, as Wasco County will not agree to allow an employee to use medical marijuana as an accommodation.

### Reasonable Cause Testing

If there is reasonable cause to suspect that an employee is under the influence of controlled substances or alcohol during work hours, or has used drugs or alcohol in violation of this policy, Wasco County may require the employee to undergo testing for controlled substances or alcohol.

As used in this policy, unless the context indicates otherwise:

- The terms "test" and "testing" shall be construed to mean job impairment field tests, laboratory tests, breathalyzer tests, and other tests of saliva, blood and urine. No testing shall be performed under this rule without the approval of the Human Resources Manager.
- "Reasonable cause" as used in this policy means an articulable belief based on specific facts and reasonable inferences drawn from those facts that an employee is more likely than not under the influence of controlled substances or alcohol, or has used drugs or alcohol in violation of this policy. Circumstances which can constitute a basis for determining "reasonable cause" may include, but are not limited to:
  - a pattern of abnormal or erratic behavior;
  - information provided by a reliable and credible source;
  - a work-related accident;
  - direct observation of drug or alcohol use;
  - presence of the physical symptoms of drug or alcohol use (*i.e.*, glassy or bloodshot eyes, alcohol odor on breath, slurred speech, poor coordination and/or reflexes);
  - unexplained significant deterioration in individual job performance;
  - unexplained or suspicious absenteeism or tardiness;
  - employee admissions regarding drug or alcohol use; and
  - unexplained absences from normal work areas where there is reason to suspect drug or alcohol related activity.

Supervisors should detail in writing the specific facts, symptoms or observations that form the basis for their determination that reasonable cause exists to warrant alcohol or controlled substance testing of an employee or a search. This documentation shall be forwarded to the Human Resources Manager. Whenever possible, supervisors should locate a second employee or witness to corroborate his/her "reasonable cause" findings.

An employee whose initial laboratory screening test for controlled substances yields a positive result shall be given a second test. The second test shall use a portion of the same test sample withdrawn from the employee for use in the initial screening test. If the second test confirms the initial positive test result, the employee shall be notified of the results in writing. The letter of notification shall state the particular substance identified by the laboratory tests. The employee may request a third test of the

sample within 24 hours of receiving the letter of notification, but such testing will be paid for by the employee.

#### Post-Accident Testing

Employees are subject to testing when they: (a) cause or contribute to accidents that seriously damage an Wasco County vehicle, machinery, equipment or property; or (b) result in an injury to themselves or another employee requiring offsite medical attention; and (c) when Wasco County has a reasonable basis to believe that the accident or injury may have been caused by drug or alcohol use.

#### Search of Property

When reasonable cause exists to believe an employee possesses alcohol or a controlled substance on Wasco County property, or has otherwise violated provisions of this rule regarding possession, sale or use of controlled substances or alcohol, Wasco County may search the employee's possessions located on Wasco County property, including but not limited to, clothes, locker, lunchbox, toolbox, and desk. Employees should have no expectation of privacy in any items they bring on to Wasco County property, or in property, equipment or supplies provided by Wasco County to an employee.

#### Employee Refusal to Test/Search

An employee who refuses to consent to a test or a search when there is reasonable cause to suspect that the employee has violated this policy is subject to disciplinary action up to and including termination. The reasons for the refusal shall be considered in determining the appropriate disciplinary action.

An employee who refuses to cooperate with any and all tests required by this policy is also subject to discipline, up to and including termination. This includes, but is not limited to, tampering with, or attempting to tamper with, a specimen sample, using chemicals or other ingredients to mask or otherwise cover up the presence of metabolites, drugs or alcohol in a specimen, or providing a blood or urine specimen that was produced by anyone or anything other than the employee being tested.

#### Crimes Involving Drugs and/or Alcohol

Employees shall report:

- any criminal arrest or conviction for drug- or alcohol-related activity within five days of the arrest or conviction;
- entry into a drug court or diversion program; or
- loss or limitation of driving privileges when the employee's job is identified as requiring a valid driver's license (regular or CDL).

Failure to report as required will result in disciplinary action up to and including termination.

#### Drug and Alcohol Treatment

Wasco County recognizes that alcohol and drug use may be a sign of chemical dependency and that employees with alcohol and drug problems can be successfully treated. Wasco County is willing to help such employees obtain appropriate treatment.

An employee who believes that he or she has a problem involving the use of alcohol or drugs should ask a supervisor or Human Resources for assistance.

Wasco County will work with an employee to identify all benefits and benefit programs that may be available to help deal with the problem. Attendance at any rehabilitation or treatment program will be a shared financial responsibility of the employee and Wasco County to the extent its existing benefits package covers some or all of the program costs.

Although Wasco County recognizes that alcohol and drug abuse can be successfully treated and is willing to work with employees who may suffer from such problems, it is the employee's responsibility to seek assistance *before* drug or alcohol problems lead to disciplinary action. Once a violation of Wasco County policy is discovered, the employee's willingness to seek Wasco County's or outside assistance will not "excuse" the violation and generally will have no bearing on the determination of appropriate disciplinary action.

#### *Discipline and Consequences of Prohibited Conduct*

An employee who tests positive for drugs or alcohol in accordance with this policy will be subject to either termination or a last-chance agreement.

A last-chance agreement is an agreement whereby an employee who would otherwise be terminated is provided an opportunity to address their substance abuse issue and/or performance or safety issues. The Last Chance Agreement will inform the employee of the problems noted with their performance and to specify the performance required for the employee to achieve in order to continue to be employed by Wasco County. Violation of the provisions of a Last Chance Agreement shall result in immediate termination of the employee, notwithstanding the provisions of any other personnel rule.

#### *Confidentiality*

All information from an employee's drug and alcohol evaluation is confidential and only those with a need to know are to be informed of test results. Disclosure of such information to any other person, agency, or Wasco County is prohibited unless written authorization is obtained from the employee.

### **SMOKE-FREE WORKPLACE**

The County is committed to promoting good health and safety among its employees. As such, the following policy has been adopted.

Employees are prohibited from smoking within 25 feet of any County owned facility entrance/exit or window during working hours. In addition, employees are prohibited from smoking while in County vehicles or work areas, at any time.

"Smoking" includes the use of any tobacco or marijuana products, electronic smoking devices and e-cigarettes containing nicotine cartridges.

Employees violating this policy will be subject to disciplinary action, up to and including termination.

### **WORKPLACE VIOLENCE**

Wasco County recognizes the importance of a safe workplace for employees. A work environment that is safe and comfortable enhances employee satisfaction with work, as well as employee productivity.

However, situations may occur that could present a risk of harm to employees and others. All employees have an obligation to report any incidents that pose a risk of harm to employees or others associated with Wasco County or that threatens the safety, security, property or financial interests of Wasco County. Employees should make such reports directly to their Department Director.

Some examples of workplace violence include but are not limited to:

- Hitting or slapping
- Verbal threats to person or property
- Threatening phone calls or e-mails
- Intentional destruction of personal or public property
- Stalking
- Suggestions of violence
- Verbal outbursts
- Firearms at work or on public property (exclusions may apply for law enforcement)

All information related to the reports, including the name of the reporting employees, will be kept as confidential, if possible, given the circumstances. We will notify the reporting employee of any action we take in response to the report.

If a worker feels threatened or in danger of imminent bodily harm s/he should take the following steps:  
Leave the scene, if it can be done safely. Do not attempt to control a violent person.  
Call law enforcement (911) if the situation warrants this action.  
The incident should be reported to the supervisor immediately or as soon as possible.

If the threatening individual poses no immediate physical threat, but is making verbal threats or is otherwise intimidating workers or others in the area, then the employee should:  
Keep back and move away from the individual, if possible in a way as not to provoke violence.  
Notify a supervisor or law enforcement as soon as possible.

Any worker having knowledge of a violent act/threat involving other employees must report the incident immediately to a supervisor/manager. The supervisor/manager will promptly start an investigation into the incident. Upon completion of a thorough investigation, it will be determined as to what corrective action, if any, will be taken. Identification of any further safety or preventative measures will be discussed with department and safety committee members.

Wasco County understands that there may be situations that demand immediate action to protect oneself or others against an act of violence. If such an incident occurs and there is no time to follow procedures per these guidelines or wait for a law enforcement official to respond, workers may protect themselves or abandon their position in order to do so. Workers are still required to report the incident as soon as possible.

Wasco County may, out of business necessity, conduct an investigation of a current employee when the employee's behavior raises concerns about work performance, reliability, honesty, or potential threat to the safety of co-workers or others. An employee investigation may include investigation of criminal records and a search of Wasco County's property such as desks, work areas, lockers, file cabinets, entity cell phone records, voice mail systems, and computer systems.

The employee assistance program (EAP) is available to provide confidential and individual personal counseling to eligible employees involved in a violent incident.

Any intimidation, coercion, discrimination or retaliation against an individual who reports an act of workplace violence or who assists, participates or testifies in any manner in an investigation will not be tolerated. All such acts should be reported immediately. Workers who engage in any form of violence

in the workplace in violation of this policy, or who retaliate, intimidate or harass another employee for reporting workplace violence or participating in a workplace violence investigation will be subject to discipline up to and including termination.

## **EMPLOYEE HEALTH AND SAFETY**

Wasco County is committed to providing our employees with a safe and healthful work environment. To accomplish this goal, both management and employees must make diligent efforts to promote safety.

We develop and implement safety rules and regulations through our managers, supervisors and safety committees. This process is ongoing and requires periodic review. Safety audits are undertaken to determine the necessity and feasibility of providing devices, work practices, policies or other safeguards to make the workplace safe and healthful. We also provide training for our employees regarding workplace hazards and the proper and safe methods to use in performing their job tasks.

You are expected to give your full skill and attention to the performance of your duties, using the highest standard of care and good judgment. You are also expected to always follow safety rules and regulations, including using appropriate protective clothing and equipment, attending all training sessions related to your job, and following the directions of supervisory personnel.

Safety rules and regulations will be issued or modified from time to time and will be effective immediately upon communication. General safety rules and regulations will be distributed to you, if necessary. Departments will have specific job/task related rules and procedures that you are expected to know and follow. Please contact your Department Director for a copy of all safety and health regulations that are specific to the department.

### ***Accident Investigation and Reporting***

All job-related injuries or illnesses should be reported to your supervisor immediately, regardless of severity. (In the case of serious injury, your reporting obligation will be deferred until circumstances reasonably permit a report to be made). Failure to report an on-the-job injury or illness may preclude or delay the payment of any benefits you may be eligible for and could subject Wasco County to fines and penalties. An accident/ incident report form must be completed for every accident or incident and forwarded to the Human Resources Department.

OR-OSHA requires each employer to investigate the cause of every time-loss accident and determine the means in which to prevent recurrence. Employers are required to install any safeguards or take corrective measures indicated or found advisable.

Safety committees are responsible for establishing procedures to investigate all safety related incidents. This doesn't mean that they take the responsibility away from supervisors for the actual investigation. However, committees should evaluate the cause, look for any trends or identify tools, equipment, procedures or training that will serve to prevent the accident/injury from recurring.

Wasco County is responsible to report "Occupational Fatalities" to OR-OSHA within 8-hours of the fatality or 24-hours for any "Occupational Catastrophe" that results in an employee being admitted for an overnight stay in a hospital.



If an injury occurs:

- Take immediate actions and/or render remedial first aid.
- Seek emergency medical care if necessary – call 9-1-1.
- Report the injury to your (or a) supervisor as soon as possible.

Employee responsibilities:

- Fill out the accident/ incident report form.
- Cooperate in an accident investigation.
- Complete the 801 Form if medical attention is sought.
- Provide supervisor with a medical release from doctor/medical provider.
- Review the incident with the supervisor/manager.
- Discuss ability to return to a temporary modified job (if possible) and job restrictions.

Supervisor/Manager responsibilities:

- Conduct an investigation into the cause of the injury or illness
- Fill out the accident/ incident report form.
- Send the completed 801 Form (if treated medically).
- Locate temporary light duty for the injured worker as soon as they are released.
- Monitor light duty to assure that worker stays within the restrictions and co-workers support injured worker on completing job tasks.
- Continue to communicate and cooperate with claims manager.

### ***Early Return-to-Work Program***

Our Return-to-Work program provides guidelines and procedures for returning employees who become ill or injured, to meaningful employment as soon as possible. The program is not intended to be a substitute for reasonable accommodation when an injured employee also qualifies as an individual with a disability, nor is it intended to deny time off rights under any family or medical leave laws.

Our Return-to-Work program for work related injuries/illness consists of a team effort by supervisors, injured workers and their treating physicians, management, and our workers' compensation claims staff. All team members will take an active role in returning injured employees to productive work.

Participating in this program helps our employees to recover and return to full employment as soon as their medical condition permits. This Return-to-Work program is a transitional program designed to help ease employees back into their full duties or full work shift. It is not intended to become a replacement for a regular job.

If you are injured on the job and your doctor determines that you are able to perform temporary modified work, Wasco County will attempt to provide available and suitable temporary work until you are able to resume your regular duties, except where provided as an accommodation for a disability. All modified work is temporary and may be offered at any location or on any shift. If you are offered a modified position that has been medically approved, failure to report at the designated time and place may affect your workers' compensation time loss benefits.

Not all light duty jobs will be in the department at injury. You may be asked to do other work in another department such as file, enter data, answer phones or complete a chemical inventory in another department.

Employees returning from a work injury or illness will be required to provide their supervisor with a doctors certificate prior to resuming work or temporary light duty. The certificate will specify whether the employee may resume full duties or has any restriction and the length of any restrictions.

If suitable temporary modified work is not available, employees may be placed on medical or personal leave running concurrently with applicable family medical leave laws.

### ***OR-OSHA Regulatory Compliance***

#### **Emergency Procedures**

We have adopted a Disaster Preparedness Plan to assist in preventing an emergency from occurring. If we have an emergency this plan will minimize the impact on our staff and the public who use our facilities. Emergency exit maps posted in each of our buildings support this plan.

Our main responder in all emergencies is the local Fire Department or other local Emergency organizations (i.e. law enforcement agencies, emergency services or the Coast Guard).

The following is a list of some of the potential emergencies that may occur:

**Fire**

**Chemical Spills or Releases**

**Medical Emergency due to an accident or illness**

**National Homeland Security Threat**

**Bomb Threat**

**Violence**

**Environmental Emergency: Windstorm, Flood, or Earthquake.**

#### **Reporting Emergencies**

1. All losses including fire, explosion, windstorm, flood damage, electrical, etc. will be reported to the supervisors or managers. Report any incident, which results in the operation of fire extinguishers even though there may not be an actual loss.

#### **Emergency escape procedures and emergency escape route assignments.**

1. The types of immediate actions are based on the nature of the emergency. Use the nearest exit that will take personnel away from the emergency situation.
2. For an IMMEDIATE TOTAL SITE EMERGENCY EVACUATION, employees and public are to all leave by using the nearest exit doors and assemble in the areas shown on the building evacuation maps that are posted in each of the departments and in the lobbies.

#### **Procedures to account for all employees after emergency evacuation:**

1. A supervisors or lead worker will account for the employees and public in their work areas. If a person is missing, the information will be communicated to the outside emergency

responders. Employees are not to re-enter any facility that has been evacuated due to an emergency.

2. The supervisor or lead worker will designate someone to direct emergency responders and give the status of the emergency situation.
3. No one is to leave the evacuation area unless instructed by the person in charge.

The preferred means of reporting fires and other emergencies: CALLING 9-1-1

### ***Employee Right to Know/Hazard Communication Program***

Wasco County provides a Hazard Communication Program so that all employees are aware of chemical hazards in the workplace. By becoming familiar with this information you can help prevent injuries and illnesses from chemical exposure. If you have any questions regarding chemical hazards, do not delay in asking your supervisor.

The following safety precautions have been taken to prevent injuries and illnesses from chemical exposure:

#### Container Labeling

The supervisor of each department will verify that all containers received for use will:

- Be clearly labeled as to the contents.
- Note the appropriate hazard warning.
- List the manufacturer's name and address.

It is our policy that no container will be released for use until the above data is verified.

The supervisor in each department will ensure that all secondary containers have either an extra copy of the original manufacturer's label or a generic label that has identification and hazard warning blocks. For help with labeling, see the Facilities Manager.

#### Material Safety Data Sheets (MSDS)

Copies of material safety data sheets for all hazardous chemicals that employees of Wasco County may be exposed to will be kept in the Facilities Department. Data sheets will be available to all employees in their work areas for review during each work shift. If data sheets are not available or if you begin using a new chemical for which you do not have a Material Safety Data Sheet you should immediately contact the Facilities Manager before using the chemical or the machine containing it.

#### Employee Information and Training

Employees will complete Hazard Communication training, through their departments, if applicable. The training will provide information about the following:

1. An overview of the requirements contained in the Hazard Communication Rules;
2. Chemicals present in your workplace operations;
3. Location and availability of our written hazard communication program;
4. Physical and health effects of the hazardous chemicals;
5. Methods and observation techniques used to determine the presence or release of hazardous chemicals in the work area; and,
6. How to reduce or prevent exposure to these hazardous chemicals through the use of control/work practices and personal protective equipment.

After attending training, you will sign a form to verify that you attended, received our written materials, and understood our policies on hazard communication.

Prior to a new hazardous chemical being used by any employee, each employee of that department will be given information as outlined above. The Facilities Manager in cooperation with the supervisor who ordered the chemical is responsible for ensuring that Material Safety Data Sheets (MSDS) on new chemicals are available.

### ***Safety Committee***

A Safety Committee has been established to help monitor job safety and increase employee involvement in workplace safety. The purpose of the Safety Committee is to bring managers and employees together in an effort to promote safety and health in the workplace. Safety Committees meets monthly and minutes from these meeting are posted on the intranet and on the public works bulletin board. Each employee is encouraged to read these minutes and to report any problems or questions to any of our designated Safety Committee members. In addition to holding monthly meetings to discuss and resolve safety issues, the Committee conducts periodic inspections to document hazards and to make recommendations for corrective action. It is important for all employees to cooperate with Safety Committee members during these inspections. It is everyone's responsibility to make workplace safety the first priority.

Your 2017 Safety Committee Members are; Marci Beebe, Nichole Biechler, Brent Bybee, Fred Davis, Michelle Fox, Jeff McCall, David McGaughey, Chris McNeel, Siri Olson and Lena Watson.

## ***Blood Borne Pathogen Program***

Wasco County has a Blood Borne Pathogen program that is administered through the CIS training portal. This course will train employees on eliminating or minimizing occupational exposure to blood or certain other body fluids and comply with the OSHA Blood Borne Pathogens Standard 29 CFR 1910.1030

The Blood Borne Pathogen Program includes a list of job classifications in which the employee may be exposed to blood borne pathogens and a list of potential hazards that are performed within the organization. OSHA requires employers to perform an exposure determination concerning which employees may incur occupational exposure to blood or other potentially infectious materials. The exposure determination is made without regard to the use of personal protective equipment (i.e. employees are considered to be exposed even if they wear personal protective equipment). This exposure determination is required to list all job classifications in which all employees may be expected to incur such occupational exposure regardless of frequency. At this facility, the following job classifications are in this category; Janitorial, Sheriff, Parole and Probation Officers and Juvenile Counselors.

Universal precautions will be observed at this facility in order to prevent contact with blood or other potentially infectious materials. All blood or other infectious material will be considered infectious regardless of the perceived status of the source individual.

Engineering and work practice controls will be utilized to eliminate or minimize exposure to employees at this facility. If you fall into one of the job classifications covered by this policy upon hire your supervisor will provide you with a copy of the policy and training.

OSHA can help answer questions or concerns from employers and workers. To reach your regional or area OSHA office, go to the OSHA Offices by State webpage or call 1-800-321-OSHA (6742).

## ***Personal Protective Equipment (PPE)***

The purpose of the Personal Protective Equipment is to protect the employees of Wasco County from exposure to work place hazards and the risk of injury through the use of personal protective equipment (PPE). PPE is not a substitute for more effective control methods and its use will be considered only when other means of protection against hazards are not adequate or feasible.

Personal protective equipment will be provided, used, and maintained when it has been determined that its use is required to ensure the safety and health of our employees and that such use will lessen the likelihood of occupational injury and/or illness. Your supervisor will train you on PPE and the tasks that will require you to use PPE.

## ***Lock Out /Tag Out***

Lock out tag out is a safety procedure which is used to ensure that dangerous machines are properly shut off and not started up again prior to the completion of maintenance or servicing work. It requires that hazardous power sources be "isolated and rendered inoperative" before any repair procedure is started. The process will be used in all situations involving isolating, immobilizing, depressurizing or de-energizing valves, piping, vessels, circuits, instruments, motors or other equipment. If you have questions about a locked out piece of equipment or this program please consult with the Facilities

Manager or the person whose name appears on the locking device. Never remove a tag from a piece of equipment.

## **VEHICLE USE POLICY**

The objective of this Policy is to provide a fair and effective system of loss control for vehicles operated for the benefit of Wasco County.

### Qualifications

To be eligible to drive a County vehicle an employee must have a current valid driver's license in their possession for the type of vehicle being operated, and must have a current Traffic Abstract filed with the Human Resources Department. The Traffic Abstract will be subject to annual review.

All applicants being considered for employment in a position where they may be assigned, or use, a County vehicle, must furnish information necessary for the County to acquire a driving record. The driving record of prospective employees will be reviewed prior to an offer of employment and annually thereafter.

### Personal Property

Personal Property may be carried (when legal) in County vehicles. Such personal property may not be attached to a County vehicle in any way that might damage the interior/exterior finish, or alter the performance of the vehicle.

There is no insurance provided for personal property carried in a County Vehicle.

### Authorized Drivers

No individuals, other than the employee to whom the vehicle is assigned, may drive any vehicle owned by the County, except under extreme emergency conditions. In no case will an individual without a current valid driver's license be allowed to operate a County vehicle.

### Use of a County Vehicle

County vehicles assigned to employees, or vehicles used by employees, are to be used only as required to accomplish the employee's duties.

Unless authorized by the Department Director and approved by the Board of Commissioners for commuting purposes a County owned vehicle should not be used to drive to, or from, an employee's home, or vicinity thereof, after completion of a work day unless first approved by the department Director and:

- The employee's home is a reasonable en-route to, or from, the work area where the work is to commence the next work day.
- The vehicle is to be used by the employee before normal working hours or unplanned overtime is incurred which would make it impossible to obtain transportation.

- The employee is required to respond to urgent or emergency calls outside of their normal work hours, reasonably requiring the use of a County vehicle.

Further, a County-owned vehicle should not be used to run personal errands or transport family members, friends or other non-County personnel.

### Commuting

Employees provided with County-owned vehicles, and required to commute to and from work may not use the vehicle for personal purposes).

As required by the IRS, a taxable non-cash fringe benefit of \$1.50 per one-way commute day (i.e. \$3.00 for each roundtrip commute) will be included in the employee's compensation at the end of each year where applicable.

The accounting period is established as January 1 through October 31 annually, with the value of benefits provided during the last two months of the year being applied to the next year's withholding.

Employees are responsible for maintaining documentation related to the number of commutes. Documentation shall be provided to the Finance Department upon request each year.

Elected officials and Department Directors are responsible to submit to the Finance Department the names of individual employees who are subject to this policy. Any additions or deletions are to be reported immediately.

The following vehicle categories are excluded from the commuting section of this policy (IRS Publication 15-B; Employer's Tax Guide to Fringe Benefits):

- Clearly marked police and fire vehicles.
- Unmarked vehicles used by law enforcement officers if the use is officially authorized.
- Any vehicle designed to carry cargo with a loaded gross vehicle weight over 14,000 pounds.
- Pick-ups (as defined by IRS Publication 15-B).
- Vans (as defined by IRS Publication 15-B).

### Use of personal vehicle for County Use

Employees using their personal vehicle for County business are responsible for providing all necessary insurance coverage. The County will not cover any insurance costs, or costs not covered by insurance, associated with the use of a private vehicle for County business. Employees choosing to use their personal vehicles when County vehicles (department or pool) are available will not be reimbursed for mileage, gas, oil, etc.

### Reimbursable Expenses

Gas, oil, parking, and similar expenses incurred by an employee using a County vehicle on County business are reimbursable. Receipts must accompany any and all requests for reimbursement.

Employees using personal vehicles due to the unavailability of a County vehicle will only be reimbursed for actual mileage at the current I.R.S. mileage reimbursement rate according to the Taxable Fringe Benefits Policy.

#### Traffic Fines

The cost of fines, etc. resulting from driver caused traffic crimes, traffic offenses, traffic violations, overtime parking, etc. will be paid by the driver.

#### Vehicle Allowance

The Board of Commissioners in its' discretion may authorize any department to budget for monthly vehicle allowances in-lieu of County provided vehicles. The amount of this allowance will be determined by the Board of Commissioners and shall be based upon estimated average annual mileage and the prevailing Internal Revenue Service mileage reimbursement rate. Thereafter, the allowance shall be adjusted (increased) to reflect annual IRS Mileage Reimbursement adjustments.

#### Accident Reporting Procedures

All drivers are required to adhere to the Accident Reporting and Vehicle Maintenance rules and regulations outlined in this Policy.

All accidents must be reported by the driver to their supervisor and the Human Resources Department immediately.

All accidents must be documented on a vehicle accident form as soon as possible. Additional forms are available in the Human Resources Department.

Drivers who are involved in an accident, whether preventable or not, shall review the accident details with their supervisor.

All drivers should adhere to the following instructions concerning an accident:

- Stop immediately
- Take necessary precautions to prevent further accidents at the scene.
- Render all reasonable assistance to injured persons.
- **Call 911.**
- Get names, addresses, license numbers, phone numbers and insurance carrier information from all parties involved in the accident, including witnesses.
- Do not discuss the accident with anyone at the scene other than the police.
- Complete the County accident report.
- Report the accident immediately to your supervisor.

#### Post-Accident Drug Testing

In compliance with the Wasco County Drug Testing Policy, any driver involved in an accident will be required to submit to a drug and/or alcohol test. For further details refer to the drug testing policy.



## Vehicle Maintenance Program

Employees are expected to exercise care in maintaining the physical appearance of the vehicle and to minimize wear and tear whenever possible.

Any defect in the County vehicle should be reported to the employee's supervisor and a decision reached on the proper method to correct the problem.

Drivers and supervisors must conduct periodic safety checks of their County vehicle to ensure the vehicle is suitable for operation.

## Safety Equipment

County vehicles will normally be equipped with basic safety equipment such as safety flares, first aid kit and a fire extinguisher. In addition, some non-law enforcement County vehicles as well as vehicles utilized under the Vehicle Allowance section of this policy may be equipped with County communication equipment and additional traffic safety equipment.

## Safety

It is County policy and State law that all drivers and passengers will use their seat belts.

Smoking is prohibited in all County vehicles.

County vehicles will not be utilized to tow or "push" a disabled vehicle (excluding Sheriff's Department vehicles or Public Works' vehicles authorized by a Supervisor).

Hands-free devices must be used by all County personnel (other than law enforcement) whenever driving a County vehicle or a personal vehicle on County business. Please note, the use of a speaker phone is not considered a "hands-free" accessory.

Texting while driving is strictly prohibited.

## Violation of County Vehicle Policy or Standards

Employees who are required to operate a County vehicle while performing their job, and who experience a deterioration of their driving record due to convictions for Traffic Crimes, Traffic Offenses, Traffic Violations or who are involved as a driver in multiple reportable accidents and/or who violate any of the terms of this Policy, may be prohibited from operating County vehicles and may be subject to disciplinary action up to and including termination.

- Any employee subject to this policy who enters a DUII diversion program must notify his/her supervisor immediately.
- Any employee assigned or using a County vehicle that has his/her license suspended, revoked, withdrawn or denied must notify his/her supervisor of such action immediately.
- Employees unable to perform the essential functions of their job due to the loss of County vehicle operating privileges may be considered for temporary transfer to other non-driving positions, or depending on the nature of the incident, will be disqualified from operating a County vehicle, and will be subject to disciplinary action up to and including termination.
- Wasco County retains the right to determine whether such a modified work assignment can

be provided which will be consistent with the needs of the department. Such transfers are solely at the option of the employer. Employees unable to meet the essential functions of their job due to loss of County vehicle operating privileges may be terminated.

### Immediate Dismissal

A driver will be subject to immediate dismissal inclusive of but not limited to any of the following occurrences:

- A felony involving the use of a County vehicle or the use of a personal vehicle while on County business.
- Operating a County owned vehicle or operating a personal vehicle while on County business when reasonable cause exists to believe an employee was under the influence of illegal drugs or alcohol as defined by the Wasco County Drug Free Workplace Policy.
- Consumption of alcohol or illegal drugs in a County vehicle or in a personal vehicle while on County business.
- Transportation of alcohol or illegal drugs in a County vehicle.
- Leaving the scene of an accident involving a County vehicle or a personal vehicle while on County business.
- Other incidents of a nature determined to be serious enough to warrant immediate dismissal.

### Other Offenses

Violations of any of the other provisions of this Policy will be subject to disciplinary action up to and including termination as determined by the County

# Wasco County Manual Receipt Acknowledgment Form

As an employee of Wasco County, I acknowledge the following:

I have received a copy of the Employee Manual. I understand that the Manual contains important information about Wasco County's policies, work rules, and my benefits. I also understand that the Manual outlines my responsibilities as an employee of Wasco County. I understand that I have the responsibility to read and understand the information in the Manual, and to ask my supervisor for clarification of any information I do not understand.

I understand that this Manual is not a contract of employment or a guarantee of specific treatment in specific situations. Except for any supplemental safety policies and rules that apply to employees in certain jobs or work areas, or otherwise stated in a written employment contract or applicable collective bargaining agreement, I understand that this Manual supersedes all prior Manuals, policies, and understandings on the subjects contained in it.

I understand that unless stated in an employment contract or collective bargaining agreement, Wasco County has the right to change, modify, add to, substitute, eliminate, interpret, and apply in its sole judgment, the policies, rules, and benefits described in this Manual. I understand that should the content be changed in any way, Wasco County will require an additional signed acknowledgement from me to indicate that I am aware of the changes.

Unless otherwise stated in a written employment contract, I understand that my employment relationship with Wasco County is at-will – either Wasco County or I can terminate the relationship at any time, with or without reason or notice.

I understand that the County Commission or their designee is the only person who is authorized to make changes in the policies, rules, and benefits described in this Manual and that all such changes must be in writing to be valid. I also understand that The Commission Chair is the only person who will ever have the authority to enter into an employment contract, and that all such contracts must be in writing and signed by both parties to be valid.

I also acknowledge that, before signing this form, I have asked for and received clarification on any of the items listed within this manual that I did not understand.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Employee's Name

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## **Wasco County Bereavement Leave Policy**

Employees who have worked for Wasco County for 180 calendar days and averaged at least 25 hours per week may take up to two weeks of unpaid bereavement leave per death of a Family Member (defined below). Employees who have worked for Wasco County for 90-180 days may use up to 40 hours of accrued sick leave for bereavement purposes and who have experienced the death of a Family Member (defined below). Employees who have worked for Wasco County for fewer than 90 days may use their three days of paid bereavement leave provided by Wasco County.

Wasco County offers 3 paid days of bereavement leave for all employees, regardless of how long they have been with Wasco County. For those employees that are eligible under OFLA, for up to two weeks of bereavement leave, they may use sick or vacation time to help pay for the additional time away from work, beyond the initial 3 days of paid bereavement leave offered by Wasco County.

Spouse/Same Sex Domestic Partner  
Child/Stepchild  
Parent/Step-Parent  
Adoptive Parent/Foster Parent/Loco  
parentis  
Sister/Brother  
Domestic Partner Parent

Grandparent  
Foster/Step-Child  
Grandchild/Child of Same Sex Domestic  
Partner  
Father-in-Law  
Mother-in-Law

Bereavement leave may be used to attend the funeral or alternative to a funeral of the family member, to make arrangements necessitated by the death of the family member, or to grieve the death of the family member. The two weeks of bereavement leave must be taken in the 60-day period following notice of death of a family member, and will be deducted from the employee's available leave time under OFLA.

For purposes of this policy, "Family Member" is defined to include the employee's spouse, same-sex domestic partner (registered), child, parent, parent-in-law, grandparent, or grandchild, or the same relations of an employee's same-sex domestic partner (registered) or spouse.

### ***Request Procedure***

Employees who wish to take bereavement leave must inform their department Manager/Director as soon as possible after receiving notification of a Family Member's death. Although prior notice is not required, oral notice must be provided within 24 hours of beginning leave. Written notice must be provided to the employer within three days of returning to work. Employees are required to use any available sick leave during the period of bereavement leave; vacation time will be used if the employee has no available sick leave.

APPROVED this\_\_\_\_\_ day of \_\_\_\_\_, 2017.

WASCO COUNTY BOARD OF COMMISSIONERS

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

\_\_\_\_\_  
Steve D. Kramer, County Commissioner

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Scott C. Hege, County Commissioner

APPROVED AS TO FORM:

\_\_\_\_\_  
Kristen Campbell  
Wasco County Counsel



## **Wasco County Employee Personnel Records Policy**

Wasco County maintains employee personnel records file(s) for each employee. This file documents all aspects of an employee's tenure with the County, facilitating decisions about transfers, promotions, compensation and other personnel activities.

Entry of Material: Department Directors, or their designees, will routinely place, or have placed, all official documents relating to an individual's employment history with Wasco County in the employees' personnel records file.

Examples include (not all inclusive): performance evaluations, letters of hire, letters of promotion or demotion, application form for initial employment, copies of all disciplinary actions (including verbal reprimands) and other materials deemed relevant to an individual's employment history as determined by the County or as required by law.

If an employee believes material which has been, or is to be, placed in his/her personnel file is incorrect, he/she may prepare a written explanation regarding the particular material and have it included in the personnel file. This written explanation must be presented to the Human Resources Division.

**Removal of Materials:** Once material has been entered into an employee's personnel file, it will remain with the contents of the file permanently.

**Employee access to Employee Personnel Records:** Upon written request an employee may review their personnel files during regular office hours with proper advance notice and within a reasonable time period.

Upon written request of the employee, copies of materials included in such files will be furnished within a reasonable time, the cost of which will be paid by the employee in accordance with the County fee schedule. The employee may designate in writing any non-County personnel to whom the personnel file contents should be sent.

Human Resources, Department Directors or their designees will normally have access to the files of their subordinates. Employee Personnel Records may not be removed from County property.

**Public Access to Employee Personnel Records:** All requests for access to, or information from, an Employee Personnel Record from someone other than the employee must be submitted in writing. Any and all such requests will be referred to, and reviewed by, Wasco County legal counsel.

**Medical Records:** All medical-related records will be maintained in separate confidential files. For purposes of this policy, medical records include (not all inclusive): post-offer pre-employment medical exam results, all medical exam results on current employees, documents gathered in connection with considering accommodations for employees under the Americans with Disabilities Act and applicable state nondiscrimination statutes, leave of absence request forms and medical certification information obtained in connection with an employee's request for a family and medical leave for a serious health condition for an employee or an employee's covered family member, any notes from an employee's physician supporting any sick time off and all other records of a medically-related nature.



**Drug-Testing Records:** Wasco County will treat drug-related records in the same manner as medical records and retain them in an employee's medical file.

**EAP Records:** EAP-related records, whether medical in nature or otherwise, will be maintained in separate, confidential, medical files.

**Workers Compensation Records:** Wasco County will retain workers compensation records in a separate confidential file.

**Collective Bargaining Agreements:** This policy shall apply to all employees, including any employee whose wages, hours and working conditions are controlled by the terms of a collective bargaining agreement; provided, however, that the collective bargaining agreement shall have control if the collective bargaining agreement explicitly conflicts with this policy.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

WASCO COUNTY BOARD OF COMMISSIONERS

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

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Steve D. Kramer, County Commissioner

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Scott C. Hege, County Commissioner

APPROVED AS TO FORM:

\_\_\_\_\_  
Kristen Campbell  
Wasco County Counsel





## **Family and Medical Leave Policy**

The following is a summary of Family and Medical Leave policy and procedures under the federal Family Medical Leave Act (FMLA) and the Oregon Family Leave Act (OFLA). Generally, and as will be discussed, eligible employees are entitled to 12 weeks of unpaid leave of absence for the reasons identified below. Federal and state law prohibit retaliation against an employee with respect to hiring or any other term or condition of employment because the employee asked about, requested or used Family and Medical Leave. In all cases, applicable Oregon and federal laws, rules, policies and collective bargaining agreements govern the employee's and Wasco County's rights and obligations, not this policy.

Employees seeking further information should contact the Human Resources Manager. Please also refer to the "Employee Rights and Responsibilities under the Family Medical Leave Act" and "Oregon Family Leave Act" notices posted in the hallway to the Human Resources office and within each department within Wasco County, which are incorporated here by reference.

- *Definitions*

### *Child/Son or Daughter*

For purposes of OFLA, "child" includes a biological, adopted, foster or stepchild, the child of a registered same-sex domestic partner or a child with whom the employee is in a relationship of *in loco parentis*. For purposes of OFLA Serious Health Condition Leave, the "child" can be any age; for all other types of leave under OFLA, the "child" must be under the age of 18 or over 18 if incapable of self-care.

A "son or daughter" is defined by FMLA as a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing *in loco parentis* who is either under 18 years of age or is 18 years of age or older and "incapable of self-care because of a mental or physical disability" at the time FMLA leave is to commence. FMLA also provides separate definitions of "son or daughter" for FMLA military family leave that are not restricted by age – see below.

### *Eligible Employee*

OFLA – To qualify for OFLA leave for a Serious Health Condition or Sick Child Leave, an employee must have been employed for at least 180 days and worked an average of at least 25 hours per week. To qualify for Parental Leave under OFLA, an employee must have been employed for at least 180 days (no per-week hourly minimum is required).

OMFLA – For purposes of Oregon Military Family Leave Act leave, the employee need have only worked 20 hours per week (no minimum length of employment required). A different calculation method applies for reemployed service members under USERRA who seek OMFLA leave; see the Human Resources Manager for



more information.

FMLA – Employees are eligible for FMLA leave if they have worked for a covered employer for at least one year (which may be based on separate stints of employment) and for 1,250 hours during the 12 months preceding the date leave is to begin. They must also be employed at a worksite where 50 or more employees are employed by the employer within 75 miles of that worksite.

Leave under Oregon and federal law will run concurrently when permitted.

### *Family Medical Leave*

This includes all of the types of leave identified in the section below, entitled “Reasons for Taking Leave,” unless otherwise specified.

### *Family Member*

- For purposes of FMLA, “family member” is defined as a spouse, parent or a “son” or “daughter” (defined above).
- For purposes of OFLA, “family member” includes the definitions found under FMLA and also includes adult children (for “serious health condition” leave only), a parent-in-law, grandparent, grandchild, registered same-sex domestic partner, and parent or child of a registered same-sex domestic partner.

### *Serious Health Condition*

“Serious health condition” is defined under FMLA and OFLA as an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee’s job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition.

Other conditions may meet the definition of a “serious health condition”; see the Human Resources Manager for more information. The common cold, flu, earaches, upset stomach, minor ulcers, headaches other than migraine, routine dental or orthodontia problems, periodontal disease, and cosmetic treatments (without complications), are examples of conditions that are not generally defined as serious health conditions.

### *Reasons for Taking Leave*

Family Medical Leave may be taken under any of the following circumstances:



1. Call to Active Duty Leave: Eligible employees with a spouse, son, daughter or parent on active duty or call to active duty status in the regular Armed Forces, National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain “qualifying exigencies.” “Qualifying exigencies” may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings. This type of leave is available under FMLA only; however, under OFLA, specifically under the Oregon Military Family Leave Act, during a period of military conflict, as defined by the statute, eligible employees with a spouse or registered same-sex domestic partner who is a member of the Armed Forces, National Guard, or military reserve forces of the U.S. and who has been notified of an impending call or order to active duty, or who has been deployed, is entitled to a total of 14 days of unpaid leave per deployment after the military spouse or registered same-sex domestic partner has been notified of an impending call or order to active duty and before deployment and when the military person is on leave from deployment.
2. Employee’s Serious Health Condition Leave: To recover from or seek treatment for an employee’s serious health condition, including pregnancy-related conditions and prenatal care.
3. Family Member’s Serious Health Condition Leave: To care for a family member with a serious health condition.
4. Parental Leave: For the birth of a child or for the placement of a child under 18 years of age for adoption or foster care. Parental leave must be completed within 12 months of the birth of a newborn or placement of an adopted or foster child.
5. Pregnancy Disability Leave: For incapacity due to pregnancy, prenatal medical care or birth.
6. Service member Family Leave: Eligible employees may take up to 26 weeks of leave to care for a “covered service member” during a single 12-month period. A “covered service member” is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list. Under some circumstances, a veteran will be considered a “covered service member.” This type of leave is available under FMLA only.
7. Sick Child Leave: To care for a child who suffers from an illness or injury that does not qualify as a serious health condition but that requires home care. This type of leave does not provide for routine medical and dental appointments or issues surrounding the availability of childcare when the child is not ill or injured. Sick child leave is not available if another family member is able and willing to care for the child. This type of leave is available only to employees who are eligible under OFLA.
8. Bereavement Leave. This type of leave is addressed under OFLA; see the Bereavement Leave Policy within this handbook for more information.

- Length of Leave

In any One-Year Calculation Period, eligible employees may take:

- Up to twelve (12) weeks of Parental Leave, Serious Health Condition Leave (employee’s own or family member), Sick Child Leave, or Call to Active Duty Leave;



- In some cases, an additional twelve (12) weeks of leave may be available to an eligible employee for an illness, injury or condition related to pregnancy or childbirth that disables the employee; and
- In some cases, employees who take the entire twelve (12) weeks of OFLA Parental Leave will be entitled to an additional twelve (12) weeks of Sick Child Leave.

When leave is taken for Service member Family Leave, an eligible employee may take up to 26 weeks of leave during the One-Year Calculation Period to care for the service member. During the One-Year Calculation Period in which Service member Family Leave is taken, an eligible employee is entitled to a combined total of 26 weeks of FMLA Leave (some of which may include other types of FMLA-specific leaves of absence).

- One-Year Calculation Period

The “12-month period” during which leave is available (also referred to as the “One-Year Calculation Period”) will be determined by a rolling 12-month period measured forward from the date an employee uses any Family Medical Leave. Each time an employee takes Family Medical Leave, the remaining leave entitlement would be any balance of the 12 weeks which has not been used during the immediately preceding 12 months.

- Intermittent Leave

Intermittent or reduced schedule leave may be taken during a period of Family Member or Employee Serious Health Condition Leave or Service member Family Leave. Additionally, Call to Active Duty Leave may be taken on an intermittent or reduced leave schedule basis. An employee may be temporarily reassigned to a position that better accommodates an intermittent or reduced schedule; employees covered by OFLA will not be reassigned without their express consent and agreement. Employees must make reasonable efforts to schedule planned medical treatments so as to minimize disruption of Wasco County’s operations; including consulting management prior to the scheduling of treatment in order to work out a treatment schedule which best suits the needs of both Wasco County and the employee. Intermittent leave for Parental Leave is not available.

- Employee Responsibilities – Notice

Employees must provide at least 30 days’ notice before Family Medical Leave is to begin if the reason for leave is foreseeable based on an expected birth, placement for adoption or foster care, planned medical treatment for a serious health condition of the employee or of a family member, or the planned treatment for a serious injury or illness of a covered service member (Service member Family Leave). If 30 days’ notice is not practicable, such as because of a lack of knowledge of approximately when leave will be required to begin, a change in circumstances, or a medical emergency, notice must be given as soon as practicable.

For Call to Active Duty Leave, notice must be provided as soon as practicable, regardless of how far in advance such leave is foreseeable.

Whether leave is to be continuous or is to be taken intermittently or on a reduced schedule basis, notice need only be given one time, but the employee must let the Human Resources Manager know as soon as practicable if dates of scheduled leave change or are extended, or were initially unknown.



If circumstances change during the leave and the leave period differs from the original request, the employee must notify the Human Resources Manager within three business days, or as soon as possible. Further, employees must provide written notice within three days of returning to work.

Regardless of the reason for leave, or whether the need for leave is foreseeable, employees will be expected to comply with Wasco County's normal call-in procedures. Employees who fail to comply with Wasco County's leave procedures may be denied leave, subject to discipline, or the start date of the employee's Family Medical Leave may be delayed.

- **Certification**

Generally speaking, employees must provide sufficient information for Wasco County to determine if the leave may qualify for FMLA or OFLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions; the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for either Call to Active Duty or Service member Family Leave.

Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Additionally:

1. Employees requesting serious health condition leave for themselves or to care for a covered family member will be required to provide certification from the health care provider of the employee or the covered family member to support the request.
2. Employees requesting sick child leave under OFLA may be required to submit, at a minimum, a note from a doctor if the employee has requested to use more than three days (i.e., one three-day occurrence or three separate instances) of sick child leave within a one-year period.

Employees must furnish Wasco County's requested medical certification information within 15 calendar days after such information is requested by Wasco County. In some cases (except for leave to care for a sick child), Wasco County may require a second or third opinion, at Wasco County's expense. Employees also may be required to submit subsequent medical verification.

Employees will not be asked for, and they should not provide, any genetic information about themselves or a family member in connection with a FMLA/OFLA medical certification.

- **Fitness-for-Duty Certification**

If Family Medical Leave is for the employee's own serious health condition, the employee must furnish, prior to returning to work, medical certification (fitness-for-duty certification) from their health care provider stating that the employee is able to resume work.

- **Holiday Pay While on Leave**

Employees receiving short- or long-term disability will not qualify for holiday pay. Employees using vacation





pay or sick pay during a portion of approved Family Medical Leave in which a holiday occurs will qualify to receive holiday pay. Employees who are on unpaid leave during a holiday will not qualify to receive holiday pay.

- **On-the-Job Injury or Illness**

Periods of employee disability resulting from a compensable on-the-job injury or illness will qualify for FMLA Leave if the injury or illness is a “serious health condition” as defined by applicable law.

OFLA leave will not be reduced by and will not run concurrently with any period the employee is unable to work because of a disabling compensable on-the-job injury; however, if the injury or illness is a “serious health condition” as defined by Oregon law and the employee has refused a bona fide offer of light-duty or modified employment, OFLA leave will commence.

If the employee’s serious health condition is the result of an on-the-job injury or illness, the employee may qualify for workers’ compensation time-loss benefits.

- **Benefits While on Leave**

If an employee is on approved FMLA or OFLA Leave, Wasco County will continue the employee’s health coverage under any “group health plan” on the same terms as if the employee had continued to work. Employees wishing to maintain health insurance during a period of approved OFLA leave will be responsible for bearing the cost of coverage. Employees will not accrue vacation, sick leave or other benefits (other than health insurance) while the employee is on a FMLA or OFLA leave. The leave period, however, will be treated as continuous service (i.e., no break in service) for purposes of vesting and eligibility to participate in Wasco County’s benefit plans.

- **Job Protection**

Employees returning to work from Family Medical Leave will be reinstated to their former position. If the position has been eliminated, the employee may be reassigned to an available equivalent position. Reinstatement is not guaranteed if the position has been eliminated under circumstances where the law does not require reinstatement.

Employees are expected to promptly return to work when the circumstances requiring Family Medical Leave have been resolved, even if leave was originally approved for a longer period. With the exception of employees on leave as the result of an on-the-job injury or illness or otherwise required by law, reinstatement shall not be considered if the leave period exceeds the maximum allowed.

The use of Family Medical Leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee’s leave.



Employees who work for other employers during a “serious health condition” leave may be subject to discipline up to and including termination. Additionally, all employees who use Family Medical Leave for reasons other than the reason for which leave had been granted may be subject to discipline up to and including termination.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

WASCO COUNTY BOARD OF COMMISSIONERS

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

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Steve D. Kramer, County Commissioner

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Scott C. Hege, County Commissioner

APPROVED AS TO FORM:

\_\_\_\_\_  
Kristen Campbell  
Wasco County Counsel



## **WASCO COUNTY MOBILE COMMUNICATION DEVICE POLICY**

This policy establishes guidelines for the use of mobile communication devices (cellular phone, tablet, pagers, mobile data terminals, etc.) in Wasco County by all County employees. It is the policy of Wasco County that all County equipment be managed and used to conduct the business of Wasco County in a safe, efficient and cost-effective manner.

### **Distribution**

Mobile communication devices shall be assigned at the direction of the Department Director with approval from the Administrative Officer or Board of County Commissioners.

Mobile communication devices may be assigned to the following:

**Vehicle:** Department Directors may authorize the installation of a cellular phone or mobile data terminal into a County owned vehicle or vehicle used in conjunction with the County Vehicle Allowance Policy.

**Department Pool:** Department Directors may authorize the purchase of mobile communication devices for use by all employees of a specific department.

**Volunteers:** Department Directors may authorize certain County volunteers who are required to respond to after-hour emergencies.

**Individual:** Department Directors may assign a mobile communication device to an individual who is required to remain in contact with other employees and/or officials.

### **Cellular Telephones Assigned to Individuals**

Individuals will be assigned cellular telephones in one (1) of three (3) categories. Employees are required to follow the rules regarding cellular telephone use as outlined. The three (3) categories are as follows:

1. **County supplied cellular telephones:** Most employees with a business need for a cellular telephone will be assigned a County owned cellular phone. Cellular telephone use on devices supplied by the County is restricted to County business.

Personal cellular calls (outgoing or incoming) will only be allowed in limited and infrequent cases for instances of family emergencies if these calls cannot be made from a land line phone in a reasonable period of time. These calls should be of short duration.



NO OTHER PERSONAL USE IS ALLOWED, EVEN IF REIMBURSED. The aforementioned emergency calls do not need to be reimbursed.

2. County supplied cellular phone (used as the only available phone to the employee): Wasco County's policy is taken directly from the Oregon Government Standards and Practices Commission (OGSPC) Advisory Opinion 01A-1004:

"If the agency is providing the employees with cellular telephones only and not regular desk telephones we believe that the rules cited under Telephones in Advisory Opinion 98A-1003 also apply to cellular telephones. The employer may allow employees to use the cellular telephones to talk to family members, make medical appointments, schedule service technicians, confer with a child's school and take care of any of a variety of other matters which can only be accomplished during regular working hours without such usage being prohibited by law. In this situation it would be less disruptive to permit employees to make such personal calls from the cellular telephones than to require an employee to take a break or leave from work to take care of personal matters.

Personal telephone calls made during working hours from public employers' telephones should be brief and infrequent. Personal long distance calls, even if the employee reimburses the agency for the cost of such calls, may not be made on agency telephones.

If the agency chooses a cellular telephone plan that includes long distance telephone calls at no extra charge the employees would be prohibited from using this service for personal calls. If the employee used this service the employee would be receiving a financial gain or avoiding a financial detriment and would be in violation of ORS 244.040(1) (a)."

Employees who have access to a desk phone must comply with the rules set forth under Category A of this policy i.e. cellular phones are for business use and personal calls are restricted to emergencies calls. Wasco County cannot expand on the OGSPC opinion to allow more flexibility.

3. Personal cellular phone provided as an employment benefit:

The County recognizes that due to the nature of some positions, both elected and appointed, certain employees should have a cellular phone allowance provided. The Board of County Commissioners or Administrative Officer, in conjunction with Department Directors, may designate employees who will receive a monthly stipend; as set by the Board of County Commissioners, of additional taxable income for the specific purpose of obtaining a personal cellular phone.

This monthly allowance amount may be adjusted periodically by the Board of County Commissioners. This cellular phone would be used for business, but would not have the same restrictions on personal use since it is a personal phone.

Employees receiving this benefit are required to maintain an active cellular phone account.



### Work Sites:

Employees are prohibited from engaging in the use of a cellular phone while at a work site during which the operation of a cellular phone will be distraction to the user and/or may create an unsafe work environment. Such work sites include but are not limited to: road repair, maintenance and construction, operating or repairing energized equipment such as electrical panels, motors, or energized circuits. Such work sites must be secured or the cellular phone used only by an employee while out of harm's way of such work environments.

### Off-Road Equipment

Employees are prohibited from engaging in the use of a cellular phone while operating moving motorized off-road (maintenance/construction type) equipment. Even hands-free cellular phone use will not be authorized while operating this type of equipment, unless the equipment has been properly stopped and taken out of gear or turned off.

### While Driving a Motor Vehicle

Hands-free devices must be used by all County personnel (other than law enforcement) whenever driving a County vehicle or a personal vehicle on County business. Please note, the use of a speaker phone is not considered a "hands-free" accessory.

Texting while driving is strictly prohibited.

### Other Mobile Communication Devices

As it pertains to this policy other mobile communication devices is defined as but not limited to: pagers, tablets, mobile data terminals, and other data devices as may become available.

Mobile communication devices will be kept up to date on the normal computer rotation as defined by the Information Services Department. The County will not be responsible for maintaining personal applications loaded on any mobile communication device.

Individuals will be assigned mobile communication devices in one of two (2) categories. Employees are required to follow the rules regarding mobile communication devices use as outlined herein. The two (2) categories are as follows:

1. County supplied mobile communication device: Most employees with a business need for a mobile communication device will be assigned a County owned mobile communication device. Mobile communication device use on devices supplied by the County is restricted to County business only.

Personal use of mobile communication devices will only be allowed in limited and infrequent cases or for instances of emergencies, or for personal communications or applications incidental to otherwise acceptable use before and after scheduled work hours.

County supplied mobile communication devices are subject to the same provisions as a county provided cellular telephone as described above and as further outlined in the Wasco County Computer Policy, and Wasco County Internet/ Intranet Policy.

2. Personal communication devices provided as an employment benefit:

The County recognizes that due to the nature of some positions, both elected and appointed, certain employees should have a mobile communication allowance provided. The Board of County Commissioners or Administrative Officer, in conjunction with Department Directors, may designate employees who will receive a stipend; as set by the Board of County Commissioners, of additional taxable income for the specific purpose of obtaining a personal mobile communication device. This stipend will be based as a onetime purchase stipend that will reoccur no sooner than the timeline set forth by the computer rotation plan in use by the County. Additionally a monthly stipend for usage or other data charges may be appropriate as determined by the Board of County Commissioners. This monthly allowance amount may be adjusted periodically by the Board of County Commissioners. This mobile communication device would be used for business, but would not have the same restrictions on personal use since it is a personal device.

All restrictions as to safe use as described above apply to mobile communication devices.

This policy will take effect immediately and may from time to time be revised. All revisions, as recommended and adopted by the Wasco County Board of Commissioners, shall be made part of this policy as if said revisions were fully written hereunder.

Failure to comply with any provision of this policy may result in disciplinary action up to and including termination.

References:

Oregon Ethics Law, Oregon Revised Statutes 244.010-244.045, in relevant part: 244.040 (1)(a) No public official [or employee] shall use or attempt to use official position or office to obtain financial gain or avoidance of financial detriment that would not otherwise be available but for the public official's [or employee's] holding of the official position or office.

Oregon Government Standards and Practices Commission, Technology Advisory Opinion, 7/9/98: Public agencies provide cellular phones to their employees specifically to facilitate the carrying out of official business. Public agencies' cellular phones are not for the convenience or personal use of employees.

If public employees desire to have the convenience of a cellular telephone while on duty to make the types of routine personal calls cited in the section relating to telephones, the employees must acquire and pay for their own personal cellular service.

Oregon Government Standards and Practices Commission Advisory Opinion 01A-1004, 6/1/01.



APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

WASCO COUNTY BOARD OF COMMISSIONERS

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Rod Runyon, Commission Chair

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Steve D. Kramer, County Commissioner

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Scott C. Hege, County Commissioner

APPROVED AS TO FORM:

\_\_\_\_\_  
Kristen Campbell  
Wasco County Counsel



## **Wasco County No Harassment Policy**

Wasco County prohibits harassment of any kind in the workplace, or harassment outside of the workplace that violates its employees' right to work in a harassment-free workplace.

This policy applies to and prohibits sexual or other forms of harassment that occur during working hours, during Wasco County related or sponsored trips (such as conferences or work-related travel), and during off-hours when that off-duty conduct creates an unlawful hostile work environment for any of Wasco County's employees. ***Such harassment is prohibited whether committed by Wasco County employees or by non-employees, such as elected officials, members of the community, and vendors.***

### **Sexual Harassment**

Sexual harassment has been defined as unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature (regardless of whether such conduct is "welcome"), when:

1. Submission to such conduct is made either implicitly or explicitly a term or condition of employment;
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual;
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Some examples of conduct that could give rise to sexual harassment are unwanted sexual advances; demands for sexual favors in exchange for favorable treatment or continued employment; sexual jokes; flirtations; advances or propositions; verbal abuse of a sexual nature; graphic, verbal commentary about an individual's body, sexual prowess, or deficiency; leering, whistling, touching, assault, sexually suggestive, insulting, or obscene comments or gestures; display in the workplace of sexually suggestive objects or pictures; or discriminatory treatment based on sex. This is not a complete list.

### **Other Forms of Prohibited Harassment**

Wasco County policy also prohibits harassment against an individual based on the individual's race, color, religion, national origin, age, sexual orientation, marital status, disability, protected activity, and any other status protected by applicable law.

Such harassment may include verbal, written or physical conduct that denigrates or shows hostility towards an individual because of any protected status, and can include:

- Jokes, pictures (including drawings), epithets, or slurs;
- Negative stereotyping;
- Threatening, intimidating, or hostile acts that relate to a protected class; or
- Written or graphic material that denigrates or shows hostility or aversion toward an individual or group because of the protected status.



### Complaint Procedure

Each member of management is responsible for creating an atmosphere free of discrimination, harassment, and bullying. Further, all employees are responsible for respecting the rights of other employees and strictly adhering to the letter and spirit of this policy. All employees are encouraged to discuss this policy with their immediate supervisor, any member of the management team, or the Human Resources Manager, at any time if they have questions relating to the issues of discrimination or harassment.

Employees are strongly encouraged to tell the harasser that the behavior is offensive and unwanted, and that they want it to stop. Employees who have experienced any harassment, discrimination, or bullying, are expected and required to bring the matter to the attention of Human Resources or a supervisor or member of management as soon as possible.

In addition, any employee who observes any conduct that he or she believes constitutes harassment or discrimination, or who receives information about these types of incidents that may have occurred, must immediately report the matter to Human Resources Manager.

### Investigation and Confidentiality

All complaints and reports will be promptly and impartially investigated and will be kept confidential to the extent possible, consistent with Wasco County's need to investigate the complaint and address the situation. If conduct in violation of this policy is found to have occurred, Wasco County will take prompt, appropriate corrective action, and any employee found to have violated this policy will be subject to disciplinary action, up to and including termination of employment.

### Protection against Retaliation

Wasco County prohibits retaliation in any way against any employee because the employee has made a good-faith complaint pursuant to this policy or the law, has reported (in good faith) harassing or discriminatory conduct, or has participated in an investigation of such conduct. Any employee who is found to have retaliated against another employee in violation of this policy will be subject to disciplinary action up to and including termination of employment.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

WASCO COUNTY BOARD OF COMMISSIONERS

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

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Steve D. Kramer, County Commissioner

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Scott C. Hege, County Commissioner



No Harassment Policy  
Adopted: 12/04/2002  
Revised: 06/12/2017

APPROVED AS TO FORM:

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Kristen Campbell  
Wasco County Counsel



## **Wasco County No Retaliation (Whistleblowing) Policy**

Employees may report reasonable concerns about Wasco County's compliance with any law, regulation or policy, using one of the methods identified in this policy. Wasco County will not retaliate against employees who disclose information that the employee reasonably believes is evidence of:

- A violation of any federal, Oregon, or local law, rules or regulations by Wasco County;
- Mismanagement, gross waste of funds, abuse of authority, or substantial and specific danger to public health resulting from action of Wasco County;
- A substantial and specific danger to public health and safety resulting from actions of Wasco County; or
- The fact that a recipient of government services is subject to a felony or misdemeanor arrest warrant.

Further, in accordance with Oregon law, Wasco County will not prohibit an employee from discussing the activities of a public body or a person authorized to act on behalf of a public body with a member of the Legislative Assembly, legislative committee staff acting under the direction of a member of the Legislative Assembly, any member of the elected governing body of a political subdivision, or an elected auditor of a city, county or metropolitan service district.

### **Employee Reporting Options**

In addition to Wasco County's Open Door practice, employees who wish to report potential improper or unlawful conduct should first talk to his or her supervisor. If you are not comfortable speaking with your supervisor, or you are not satisfied with your supervisor's response, you are encouraged to speak with Human Resources. Directors and managers are required to inform the Human Resources Manager about reports of improper or unlawful conduct they receive from employees.

Reports of unlawful or improper conduct will be kept confidential to the extent allowed by law and consistent with the need to conduct an impartial and efficient investigation.

If Wasco County were to prohibit, discipline, or threaten to discipline an employee for engaging in an activity described above, the employee may file a complaint with the Oregon Bureau of Labor and Industries or bring a civil action in court to secure all remedies provided for under Oregon law.

### **Additional Protection for Reporting Employees**

Oregon law provides that, in some circumstances, an employee who discloses a good faith and objectively reasonable belief of Wasco County's violation of law will have an "affirmative defense" to any civil or criminal charges related to the disclosure. For this defense to apply, the disclosure must relate to the conduct of a coworker or supervisor acting within the course and scope of his or her employment. The disclosure must have been made to either: (1) a state or federal regulatory agency; (2) a law enforcement agency; (3) a director/manager with Wasco County; or (4) an Oregon-licensed attorney who represents the employee making





the report/disclosure. The defense also only applies in situations where the information disclosed was lawfully accessed by the reporting employee.

No Retaliation

Wasco County will not retaliate against employees who make reports or disclosures of information of the type described above when the employee reasonably believes he or she is disclosing information about conduct that is improper or unlawful.

In addition, Wasco County prohibits retaliation against an employee because he or she participates in good faith in any investigation or proceeding resulting from a report made pursuant to this policy. Further, no Wasco County employee will be adversely affected because they refused to carry out a directive that constitutes fraud or is a violation of local, Oregon, federal or other applicable laws and regulations. Wasco County may take disciplinary action (up to and including termination of employment) against an employee who has engaged in retaliatory conduct in violation of this policy.

This policy is not intended to protect an employee from the consequences of his or her own misconduct or inadequate performance simply by reporting the misconduct or inadequate performance. Furthermore, an employee is not entitled to protections under this policy if Wasco County determines that the report was known to be false, or information was disclosed with reckless disregard for its truth or falsity. If such a determination is made, an employee may be subject to discipline up to and including termination of employment.

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2017.

WASCO COUNTY BOARD OF COMMISSIONERS

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

\_\_\_\_\_  
Steve D. Kramer, County Commissioner

\_\_\_\_\_  
Scott C. Hege, County Commissioner

APPROVED AS TO FORM:

\_\_\_\_\_  
Kristen Campbell  
Wasco County Counsel



## **Wasco County On-the-Job Injury or Illness Procedure Policy**

Wasco County is committed to providing employees with a safe work environment and encouraging safe work habits. It is the objective of Wasco County to return injured workers to employment at the earliest date possible after an injury.

### **EMPLOYEE RESPONSIBILITIES**

#### **Reporting Requirements (no medical attention required)**

Employees are encouraged to report any job-related injury, illness or property damage to their immediate supervisor within 24 hours of an incident.

Employees must provide their immediate supervisor information on how the injury happened by completing an on-the-job accident packet.

#### **Reporting Requirements (medical attention required)**

Employees are encouraged to report any job related injury, illness or property damage to their immediate supervisor within 24 hours of an incident and promptly complete an employee Claim Form (Form 801) and return it to the Human Resources office.

Employees are encouraged to seek treatment the same date as the injury.

*Failure to timely follow these steps may negatively affect your ability to receive benefits.*

If possible, before seeking medical treatment, the employee must obtain an on-the-job accident packet from their supervisor. This packet contains forms that must be presented to their attending physician for completion at the first visit. The completed forms must be returned to the immediate supervisor within 24 hours of the injury, or as soon as medically possible following treatment.

#### **Full Medical Release**

Employees treated within their scheduled work shift and released to work will report immediately to their supervisor with a full medical release from their attending physician. If released after the shift, the employee will contact their immediate supervisor at the beginning of their next scheduled shift. In all cases, employees are required to return all required documentation to their immediate supervisor upon return to work or within 24 hours of the injury.

Failure to report to work or contact an immediate supervisor after treatment of injury will result in disciplinary action up to and including termination.

#### **Modified Work Release**

Employees released to modified work will report immediately to their supervisor with all required



documentation from the attending physician outlining their work limitations. If released after the shift, the employee will contact their immediate supervisor at the beginning of their next scheduled shift. In all cases, employees are required to return all required documentation to their immediate supervisor upon return to work, or within 24 hours.

Failure to report to work or contact an immediate supervisor after treatment of injury will result in disciplinary action up to and including termination.

Employees on modified work release must work within the physical limitations outlined by their treating physician. Failure to do so, or a failure to work safely, will result in disciplinary action up to and including termination.

Employees on modified work release must report in after every doctors' appointment in person. Failure to do so will result in disciplinary action up to and including termination and could affect their reemployment rights.

Employees must notify their immediate supervisor within 24 hours of any changes in their health status or receipt of an updated doctor's release for assessment of work restrictions.

### **Assignment of Modified Work**

Wasco County retains the right to determine whether a modified work assignment can be provided which will be consistent with the treating physician's work restrictions and the needs of the department.

All work will be within the limitations set by the treating physician.

Reasonable effort will be made to accommodate the needs of the employee by modifying his/her present work setting, however, work availability may make it necessary to transfer employees within the department. Such transfers are solely at the option of the employer.

Employees may be required to move from one modified duty assignment to another if their health status changes or they complete an assignment prior to recovery.

Refusal of a physician approved modified job, by either verbal refusal, written refusal or refusal to report to work, will result in a reduction or termination of total or partial wage replacement (ORS 656) and may result in loss of reinstatement rights and future vocational eligibility. Nothing in this paragraph should be interpreted to interfere with any rights of a worker under state or federal law, including, but not limited to the Family Medical Leave Act or the Americans with Disabilities Act.

### **Duration/Type of Modified Duty Assignment**

Wasco County retains the right to determine duration of modified assignments and may alter or end the assignment without prior notice. Continuation of temporary modified work assignments for injured



employees will be reviewed regularly.

The employee's recovery progress will be monitored to assess when and how often duties may be changed. All major changes in the work assignment will be made after receiving concurrence from the treating physician.

If an employee has a permanent disability, which restricts their ability to return to regular work, the modified job program may end.

Wasco County will determine whether a continuing modified position exists and whether the employee will be offered the modified job or another position as their new regular assignment.

Wasco County will determine whether the employee's physical restrictions require substantial modification of the employee's job duties and/or work environment and whether such modifications are possible (or are an undue hardship).

To the extent possible Wasco County will consider work site modification to allow the employee to continue employment.

### **Wage Information for Modified Work**

Pay will be at the going rate of pay for the position at the time of injury.

If the modified position pays less than the employee's wage at injury, the County Worker's Comp carrier will pay the difference at the appropriate compensation rate.

### **Scheduling**

Wasco County retains the right to change regular days off and work hours while the worker is in a modified position.

Injured employees working in modified positions are encouraged to schedule therapy and doctor appointments around their work schedules to avoid loss of earning power. (Worker's Comp only pays wages for appointments requiring the worker to be gone from work four (4) or more hours.)

If this cannot be arranged, appointments should be scheduled at the end of the shift. Advance notification of at least 48 hours is required. **Progress Evaluation**

The employee's eligibility for modified work will be reviewed at regular intervals. The employee may be asked to obtain a current medical evaluation at that time, if no current medical information is available, to determine medical stability or the appropriateness of return to regular work. The County will then determine if modified work will continue to be made available.



Time worked in a modified position will be considered as time worked in determining seniority.

### **Employees Unable to Return to Work**

If a worker is unable to participate in a modified job or no modified job exists, they will report in at least once every seven (7) days. The supervisor or their designee will contact the injured worker and agree upon a "regular" time and day of the week to maintain regular contact.

In all cases, it is the responsibility of the employee to contact their immediate supervisor at least once every seven (7) days. Disciplinary action, up to and including termination will be taken for employees who fail to report weekly.

All changes in an employee's health status must be presented to their immediate supervisor within 24 hours upon receipt of any updated doctor's release.

All employees must verify with their immediate supervisor their current address and phone number. Any changes must be reported promptly.

Failure to provide changes in medical condition, address or phone number could lead to disciplinary action, up to and including termination.

*This on-the-job injury/illness policy will take effect immediately and may from time to time be revised. All revisions, as recommended and adopted by The Wasco County Court, shall be made part of this policy as if said revisions were fully written hereunder.*

*Nothing in this policy should be interpreted to interfere with any rights of a worker under state or federal law, including, but not limited to the Family Medical Leave Act, the American with Disabilities Act, and ORS 659A.043-.049 (reinstatement and reemployment).*

*"Failure to comply with any provision of this policy will result in disciplinary action up to and including termination and could affect reemployment rights."*



APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

WASCO COUNTY BOARD OF COMMISSIONERS

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

\_\_\_\_\_  
Steve D. Kramer, County Commissioner

\_\_\_\_\_  
Scott C. Hege, County Commissioner

APPROVED AS TO FORM:

\_\_\_\_\_  
Kristen Campbell  
Wasco County Counsel



## **Wasco County Sick Leave Policy**

Wasco County provides eligible employees with sick leave in accordance with Oregon's Paid Sick Leave Law. This policy will be updated as necessary to reflect changes in and to ensure compliance with Oregon law.

Employees with questions about this policy may contact Human Resources. Please also refer to the Oregon Sick Leave Law poster that is posted outside the Human Resources Office and in each department within Wasco County.

### ***Eligibility and Accrual of Paid Sick Leave***

Under Oregon's Paid Sick Leave Law and this policy, "employee" includes part-time, full-time, hourly, salaried, exempt and non-exempt employees. Sick leave runs concurrently with Oregon Family Medical Leave, federal Family and Medical Leave and other leave where allowed by law.

Employees begin to accrue paid sick leave on the first day of employment, but may not use paid sick leave until the 91st day of employment. After the 91st day of employment, paid sick leave may be used as it is accrued.

Paid sick leave shall accrue at the rate of one day for every month worked. Paid sick leave shall be taken in hourly increments.

### ***Pay Rate and Carryover***

Paid sick leave will be paid at the employee's regular rate of pay. Exempt employees are presumed to work at least 37.5 hours in each workweek for purposes of their sick leave accrual. Generally, sick leave pay will be included in the paycheck for the next payroll period after sick leave is used, provided the employee submits adequate documentation verifying that the absence was for a qualifying reason as defined in the "Use of Sick Leave" section below.

Sick leave is meant to be used or carried over; any unused sick leave will not be cashed out upon separation from employment. If an employee leaves employment and is rehired within 180 days, the employee's sick leave balance will be restored.

### ***Use of Sick Leave***

Accrued paid sick leave may be used for the following reasons:

1. For the diagnosis, care or treatment of a mental or physical illness, injury or health condition or need for preventive medical care. This is available for the employee or his/her covered family member.
  - "Family member" means the eligible employee's grandparent, grandchild, spouse, or registered same-gender domestic partner, and the domestic partner's child or parent; the





- employee's stepchild, parent-in-law or a person with whom the employee was or is in a relationship of *in loco parentis*; and the employee's biological, adoptive or foster parent or child.
2. For any purpose allowed under the Oregon Family Leave Act, including bereavement leave.
  3. If the employee, or the employee's minor child or dependent, is a victim of domestic violence, harassment, sexual assault or stalking as defined by Oregon law and requires leave for any of the purposes under Oregon's domestic violence leave law (ORS 659A.272).
  4. In the event of certain public health emergencies or other reasons specified under Oregon's sick leave law.

Employees absent from work for a qualifying reason must use accrued sick time hours for that reason and on each subsequent day of absence.

#### ***Employee Notice of Need for Sick Leave***

*Foreseeable Sick Leave.* If the need for sick leave is foreseeable, an employee must notify his or her Director or Manager as soon as practicable, before the leave, using Wasco County's call-in/notification procedure. Generally, an employee must provide at least 10 days' notice for foreseeable sick leave. The request shall include the anticipated duration of the sick leave, if possible. Employees must make a reasonable effort to schedule foreseeable sick time in a manner that minimally disrupts the operations of Wasco County. Employees must notify their director or manager of any change in the expected duration of sick leave as soon as is practicable.

*Unforeseeable Sick Leave:* If the need for sick leave is unforeseeable, the employee must notify their Director or Manager as soon as practicable and comply generally with Wasco County's call-in procedures. Generally, an employee should notify his/her immediate Director/Manager of unforeseeable sick leave at least 1 hour prior to the beginning of his/her shift, unless physically unable to do so, at which time notice should be given as soon as possible.

An employee must contact his/her supervisor daily while on sick leave, unless an extended period of sick leave has been prearranged with the supervisor or when off work on protected leave. The employee shall inform his/her supervisor of any change in the duration of sick leave as soon as practicable.

If an employee fails to provide proper notice or make a reasonable effort to schedule leave in a manner that is only minimally disruptive to the organization and operations, Wasco County may deny the use and legal protections of sick leave.

#### ***Sick Leave Documentation***

If an employee takes more than three consecutive scheduled workdays as sick leave, Wasco County may require reasonable documentation showing that the employee was absent for an approved reason. Reasonable documentation includes documentation signed by a healthcare provider, or documentation for victims of





Sick Leave Policy  
Adopted:  
Revised: 06/12/2017

domestic violence, harassment, sexual assault or stalking.

***Sick Leave Abuse***

If Wasco County suspects sick leave abuse, including but not limited to repeated use of unscheduled sick leave or repeated use of sick leave adjacent to weekends, holidays, vacations and paydays, Wasco County may require documentation from a healthcare provider on a more frequent basis. Employees found to have abused sick leave as described here may also be subject to discipline, up to and including termination.

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2017.

WASCO COUNTY BOARD OF COMMISSIONERS

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

\_\_\_\_\_  
Steve D. Kramer, County Commissioner

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Scott C. Hege, County Commissioner

APPROVED AS TO FORM:

\_\_\_\_\_  
Kristen Campbell  
Wasco County Counsel



Smoke Free Workplace Policy

Adopted: 05/21/2003

Revised: 06/12/2017

**Wasco County Smoke Free Workplace Policy**

The County is committed to promoting good health and safety among its employees. As such, the following policy has been adopted.

Employees are prohibited from smoking within 25 feet of any County owned facility entrance/exit or window during working hours. In addition, employees are prohibited from smoking while in County vehicles or work areas, at any time.

“Smoking” includes the use of any tobacco or marijuana products, electronic smoking devices and e-cigarettes containing nicotine cartridges.

Employees violating this policy will be subject to disciplinary action, up to and including termination.

This policy shall take effect immediately and may from time to time be revised. All revisions, as recommended and adopted by the Wasco County Court, shall be made part of this policy as if said revisions were fully written hereunder.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

WASCO COUNTY BOARD OF COMMISSIONERS

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

\_\_\_\_\_  
Steve D. Kramer, County Commissioner

\_\_\_\_\_  
Scott C. Hege, County Commissioner

APPROVED AS TO FORM:

\_\_\_\_\_  
Kristen Campbell  
Wasco County Counsel



## **Wasco County Vehicle Policy**

The objective of this Policy is to provide a fair and effective system of loss control for vehicles operated for the benefit of Wasco County.

### **Qualifications**

To be eligible to drive a County vehicle an employee must have a current valid driver's license in their possession for the type of vehicle being operated, and must have a current Traffic Abstract filed with the Human Resources Department. The Traffic Abstract will be subject to annual review.

All applicants being considered for employment in a position where they may be assigned, or use, a County vehicle, must furnish information necessary for the County to acquire a driving record. The driving record of prospective employees will be reviewed prior to an offer of employment and annually thereafter.

### **Personal Property**

Personal Property may be carried (when legal) in County vehicles. Such personal property may not be attached to a County vehicle in any way that might damage the interior/exterior finish, or alter the performance of the vehicle.

There is no insurance provided for personal property carried in a County Vehicle.

### **Authorized Drivers**

No individuals, other than the employee to whom the vehicle is assigned, may drive any vehicle owned by the County, except under extreme emergency conditions. In no case will an individual without a current valid driver's license be allowed to operate a County vehicle.

### **Use of a County Vehicle**

County vehicles assigned to employees, or vehicles used by employees, are to be used only as required to accomplish the employee's duties.

Unless authorized by the Department Director and approved by the Board of Commissioners for commuting purposes a County owned vehicle should not be used to drive to, or from, an employee's home, or vicinity thereof, after completion of a work day unless first approved by the department Director and:

- The employee's home is a reasonable en-route to, or from, the work area where the work is to commence the next work day.
- The vehicle is to be used by the employee before normal working hours or unplanned overtime is incurred which would make it impossible to obtain transportation.



- The employee is required to respond to urgent or emergency calls outside of their normal work hours, reasonably requiring the use of a County vehicle.

Further, a County-owned vehicle should not be used to run personal errands or transport family members, friends or other non-County personnel.

### Commuting

Employees provided with County-owned vehicles, and required to commute to and from work may not use the vehicle for personal purposes).

As required by the IRS, a taxable non-cash fringe benefit of \$1.50 per one-way commute day (i.e. \$3.00 for each roundtrip commute) will be included in the employee's compensation at the end of each year where applicable.

The accounting period is established as January 1 through October 31 annually, with the value of benefits provided during the last two months of the year being applied to the next year's withholding.

Employees are responsible for maintaining documentation related to the number of commutes. Documentation shall be provided to the Finance Department upon request each year.

Elected officials and Department Directors are responsible to submit to the Finance Department the names of individual employees who are subject to this policy. Any additions or deletions are to be reported immediately.

The following vehicle categories are excluded from the commuting section of this policy (IRS Publication 15-B; Employer's Tax Guide to Fringe Benefits):

- Clearly marked police and fire vehicles.
- Unmarked vehicles used by law enforcement officers if the use is officially authorized.
- Any vehicle designed to carry cargo with a loaded gross vehicle weight over 14,000 pounds.
- Pick-ups (as defined by IRS Publication 15-B).
- Vans (as defined by IRS Publication 15-B).

### Use of personal vehicle for County Use

Employees using their personal vehicle for County business are responsible for providing all necessary insurance coverage. The County will not cover any insurance costs, or costs not covered by insurance, associated with the use of a private vehicle for County business. Employees choosing to use their personal vehicles when County vehicles (department or pool) are available will not be reimbursed for mileage, gas, oil, etc.



### Reimbursable Expenses

Gas, oil, parking, and similar expenses incurred by an employee using a County vehicle on County business are reimbursable. Receipts must accompany any and all requests for reimbursement.

Employees using personal vehicles due to the unavailability of a County vehicle will only be reimbursed for actual mileage at the current I.R.S. mileage reimbursement rate according to the Taxable Fringe Benefits Policy.

### Traffic Fines

The cost of fines, etc. resulting from driver caused traffic crimes, traffic offenses, traffic violations, overtime parking, etc. will be paid by the driver.

### Vehicle Allowance

The Board of Commissioners in its' discretion may authorize any department to budget for monthly vehicle allowances in-lieu of County provided vehicles. The amount of this allowance will be determined by the Board of Commissioners and shall be based upon estimated average annual mileage and the prevailing Internal Revenue Service mileage reimbursement rate. Thereafter, the allowance shall be adjusted (increased) to reflect annual IRS Mileage Reimbursement adjustments.

### Accident Reporting Procedures

All drivers are required to adhere to the Accident Reporting and Vehicle Maintenance rules and regulations outlined in this Policy.

All accidents must be reported by the driver to their supervisor and the Human Resources Department immediately.

All accidents must be documented on a vehicle accident form as soon as possible. Additional forms are available in the Human Resources Department.

Drivers who are involved in an accident, whether preventable or not, shall review the accident details with their supervisor.

All drivers should adhere to the following instructions concerning an accident:

- Stop immediately
- Take necessary precautions to prevent further accidents at the scene.
- Render all reasonable assistance to injured persons.
- **Call 911.**
- Get names, addresses, license numbers, phone numbers and insurance carrier information from all parties involved in the accident, including witnesses.



- Do **not** discuss the accident with anyone at the scene other than the police.
- Complete the County accident report.
- Report the accident immediately to your supervisor.

#### Post-Accident Drug Testing

In compliance with the Wasco County Drug Testing Policy, any driver involved in an accident will be required to submit to a drug and/or alcohol test. For further details refer to the drug testing policy.

#### Vehicle Maintenance Program

Employees are expected to exercise care in maintaining the physical appearance of the vehicle and to minimize wear and tear whenever possible.

Any defect in the County vehicle should be reported to the employee's supervisor and a decision reached on the proper method to correct the problem.

Drivers and supervisors must conduct periodic safety checks of their County vehicle to ensure the vehicle is suitable for operation.

#### Safety Equipment

County vehicles will normally be equipped with basic safety equipment such as safety flares, first aid kit and a fire extinguisher. In addition, some non-law enforcement County vehicles as well as vehicles utilized under the Vehicle Allowance section of this policy may be equipped with County communication equipment and additional traffic safety equipment.

#### Safety

It is County policy and State law that all drivers and passengers will use their seat belts.

Smoking is prohibited in all County vehicles.

County vehicles will not be utilized to tow or "push" a disabled vehicle (excluding Sheriff's Department vehicles or Public Works' vehicles authorized by a Supervisor).

Hands-free devices must be used by all County personnel (other than law enforcement) whenever driving a County vehicle or a personal vehicle on County business. Please note, the use of a speaker phone is not considered a "hands-free" accessory.

Texting while driving is strictly prohibited.

#### Violation of County Vehicle Policy or Standards

Employees who are required to operate a County vehicle while performing their job, and who



experience a deterioration of their driving record due to convictions for Traffic Crimes, Traffic Offenses, Traffic Violations or who are involved as a driver in multiple reportable accidents and/or who violate any of the terms of this Policy, may be prohibited from operating County vehicles and may be subject to disciplinary action up to and including termination.

- Any employee subject to this policy who enters a DUII diversion program must notify his/her supervisor immediately.
- Any employee assigned or using a County vehicle that has his/her license suspended, revoked, withdrawn or denied must notify his/her supervisor of such action immediately.
- Employees unable to perform the essential functions of their job due to the loss of County vehicle operating privileges may be considered for temporary transfer to other non-driving positions, or depending on the nature of the incident, will be disqualified from operating a County vehicle, and will be subject to disciplinary action up to and including termination.
- Wasco County retains the right to determine whether such a modified work assignment can be provided which will be consistent with the needs of the department. Such transfers are solely at the option of the employer. Employees unable to meet the essential functions of their job due to loss of County vehicle operating privileges may be terminated.

#### Immediate Dismissal

A driver will be subject to immediate dismissal inclusive of but not limited to any of the following occurrences:

- A felony involving the use of a County vehicle or the use of a personal vehicle while on County business.
- Operating a County owned vehicle or operating a personal vehicle while on County business when reasonable cause exists to believe an employee was under the influence of illegal drugs or alcohol as defined by the Wasco County Drug Free Workplace Policy.
- Consumption of alcohol or illegal drugs in a County vehicle or in a personal vehicle while on County business.
- Transportation of alcohol or illegal drugs in a County vehicle.
- Leaving the scene of an accident involving a County vehicle or a personal vehicle while on County business.
- Other incidents of a nature determined to be serious enough to warrant immediate dismissal.

#### Other Offenses

- Violations of any of the other provisions of this Policy will be subject to disciplinary action up to and including termination as determined by the County

*This policy shall take effect immediately and may from time to time be revised. All revisions, as recommended and adopted by the Wasco Board of Commissioners, shall be made part of this policy as if said revisions were fully written hereunder.*





Vehicle Policy  
Adopted: 03/07/2012  
Revised: 03/14/2017

| APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2017.

WASCO COUNTY BOARD OF COMMISSIONERS

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

\_\_\_\_\_  
Steve D. Kramer, County Commissioner

\_\_\_\_\_  
Scott C. Hege, County Commissioner

APPROVED AS TO FORM:

\_\_\_\_\_  
Kristen Campbell  
Wasco County Counsel



**Agenda Item**  
**Mid-Columbia Economic Development District and**  
**Wasco County EDC**

- [MCEDD Annual IGA](#)
- [Economic Development Commission Quarterly Report](#)

**INTERGOVERNMENTAL AGREEMENT**  
**BETWEEN**  
**WASCO COUNTY AND**  
**MID-COLUMBIA ECONOMIC DEVELOPMENT DISTRICT**

This Intergovernmental Agreement is made and entered into this \_\_\_\_ day of July, 2017, by and between Wasco County and Mid-Columbia Economic Development District (hereinafter referred to as MCEDD).

**PURPOSE**

MCEDD, working under the direction of the Wasco County Board of Commissioners and the Wasco County Economic Development Commission, will provide leadership and staff support for economic development activities in Wasco County, as outlined in MCEDD's Scope of work of 2017 listed below,

MCEDD, as directed by the Wasco County Board of Commissioners, will be responsible to the Wasco County Economic Development Commission (WCEDC) for the following areas:

1. MCEDD will work closely with the Chair of the WCEDC to prepare an annual calendar of meetings as well as the agendas for each meeting, take minutes at the meetings, and make the arrangements for all scheduled meetings of the WCEDC; and
2. MCEDD will communicate with WCEDC members, County Commissioners and other entities in Wasco County; and
3. MCEDD will work with employees of Wasco County to maintain a web site that shows the calendar of events as it pertains to the WCEDC; and
4. MCEDD will assign staff to support the WCEDC; and
5. MCEDD will work closely with the WCEDC to review and update the Wasco County Economic Development Strategic Action Plan to ensure the accuracy of information presented in the plan and that it identifies key economic development opportunities and challenges; and
6. MCEDD will work closely with the members of the WCEDC to determine a long-term scope of work (Exhibit A) for the MCEDD staff assigned to work with the WCEDC, and for the WCEDC; and
7. MCEDD will work closely with the WCEDC to gather, review and prioritize Wasco County economic development projects; and
8. MCEDD staff will be available to provide economic development assistance in Wasco County by providing assistance in grant writing, project development, and the acquisition of resources from supporting organizations; and

9. MCEDD will work closely with the members of the WCEDC to develop and implement WCEDC committee work plans focused on moving priority projects forward;
10. MCEDD will serve as point of contact for Wasco County for all economic development information requests and make referrals as needed to community partners; and
11. The Executive Director, or a designee at MCEDD, will be available to report quarterly to the Wasco County Board of Commissioners on the activities of the Wasco County Economic Development Commission or as requested by the Wasco County Board of Commissioners; and

**PERSONNEL:**

Amanda Hoey shall be designated as MCEDD's Primary Contact Person for the purposes of this Agreement. This Project Administrator shall be responsible for management of MCEDD's day to day administrative activities under this Agreement, and for apprising and updating the Wasco County Board of Commissioners and the Wasco County Economic Development Commission.

**WASCO COUNTY'S RESPONSIBILITIES:**

Wasco County will be responsible for being the Fiscal Agent for all grants received by Wasco County. In consideration for services rendered under this agreement, Wasco County will provide MCEDD Fifty Thousand Dollars (\$50,000) during Fiscal Year 2018 as follows: Twelve Thousand Five Hundred and Fifty Dollars (\$12,500) payable on September 30, 2017,

December 31, 2017, March 31, 2018 and June 30, 2018. This Agreement may be terminated within thirty (30) days in writing if funding is no longer available. This Agreement shall remain in effect until June 30, 2018.

MID-COLUMBIA ECONOMIC  
DEVELOPMENT DISTRICT

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Amanda Hoey

WASCO COUNTY BOARD  
OF COMMISSIONERS

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Rod L. Runyon, Commission Chair

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Steven D. Kramer, Commission Vice-Chair

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Scott C. Hege, County Commissioner

APPROVED AS TO FORM:

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Kristen Campbell,  
Wasco County Counsel

## Exhibit A Scope of Work

### **Wasco County Economic Development**

Mid-Columbia Economic Development District (MCEDD) staff will work closely with the Wasco County Economic Development Commission (WCEDC) to execute the scope of work outlined below.

#### **Scope of Work**

1. **WCEDC CALENDAR:** At the beginning of the fiscal year, MCEDD will work with the WCEDC on the calendar of regularly scheduled meetings, keeping in mind the need to meet throughout the County. Commission meetings and special meetings will be arranged as needed. Prior to each meeting, staff will work with the WCEDC Chair to create and distribute a written agenda. Appropriate public notices will be distributed to the news media and meeting minutes will be taken to document Commission discussions and actions.
2. **ECONOMIC DEVELOPMENT OPPORTUNITIES:** Engage in a process to identify economic opportunities throughout Wasco County and investments that address the current, most important economic needs of the County. The process shall include outreach to community leaders to ensure responses are representative of the entire County, with a focus to communities with fewer economic resources. Projects will focus on infrastructure to support community readiness as well as initiatives and activities that demonstrate potential for the greatest economic growth. MCEDD will compile the list of issues and present it to the WCEDC for prioritization, inviting in local advocates to assist in the process, as appropriate. The list will ultimately be submitted to the Wasco County Board of Commissioners for discussion and acknowledgement.
3. **ECONOMIC DEVELOPMENT ASSISTANCE:** MCEDD will work with the WCEDC and partners in the County to ensure all efforts are made to provide assistance. This element of the scope of work may be the largest as opportunities arise in the County that require personal assistance for job generating activities or addressing infrastructure and community needs while working to increase community capacity to conduct this work. Under this element, MCEDD will facilitate discussions and efforts that consider how the WCEDC can encourage, support and help foster a business climate that attracts private sector investments and job creation in the County.

## Exhibit A Scope of Work

4. **INFORMATION AND REFERRAL:** MCEDD will serve as point of contact for Wasco County for economic development information requests and make referrals as needed to community partners. All project leads specific to Wasco County will remain confidential, limited to those who need to know, unless the WCEDC determines there to be a strategic advantage in a wider sharing of information. To provide current and accessible information the WCEDC website will be maintained and updated. Lists of funding sources and grant writers will be made available to the WCEDC. The project lead will represent the County, whenever possible, at economic development related activities in the region.
5. **STRATEGIC PLAN:** An important part of any economic development activity is the planning process. The current strategic plan for economic development in Wasco County will be updated to reflect the current status of Wasco County. MCEDD will work with the County Commission, WCEDC and local partners to create a relevant plan for the future. Once the plan is completed, copies of the plan will be distributed to key community partners and posted on the website.
6. **LONG TERM SCOPE OF WORK:** The long term scope of work will be directed by the strategic plan. MCEDD staff will create bi-monthly work plans focusing on reaching goals and targets established in the approved strategic plan.
7. **REPORT OF ACTIVITIES:** MCEDD staff will formally report to the Commission on a quarterly basis about the activities of the WCEDC, progress of developing projects outlined in the strategic plan, and other significant economic development related issues or activities. Staff will also work with EDC members and other partners to better share the work conducted by the EDC on a regular basis.

### **Evaluation**

The performance of this contract can be based on the timeliness and quality of the project deliverables:

- Meeting calendar set early in the contract with agendas, public notices, minutes, and appropriate follow-up as directed by the WCEDC.
- A prioritized Economic Development Project List that represents the County's funding needs and opportunities and fulfills any federal and state requirements.

## Exhibit A

### Scope of Work

- An updated Wasco County Economic Development Action Plan (Strategic Plan) created with community input.
- Progress reports to Wasco County Board of Commissioners including a summary of information and referral requests, progress on the long term scope of work, efforts and activities that address private sector investment and job creation and economic development assistance provided by MCEDD staff.
- A report at the end of the contract period summarizing activities undertaken during the period.



**Agenda Item**  
**Wasco County Economic Development Commission**  
**Quarterly Report**

- [Staff Report](#)
- [EDC Strategic Action Plan](#)
- [Community Enhancement Projects](#)

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

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June, 2017

**Wamic/Pine Hollow Committee**

The Wamic/Pine Hollow Committee consists of EDC Commissioners Joan Silver and Stan Kelsay. Wamic Water & Sanitary Authority (WWSA) finalized their Water System Assessment in December and it indicated the need for almost \$2 million in investment to replace and enhance both their distribution system and reservoir. Staff worked with RosAnna Noval from RCAC to review the funding process and best practices for approaching it with the Wamic Water Board in April. They are exploring additional training opportunities with RCAC moving forward. Staff is also working closely with WWSA and Business Oregon staff to prepare for a one-stop meeting scheduled for June 27 in The Dalles with the various potential funding agencies to discuss funding resources and any additional study that might be required to move the project forward.

Staff attended the South Wasco Park and Recreation Board meeting in March to review the status of the Pine Hollow Reservoir North Boat Ramp Replacement project. Staff worked with the Board to assist in grant writing for their application to the Oregon State Marine Board for the bulk of the funds for the project. Staff also provided a letter of support from the EDC. The application was submitted in April and the funding decisions will be made on July 6th. The South Wasco Park and Recreation Board also submitted a successful grant application to Oregon Department of Fish and Wildlife for \$93,750, which covers the matching funds required for the project.

**Dufur Committee**

The Dufur Committee worked with the City and Chamber to finalize the Dufur Community Vision and Action Plan and it was adopted by the City in April at their Council meeting. Dufur Committee Members Kathy Ursprung, Mary Kramer and staff reviewed the Visioning Plan and identified specific projects the Committee is interested in working with the City and other partners to move forward in the coming year. These included hosting a gathering to discuss opportunities to develop a community center at the former Methodist Church, convening a conversation with the Forest Service around the Barlow Ranger Station's role in the community, and continuing to work with the City around addressing infrastructure needs for water, waste water, broadband, and transportation system improvements. This approach was presented to Council for input on June 13.

**Mosier Committee**

This effort is spearheaded by EDC Commissioners Terry Moore and Gary Grossman. The Committee met with the City of Mosier to discuss upcoming projects and identify opportunities for support. Additionally, the Committee is working with the City to support an abbreviated strategic planning process that will build on the Team Mosier information gathering and public meetings, the TSP process, and the outreach around the proposed joint-use facility to formulate a strategic plan to help guide the City moving forward. This meeting will likely occur in late June.

**Broadband Committee**

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. The Broadband Committee includes Stan Kelsay and Frank Kay. A second

meeting between representatives of Q-Life, partners in the Maupin fiber project, and staff with CenturyLink was held in late February to further collaboration conversations around the Connect America Fund II investments in Wasco County. Additionally, staff have been working with the City of Maupin and Q-Life to discuss needed funding for completion of the Maupin Fiber Build. Staff also attended Rural Oregon Day in Salem to represent the Maupin Fiber Project and share that model with other rural communities and legislators. Additionally, there is interest in hosting a summit focused on utilization of the broadband connectivity in Maupin to begin the conversation around ensuring that this asset is leveraged for community and economic development opportunities. Staff have discussed this proposal with local partners and outside experts and there is strong support for moving forward with a gathering. Planning is in initial stages with a goal to have the summit in the fall.

**Open for Business Committee:** The Open for Business Committee includes EDC Commissioners Nan Wimmers, Fred Justesen, Kathy Ursprung, and Matthew Klebes. Staff worked with the Committee to develop a new work plan for 2017 that revolves around continuing to ensure existing business support resources are accessible and further developing our understanding of industry needs throughout the County. The work plan includes continued refinement of the business siting guides and outreach about using them, updating the major employers list for Wasco County, and conducting interviews with businesses outside of The Dalles area to complement the Port and Main Street Business Retention and Expansion activities. Additionally, the Open for Business Committee is interested in working with the smaller communities and entities to support their business readiness and sees an opportunity to develop a grant writing workshop to support enhancing their capacity to access resources for key projects.

#### **Ag Committee**

The Ag Committee includes EDC Commissioners Joan Silver and Dean McAllister. The group discussed opportunities for engagement with the Wasco County 2040, the County's Comprehensive Plan Update process. They met with planning staff to discuss this process as well as general questions around agri-tourism, exclusive farm use zoning, and legal parcel issues.

#### **Community Enhancement Projects**

- The Deschutes Rim Health Clinic and its Foundation are working with a strategic planning and fundraising consultant to develop a strategy for building an expanded health clinic in Maupin. Staff participated in an interview during the information gathering phase of this project, and has met with the Clinic Director to discuss opportunities for support from the EDC.
- Staff provided assistance to the City of The Dalles in developing their Oregon Water Resources Department grant application for Dog River Pipeline as well as providing a letter of support from the EDC.
- The City of Maupin has moved forward with the purchase of a new site for the joint City Hall/Library building that is located adjacent to Kaiser Park in downtown Maupin. This site will allow for a large facility at a lower cost due to site constraints on the old site as well as cause less disruption of service during construction as the old buildings can be used during the process. Staff worked with the City of Maupin to discuss support for their funding campaign related to their project.
- Staff worked with the City of Maupin as they submitted a letter of interest to the Drinking Water Source Protection program to fund a project that will better protect the springs that provide the City's water.

- Staff worked with the Port of The Dalles to submit a proposal for technical assistance for the AgLAB food business building project to the University of Oregon EDA University Center to conduct a feasibility study and related research.

### **General EDC Activities:**

EDC staff provided the following support services:

- **June Quarterly EDC Meeting:** The EDC met in June at the Wasco County Fairgrounds/Hunt Park and were welcomed by Fair Board Member Cynthia Kortge as well as Secretary Kay Tenold and Caretaker Zach Harvey. The EDC was provided both a short history of the Wasco County Fair as well as a tour of the grounds to discuss potential projects moving forward. The meeting also provided an opportunity for the EDC to review and provide comments on the 2017/2018 Strategic Action Plan, hear from Wasco County planning staff about the Wasco County 2040 Update, and elect officers for the upcoming year. Chair Ursprung was reelected and Stan Kelsay was elected to the Vice Chair position.
- **Attainable Housing Fund:** This revolving loan fund, created through Regional Solutions and housed at MCEDD, was capitalized with approximately \$2 million to support development of attainable/workforce housing. One loan has been approved in Wasco County for over \$200,000 to support redevelopment of nine housing units in the Honald Building in Downtown The Dalles. Inquiries about additional projects have increased as well. Further funds are available for lending both through this fund and through MCEDD's regular loan funds focused on small businesses.
- The Regional Solutions Team held an outreach meeting in Maupin to discuss potential resources available for their projects, or challenges to implementation. Mayor Ewing and several city councilors attended and provided overviews of 13 ongoing projects in town. Several follow up actions have occurred around a proposed micro-hydro project and water source protection as well as several other infrastructure efforts.
- Staff met with a USDA Rural Development representative to review projects submitted during the Community Enhancement Projects process to identify any that would be a good fit for their funding sources, including both infrastructure financing and community facilities financing.
- Staff met with the Wasco County planning and public health staff to discuss challenges in Tygh Valley with their current septic systems. Continued work is occurring with the County as well as local and state partners to discuss opportunities to address these challenges.
- Staff met with the SWA to learn more about their interest in diversification of agricultural production in the County as well as had several follow up conversations with local partners including Gorge Grown Food Network and OSU Extension about interest in engaging in the process, potential resources and challenges, and steps related to studying feasibility that might be taken to further explore this concept.
- Staff and EDC Chair Ursprung facilitated a roundtable on infrastructure challenges in Wasco County with Jason Lewis Berry, Governor Brown's Jobs and Economy Policy Advisor and Regional Solutions Director. Representatives in Dufur participated in the conversation to share an example of the efforts being taken to better plan for and invest in needed infrastructure, the challenges around resource development to meet these needs, and the creative partnerships that small communities develop to more efficiently use the resources they do have. The forum focused on water/waste water, broadband, workforce, and energy efficiency.
- Staff also participated in a Regional Solutions Advisory Team Meeting with Governor Brown to discuss challenges with broadband access in the Mid-Columbia

Region, and Wasco County in particular. Attainable housing was also a significant topic of discussion with the Advisory Team. Governor Brown also met with leaders in the agricultural industry to discuss their business' needs as well as welcomed students to the Gorge Technology Alliance's STEM Career Day held at The Dalles Readiness Center.

- **Regional Comprehensive Economic Development Strategy Update:** MCEDD and partners in the Mid-Columbia region are finishing the update process for the five-year major overhaul of the region's Comprehensive Economic Development Strategy (CEDS). Staff participated in sessions in February and March that focused on strategy and action plan development and resiliency in the regional economy. Additionally, the Regional Project list was finalized and included Dog River Pipeline (3), Mosier Well Repair (5), and the Mosier Joint Use Facility (7). The comment period on the draft strategy was open through May 25, 2017. The final strategy will be adopted by the MCEDD Board in mid-June.

### **By The Numbers**

*Source: Oregon Employment Department*

- Unemployment rate (seasonally adjusted)

	<b>April 2017</b>	<b>March 2017</b>	<b>April 2016</b>
<b>Oregon</b>	3.7%	3.8%	5.0%
<b>Wasco County</b>	3.7%	3.8%	4.9%

- Total Nonfarm Payroll Employment (Not Seasonally Adjusted)

	<b>April 2017</b>	<b>March 2017</b>	<b>April 2016</b>
<b>Oregon</b>	1,868,700	1,852,600	1,828,400
<b>Wasco County</b>	10,360	10,230	10,290

## **Memorandum**

**Date:** June 12, 2017  
**To:** Wasco County Economic Development Commission  
**From:** Carrie Pipinich, EDC Coordinator  
**Re:** Wasco County EDC Strategic Action Plan Update

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The EDC last conducted an overhaul of its Strategic Action Plan in 2013. In the four years since this process occurred, there have been significant changes that impact the utility of the current plan for staff and the Commission as we conduct our work to support strong communities throughout Wasco County.

These changes include: a major overhaul of the EDC's role; successful implementation of the EDC's committee structure; and additional partners and changes in focus for existing partners. In addition, there have been significant shifts in our local economy as the region recovered from the recession that have created different challenges and opportunities related to economic development in Wasco County and the Mid-Columbia region.

EDC Staff and Commissioners have worked together over the last six months to develop a draft Strategic Action Plan. The attached plan is intended to reflect the changes noted above as well as align us with regional and local activities to better work together to leverage limited capacity for additional impact. Moving through this update process has also further developed the EDC's longer term strategies which will allow us to target our resources to increase their impact in Wasco County.

The plan was adopted by the EDC at its June 1, 2017 meeting in Tygh Valley.

### **Request**

1. Please review the Draft Strategic Action Plan.
2. Provide staff feedback related to areas of focus for this year or missing opportunities.





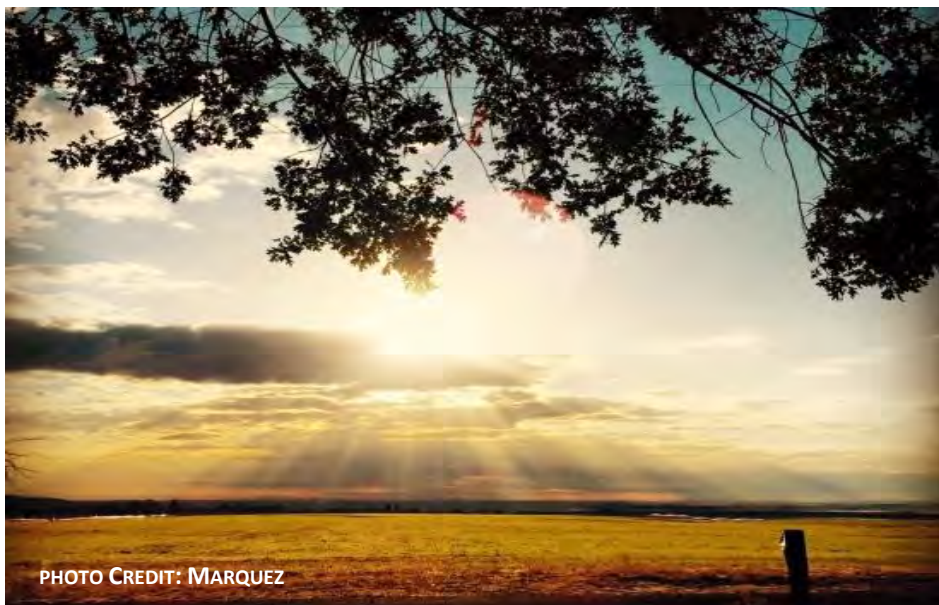
# 2017/2018 ECONOMIC DEVELOPMENT ACTION PLAN



**WASCO COUNTY ECONOMIC DEVELOPMENT COMMISSION**







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## SPECIAL THANKS TO THE FOLLOWING:

### Wasco County Board of County Commissioners

Rod Runyon, Chair

Steve Kramer, Vice Chair

Scott Hege

### EDC Members

Position 1 – Northern: Terry Moore

Position 2 – Central: Mary Kramer

Position 3 – Southern: Frank Kay

Position 4-Port Of The Dalles: Kathy Ursprung, Chair

Position 5-City Of The Dalles: Matthew Klebes

Position 6-Chambers Of Commerce: Nan Wimmers

Position 7-At Large (Agriculture-Wheat, Cattle): Fred Justesen

Position 8-At Large (Agriculture-Fruit Growers): Dean McAllister

Position 9-At Large: Gary Grossman

Position 10-At Large: Joan Silver

Position 11-At Large (Utilities): Stan Kelsay

### EDC Staff

Carrie Pipinich, Mid-Columbia Economic Development District





# ECONOMIC DEVELOPMENT COMMISSION OVERVIEW

The Wasco County Economic Development Commission is a County appointed Commission that works for an economically robust Wasco County. The EDC is a representative body made up of 11 Commissioners, each of whom represents a different constituency geographically and from key industries.

The EDC acts as the economic development arm of Wasco County. Its activities focus on job creation, improving wages, and increasing capacity throughout the County. The EDC is directly responsible for the following activities:

1. **Information Source:** Keeping the Board of County Commissioners and partners apprised of economic development activity, opportunities, and needs throughout the County.
2. **Community Capacity Building:** Collaborating with, and providing technical assistance to, local entities to accomplish projects focused on the above outcomes and to bring further investment into Wasco County.
3. **Leadership:** Providing leadership on countywide economic and long term development efforts.

To fulfill this role, the EDC meets quarterly at various locations throughout the County as a full group, with active working groups focused on moving specific projects forward come together in the interim. These projects are chosen in two primary ways. Communities and organizations bring forward specific projects through the Community Enhancement Project Process that the EDC engages with to support implementation. Additionally, the EDC itself identifies and develops projects that support long-term economic development strategies.



# STRATEGY AND PROCESS

## Strategy

This plan is intended to guide the work done by the Wasco County Economic Development Commission in the coming five years. It provides an overview of the EDC's vision for Wasco County supported by the County's demographic and economic profiles and a strengths-weaknesses-opportunities-and-threats analysis. The information provided builds on work done at the regional level and seeks to align the EDC's efforts with the regional strategy where relevant to leverage additional capacity. These foundations provided the framework for the specific goals and strategies developed as well as direct the formation of the EDC's action plan for the coming year



## Development and Adoption

In order to draft this economic development strategy and its accompanying action plan, the Economic Development Commission moved through a six month process started in December of 2016. At each EDC meeting a specific portion of the material for the plan was reviewed and input provided by the EDC Commissioners (detailed to the right). Additionally, each of the six EDC Committees (Broadband, Wamic/Pine Hollow, Mosier, Dufur, Open for Business, Agriculture) was reconfirmed at the February meeting in order to facilitate action plan development.

The full strategy and action plan was adopted by the EDC on June 1, 2017. It will provide a clear framework for the EDC for the coming five years with minor annual updates incorporated into the action plan to reflect current activities and any significant changes to the economic development landscape.

## PROCESS OVERVIEW

**DECEMBER 1, 2016:** REVIEW EDC'S CURRENT ROLE, DEMOGRAPHIC AND ECONOMIC TRENDS, SWOT. REVISE PREVIOUS MISSION + VISION +GOALS AS NEEDED.

**FEBRUARY 2, 2017:** COMMUNITY ENHANCEMENT PROJECT PRIORITIZATION , STRATEGY DEVELOPMENT, COMMITTEE FORMATION.

**MARCH TO MAY 2017:** EACH OF THE SIX COMMITTEES AND EDC LEADERSHIP DEVELOPED ACTIONS BASED ON MISSION, VISION, AND STRATEGIES. STAFF COMPILES.

**JUNE 1, 2017:** EDC ADOPTS DRAFT ECONOMIC DEVELOPMENT STRATEGIC ACTION PLAN

# DEMOGRAPHIC AND ECONOMIC TRENDS

Wasco County is one of Oregon's oldest counties, established in 1854 by the Oregon Territorial Legislature. The county seat is the City of The Dalles with other incorporated cities including Antelope, Dufur, Maupin, Mosier and Shaniko. The County is approximately 2,392 square miles with approximately 59% held in private ownership, 25% in Tribal lands, and the remaining in a variety of public ownerships with the largest being US Forest Service land. The County is bounded by the Columbia River to the North, the Deschutes to the East and the Mt Hood National Forest on the West.

The Dalles area holds the majority of the County's population with approximately 16,000 of the almost 26,000 residents in the County within its urban growth boundary. Wasco County's population has grown at a rate of approximately 2.2% since 2010, whereas Oregon has grown 5.2% in the same period. Wasco County's population has a smaller percentage of younger residents and a larger percentage of residents over 55 than the State as a whole or The Dalles. In addition to this shifting age distribution, Wasco County's Latino population has grown significantly over the last 15 years with its percentage increasing from 9.3% in 2000 to 17.4% in 2015. These shifts will impact required services, the types of businesses in demand, and workforce skills needed in the coming years.

Educational attainment can be an important indicator for workforce skills. For those over 25 in Wasco County 10.9% of the population has an associate's degree, with the percentage in The Dalles at 12.7%. Only 12.3% in The Dalles and 11.7% in Wasco County have a bachelor's degree compared to 17.5% nationally and 19.3% in Oregon. Graduate or professional degrees are also harder to come by locally than nationally with only 7% of the population in Wasco County having this type of degree. Median income increases and poverty rate decreases as educational attainment rises locally as well as nationally as education impacts the types of jobs available to residents.

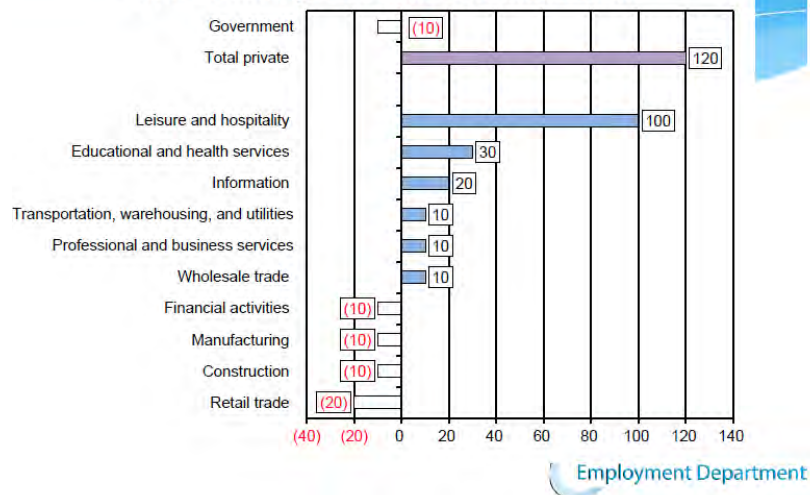
Median household income in Wasco County grew to \$43,422 in 2015 from \$42,133 in 2010. Approximately 17% of residents remaining in poverty despite overall income growth. Wasco County has a significantly smaller percentage of households (25.7%) making over \$100,000 than Oregon as a whole (32.6%). This difference is made up in part by a larger percentage of middle and low income households making between \$15,000 and \$74,999.



The main driver of Wasco County's economy remains agricultural production. The County produced almost \$90 million in agricultural products sold, with most of this being in crop sales and 11% in livestock sales reported for the 2012 Census of Agriculture. The main products include a variety of types of wheat, sweet cherries, and forage. Wasco County produces the second most sweet cherries of any county in the country and is in the top 10% of wheat producers in the country as well. The industry employs over 9,000 workers, with approximately 600 of those being full time and the remaining being seasonal.

### Leisure and Hospitality Led Wasco County in 2015 – but Government Landed in the Minus Column...

Wasco County 2015 Non Farm Job Growth



Wasco County's non-farm economy has added jobs and reduced unemployment for each of the last five years. In 2015, this growth was focused in the leisure and hospitality sector. However, the largest industries continue to be education and health services and trade, transportation, and utilities with local government employment a distant third. Total payroll in Wasco County for 2016 came to almost \$453 million from \$334 million in 2010. Approximately 86% of the jobs held in Wasco County are held by in-county workers, so much of this income stays local. There are significant commuting patterns within the region however.

In addition to recovering jobs and income since the recession, the real estate market has also almost fully recovered in Wasco County. Value of home sales in 2006 was approximately \$64 million, and in 2015 was back up to \$62 million in Wasco County. However, current listings are at approximately a third of what they were before the real estate bubble burst. Population growth rate in The Dalles area has outpaced home

construction over the last five years, creating shortages in homes.

These indicators point toward a strengthening economy, with some significant challenges around improving incomes, reducing poverty, and continued economic diversification.

# SWOT ANALYSIS

The EDC developed a strengths-weaknesses-opportunities-threats analysis leveraging an in-depth regional SWOT that included input from a wide variety of stakeholders including local government and elected officials, industry representatives, community members, and other stakeholders. This analysis provides an opportunity to think of the broader landscape impacting the EDC's work in economic development. It also allows for consideration of key partnerships to engage with in support of efforts that align with the EDC's vision for the community that might be outside of its mission.

	Strengths	Weaknesses	Opportunities	Threats
Natural Resources	<b>Natural Resources and Climate</b> <ul style="list-style-type: none"> <li>Natural Resource Base</li> <li>Climate</li> <li>Air Quality</li> </ul>	<b>Management Resources</b> <ul style="list-style-type: none"> <li>Decreasing budgets for natural resource management</li> <li>less proactive management</li> </ul>	<b>Leverage Natural Assets</b> <ul style="list-style-type: none"> <li>Wood and Forestry Products Innovation</li> <li>Renewable Energy</li> <li>Fishing Industry</li> </ul>	<b>Natural Disasters/Hazards</b> <ul style="list-style-type: none"> <li>Wildfire, ice storms and other natural disasters</li> <li>Aging emergency response systems</li> </ul>
Demographic Shifts	<b>Culture</b> <ul style="list-style-type: none"> <li>10,000+ years of Indigenous Culture</li> <li>Evolving Demographics</li> <li>Strong sense of community</li> </ul>	<b>Demographics</b> <ul style="list-style-type: none"> <li>Aging population</li> <li>High poverty rate</li> <li>Disparities between communities</li> <li>Inequities</li> <li>Currently many areas have challenges with planning for increased community capacity</li> </ul>	<b>Increasing Diversity</b> <ul style="list-style-type: none"> <li>Growing Hispanic/Latino population</li> <li>Retirees bringing in experience, perspective, and capacity if leveraged</li> </ul>	<b>Impacts of Continued Population Growth</b> <ul style="list-style-type: none"> <li>Need for Further Planning</li> <li>Overuse of Resources</li> <li>Poverty in growing senior population and other segments means groups not able to fully participate in economy</li> </ul>
Infrastructure	<b>Infrastructure</b> <ul style="list-style-type: none"> <li>Abundant, Clean Power</li> <li>Telecommunication and Broadband Capacity</li> </ul>	<b>Infrastructure</b> <ul style="list-style-type: none"> <li>Small systems with significant maintenance and replacement burdens</li> <li>Broadband capacity is limited in many areas</li> </ul>	<b>Connectivity</b> <ul style="list-style-type: none"> <li>Market and use the increased high speed fiber optics in region</li> <li>Further investment in broadband accessibility</li> </ul>	<b>Infrastructure Limitations</b> <ul style="list-style-type: none"> <li>Overused infrastructure</li> <li>Water/Wastewater</li> <li>Limited existing buildings and industrial land</li> </ul>



	Strengths	Weaknesses	Opportunities	Threats
Agriculture	<b>Agricultural Foundation</b> <ul style="list-style-type: none"> <li>Nationally known agricultural region (cherry, wheat)</li> <li>Good soil and climate for a variety of crops</li> </ul>	<b>Changes in Agricultural Landscape</b> <ul style="list-style-type: none"> <li>Average age of farmers continues to rise</li> <li>Difficult to find needed labor</li> <li>Not permitted events and other activities on ag land can cause conflicts with current uses</li> </ul>	<b>Diversification Ag and Ag Tech</b> <ul style="list-style-type: none"> <li>Value-Add Sector Coordination</li> <li>New Food Processing</li> <li>New Specialty Crops</li> <li>Ag Tech and Research</li> <li>Explore appropriate agritourism opportunities</li> </ul>	<b>Water Access, Regulations, Markets</b> <ul style="list-style-type: none"> <li>Drought Impacts</li> <li>Impacts of Water Regulation</li> <li>Water Access Issues</li> <li>Aquifer Concerns</li> <li>Major fluctuations in commodity pricing and current low prices</li> </ul>
Business Development	<b>Diverse Industry Sectors and Growing Business Sectors</b> <ul style="list-style-type: none"> <li>Diverse Industries</li> <li>Growing Industry Sectors (Unmanned systems, value added ag, manufacturing, fermentation, healthcare)</li> </ul>	<b>Lack of Business Expansion Space</b> <ul style="list-style-type: none"> <li>Available and attractive commercial and industrial spaces</li> <li>Lack of Shovel Ready Land availability</li> </ul>	<b>Focus on Local</b> <ul style="list-style-type: none"> <li>Further development of the locally based economy</li> <li>Supply Chain Development</li> <li>Infrastructure to support industrial and commercial development</li> </ul>	<b>Industry Diversification</b> <ul style="list-style-type: none"> <li>Loss of Any Major Employer</li> <li>Concentration Risk</li> </ul>
Workforce	<b>Human Capital</b> <ul style="list-style-type: none"> <li>Available Talent with Diverse Skill Sets</li> <li>Unique Educational Programs Supported by Businesses</li> <li>Access to Education</li> </ul>	<b>Education, Skilled Workforce</b> <ul style="list-style-type: none"> <li>Advanced Education</li> <li>Quality/Funds for Pre K-12 and Higher Ed</li> <li>Limited Skilled Labor</li> <li>Workforce Training—keeping up with pace of changes in skill requirements</li> <li>Challenges providing CTE educational opportunities to fill jobs not requiring four-year college</li> </ul>	<b>Business/Talent Attraction</b> <ul style="list-style-type: none"> <li>Leverage Gorge brand to attract aligned businesses</li> <li>Potential to attract human and business talent</li> </ul>	<b>Education Quality/ Opportunity and Workforce</b> <ul style="list-style-type: none"> <li>Educational System Challenges</li> <li>Skilling Up and Meeting Employer's Needs</li> </ul>

	Strengths	Weaknesses	Opportunities	Threats
Housing	<b>Relative Affordability for Housing</b> <ul style="list-style-type: none"> <li>Compared to housing throughout the Gorge, Wasco County remains relatively affordable</li> </ul>	<b>Insufficient Housing Stock</b> <ul style="list-style-type: none"> <li>Insufficient Housing for Local Employees</li> <li>Housing Stock Quality, Availability Concerns</li> </ul>	<b>Housing Rehabilitation</b> <ul style="list-style-type: none"> <li>Potential for rehabilitation of existing stock that is not currently bankable to get it back on the market</li> </ul>	<b>Housing Shortage Impacts</b> <ul style="list-style-type: none"> <li>Availability/ affordability reduces ability to attract/retain workers</li> <li>Impacts businesses' decisions about expanding</li> <li>Increasing homeless population with limited resources (affordable housing, mental health services, etc) to support this group in Wasco County.</li> </ul>
Transportation	<b>Availability of Transportation Systems/Modes</b> <ul style="list-style-type: none"> <li>Hub for region, access to larger metropolitan markets</li> <li>Many modes: Interstates, Highways, Airports, Rail Service, River</li> </ul>	<b>Transportation</b> <ul style="list-style-type: none"> <li>Mobility: Gaps in Public Transportation Options</li> <li>Gaps in Bike/Ped Infrastructure</li> <li>Capacity of roads, airports, rail, etc.</li> </ul>	<b>Address Public Transportation + Multi-Modal Needs</b> <ul style="list-style-type: none"> <li>Further Development of Columbia Gorge Regional Airport</li> <li>Utilization of new tech</li> <li>Expanding Fixed routes</li> <li>Expanding Regional Transit Connections</li> <li>Biking/trail systems</li> </ul>	<b>Maintaining and Enhancing</b> <ul style="list-style-type: none"> <li>Severely limited resources for maintaining transportation infrastructure</li> </ul>
Regulatory and Legislative	<b>Advocates for Wasco County and the Region</b> <ul style="list-style-type: none"> <li>The Dalles Outreach Team</li> <li>Regional Solutions relationships to State Agencies</li> <li>MCEDD: Strong coordination</li> </ul>	<b>Regulatory Environment:</b> <ul style="list-style-type: none"> <li>National Scenic Area Regulations</li> <li>Slow Land Use Decisions</li> <li>Impacts on Development.</li> </ul>	<b>Regulatory Updates</b> <ul style="list-style-type: none"> <li>Restrictions Imposed by NSA</li> <li>Length of Time for Permitting</li> <li>Federal Agency and Natural Resource Management Impact</li> <li>Wasco County Comprehensive Plan update process underway</li> </ul>	<b>Funding</b> <ul style="list-style-type: none"> <li>Declining state and federal funding</li> <li>Shrinking local government budgets</li> </ul>

Strengths		Weaknesses	Opportunities	Threats
Tourism and Recreation	<b>Scenic Beauty, Recreation, Brand and Tourism Industry</b> <ul style="list-style-type: none"> <li>• Strong Tourism Industry</li> <li>• Four Season Recreation</li> <li>• Significant tourism destinations throughout Wasco County</li> <li>• Natural Diversity</li> </ul>	<b>Variation in Tourism Impacts</b> <ul style="list-style-type: none"> <li>• No comprehensive approach to tourism planning—two regions</li> </ul>	<b>Expanding Tourism</b> <ul style="list-style-type: none"> <li>• Year Round, Into Less Traveled Areas with adequate infrastructure to support visitors or plans to develop it</li> <li>• Preserves Rural Character</li> <li>• Brand: Market as World Class Destination</li> </ul>	<b>Tourism Challenges</b> <ul style="list-style-type: none"> <li>• Seasonality can be challenging for communities and businesses</li> <li>• Changes in natural resources (fisheries, forest, etc) impact visitor interest</li> </ul>
EDC	<b>EDC Relationships, Reputation</b> <ul style="list-style-type: none"> <li>• Positive momentum around successful projects</li> <li>• Strong relationships with many communities and organizations</li> <li>• Support from Wasco County BOCC and staff</li> </ul>	<b>EDC Capacity</b> <ul style="list-style-type: none"> <li>• Limited capacity/staff time</li> <li>• Low profile for the work accomplished</li> <li>• Ability to address diverse needs in different parts of the County</li> <li>• Increasingly challenging funding environment</li> </ul>	<b>EDC Accomplishments, Assets</b> <ul style="list-style-type: none"> <li>• Further leverage EDC Commissioners as resource</li> <li>• Improve tracking of outcomes and better share accomplishments and activities</li> <li>• Further develop approach to fulfilling leadership role</li> </ul>	<b>EDC Stability</b> <ul style="list-style-type: none"> <li>• Annual funding cycle tied to County budgeting process</li> <li>• Explore diversification of funding for activities</li> </ul>





## VISION:

**WASCO COUNTY AND ITS COMMUNITIES ARE ECONOMICALLY ROBUST, LIVABLE, AND CONTINUE TO HAVE STRONG RURAL CHARACTER.**

**MISSION: THE EDC COLLABORATES WITH AND SUPPORTS PARTNERS AND LOCAL COMMUNITIES TO CULTIVATE SUSTAINABLE ECONOMIC AND BUSINESS DEVELOPMENT IN WASCO COUNTY**



## GOALS

### VIBRANT AND DIVERSE LOCAL ECONOMY

Develop and implement short and long term strategies that build and diversify the economy in Wasco County and its communities.

### ROBUST INFRASTRUCTURE

Support communities throughout Wasco County in efforts to provide adequate infrastructure to enhance community livability and economic opportunity.

### COMMUNITY CAPACITY

Work with local partners to provide meaningful technical assistance, bring in additional resources, and complete projects that enhance their community's capacity for appropriate economic development.

### INFORMATION SOURCE AND ADVOCACY.

Ensure the Board of County Commissioners, partners, funders, and companies have up-to-date information on economic conditions, activities, and projects that support a resilient local economy in Wasco County.

### STRONG AND SUSTAINABLE EDC.

Strengthen relationships with partners, diversify funding streams, and provide key services.

# STRATEGIES & ACTIONS

The action plan below provides the EDC's roadmap for moving toward its vision of strong, livable communities with robust economies that remain true to their rural character. As actions are undertaken in each of these categories

Goal	Strategy	Action	Committee (s)
<b>Goal 1: Vibrant and diverse local economy.</b> Develop and implement short and long term strategies that build and diversify the economy in Wasco County and its communities.	<b>1.1:</b> Work with partners to ensure information about business resources, incentives, and financing is readily available to those looking to start or grow a business in Wasco County.	<b>1.1.1:</b> Continue dialogue with Business Siting Guide users about utility of guide and opportunities to improve it moving forward.	Open for Business
		<b>1.1.2:</b> Continue to support coordination between entities working on economic development issues throughout the County. Explore opportunities for developing a road-map type document that includes information on various partner's focus areas and ways to connect businesses to support.	Open for Business
	<b>1.2:</b> Support business development in key local and regional industry sectors-including agriculture/value added agriculture, manufacturing, health care, renewable energy, and arts/culture/tourism/recreation-and other opportunities as they arise.	<b>1.2.1:</b> Support the Port of The Dalles in efforts to work with Dufur area organizations on efforts around marketing and enhancing events to support robust businesses in the community.	Dufur
		<b>1.2.2:</b> Continue development of the EDC's Agriculture Committee to identify opportunities for support of this key sector.	Agriculture
		<b>1.2.3:</b> Engage with partners, including Chambers of Commerce and industry organizations, to better understand and support addressing specific industry needs.	Staff
	<b>1.3:</b> Engage with communities and local businesses to identify and address key business needs throughout Wasco County.	<b>1.3.1:</b> Engage, as appropriate, with The Dalles Main Street Business Retention and Expansion program and the Port of The Dalles business. Conduct business interview in communities throughout Wasco County in-line with the Port & Main Street BRE programs to better understand challenges and opportunities they are facing as well as identify	Open for Business

			resource needs and opportunities.	
<b>Goal 2: Robust Infrastructure.</b> Support communities throughout Wasco County in efforts to provide adequate infrastructure to enhance community livability and economic opportunity.	<b>2.1:</b> Address water and wastewater system constraints to economic development and to increase economic resiliency	<b>2.1.1:</b> Work with communities to ensure water/waste water systems assessments are up-to-date and to identify resources to move priority projects forward. Provide additional focus on projects that enable economic development activity.	<b>2.1.1.1:</b> Continue to support water/waste water planning processes and the next steps that come out of those efforts in communities throughout Wasco County, with particular focus on Dufur, Wamic, and Mosier in 2017.	Dufur, Mosier, Wamic/Pine Hollow
			<b>2.1.1.2:</b> Work with partners in Wasco County, the State, and local entities to discuss strategies to support addressing concerns with the septic system in Tygh Valley.	Staff
		<b>2.1.2:</b> Support work occurring with local watershed councils, irrigation districts, the Wasco County Soil and Water Conservation District, and Wy'East Rural Conservation and Development to address water resource challenges impacting economic development activities in innovative ways.		Staff, Committees as appropriate
	<b>2.2:</b> Facilitate coordination between local governments and internet service providers in work to address middle and last mile telecommunications infrastructure gaps and increase redundancy in communications networks.	<b>2.2.1:</b> Engage in further conversations around adequate broadband access and opportunities to enhance that capacity where appropriate with particular focus on South Wasco County.		Broadband
		<b>2.2.2:</b> Continue to support conversations with CenturyLink around CAF II investments in Wasco County and opportunities for collaboration to improve their reach.		Broadband

		<b>2.2.3:</b> Work with the Wasco County Planning Department to identify opportunities to leverage the Comprehensive Plan update to support broadband implementation and explore dig once opportunities.	Broadband
	<b>2.3:</b> Support development of other business infrastructure. For example, transportation, workforce education and training, housing, livability, and resiliency.	<b>2.3.1:</b> Work with Dufur’s City/School District to support engaging resources around their transportation planning and pedestrian safety improvement efforts. Explore potential connections to walkability throughout the community to support access to downtown businesses for visitors.	Dufur
		<b>2.3.2:</b> Continue to support the Mosier community as they explore opportunities to develop a joint-use facility for their Fire Station/City Hall project.	Mosier
		<b>2.3.3:</b> Continue to support the Maupin Library/City Hall project when appropriate as it moves through fundraising efforts and project implementation.	Staff
		<b>2.3.4:</b> Participate in local planning processes, including the Wasco County 2040 and the Gorge 2020 processes, to provide input on vital - economic development issues.	Staff, EDC Leadership

<p><b>Goal 3: Community Capacity.</b> Work with local partners to provide meaningful technical assistance, bring in additional resources, and complete projects that enhance their community's capacity for appropriate economic development.</p>	<p><b>3.1:</b> Work with local communities to build their capacity for developing and implementing priority projects that align with the EDC's vision and goals.</p>	<p><b>3.1.1:</b> Host a meeting to discuss the Dufur Community Center concept and begin formation of a steering committee to move the project forward. If there are interested community members, provide technical assistance as appropriate for the project to move forward.</p>	Dufur
		<p><b>3.1.2:</b> Support Dufur in engaging the Forest Service around the Ranger Station's role in the community and local economy.</p>	Dufur
		<p><b>3.1.3:</b> Work with the newly formed South Wasco Parks and Recreation District to support their efforts to move key projects, including the Pine Hollow Reservoir North Boat Ramp Replacement, forward. As appropriate connect them to resources and provide grant writing technical assistance.</p>	Wamic/Pine Hollow
		<p><b>3.1.4:</b> Support Strategic Planning efforts by the City of Mosier and engage, where appropriate, in supporting implementation of outcomes related to this process.</p>	Mosier
		<p><b>3.1.5:</b> Continue to engage with the South Wasco Alliance and other organizations that support community and economic development to increase their capacity and collaborate on projects when appropriate.</p>	Staff

		<b>3.1.6:</b> Work with businesses, institutions, and residents to support utilization of broadband to enhance economic and community development in Wasco County. Explore hosting a Broadband Summit in Maupin to support utilization of the fiber investment.	Broadband
	<b>3.2:</b> Provide or facilitate training as needed to increase organizational capacity for economic development.	<b>3.2.1:</b> Engage with Rural Community Assistance Corporation around board training opportunities for local water systems and other capacity building assistance they provide. Particular focus in 2017 on work with the Wamic Water and Sanitary Authority Board.	Wamic Committee, Staff.
		<b>3.2.2:</b> Host a grant writing workshop to continue to develop skills around grant writing and connecting to funders. Explore partnerships with other local organizations related to developing this project.	Open for Business
		<b>3.2.3:</b> Work with small communities interested in creating or adding to their web presence to share information on best practices and strategies for content management. Consider providing limited one-on-one assistance as needed or hosting a work session.	Open for Business

<b>Goal 4: Information Source and Advocacy.</b> Ensure that the Board of County Commissioners, partners, funders, and companies have up-to-date information on economic conditions, activities, and projects that support a resilient local economy in Wasco County.	<b>4.1:</b> Gather information on economic development related projects and strategies from throughout Wasco County to share with the Board of County Commissioners, partners, and funders. Partners include local, regional, and statewide organizations focused on the key economic development opportunities and challenges in Wasco County.	<b>4.1.1:</b> Review the Community Enhancement Projects Process with EDC members to discuss any necessary changes to ensure it continues to be relevant to the EDC's work.	Staff, EDC Leadership
		<b>4.1.2:</b> Conduct annual Community Enhancement Project Process including outreach to project owners, ranking process, and consideration of alignment with long-term strategies.	Staff
		<b>4.1.3:</b> Continue to improve ongoing outreach to local communities and funders about priority projects through time on the EDC meeting agendas, regular engagement with organization leadership, and additional strategies as opportunities arise.	Staff
	<b>4.2:</b> Maintain up-to-date information on economic and demographic trends, land availability, and major employers.	<b>4.2.2:</b> Support update of Wasco County Major Employer's List.	Open for Business
	<b>4.3:</b> Develop a strong web presence focused on business and economic development that highlights key business resources and opportunities as well as shares EDC activities in a meaningful way.	<b>4.3.1:</b> Continue to enhance and maintain the EDC's web presence on Wasco County's website.	Open for Business

<b>Goal 5: Ensure a strong and sustainable EDC.</b> Strengthen relationships with partners, diversify funding streams, and provide key services.	<b>5.1:</b> Maintain and implement a long-term economic development strategy as well as intentional annual work plans to guide the EDC's activities.	<b>5.1.1:</b> Update this Economic Development Strategy annually with specific actions to support both long and short term project movement.	Staff
		<b>5.1.2:</b> In addition to information on short-term projects developed during the Community Enhancement Project process, continue to engage on long-term activities with partners that support the EDC's vision. Utilize this context as the EDC determines its focus annually.	Staff
	<b>5.2:</b> Create measurements and track outcomes for the EDC's work and share with the Board of County Commissioners and partners.	<b>5.2.1:</b> Work with EDC Leadership and the BOCC to develop measurements for both long and short-term efforts and report on progress annually.	Staff, EDC Leadership
		<b>5.2.2:</b> Continue to develop the outreach channels and share accomplishments from throughout Wasco County with partners and the community.	Staff, EDC Leadership
	<b>5.3:</b> Explore diversification of funding streams to support the EDC's efforts.	<b>5.3.1:</b> Identify potential funders for specific projects the EDC works on that can leverage current support.	Staff, EDC Leadership



# 2017 COMMUNITY ENHANCEMENT PROJECTS

Each year the Wasco County EDC gathers information about key community economic development projects and activities from throughout Wasco County and recommends a prioritization ranking to the Board of County Commissioners. EDC staff work with each project proponent to gather important information about project stage, investment, and need as well as ensure project deals are posted on the Agora Investment Platform to provide additional visibility for projects.

This process provides an opportunity for a formal dialogue with communities and organizations, as well as a platform to highlight key priorities. It also allows the EDC to leverage its capacity and mandate for provision of technical assistance to identify and support projects that enhance the economic competitiveness of Wasco County and its communities. The EDC determines which projects to focus on based on the prioritization criteria, the level of need for technical assistance, and how projects align with the EDCs strategic priorities.

Prioritization is then annually incorporated into this Strategic Action Plan for the EDC and included in the Mid-Columbia's regional Comprehensive Economic Development Strategy (CEDs) which further highlights projects with regional significance. These documents, along with the Agora Investment Platform, can also be used by project proponents to show local support when seeking funding sources.

## 2017 Priority Project List

Wasco County EDC prioritized the 32 new or ongoing projects submitted by 15 entities in 2017 into the list below. The EDC ranks the top 10 projects and includes the others in the list un-ranked Attachment A. This list was acknowledged by the Wasco County Board of Commissioners at their February 15, 2017 meeting and incorporated into the CEDs at MCEDD's February 23, 2017 Board Meeting.

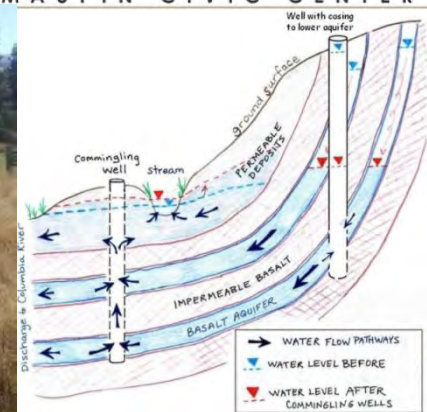
### PRIORITIZATION CRITERIA

1. ADDRESS SPECIFIC ECONOMIC DEVELOPMENT CHALLENGE OR OPPORTUNITIES
2. LEVEL OF IMPACT ON EDC STRATEGIC PRIORITIES
3. LEVEL OF LOCAL COMMUNITY SUPPORT
4. READINESS TO PROCEED/IMPACT OF INCLUSION IN RANKING PROCESS.
5. EQUITY ACROSS WASCO COUNTY
6. TECHNICAL ASSISTANCE READY



**2017 Community Enhancement Projects were ranked as follows:**

1. City of Mosier and Mosier Fire District - Joint Fire Hall/City Hall Development
2. City of The Dalles- Dog River Pipeline
3. Wasco County Soil and Water Conservation District- Mosier Well Repair
4. City of The Dalles- Urban Growth Boundary Expansion
5. Mid-Columbia Medical Center - Hospital Expansion
6. South Wasco Park & Recreation District- Pine Hollow Boat Ramp Restoration
7. Deschutes Rim Clinic Foundation- Clinic Expansion Feasibility Study and District Strategic Plan
8. City of Maupin/South Wasco County Library -South Wasco County Library and Civic Center
9. Wamic Water and Sanitary Authority - Water System Update and Reservoir Replacement
10. City of Mosier - Water System Projects: Well # 5 Development and Eastside System Upgrades



# **ATTACHMENT A: COMMUNITY ENHANCEMENT PROJECTS**

## **FULL LIST**

## WASCO COUNTY ECONOMIC DEVELOPMENT COMMISSION

515 East Second Street The Dalles, OR 97058 ♦ 541-296-2266 ♦ [www.co.wasco.or.us/county/wcedc](http://www.co.wasco.or.us/county/wcedc)

### 2017 Wasco County Community Enhancement Projects

<i>Priority</i>	<i>Project Sponsor</i>	<i>Project</i>
1	City of Mosier/Mosier Fire District	<p><b><u>Joint Fire Hall/City Hall Development</u></b></p> <p>The City of Mosier and the Mosier Fire District have partnered to explore opportunities to locate a joint City Hall and Fire Hall in downtown Mosier, a project that would not only serve the facility needs of growing community but would spur development in the commercial center. The TGM grant program has funded a feasibility study, currently underway, which will likely result in a need for additional funds to develop the joint use building for the community.</p>
2	City of The Dalles	<p><b><u>Dog River Pipeline Upgrade</u></b></p> <p>The existing Dog River pipeline, which is an important component of The Dalles' public drinking water supply and currently transports over 50% of the City's annual water supply, was constructed in the early 20th century. It is a 3.5 mile long wooden pipeline that consists of milled pieces of fir that were assembled in a circular shape and wrapped with heavy-gauge wire and coated with tar. Over the past 100 years, this pipe has deteriorated, is leaking from tree damage, and exhibiting corrosion. Because the pipe is in poor condition, the City plans to replace it in 2017-18. The new pipeline is planned to be constructed of 24-inch-diameter ductile iron pipe, larger than the existing 20-inch wooden pipe. The capacity of the pipeline will increase from 8 to 17 million gallons per day to supply future municipal water demands.</p>
3	Wasco County SWCD	<p><b><u>Mosier Well Repair</u></b></p> <p>After years of reviewing existing data (including a 1988 Oregon Water Resources Department report), collecting new data and building computer models, the USGS published a report in 2012. The big conclusion regarding the cause of Mosier's groundwater declines? Commingling wells are the major culprit. Well problems impact property values and increase costs for agricultural operations. Besides threatening Mosier's economic stability, water supply problems also create conflicts among neighbors and make it difficult for individuals to be self-sufficient on their land. The long-term sustainability of the community depends on a sustainable water supply. This project seeks to</p>

		repair the co-mingling wells in the area around Mosier.
4	City of The Dalles	<p><b><u>Urban Growth Boundary Expansion</u></b></p> <p>The City of The Dalles is conducting periodic review as required by state law. The Dalles is exploring other lands that can be used for industrial purposes that are not constrained by the existence of vernal pools and wetlands. The City and the Community Outreach Team are working with DLCD, the Gorge Commission, and Congressional and Legislative partners to identify a path forward for urban area adjustments in the Scenic Area.</p>
5	Mid-Columbia Medical Center	<p><b><u>MCMC Hospital Expansion</u></b></p> <p>Mid-Columbia Medical Center has embarked on a \$55 million expansion and modernization project. The current hospital was built in several stages, the original structure was constructed in 1959 and the newest addition was in the 1990's. It is currently 111,000 gross square feet. It is not able to accommodate changes in technology and new code requirements, nor is it large enough to accommodate future growth. The solution is to add a 113,000 gross square foot patient tower that will enhance and transform care in the Mid-Columbia region for a facility total gross square foot of 224,000. The Emergency Department and Diagnostic Imaging Department will also be updated and expanded. The project represents a \$55 million expansion and modernization of a \$30 million asset. 125 craft workers and a total of 500 will be employed to work on the project.</p>
6	South Wasco Park and Recreation District	<p><b><u>Pine Hollow Boat Ramp Restoration</u></b></p> <p>The South Wasco Park and Recreation District (SWPRD) has undertaken the project to replace the existing Pine Hollow Reservoir north boat ramp and develop the parking, restroom facilities and adjacent park area for use by the public. The existing boat ramp has been condemned by Wasco County and the Badger Improvement District and closed for several years. This limits recreational access to the lake for boating, swimming and fishing. Pine Hollow Reservoir ranks 65th out of 215 Oregon bodies of water relative to "boating use days.". It serves not only the South Wasco County area, but attracts large numbers of visitors from many Northwest cities and counties.</p>
7	Deschutes Rim Clinic Foundation	<p><b><u>Clinic Expansion Feasibility Study &amp; District Strategic Plan</u></b></p> <p>The Deschutes Rim Health Clinic is in dire need of expansion. Their service provision has grown in response to needs in South Wasco County, but without expansion of their physical clinic space they are unable to truly meet those needs. In order to support this expansion, the Foundation and the White River</p>

		Health District (DBA Deschutes Rim Health Clinic) are working to develop a strategic plan and conduct a feasibility study focused on clinic expansion. This will lay the needed foundation to conduct a capital campaign to expand the clinic in the coming years.
8	<b>City of Maupin/ South Wasco County Library</b>	<p><b><u>South Wasco County Library and Civic Center</u></b></p> <p>Planning, design, and fundraising are underway to support construction of a new, larger, state-of-the-art public library and civic center including City Hall offices and community meeting/gathering facilities. Over \$125,000 has been raised locally from over 300+ donors in South Wasco County. Initial architectural and engineering work is underway currently as well as a grant writing campaign to fund the remaining portion of the project with an eye towards completing fundraising in 2017 and beginning construction shortly thereafter.</p>
9	<b>Wamic Water &amp; Sanitary District</b>	<p><b><u>Wamic Water System Update and Reservoir Replacement</u></b></p> <p>The Wamic Water and Sanitary Authority currently has an old system that is being replaced pipe by pipe with repairs. They also have a holding pond that stores approximately 16,000 gallons of potable water. If there is a fire incident, this is not enough water to support the system and fight the fire. As a result, resident's fire insurance rates are incredibly high. To address this situation, the WW&amp;SA is looking to update the distribution system and build a bigger reservoir. They are currently working through a system assessment study in order to determine the best approach to moving this project forward. This study will be completed this year, and WWSA will begin seeking resources to support its implementation.</p>
10	<b>City of Mosier</b>	<p><b><u>Well #5 Development and Eastside System Upgrades</u></b></p> <p>The City of Mosier completed a Water System Assessment during 2016 which identified several projects. After consultation with funders at a one-stop meeting in October, the City is seeking funding for two of the identified projects together.</p> <ul style="list-style-type: none"> <li>• <b>East Side System Improvements:</b> This project involves the replacement of the Eastside booster pump station and the Eastside Telemetry system. These two facilities are critical to maintaining water supply to the entire east side of Mosier and both are in very poor condition.</li> <li>• <b>Well #5:</b> Currently relying on only one well for all of its supply needs, the City of Mosier is extremely vulnerable to water outages. The City is growing rapidly with over 40 new lots available for development. A new well is the City of Mosier's highest infrastructure priority.</li> </ul>

**Additional Projects Not Ranked:**

School Area Traffic & Safety Study	City of Dufur
Downtown Benches	City of Dufur
Water Reservoir Improvements	City of Maupin
Mosier Hub (Gorge Hub Trail System)	City of Mosier
Mosier Main Street Streetscape Improvements	City of Mosier
Downtown Parking	City of The Dalles
Chenoweth Area Storm Sewer	City of The Dalles
Downtown Streetscape Improvements, Phase III	City of The Dalles
West 6th Street Widening/Traffic Signals	City of The Dalles
Mill Creek Greenway	City of The Dalles
Waldron Drug Exterior	City of The Dalles
Civic Auditorium Theatre Restoration	Civic Auditorium
Audio-Visual Upgrades	Columbia Gorge Discovery Center
Fire/Burglar Alarm System Repair and Upgrade	Columbia Gorge Discovery Center
Airport Terminal Building Design	Columbia Gorge Regional Airport
Construction of Aircraft De-Icing Area	Columbia Gorge Regional Airport
Runway Lengthening Project	Columbia Gorge Regional Airport
Dufur School Solar4Schools Project	Dufur School District
Food Incubator Building	Port of The Dalles
Urban Conservation Community Outreach	Wasco County Soil & Water Conservation District
Youth Empowerment Shelter	Youth Empowerment Shelter

## **Agenda Item**

### **Mapping Agreements**

- [GIS IGAs](#)
- [ORMAP Agreement](#)



## **Mapping Agreements**

### **GIS IGAs**

- [IGA with Mid-Columbia Fire and Rescue for GIS Services](#)
- [IGA with Northern Wasco PUD for GIS Services](#)
- [IGA with Sherman County for GIS Services](#)
- [IGA with City of The Dalles for GIS Services](#)



# WASCO COUNTY

## ADMINISTRATIVE OFFICES

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## INTERGOVERNMENTAL AGREEMENT BETWEEN WASCO COUNTY AND MID-COLUMBIA FIRE AND RESCUE FOR G.I.S. SERVICES

This Agreement is entered into by and between Wasco County, a political subdivision of the State of Oregon, hereinafter called "Wasco," and MID-COLUMBIA FIRE AND RESCUE hereinafter called "MCF&R."

WHEREAS, both Wasco and MCF&R find it beneficial to enter into this Agreement in order for Wasco to provide GIS services to MCF&R; and

WHEREAS, Wasco's GIS Center has a Geographic Information System (GIS), the Wasco County Geographic Information System (WCGIS), covering Wasco County, which is a proprietary government database, exempt from the cost/fee requirements of Oregon's public records law and as specified in ORS 190.050; and

WHEREAS, Wasco is permitted to copyright WCGIS data so that a proportion of costs for maintaining this large and dynamic GIS can be partially borne by other users.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is mutually agreed as follows:

### 1. **EFFECTIVE DATE**

- 1.1 This Agreement is effective July 1, 2017 and terminates at 11:59 p.m. on June 30, 2018, unless terminated sooner under Section 2 of this Agreement.

### 2. **TERMINATION**

- 2.1 Either party upon 30 days written notice to the other party may terminate this Agreement. Termination under this Section shall not affect to any obligations or liabilities accrued prior to such termination.

### 3. **PURPOSE**

- 3.1 The purpose of this Agreement is to:

- 3.1.1 Provide ongoing GIS data and support to MCF&R.
- 3.1.2 All digitized line work shall be co-incident with base Wasco features such as roads, streams, rights of way, and tax lots. The base scale for digitizing shall be 1:24000 or greater.

4. **GEOGRAPHIC AREA OF AGREEMENT**

- 4.1 The geographic area involved in this Agreement includes, but is not limited to the following units of land:

Those portions of Wasco County within the District Boundary of MCF&R.

5. **STATEMENT OF WORK**

5.1 **Wasco agrees to:**

- 5.1.1 Provide any of its existing data that currently resides within the geographic area listed in 4.1 of this contract; and
- 5.1.2 Provide associated meta-data for the WCGIS data listed above; and
- 5.1.3 Provide updates for the WCGIS data listed above on a monthly basis; and
- 5.1.4 Provide GIS support as needed and available.

5.2 **MCF&R agrees to:**

- 5.2.1 Provide any paper maps that cover the contracted area; and
- 5.2.2 Contribute \$6000.00 in cash toward maintaining WCGIS.

5.3 **Both Wasco and MCF&R agree that:**

- 5.3.1 Any required modifications to the geographic data within the service area will be agreed upon cooperatively by both parties.
- 5.3.2 The data provided between Wasco and MCF&R will be in a format acceptable by both parties. Acceptable formats include, but are not limited to, ESRI shapefile format.

7. **LIABILITY AND INDEMNITY**

- 7.1 MCF&R shall indemnify Wasco for, and hold Wasco harmless from any and all claims existing or arising out of the negligent acts or omissions caused by MCF&R, or its officers, employees or agents.

- 7.2 Wasco shall indemnify MCF&R for, and hold MCF&R harmless from any and all claims existing or arising out of the negligent acts or omissions caused by Wasco, or its officers, employees or agents.
- 7.3 It is specifically understood that all data exchanged between MCF&R and Wasco is subject to errors. These include data entry errors and inadvertent errors that occurred during the manual process of converting paper maps to digital maps.

8. **ASSIGNMENT**

- 8.1 This Agreement is binding on each party, its successors, assigns and legal representatives and may not, under any circumstance, be assigned or transferred by either party.

9. **AGENCY / PARTNERSHIP**

- 9.1 It is agreed by and between the parties that neither party is carrying out a function on behalf of the other, and neither party has the right of direction or control of the manner in which the other delivers services under this Agreement nor the right to exercise any control over the activities of the other.
- 9.2 Wasco is not, by virtue of this Agreement, a partner or joint venturer with MCF&R in connection with activities carried out under this Agreement, and shall have no obligation with respect to MCF&R's debts or any other liabilities of each and every nature.

10. **NO WAIVER OF CLAIMS**

- 10.1 The failure to enforce any provision of this Agreement shall not constitute a waiver by either party to that or any other provision.

11. **MODIFICATION**

- 11.1 Notwithstanding and succeeding any and all prior Agreement(s) or practice(s), this Agreement constitutes the entire Agreement between parties and may only be expressly modified in writing(s) signed by both parties.

12. **LAW OF OREGON**

- 12.1 Any litigation hereto shall be governed by the laws of the State of Oregon and conducted in the State Circuit Court for Wasco County.

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DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

WASCO COUNTY BOARD OF  
COMMISSIONERS

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Kristen Campbell  
Wasco County Counsel

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

MID-COLUMBIA FIRE AND RESCUE

\_\_\_\_\_  
Bob Palmer, Fire Chief



# WASCO COUNTY

## ADMINISTRATIVE OFFICES

Suite 101  
511 Washington Street  
The Dalles, Oregon 97058  
(541) 506-2550  
Fax (541) 506-2551

**Tyler Stone**  
Administrative Officer  
**HUMAN RESOURCES**  
(541) 506-2775

**FINANCE**  
(541) 506-2770

**INFORMATION SERVICES**  
(541) 506-2554

**FACILITIES**  
(541) 506-2553

## INTERGOVERNMENTAL AGREEMENT BETWEEN WASCO COUNTY AND NORTHERN WASCO COUNTY PEOPLES UTILITY DISTRICT FOR G.I.S. SERVICES

This Agreement is entered into by and between Wasco County, a political subdivision of the State of Oregon, hereinafter called "Wasco," and the NORTHERN WASCO COUNTY PEOPLES UTILITY DISTRICT hereinafter called "NWCPUD."

WHEREAS, both Wasco and NWCPUD find it beneficial to enter into this Agreement in order for Wasco to provide GIS services to NWCPUD; and

WHEREAS, Wasco's GIS Center has a Geographic Information System (GIS), the Wasco County Geographic Information System (WCGIS), covering Wasco County, which is a proprietary government database, exempt from the cost/fee requirements of Oregon's public records law and as specified in ORS 190.050; and

WHEREAS, Wasco is permitted to copyright WCGIS data so that a proportion of costs for maintaining this large and dynamic GIS can be partially borne by other users.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is mutually agreed as follows:

### 1. **EFFECTIVE DATE**

1.1 This Agreement is effective July 1, 2017, and terminates at 11:59 p.m. on June 30, 2018, unless terminated sooner under Section 2 of this Agreement.

### 2. **TERMINATION**

2.1 Either party upon 30 days written notice to the other party may terminate this Agreement. Termination under this Section shall not affect any obligations or liabilities accrued prior to such termination.

### 3. **PURPOSE**

3.1 The purpose of this Agreement is to:

- 3.1.1 Provide ongoing GIS data and support to NWCPUD.
- 3.1.2 All digitized linework shall be co-incident with base Wasco features such as roads, streams, rights of way, and tax lots. The base scale for digitizing shall be 1:24000 or greater.

#### 4. **GEOGRAPHIC AREA OF AGREEMENT**

- 4.1 The geographic area involved in this Agreement includes, but is not limited to the following units of land described by the United States Public Land Survey System:

Those portions of Wasco County served by NWCPUD and within the service district boundaries.

#### 5. **STATEMENT OF WORK**

##### 5.1 **Wasco agrees to:**

- 5.1.1 Provide any of its existing data that currently resides within the geographic area listed in 4.1 of this contract; and
- 5.1.2 Provide associated meta-data for the WCGIS data listed above; and
- 5.1.3 Provide updates for the WCGIS data listed above on a monthly basis; and
- 5.1.4 Provide GIS support as needed and available.

##### 5.2 **NWCPUD agrees to:**

- 5.2.1 Provide any paper maps that cover the contracted area; and
- 5.2.2 Contribute \$6000.00 in cash toward maintaining WCGIS.

##### 5.3 **Both Wasco and NWCPUD agree that:**

- 5.3.1 Any required modifications to the geographic data within the service area will be agreed upon cooperatively by both parties.
- 5.3.2 The data provided between Wasco and NWCPUD will be in a format acceptable by both parties. Acceptable formats include, but are not limited to, AutoCAD dxf/dwg format.

#### 7. **LIABILITY AND INDEMNITY**

- 7.1 NWCPUD shall indemnify Wasco for, and hold Wasco harmless from any and all claims existing or arising out of the negligent acts or omissions caused by NWCPUD, or its officers, employees or agents.

7.2 Wasco shall indemnify NWCPUD for, and hold NWCPUD harmless from any and all claims existing or arising out of the negligent acts or omissions caused by Wasco, or its officers, employees or agents.

7.3 It is specifically understood that all data exchanged between NWCPUD and Wasco is subject to errors. These include data entry errors and inadvertent errors that occurred during the manual process of converting paper maps to digital maps.

8. **ASSIGNMENT**

8.1 This Agreement is binding on each party, its successors, assigns and legal representatives and may not, under any circumstance, be assigned or transferred by either party.

9. **AGENCY / PARTNERSHIP**

9.1 It is agreed by and between the parties that neither party is carrying out a function on behalf of the other, and neither party has the right of direction or control of the manner in which the other delivers services under this Agreement nor the right to exercise any control over the activities of the other.

9.2 Wasco is not, by virtue of this Agreement, a partner or joint venturer with NWCPUD in connection with activities carried out under this Agreement, and shall have no obligation with respect to NWCPUD's debts or any other liabilities of each and every nature.

10. **NO WAIVER OF CLAIMS**

10.1 The failure to enforce any provision of this Agreement shall not constitute a waiver by either party to that or any other provision.

11. **MODIFICATION**

11.1 Notwithstanding and succeeding any and all prior Agreement(s) or practice(s), this Agreement constitutes the entire Agreement between parties and may only be expressly modified in writing(s) signed by both parties.

12. **LAW OF OREGON**

12.1 Any litigation hereto shall be governed by the laws of the State of Oregon and conducted in the State Circuit Court for Wasco County.

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DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

WASCO COUNTY BOARD OF  
COMMISSIONERS

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Kristen Campbell  
Wasco County Counsel

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Northern Wasco County PUD

\_\_\_\_\_  
Roger Kline, General Manager



# WASCO COUNTY

## ADMINISTRATIVE OFFICES

Suite 101  
511 Washington Street  
The Dalles, Oregon 97058  
(541) 506-2550  
Fax (541) 506-2551

**Tyler Stone**  
Administrative Officer  
**HUMAN RESOURCES**  
(541) 506-2775

**FINANCE**  
(541) 506-2770

**INFORMATION SERVICES**  
(541) 506-2554

**FACILITIES**  
(541) 506-2553

## INTERGOVERNMENTAL AGREEMENT BETWEEN WASCO COUNTY AND SHERMAN COUNTY FOR G.I.S. SERVICES

This Agreement is entered into by and between Wasco County, a political subdivision of the State of Oregon, hereinafter called "Wasco," and Sherman County, a political subdivision of the State of Oregon, hereinafter called "Sherman."

WHEREAS, both Wasco and Sherman find it beneficial to enter into this Agreement in order for Wasco to provide GIS services to Sherman; and

WHEREAS, Wasco's GIS Center has a Geographic Information System (GIS), the Wasco County Geographic Information System (WCGIS), covering Wasco County, which is a proprietary government database, exempt from the cost/fee requirements of Oregon's public records law and as specified in ORS 190.050; and

WHEREAS, Wasco is permitted to copyright WCGIS data so that a proportion of costs for maintaining this large and dynamic GIS can be partially borne by other users.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is mutually agreed as follows:

### 1. **EFFECTIVE DATE**

- 1.1 This Agreement is effective July 1, 2017, and terminates at 11:59 p.m. on June 30, 2018, unless terminated sooner under Section 2 of this Agreement.

### 2. **TERMINATION**

- 2.1 Either party upon 30 days written notice to the other party may terminate this Agreement. Termination under this Section shall not affect to any obligations or liabilities accrued prior to such termination.

### 3. **PURPOSE**

- 3.1 The purpose of this Agreement is to:
  - 3.1.1 Provide ongoing GIS data and support to Sherman.
  - 3.1.2 All digitized linework shall be co-incident with base Wasco features such as roads, streams, rights of way, and tax lots. The base scale for digitizing shall be 1:24000 or greater.

#### 4. **GEOGRAPHIC AREA OF AGREEMENT**

- 4.1 The geographic area involved in this Agreement includes, but is not limited to the following units of land:

Sherman County.

#### 5. **STATEMENT OF WORK**

##### 5.1 **Wasco agrees to:**

- 5.1.1 Provide any of its existing data that currently resides within the geographic area listed in 4.1 of this contract; and
- 5.1.2 Provide associated meta-data for the WCGIS data listed above; and
- 5.1.3 Provide updates for the WCGIS data listed above on a monthly basis; and
- 5.1.4 Provide GIS support as needed and available.

##### 5.2 **Sherman agrees to:**

- 5.2.1 Provide any paper maps or digital data that cover the contracted area; and
- 5.2.2 Contribute that portion of the Sherman County recording fee dedicated to GIS, less the Sherman County Clerk's administrative fee, to maintaining WCGIS.

##### 5.3 **Both Wasco and Sherman agree that:**

- 5.3.1 Any required modifications to the geographic data within the service area will be agreed upon cooperatively by both parties.
- 5.3.2 The data provided between Wasco and Sherman will be in a format acceptable by both parties. Acceptable formats include, but are not limited to, ESRI shapefile format.

#### 7. **LIABILITY AND INDEMNITY**

- 7.1 To the extent allowed by law Sherman shall indemnify Wasco for, and hold Wasco harmless from any and all claims existing or arising out of the negligent acts or omissions caused by Sherman, or its officers, employees or agents.

7.2 To the extent allowed by law Wasco shall indemnify Sherman for, and hold Sherman harmless from any and all claims existing or arising out of the negligent acts or omissions caused by Wasco, or its officers, employees or agents.

7.3 It is specifically understood that all data exchanged between Sherman and Wasco is subject to errors. These include data entry errors and inadvertent errors that occurred during the manual process of converting paper maps to digital maps.

8. **ASSIGNMENT**

8.1 This Agreement is binding on each party, its successors, assigns and legal representatives and may not, under any circumstance, be assigned or transferred by either party.

9. **AGENCY / PARTNERSHIP**

9.1 It is agreed by and between the parties that neither party is carrying out a function on behalf of the other, and neither party has the right of direction or control of the manner in which the other delivers services under this Agreement nor the right to exercise any control over the activities of the other.

9.2 Wasco is not, by virtue of this Agreement, a partner or joint venturer with Sherman in connection with activities carried out under this Agreement, and shall have no obligation with respect to Sherman's debts or any other liabilities of each and every nature.

10. **NO WAIVER OF CLAIMS**

10.1 The failure to enforce any provision of this Agreement shall not constitute a waiver by either party to that or any other provision.

11. **MODIFICATION**

11.1 Notwithstanding and succeeding any and all prior Agreement(s) or practice(s), this Agreement constitutes the entire Agreement between parties and may only be expressly modified in writing(s) signed by both parties.

12. **LAW OF OREGON**

12.1 Any litigation hereto shall be governed by the laws of the State of Oregon and conducted in the State Circuit Court for Wasco County.

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DATED this \_\_\_\_ day of \_\_\_\_\_, 2017.

WASCO COUNTY BOARD OF  
COMMISSIONERS

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Kristen Campbell  
Wasco County Counsel

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

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

SHERMAN COUNTY COURT

\_\_\_\_\_  
Gary Thompson, Judge

\_\_\_\_\_  
Tom McCoy, Commissioner

\_\_\_\_\_  
Joe Dabulskis, Commissioner



# WASCO COUNTY

## ADMINISTRATIVE OFFICES

Suite 101  
511 Washington Street  
The Dalles, Oregon 97058  
(541) 506-2550  
Fax (541) 506-2551

**Tyler Stone**  
Administrative Officer  
**HUMAN RESOURCES**  
(541) 506-2775

**FINANCE**  
(541) 506-2770

**INFORMATION SERVICES**  
(541) 506-2554

**FACILITIES**  
(541) 506-2553

## INTERGOVERNMENTAL AGREEMENT BETWEEN WASCO COUNTY AND THE CITY OF THE DALLES FOR G.I.S. SERVICES

This Agreement is entered into by and between Wasco County, a political subdivision of the State of Oregon, hereinafter called "Wasco," and THE CITY OF THE DALLES hereinafter called "TCOTD."

WHEREAS, both Wasco and TCOTD find it beneficial to enter into this Agreement in order for Wasco to provide GIS services to TCOTD; and

WHEREAS, Wasco's GIS Center has a Geographic Information System (GIS), the Wasco County Geographic Information System (WCGIS), covering Wasco County, which is a proprietary government database, exempt from the cost/fee requirements of Oregon's public records law and as specified in ORS 190.050; and

WHEREAS, Wasco is permitted to copyright WCGIS data so that a proportion of costs for maintaining this large and dynamic GIS can be partially borne by other users.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is mutually agreed as follows:

### 1. **EFFECTIVE DATE**

- 1.1 This Agreement is effective July 1, 2017 and terminates at 11:59 p.m. on June 30, 2018, unless terminated sooner under Section 2 of this Agreement.

### 2. **TERMINATION**

- 2.1 Either party upon 30 days written notice to the other party may terminate this Agreement. Termination under this Section shall not affect to any obligations or liabilities accrued prior to such termination.

### 3. **PURPOSE**

- 3.1 The purpose of this Agreement is to:

- 3.1.1 Provide ongoing GIS data and support to TCOTD.
- 3.1.2 All digitized linework shall be co-incident with base Wasco features such as roads, streams, rights of way, and tax lots. The base scale for digitizing shall be 1:24000 or greater.

#### 4. **GEOGRAPHIC AREA OF AGREEMENT**

- 4.1 The geographic area involved in this Agreement includes, but is not limited to the following units of land described by the United States Public Land Survey System:

Those portions of Wasco County within the Urban Growth Boundary of TCOTD.

#### 5. **STATEMENT OF WORK**

##### 5.1 **Wasco agrees to:**

- 5.1.1 Provide any of its existing data that currently resides within the geographic area listed in 4.1 of this contract; and
- 5.1.2 Provide associated meta-data for the WCGIS data listed above; and
- 5.1.3 Provide updates for the WCGIS data listed above on a monthly basis; and
- 5.1.4 Provide GIS support as needed and available.

##### 5.2 **TCOTD agrees to:**

- 5.2.1 Provide any paper maps that cover the contracted area; and
- 5.2.2 Contribute \$12,000.00 in cash toward maintaining WCGIS.

##### 5.3 **Both Wasco and TCOTD agree that:**

- 5.3.1 Any required modifications to the geographic data within the service area will be agreed upon cooperatively by both parties.
- 5.3.2 The data provided between Wasco and TCOTD will be in a format acceptable by both parties. Acceptable formats include, but are not limited to, ESRI shapefile format.

#### 7. **LIABILITY AND INDEMNITY**

- 7.1 TCOTD shall indemnify Wasco for, and hold Wasco harmless from any and all claims existing or arising out of the negligent acts or omissions caused by TCOTD, or its officers, employees or agents.

7.2 Wasco shall indemnify TCOTD for, and hold TCOTD harmless from any and all claims existing or arising out of the negligent acts or omissions caused by Wasco, or its officers, employees or agents.

7.3 It is specifically understood that all data exchanged between TCOTD and Wasco is subject to errors. These include data entry errors and inadvertent errors that occurred during the manual process of converting paper maps to digital maps.

8. **ASSIGNMENT**

8.1 This Agreement is binding on each party, its successors, assigns and legal representatives and may not, under any circumstance, be assigned or transferred by either party.

9. **AGENCY / PARTNERSHIP**

9.1 It is agreed by and between the parties that neither party is carrying out a function on behalf of the other, and neither party has the right of direction or control of the manner in which the other delivers services under this Agreement nor the right to exercise any control over the activities of the other.

9.2 Wasco is not, by virtue of this Agreement, a partner or joint venturer with TCOTD in connection with activities carried out under this Agreement, and shall have no obligation with respect to TCOTD's debts or any other liabilities of each and every nature.

10. **NO WAIVER OF CLAIMS**

10.1 The failure to enforce any provision of this Agreement shall not constitute a waiver by either party to that or any other provision.

11. **MODIFICATION**

11.1 Notwithstanding and succeeding any and all prior Agreement(s) or practice(s), this Agreement constitutes the entire Agreement between parties and may only be expressly modified in writing(s) signed by both parties.

12. **LAW OF OREGON**

12.1 Any litigation hereto shall be governed by the laws of the State of Oregon and conducted in the State Circuit Court for Wasco County.

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DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

WASCO COUNTY BOARD OF  
COMMISSIONERS

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Kristen Campbell  
Wasco County Counsel

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

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

THE CITY OF THE DALLES

\_\_\_\_\_  
Julie Krueger, City Manager

## **Mapping Agreements**

### **ORMAP**

- [ORMAP Grant Application](#)
- [ORMAP Contract 3619](#)



# Oregon

Kate Brown, Governor

Department of Revenue  
Property Tax Division  
955 Center St NE  
PO Box 14380  
Salem, OR 97309-5075  
[www.oregon.gov/dor](http://www.oregon.gov/dor)

May 25, 2017

Tycho Granville, GIS Coordinator  
2705 E 2nd St  
The Dalles, OR 97058

Dear Mr. Granville

I am pleased to inform you that the Department of Revenue has approved your request for funding through the ORMAP program. You will soon receive a contract to formalize the ORMAP grant agreement with the Department of Revenue. The agreement will be effective from July 1, 2017 through June 30, 2018.

Listed below are the deliverables as outlined in your grant request. In order to expedite the payment process for you, please use the "ORMAP Invoice" form, you can download a copy from the ORMAP site. Please state the correct contract number on the chart and complete the information requested for each task or deliverable.

Contract Number:		
Task	Deliverable	Award Amount
1	270 Control Points	\$ 31,050.00
2	975 Taxlots	\$ 39,000.00
3		
Total		\$ 70,050.00

If you have questions, please contact the ORMAP Coordinator, Philip McClellan (503-586-8128).

Best wishes for a successful project.

With regards,

Bram N. Ekstrand  
Property Tax Assistance and Oversight Section Manager  
Oregon Department of Revenue

cc: County Assessor  
DOR Finance Department  
File

# ORMAP Grant Application

## Section I. County and Grant Information

**A. County:** Wasco

**B. Funding Cycle:** Spring 2017

**C. Project will help meet ORMAP Goal(s):**

1 ☐ 2 ☐ 3 X 4 ☐ 5 ☐ 6 ☐

**D. Fund Request:** \$ 70,050

## Section II. Summary of Project

Department  
Assessment

**A. Brief Overview of the Request**

☒ Pass ☐ Fail

Wasco County is seeking \$70,050 to remap 975 taxlot polygons and capture 270 control points to continue the conversion of Wasco County tax maps to meet ORMAP technical specifications. This is the 3rd phase of a multi-year project.

### Scope and Deliverables

Check	Deliverables	Brief description of the deliverables
X	Tax Lot Conversion	975 polygons in 2N 13E
X	Tax Map Conversion	Index maps in 2N 13E and 1N 13 containing 975 polygons
X	Control Points	270 control points collected by the Surveyor in preparation for County remapping of 2N 11E, 2N 12E, and 4S 13E
<input type="checkbox"/>	Development	
<input type="checkbox"/>	Other Assistance	
<input type="checkbox"/>	Other Deliverable	
<input type="checkbox"/>	Hardware/Software	

### B. Projected Project Completion Date (projects should not exceed one year)

June 30, 2018

### C. Total Costs of Project (add lines as necessary)

Deliverable	Number of Items	Cost per Item	Total Cost
Control Points	270	\$115	\$31,050
Tax lot remapping	975	\$40	\$39,000

### D. Partnerships and Contributions (add lines as necessary)

Partner	Contribution
Wasco County Surveyor	GPS equipment, computers, vehicle with gear
Wasco County Assessor & GIS staff, map research and review	\$6000
Total Match	\$6000

**A. Assessor's Signature & Date:**

*See file copy*

**F. Fiscal Coordinator – Name & Contact Number:**

Tyler Stone, County Administrator  
541.506.2520

**G. Project Coordinator – Name & Title:**

Tycho Granville  
GIS Coordinator

<b>E-mail address:</b>	tychog@co.wasco.or.us
<b>Phone Number:</b>	541.506.2658
<b>Mailing Address:</b>	2705 E 2 <sup>nd</sup> St The Dalles, OR 97058

### Section III. Detail Project Information – *Answer all questions*

#### A. Overview

**1. Describe what the project is trying to accomplish.**

This project will be used to remap 975 polygons (using control points captured in the last grant) and collect an additional 270 control points in preparation for continuing the remapping in follow-on grants. At the completion of the entire project Wasco County, taxlots will meet ORMAP technical specifications consistent with Goal 6.

**2. What part(s) of the county does this project cover (Township, Range, and Sections, if applicable)?**

Remapping of the remaining 29 index maps (969 polygons) in the southern portion of 2N 13E and starting remapping of 1N 13E, portions of which had control points gathered in the previous grant cycle.

Capture of 270 control points in 2N 11E, 2N 12E, and 4S 13E (enough for all 83 index maps and 1645 polygons)

**3. What is the status/outcome of all previously funded ORMAP projects? (Please include funding cycles and a “status map” of your county.)**

Contract: #2484: Purchased plotter for Assessor's department. 100% complete.

Contract #3543-16: 100% Complete

Contract #3582-16: Current project, expected completion date June 2017

A small portion of Wasco County is at Goal 3 (see attached map), the remainder is Goal 2.

**4. Describe, in detail, your technical approach to the project (such as, mapping methodology).**

A. Review existing documents

B. The Surveyor will research control points in the office.

C. The technicians will find corners in the field and collect coordinates for control points, working under the direct supervision of the surveyor, to sub- foot accuracy using real-time GPS. The County maintains survey grade GPS equipment. Providing this equipment to the project is an additional cost match.

**5. Describe the project deliverables.**

Tax maps containing 975 polygons meeting ORMAP technical specifications and Oregon Department of Revenue cartographic specifications.

270 Control Points with Sub-Foot Accuracy. GPS data file will contain similar to the following information for each point: Northing, Easting, Reference Survey Number, Observation Date, Observation Id, Township, Range, Section, Corner (< 1' accuracy, ddd – mm - 000 coordinate format, WGS84)

**6. Who will be doing the work (county staff, contractor, or DOR staff)? Please define their roles.**

- Wasco County Surveyor will collect the control points.
- Lane County Information Services will perform the tax lot remapping.
- Wasco County GIS and Assessor staff will provide assistance with locating general location of preferred points and QC on final products.

7. **How will the county cartographer integrate the deliverables into the County's maintenance plan?**  
Lane County Information Services maintains the tax lot maps for Wasco County. This project will have no impact on maintenance.
8. **Provide a project timeline with milestones or completion dates.**  
Control point collection and remapping of tax lots will begin in July 2017 with completion in June 2018
9. **Does this project have any partnerships? If yes, please identify them.**  
No.
10. **Describe any innovations utilized by this project.**  
The results of this project are intended to utilize the ESRI Parcel Fabric technology to improve relative and positional accuracy of data maintained in the ORMAP ESRI data schema format. The new GPS points will be conveyed to BLM for possible input and update of calculated CadNSDI data.
11. **Detail Costs (who is paying for what).**  
Wasco County Assessor & GIS Staff - \$6000 (Wasco County)  
Wasco County Surveyor - \$ 31,050 (Grant)  
Lane County remapping - \$ 39,000 (Grant)

#### **B. Quality Control**

1. **Who will be responsible for quality control (QC)?**  
Wasco County Surveyor
2. **Will county cartography staff review the deliverables?**  
No. Deliverables will be reviewed by Lane County Information Services
3. **Will there be a review by Department of Revenue's cartography staff?**  
If requested
4. **Describe QC procedures.**  
Survey control points will meet County survey specifications for mapping.  
County staff will review each map is provided by Lane County information services by visually inspecting the map. The new product will be compared to previous maps and inconsistencies will be investigated.

#### **C. Project Detail**

1. **Is this project an "edge matching project"? If so, how much of the county boundary will be completed?**  
No. However, see Jefferson County's grant request for this cycle proposing to edge match their northern/our southern boundaries.
2. **Is this project part of an ongoing or multi-phased remapping project?**  
Yes. This is the 3rd phase of a planned multi-year project.
3. **What percentage of the county tax lots and tax maps meet the ORMAP technical specifications?**

	Total Countywide	Meet Tech Specs	Percent Complete
Tax Lots	16446	1200	7.3%
Tax Maps	665	47	7%

There is no documentation listing which index maps meet ORMAP technical specifications. Review by the Department of Revenue and Lane County Information Services staff state many of the maps are "fairly

close.” Therefore, the percent complete above is worst-case; other taxlots/index maps may meet technical specifications, there is just no way to tell.

**4. Upon completion of this project will your county meet goal 6 (100% of tax maps meeting technical specification)?**

No. This is the third part of a planned multiyear project.

**5. Is this project part of a multi-county effort? If so, please explain.**

No.

**6. Will the project cost be affected if it is not fully funding this cycle?**

Possibly. If labor costs increase so will the amounts requested in follow-on grants.

**D. Data Availability**

**1. Does the county have a data sharing agreement with the State?**

Yes -

GIS Framework Data License - signed 2005

GIS Cadastral Data Sharing License Agreement v1.3 - signed 2009

Wasco County GIS Cadastral Data Sharing License Agreement v3.0 – signed 2016

Wasco County GIS Cadastral Data Sharing License Agreement v3.0 (2017) – signed 2017

**2. Identify any data restrictions or licensing issues.**

There are no data restrictions or licenses required. Data is shared with other public agencies and funding partners at no cost and sold to all other parties.

**E. Background Information**

**Any other information that you feel may help support the project.**

This project continues Wasco County on the path to having all of its tax lots meet ORMAP specifications. It is forecast to take approximately 8 years depending on funding from ORMAP and our in-house capacity (see below).

The outline of our plan is to have the surveyors get one funding cycle "ahead" of Lane County Information Services in their collection of control points. Then Lane County Information Services will not be held up by any issues with the collection of additional control points. Also, the surveyors will have some capacity if there are a few additional points that need to be captured to help the current cycle of remapping.

The original Control Point collection areas (grants Spring and Fall 2016) were chosen for being both close to the Surveyor's office and having a mix of urban and rural areas. The taxlot conversion will continue in this area – the southern portion of 2N 13E (the northern portion having been converted in Fall 2016) and parts of 1N 13E.

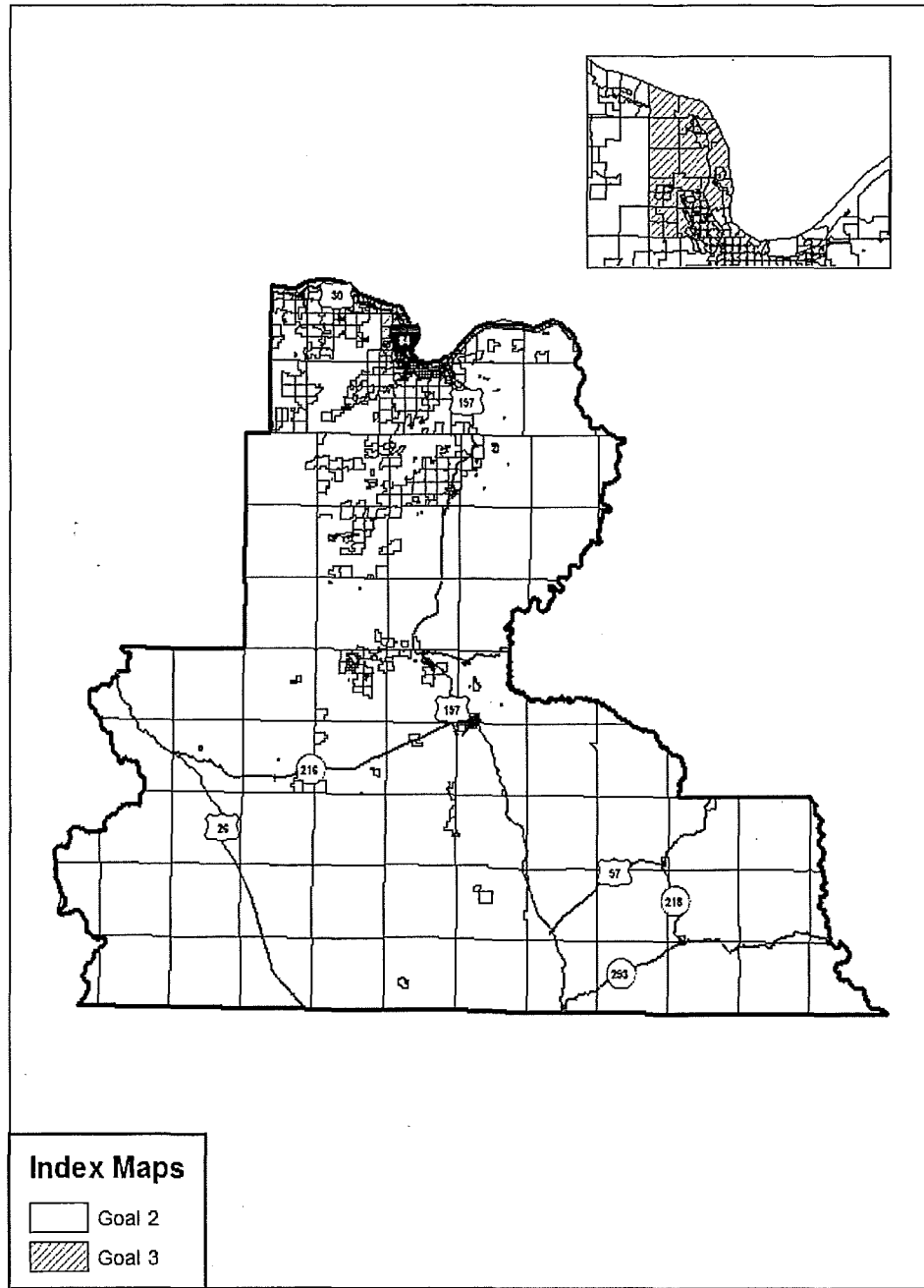
We will also continue collection of control points in 4S 13E (this area was started as part of an addendum to the Spring 2016 grant). We plan to do some "hopping around" to pick up some of the worst areas in the county while simultaneously expanding the contiguous area being remapped around The Dalles.

The Surveyor plans to collect all control points with urban accuracy (sub foot) regardless of their location in the county. Positional accuracy of less than that makes the final product of little value for the surveying community.

**F. Other Issues - Please identify.**

None.

Wasco County Spring 2017  
ORMAP Goal Status





## G. Racial and Ethnic Impact Statement

### RACIAL AND ETHNIC IMPACT STATEMENT

**This form is used for informational purposes only and must be included with the grant application.**

Chapter 600 of the 2013 Oregon Laws require applicants to include with each grant application a racial and ethnic impact statement. The statement provides information as to the disproportionate or unique impact the proposed policies or programs may have on minority persons<sup>1</sup> in the State of Oregon if the grant is awarded to a corporation or other legal entity other than natural persons.

1. ☐ The proposed grant project policies or programs could have a disproportionate or unique positive impact on the following minority persons:

Indicate all that apply:

☐ Women  
☐ Persons with Disabilities  
☐ African-Americans  
☐ Hispanics  
☐ Asians or Pacific Islanders  
☐ American Indians  
☐ Alaskan Natives

2. ☐ The proposed grant project policies or programs could have a disproportionate or unique negative impact on the following minority persons:

Indicate all that apply:

☐ Women  
☐ Persons with Disabilities  
☐ African-Americans  
☐ Hispanics  
☐ Asians or Pacific Islanders  
☐ American Indians  
☐ Alaskan Natives

3. ☒ The proposed grant project policies or programs will have no disproportionate or unique impact on minority persons.

If you checked numbers 1 or 2 above, on a separate sheet of paper, provide the rationale for the existence of policies or programs having a disproportionate or unique impact on minority persons in this state. Further provide evidence of consultation with representative(s) of the affected minority persons.

I HEREBY CERTIFY on this 12 day of April, 2017, the information contained on this form and any attachment is complete and accurate to the best of my knowledge.

Signature: see file copy

Printed Name: Jill Amery Title: Wasco County Assessor

<sup>1</sup>"Minority persons" are defined in SB 463 (2013 Regular Session) as women, persons with disabilities (as defined in ORS 174.107), African-Americans, Hispanics, Asians or Pacific Islanders, American Indians and Alaskan Natives.

**Submit completed forms to:**

Mail	Contact Information
ORMAP Project Coordinator Oregon Department of Revenue Property Tax Division 955 Center St. NE Salem OR 97301-2555	Tel: 503-586-8128 Fax: 503-945-8737 <a href="mailto:or.map@state.or.us">or.map@state.or.us</a>

**DEPARTMENT OF REVENUE  
ORMAP INTERGOVERNMENTAL AGREEMENT  
CONTRACT #3619-17**

This Agreement is entered into by and between the State of Oregon, acting by and through the Department of Revenue ("Department") and Wasco County ("County").

WHEREAS, under ORS 306.135 the Department is charged with developing a base map system to facilitate and improve the administration of the ad valorem property tax system;

WHEREAS, pursuant to ORS 190.110, the Department may cooperate, by agreement or otherwise, with a unit of local government in performing the duties imposed upon it by ORS 306.135.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Department and the County agree to the following:

**I. EFFECTIVE DATE OF AGREEMENT; AWARD; PROJECT COMPLETION**

- A. Effective Date of Agreement. This Agreement shall become effective on the date this Agreement has been signed by every party and all required approvals have been obtained.
- B. Award. The Department shall provide funds in the amount of **\$70,050** (the "Award") to the County to fund all or part of the activities set forth in Exhibit A ("Proposal") which is attached hereto and by this reference made a part hereof. The part of the activities set forth in the Proposal which is funded by the Award shall be called the "Project". All of the activities set forth in the Proposal, whether funded by the Department or by other sources, shall be referred to as the "Total Project". (If there are no other funders beside the Department for the activities described in the Proposal, the Total Project is the same as the Project.) The Department shall not be obligated to provide to the County, and the County shall not use the Award other than for costs for the Project.
- C. Project Completion. County agrees to complete the Total Project in accordance with the terms and specifications of the Proposal **by June 30, 2017** ("Project Completion Date"). Final billing for the Project shall be submitted to the Department on or before **July 31, 2017**.

**II. DISBURSEMENTS.**

- A. Disbursement of Funds by the Department. Subject to Section IV, upon receipt of the County's request for disbursement, the Department shall disburse the

Award to the County on a cost reimbursement basis. The Department may, in its sole discretion, impose a minimum or maximum dollar amount for each disbursement request or limit the frequency of disbursement requests.

- B. Overpayment. In the event that the aggregate amount of the Department's disbursements hereunder exceeds the costs of the County for the Project, the County agrees to refund to the Department the amount paid in excess of such costs within thirty (30) days of final billing by the County or the Project Completion Date, whichever is earlier.
- C. Disallowed Costs. The County agrees that payment(s) under this Agreement shall be subject to offset or reduction for amounts previously paid hereunder which are found by the Department not to constitute allowable costs under this Agreement. If such disallowed amount exceeds the payment(s); the County shall immediately upon demand pay the Department the amount of such excess.
- D. Cost Savings. Any cost savings realized on the Total Project shall be prorated between the funding sources based on the percentage of their respective cash contributions as set forth in the Proposal. In no event shall the Department pay for more than its pro rata share of the County's actual out-of-pocket cost of the Total Project.
- E. No Duplicate Payment. The County shall not be compensated for, or receive any other duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party.

### III. REPRESENTATIONS AND WARRANTIES

County represents and warrants to the Department that (1) it has the power and authority to enter into and perform this Agreement, (2) this Agreement, when executed and delivered, shall be a valid and binding obligation of County enforceable in accordance with its terms, (3) the Total Project shall be performed in a good and workmanlike manner and in accordance with the highest professional standards, (4) those persons performing work on the Total Project shall, at all times during the term of this Agreement, be qualified, professionally competent and duly licensed to perform work on the Total Project, and (5) Exhibit A presents a good faith estimate of the costs of the Total Project and the Project and accurately states the amount of other funds, whether in cash or through binding commitment(s), available for payment of the costs of the Total Project.

### IV. CONDITIONS TO DISBURSEMENT

- A. Conditions Precedent to Disbursement. The Department shall not be obligated to disburse any funds hereunder for Project costs unless (1) there exists no event of default or default which with notice or lapse of time or both will become an event of default hereunder, and (2) the Department has received from the County (i) a request for disbursement signed by a duly authorized representative of the County (which shall, among other things, state that the County has or will have sufficient funds to complete the Total Project by the Project Completion Date), (ii) an itemized invoice and (iii) such other documentation as the Department may require, all in form and substance satisfactory to the Department; further, the Department shall only be obligated to disburse Award funds to the extent that the portion of the Award represented by the aggregate amount of all disbursements made through the date of the disbursement request (including the amount of the disbursement request) does not exceed the percentage of the Project completed through the date of the disbursement request, as determined by the Department.
- B. Conditions Precedent to Final Disbursement. The Department shall not be obligated to make final disbursement hereunder until a final payment request and such documentation as may be required by the Department, all in form and substance satisfactory to the Department, shall be submitted by the County to the Department. Final payment will be made to the County within forty-five (45) days of approval by the Department.

## V. COVENANTS

- A. Assignment. If the County hires a contractor(s) to do all or part of the Project, the County shall remain liable for compliance with the terms and conditions of this Agreement and shall not in any way be relieved of any of its obligations under this Agreement. The County shall be responsible for all cost overruns.
- B. Payments. To the extent required by state and federal law, the County agrees to:
1. Make payment promptly as due to all contractors, subcontractors, vendors and other persons supplying labor and/or materials for the Project; and
  2. All employers, including County, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). County shall require and ensure that each of its subcontractors complies with these requirements.

- C. Liabilities. County shall perform its obligations under this Agreement as an independent contractor. Each party shall be responsible exclusively with respect to its employees, for providing for employment-related benefits and deductions that are required by law, including but not limited to federal and state income tax deductions, workers' compensation coverage, and contributions to the Public Employees Retirement System.

Each party shall be responsible, to the extent required by law (including the Oregon Tort Claims Act, ORS 30.260-30.300), only for the acts, omissions or negligence of its own officers, employees or agents.

- D. Compliance with Applicable Law. The County shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement. The Department's performance under this Agreement is conditioned upon the County's compliance with the provisions of ORS 279B.220, 279B.235, 279B.230 and 279B.270, as amended from time to time, which are incorporated by reference herein. The parties shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(ee)), recycled PETE products (as defined in ORS 279A.010(ff)), and other recycled products (as "recycled product" is defined in ORS 279A.010(gg))
- E. Records Maintenance. The County shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles and the Oregon Local Budget Law, ORS 294.305 to 294.565.. In addition, the County shall maintain any other records pertinent to this Agreement in such a manner as to clearly document the County's performance. The County's accounting procedures shall provide for an accurate and timely recording of receipt of funds by source, of expenditures made from such funds, and of unexpended balances. Controls shall be established which are adequate to ensure that all expenditures reimbursed under this Agreement are for allowable purposes and that documentation is readily available to verify that such charges are accurate.
- F. Access. The County acknowledges and agrees that the Department and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans and writings of the County that are pertinent to this Agreement to perform examinations and audits and make copies, excerpts and transcripts. The County shall retain and keep accessible all such fiscal records, books, documents, papers, plans and writings for a minimum of five (5) years, or such longer period as may be required by applicable law, following final payment under this Agreement, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Agreement, whichever date is later.

- G. Project Ownership. The Department acknowledges and agrees that the Project is the exclusive property of the County. The County acknowledges and agrees that the Department is not responsible or liable in any manner for the completion or maintenance of the Project or Total Project.

## VI. TERMINATION; REMEDIES

- A. Termination for Convenience. Either party may terminate this Agreement at any time upon thirty (30) days prior written notice to the other party; provided, however, that the County shall, within thirty (30) days of such termination, reimburse the Department for all funds disbursed by the Department hereunder to the extent that the amount of funds disbursed exceeds the amount of the Award multiplied by the percentage of the Project completed to the satisfaction of the Department; provided further that until the County has fully reimbursed the Department for such funds, the County shall comply with the terms of this Agreement.
- B. Termination Because of Non-Appropriation or Project Ineligibility.
1. The Department, at any time upon prior written notice to the County, may terminate this Agreement if the Department fails to receive funding or appropriations, limitations, or other expenditure authority at levels sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to pay for the allowable costs of the Project to be funded hereunder or any state law, regulation or guideline is modified, changed or interpreted in such a way that the Total Project, or any portion of the Total Project, is no longer eligible for Award funds.
  2. In the event insufficient funds are appropriated by the County for its share of the costs of the Total Project and the County has no other lawfully available funds, then the County may terminate this Agreement at the end of its current fiscal year, with no further liability to the Department. The County shall deliver to the Department written notice of such termination within thirty (30) days of its determination of such shortfall.
- C. Termination for Default. The Department may, at any time upon thirty (30) days prior written notice to the County, terminate this Agreement if:
1. The design and implementation of the Total Project is not pursued with due diligence; or
  2. The cadastral portions of the Total Project do not conform to the Department of Revenue Oregon Cadastral Map System; or

3. The County fails to receive funding for portions of the Total Project from outside sources as described in its Proposal; or
  4. The County, without the prior written approval of the Department, uses the funds provided by the Department hereunder in a way other than the Project described in the Proposal.
  5. The County violates any other provision of this Agreement.
- D. Rights and Remedies. The County shall, within thirty (30) days of its receipt of the notice described in Section VI.C above, reimburse the Department for all funds disbursed hereunder to the extent that the funds disbursed exceed the amount of the Award multiplied by the percentage of the Project completed to the satisfaction of the Department as of the date of County's receipt of the notice described in Section VI.C above. Further, the Department shall have any and all rights and remedies available at law or in equity.

## VII. GENERAL PROVISIONS

- A. Force Majeure. Neither the Department nor the County shall be held responsible for delay or failure to perform when such delay or failure is due to fire, flood, epidemic, strike, public carrier, act of God, act of a public enemy or a public authority or a cause which cannot be reasonably foreseen or provided against.
- B. Persons Not to Benefit. No member of or delegate to Congress, resident commissioner, officer, agent or employee of the United States of America, member of the Oregon Legislative Assembly, elected official of the State of Oregon, or official, agent, or employee of the State of Oregon, or elected member, officer, agent, or employee of any political subdivision, municipality or municipal corporation of the State of Oregon shall derive any unfair knowledge or financial benefit from this Agreement that is not offered to others in a competitive process.
- C. No Third Party Beneficiaries. The Department and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- D. Successors and Assigns. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Department and County and their respective successors and assigns; provided however that the County may not



assign this Agreement or any interest therein without the prior written consent of the Department, which consent may be withheld for any reason.

- E. Severability. The Department and the County agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provisions held to be invalid.
- F. Notice. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to the Department or the County at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.
- G. Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement so executed shall constitute an original.
- H. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the Department and/or other agency or department of the State of Oregon and the County that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. COUNTY, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.
- I. Merger Clause; Amendment; Waiver. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE DEPARTMENT AND THE COUNTY ON THE SUBJECT MATTER HEREOF. NO MODIFICATION OR

CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH THE DEPARTMENT AND THE COUNTY, AND NO CONSENT OR WAIVER SHALL BE EFFECTIVE UNLESS IN WRITING AND SIGNED BY THE PARTY AGAINST WHOM SUCH CONSENT OR WAIVER IS BEING ENFORCED. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. THE DELAY OR FAILURE OF THE DEPARTMENT TO ENFORCE ANY PROVISION OF THIS AGREEMENT SHALL NOT CONSTITUTE A WAIVER BY THE DEPARTMENT OF THAT PROVISION OR ANY OTHER PROVISION. THE COUNTY, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS.

DEPARTMENT:

State of Oregon, acting by and through its  
Department of Revenue  
Authorized Agency Signature

By: \_\_\_\_\_  
Toni Payseno, Contracts & Procurement Manager

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

COUNTY:

Wasco County

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

Date: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax No: \_\_\_\_\_

# EXHIBIT A

## AWARD LETTER COUNTY GRANT PROPOSAL

## **Agenda Item Facilities**

- [Staff Memo](#)
- [Painting Contract](#)
- [Bell Design Contract Addendum](#)

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**MEMORANDUM**

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**TO:** BOARD OF COUNTY COMMISSIONERS  
**FROM:** FRED DAVIS  
**SUBJECT:** FACILITIES CONTRACTS  
**DATE:** 6/15/2017

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**BACKGROUND INFORMATION**

**Re: Annex C exterior paint project**

Wasco County Annex C is a building that has been expanded many times and has a variety of surface materials. Though it is aged, it continues to be a valuable space for a number of occupants. Shortly after the building was acquired the exterior was cleaned and painted. That was nearly twenty years ago. With the different surface finishes and the normal wear it is again time to protect this important asset with a quality application of paint.

We are financially prepared for this task and have contacted three painting contractors to solicit proposals. Adams Construction, Bob Sady Painting and Hardwick's Custom Painting Inc. were provided with RFP information for this project. We received proposals describing similar processes and materials from Adams and Hardwick; Bob Sady Painting did not respond. The pricing was as follows:

- Hardwick's Custom Painting Inc.....\$18,950.00
- Adams Construction.....\$26,700.00

Since the description of preparation and product in both proposals was acceptable, pricing became the most important factor. Based on that difference, I would ask the board to select Hardwick's proposal as the successful submission and authorize the contract provided by staff and Counsel.

Due to the nature of the weather in our area there have been delays in painter's ability to complete local projects. This has pushed out the contractors schedule to a start date in August with a finish date in September. The Facilities Department still views this as an acceptable time period for this project.

**Engineering contract extension:**

Bell Design Company Inc. has requested an extension in order to finish developing detailed plans and supporting documentation to be used in the eventual repairs of the steps of the Courthouse on Washington Street. If approved, the extension deadline would be June 30th. The Facilities Department has no issues with the proposed extension.

# Hardwick's Custom Painting inc.



Page No. 1 of 1 Pages

## proposal and contract

1903 Oakwood dr. The Dalles, OR. 97058  
paintwithstyle@charter.net  
phone # 541-965-1198  
CCB# 178129

PROPOSAL SUBMITTED TO Wasco County		PHONE 541-506-2550	DATE 5/12/2017
STREET 511 Washington STP. stet. 101		JOB NAME Wasco county / Exterior of Annex C Building	
CITY, STATE AND ZIP CODE The Dalles, OR. 97058		JOB LOCATION 425 Ed 7 th Street, the dalles, OR.	
ARCHITECT	DATE OF PLANS		JOB PHONE

We hereby submit specifications and estimates for:

The prep, Spot priming and one finish coat of paint to the exterior of the annex C building, Work to include all Stucco, facial or flashing, metal parts of building, windows or window trim and man doors and jambs, wood panels by front doors, work to be performed we will start the job by pressure washing the complete exterior to ready for paint, Then we will scrape the stucco to remove all louse or cracked stucco until it becomes sound or solid, then we will spot prime were needed to ready for finish coat, Then we will scrape all wood surfaces and sand to ready for primer, then we will spot prime all wood areas to ready for finish paint, we will patch or caulk all holes and cracks, After all prep is complete we will apply one finish coat of paint to all surfaces that are to be painted according to the contract.

Products to be used are as follows RD peel bonding primer and a metal primer were needed and the Super Paint from - William .

All our Exterior jobs come with a one year warranty from completion date.

Color to be determined by the County prior to signing of contract, we must insist on this because some colors could take two coats of finish to insure color, which would increase the bid.

**We Propose** hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

**EIGHTEEN THOUSAND NINE HUNDRED FIFTY**----- dollars (\$ **18950.00** ).

Payment to be made as follows:

A Down payment of \$6318.00 to start the job and a installment payment of \$6316.00 half way through the job and then a final payment upon completion of the job.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delay beyond our control. Owner to carry fire, tomado and other necessary insurance. This proposal may bewithdrawn by us if not accepted within 30 days.

Authorized Signature By Dana Hardwick President  
Insurance.

### Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

SIGNATURE

DATE OF ACCEPTANCE:

SIGNATURE

**COUNTY OF WASCO  
PERSONAL SERVICES CONTRACT  
PAINTING- 435 E. 7<sup>TH</sup> STREET, THE DALLES**

THIS AGREEMENT is between the County of Wasco, an Oregon political subdivision (County), and Hardwick's Custom Painting ( Contractor). This Agreement shall be effective when signed by both parties.

**RECITALS**

- A Contractor has the training, ability, knowledge, and experience to provide services desired by the County.
- B. County selected Contractor to provide services pursuant to a solicitation process consistent with its public contracting rules.
- C. The services described below are to be provided by the Contractor in connection with a project identified as follows: Exterior Painting at 435 E 7<sup>th</sup> Street, The Dalles, Oregon.

**AGREEMENT**

**1. SERVICES TO BE PROVIDED**

Contractor shall begin services on August 18, 2017. Payment shall not be made for any other services without the written agreement by the County.

- a. Pressure wash painted surfaces and scrape all loose paint and failing surface material;
- b. Prime all sheet metal surfaces with appropriate metal primer;
- c. Seal all bare masonry and concrete surfaces with an appropriate bonding masonry and/or sealer;
- d. Apply one coat of high grade exterior pain (colors to be approved by County prior to application);
- e. Remove and properly dispose of all materials and debris created by or related to this Project;
- f. There is not be no overspray on the roofing materials or solar panel.

**2. TERM**

This Agreement shall expire, unless otherwise terminated or extended, on September 22, 2017.

**3. COMPENSATION**

County agrees to pay Contractor not to exceed Eighteen Thousand Nine Hundred and Fifty Dollars and 00/100 (\$18,950.00) for performance of those services described in paragraph 1 inclusive of all parts, materials and supplies, for which payment shall be based upon the following applicable terms:

- a. County shall pay a Material and Mobilization payment of Six Thousand Three Hundred and Eighteen and 00/100 Dollars (\$6,318.00) following execution of this Agreement;
- b. County shall pay a Progress Payment of Six Thousand Three Hundred and Eighteen and 00/100 Dollars (\$6,318.00) upon 50% completion of the Project as determined by County;
- c. County shall pay the retainage payment of Six Thousand Three Hundred and Sixteen and 00/100 Dollars (\$6,316.00) upon completion of the Project as approved by County based on Contractor's invoice and the determination that the project is complete;
- d. Payment by County to Contractor for performance of services under this Agreement includes all expenses incurred by Contractor.
- e. Payment by County shall release County from any further obligation for payment to Contractor, for services performed or expenses incurred as of the date of the invoice. Payment shall not be considered acceptance or approval of any work or waiver of any defects therein.

#### **4. ASSIGNMENT/DELEGATION**

Neither party shall assign or transfer any interest in or duty under this Agreement without the written consent of the other.

#### **5. STATUS OF CONTRACTOR AS INDEPENDENT CONTRACTOR**

Contractor certifies that:

- A. Contractor acknowledges that Contractor is an independent contractor as defined by ORS 670.600 and not an employee of County, shall not be entitled to benefits of any kind to which an employee of County is entitled and shall be solely responsible for all payments and taxes required by law. Furthermore, in the event that Contractor is found by a court of law or any administrative agency to be an employee of County for any purpose, County shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Contractor under the terms of this Agreement, to the full extent of any benefits or other remuneration Contractor receives (from County or third party) as a result of the finding and to the full extent of any payments that County is required to make (to Contractor or to a third party) as a result of the finding.
- B. Contractor represents that no employee of the County, or any partnership or corporation in which a County employee has an interest, has or will receive any remuneration of any description from Contractor, either directly or indirectly, in connection with this Agreement, except as specifically declared in writing.
- C. Contractor is not an officer, employee, or agent of the County as those terms are used in ORS 30.265.

#### **6. INDEMNIFICATION**

Contractor agrees to indemnify and defend the County, its officers, agents, employees and volunteers and hold them harmless from any and all liability, causes of action, claims, losses, damages, judgments or other costs or expenses including attorney's fees and witness costs (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may



be asserted by any person or entity which in any way arise from, during or in connection with the performance of the work described in this Agreement, except to the extent that the liability arises out of the negligence of the County and its employees. Contractor's indemnification shall also cover claims brought against the County under state or federal workers' compensation laws. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, the illegality or invalidity shall not affect the validity of the remainder of this indemnification.

## **7. LABOR OR MATERIALS**

If Contractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with this Agreement within thirty (30) days after receipt of payment from County, Contractor shall owe the person the amount due plus interest charges commencing at the end of the ten (10) day period that payment is due and ending up final payment.

## **8. INSURANCE**

Contractor and its subcontractors shall maintain insurance acceptable to County in full force and effect throughout the term of this Agreement. The insurance shall cover all activities of the contractor arising directly or indirectly out of Contractor's work performed hereunder, including the operations of its subcontractors of any tier.

The policy or policies of insurance maintained by the Contractor and its subcontractor shall provide at least the following limits and coverages:

### **A. Commercial General Liability Insurance**

Contractor shall obtain, at contractor's expense, and keep in effect during the term of this Agreement, Comprehensive General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. The following insurance will be carried:

<b><u>Coverage</u></b>	<b><u>Limit</u></b>
General Aggregate	1,000,000
Products-Completed Operations Aggregate	1,000,000
Personal & Advertising Injury	1,000,000
Each Occurrence	1,000,000

### **B. Commercial Automobile Insurance**

Contractor shall also obtain, at contractor's expense, and keep in effect during the term of the Agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$1,000,000.

### **C. Workers' Compensation Insurance**

The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this Contract that are either subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers or employers that are exempt under ORS 656.126. Out-of-state employers must provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year. Contractors who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than \$500,000 each accident.

D. Additional Insured Provision

The Commercial General Liability Insurance and Commercial Automobile Insurance policies and other policies the County deems necessary shall include the County as an additional insured with respect to this Agreement.

E. Notice of Cancellation

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the County. Any failure to comply with this provision will not affect the insurance coverage provided to the County. The certificates of insurance provided to the County shall state that the insurer shall endeavor to provide 30 days' notice of cancellation to the County

F. Certificates of Insurance

As evidence of the insurance coverage required by the Agreement, the Contractor shall furnish a Certificate of Insurance to the County. No contract shall be effected until the required certificates have been received and approved by the County. The certificate will specify and document all provisions within this Agreement. A renewal certificate will be sent to the above address 10 days prior to coverage expiration.

G. Primary Coverage Clarification

The parties agree that Contractor's coverage shall be primary to the extent permitted by law. The parties further agree that other insurance maintained by the County is excess and not contributory insurance with the insurance required in this section.

H. Cross-Liability Clause

A cross-liability clause or separation of insureds clause will be included in all general liability, professional liability, pollution, and errors and omissions policies required by this Agreement.

The procuring of required insurance shall not be construed to limit Contractor's

liability under this Agreement. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this Agreement.

## **9. METHOD & PLACE OF SUBMITTING NOTICE, BILLS AND PAYMENTS**

All notices, bills and payments shall be made in writing and may be given by personal delivery or mail. Payments may be made by personal delivery, mail, or electronic transfer. The following addresses shall be used to transmit notices and other information:

### **County:**

Tyler Stone, Administrative Officer  
Wasco County  
511 Washington Street, Ste 101  
The Dalles, OR 97058  
Business Phone: 541.506.2550

### **Contractor:**

Hardwick's Custom Painting, Inc.  
1903 Oakwood Drive  
The Dalles, OR 97058  
Business Phone: 541.965.1198

Notices mailed to the address provided for notice in this section shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery.

## **10. MERGER**

This writing is intended both as a final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both parties.

## **11. TERMINATION WITHOUT CAUSE**

At any time and without cause, County shall have the right in its sole discretion, to terminate this Agreement by giving notice to Contractor. If County terminates the Agreement pursuant to this paragraph, it shall pay Contractor for services rendered to the date of termination.

## **12. TERMINATION WITH CAUSE**

A. County may terminate this Agreement effective upon delivery of written notice to Contractor, or at such later date as may be established by County, under any of the following conditions:

1. If County funding from federal, state, local, or other sources is not obtained and

continued at levels sufficient to allow for the purchase of the indicated quantity of services. This Agreement may be modified, or terminated, to accommodate a reduction in funds.

2. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement.
3. If any license or certificate required by law or regulation to be held by Contractor, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
4. If Contractor becomes insolvent, if voluntary or involuntary petition in bankruptcy is filed by or against Contractor, if a receiver or trustee is appointed for Contractor, or if there is an assignment for the benefit of creditors of Contractor.
5. If County determines that termination of this Agreement is in the best interest of the County.

Any such termination of this Agreement under paragraph (A) shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

B. County, by written notice of default (including breach of contract) to Contractor, may terminate the whole or any part of this Agreement:

1. If Contractor fails to provide services called for by this Agreement within the time specified herein or any extension thereof, or
2. If Contractor fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from County, fails to correct such failures within ten (10) days or such other period as County may authorize.

The rights and remedies of County provided in the above clause related to defaults (including breach of contract) by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

If County terminates this Agreement under paragraph (B), Contractor shall be entitled to receive payment for all services satisfactorily rendered and expenses incurred, an amount which bears the same ratio to the total fees specified in this Agreement as the services satisfactorily rendered by Contractor bear to the total services otherwise required to be performed; provided, that there shall be deducted from such amount the amount of damages, if any, sustained by County due to breach of contract by Contractor. Damages for breach of contract shall be those allowed by Oregon law, reasonable and necessary attorney fees, and other costs of litigation at trial and upon appeal.

### **13. ACCESS TO RECORDS**

County shall have access to books, documents, papers and records of Contractor as are  
Personal Service Agreement

directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.

#### **14. FORCE MAJEURE**

Neither County nor Contractor shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disenabled, including but not restricted to, an act of nature or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the parties so disenabled shall within 10 days from the beginning of the delay, notify the other party in writing of the cause of delay and its probable extent. The notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate the cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

#### **15. NON-WAIVER**

The failure of County to insist upon or enforce strict performance by Contractor of any of the terms of this Agreement or to exercise any rights hereunder should not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights on any future occasion.

#### **16. NON-DISCRIMINATION**

Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statues, rules, and regulations. Contractor also shall comply with the Americans with Disabilities Act of 1990, ORS 659.425, and all regulations and administrative rules established pursuant to those laws.

#### **17. ERRORS**

Contractor shall perform such additional work as may be necessary to correct errors in the work required under this Agreement without undue delay and without additional cost.

#### **18. EXTRA WORK**

Only the County Administrative Officer may authorize additional work not described in the Scope of Work, paragraph 1. Failure of Contractor to secure written authorization for work not described in Exhibit A shall constitute a waiver of all right to adjustment in the contract price or contract time due to such unauthorized extra work and Contractor thereafter shall be entitled to no compensation whatsoever for the performance of such work.

#### **19. ATTORNEY'S FEES**

In case suit or action is instituted to enforce the provisions of this Agreement, the parties

Personal Service Agreement

agree that the prevailing party shall be entitled to such sum as the court may adjudge reasonable attorney fees and court costs, including attorney's fees and court costs on appeal.

## **20. GOVERNING LAW**

The provisions of this Agreement shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any question arising under this Agreement must be brought in the appropriate court of the State of Oregon.

## **21. COMPLIANCE WITH STATE AND FEDERAL LAWS/RULES**

Contractor shall comply with all applicable federal, state and local laws, rules and regulations, including, but not limited to, the requirements concerning working hours, overtime, medical care, workers compensation insurance, health care payments, payments to employees and subcontractors and income tax withholding contained in ORS Chapter 279B.

### **WASCO COUNTY BOARD OF COMMISSIONERS**

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Rod L. Runyon, Commission Chair

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Steven D. Kramer, Commission Vice-Chair

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Scott C. Hege, County Commissioner

### **Hardwick's Custom Painting, INC CCB#178129**

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Dana Hardwick, President

Approved as to form: \_\_\_\_\_  
Kristen Campbell, Wasco County Counsel



**Bell Design Company, Inc.  
Consulting Services Contract with Wasco County  
FIRST ADDENDUM**

June 21, 2017

Re: April 19, 2017 Consulting Services Contract ("Contract") between Wasco County ("County") and Bell Design Services, Inc. ("Engineer").

"County" and "Engineer" hereby agree to amend, the above referred Contract.

C.1. Term The term of this Contract shall be extended to June 30, 2017 with no further extensions.

In all other aspects, the Contract shall remain in effect.

COUNTY      Date: June 21, 2017

ENGINEER      Date: \_\_\_\_\_

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

\_\_\_\_\_  
Stoner Bell, President

\_\_\_\_\_  
Steven D. Kramer, Commission Vice-Chair

\_\_\_\_\_  
Scott C. Hege, County Commissioner

**APPROVED AS TO FORM**

\_\_\_\_\_  
Kristen Campbell, County Counsel

## **Agenda Item**

### **QLife Budget**

- [Staff Memo](#)
- [QLife Approved Budget Document](#)





Date: 6/14/17

To: Board of County Commissioners, Wasco County

From: Mike Middleton,  
Wasco County Finance Director

Re: Quality Life (Qlife) Adopted Budget

Mayor and Councilors,

The Qlife Budget Committee has Approved a budget for fiscal year 2018 (July 1<sup>st</sup>, 2017 to June 30<sup>th</sup>, 2018). This budget has been/will be adopted by the Qlife Board on the June 22<sup>nd</sup>, 2017 meeting. The adoption of the budget will occur the day after the Board of Commissioners' meeting.

Changes were made in the proposed budget by the Committee. Additional changes are not anticipated at the Qlife budget hearing to adopt the approved budget.

The Qlife Budget is presented to the City Council for acceptance as the City of The Dalles is a key member of the partnership that created the Qlife organization.

The financial management of Qlife has been moved from the city to the county and will be effective July 1<sup>st</sup>, 2017. Currently the transition is in process.

Regards,

A handwritten signature in blue ink, appearing to read "Mike Middleton", with a long horizontal flourish extending to the right.

Mike Middleton  
Finance Director, Wasco County

# QUALITYLIFE INTERGOVERNMENTAL AGENCY

## BUDGET MESSAGE

### FISCAL YEAR 2018

I am pleased to present to you the Proposed Budget for Fiscal Year 2018. This budget covers the period of July 1<sup>st</sup>, 2017 to June 30<sup>th</sup> 2018.

The QualityLife Intergovernmental Agency (QLife) is a partnership between the City of The Dalles and Wasco County. QLife is an intergovernmental agency consisting of the City of The Dalles and Wasco County, governed by a Board of Directors and run by an Administrator. QLife is a transport and dark fiber service provider that facilitates broadband, Ethernet, wide area networks, internet access, and virtual private networks through local internet service providers. QLife has been operational since December of 2003. The original mission and purpose of QLife was to bring a middle mile fiber solution to the City of The Dalles in an effort to meet certain needs of critical agencies for reliable high speed data services and to provide and promote an environment for successful economic development. Recently QLife has embarked on a project to bring fiber to the home in Maupin, OR.

This narrative explains the proposed QLife budget for fiscal year 2018. The budget encompasses three (3) funds: The Operating (General) Fund, the Capital Fund and the Maupin Fund. The Maupin Fund is for operations and capital bringing and building QLife services in the Maupin area. The intent is for the Maupin Fund to function without subsidy from the Operating fund serving The Dalles.

The Proposed Budget totals \$3,437,621 combined for all three (3) funds. This increase over the budget for Fiscal Year 2017 is \$774,009. This is due primarily to a budgeted transfer of \$635,400 from the Capital Fund to the Maupin Fund. This transfer is a loan to be repaid out of operations of the Maupin Fund. The net increase in beginning fund balance is projected to be \$228,496 net increase with the three (3) funds combined.

Fund	FY17 Budget	FY18 Budget	Difference	%
General Fund	883,676	856,307	(27,369)	-3.1%
<i>The operations fund is primarily for operations in The Dalles</i>				
Capital Fund	1,325,456	1,652,872	327,416	24.7%
<i>The capital project fund is used for system expansion in The Dalles area</i>				
Maupin Fund	454,480	928,442	473,962	104.3%
<i>The project fund is for providing service to Maupin</i>				
<b>Grand Total</b>	<b>2,663,612</b>	<b>3,437,621</b>	<b>774,009</b>	<b>29.1%</b>

## Financial Health

The General (Operations) Fund for The Dalles area is in good shape. Projected resources are \$856,307 for FY18. This includes a Beginning Fund Balance of \$143,160. Normal operating expenses are \$312,057 with an additional \$20,000 set aside each year for capital equipment. This is very sustainable and shows a strong indication of growth. (New revenue = \$713,143 less normal operating expenses and capital totaling \$332,057 = \$401,090 for transfers to Capital Fund, pass-through, contingency and unappropriated balance.) The majority of the funds left after revenues are used to pay expenses are transferred to the Capital Fund to pay for future and current capital projects.

The Capital Fund starts FY18 with \$1,229,902 in beginning fund balance. Another \$392,898 will be transferred in from the General (Operations) fund. Total resources for the Capital Fund are \$1,652,872. The proposed budget includes \$534,000 in noncapital and capital expenses. This is \$41,102 more than the budgeted transfer from the General (Operating) Fund and represents the planned use of fund balance. The Capital Outlay includes \$232,000 for structures that has not been spent in prior years. It is functioning as more of a reserve. The same for the \$70,000 in Secondary Line Extension and \$5,000 in Pole Make Ready. The Primary system capital outlay is budgeted for \$196,000. Taking the expected use of Capital expenses, the fund is in good shape and should increase going forward. The only difficulty is in transfers out. \$635,400 is proposed to be transferred to the Maupin Fund to complete the project. This is 52% of the beginning fund balance and causes a significant decrease in the fund. However, it will recover and continue to grow. If all the capital outlays are expended as budgeted, the ending fund balance would be \$483,472. At that point, the fund will then begin to grow again until the next major capital outlay. Repayment from the Maupin Fund is not expected to be quick.

The Maupin Fund is a new fund without a strong revenue stream. Based on current projections, it will start FY18 with a negative beginning balance. The fund does not have the resources to complete the current project without a new source of funds. This is why a transfer of up to \$635,400 is proposed to the fund. This will allow the fund to complete the project and fund the necessary reserves.

## Transfers

Transfers are used to move funds from one fund to another. In the instance of the Capital Fund and the Maupin Fund, this is to fund a loan and start repayment. The loan has no interest rate and the term is not fixed. Repayment will be based on the fees received.

Transfers			
From Fund	To Fund	Amount	Purpose
General	Capital	392,898	Fund capital expenses of the system
Capital	Maupin	635,400	Loan to fund the Maupin project
Maupin	Capital	10,000	Payment on the loan from franchise fees

## Contingency and Reserves

Contingency amounts for each fund are lean. The number looks better when fund reservations are included. The reserves function similar to a contingency by setting funds aside that can be moved by the Board.

The General (Operations) Fund has a contingency of \$29,700. This is 9.5% of the budgeted operating expense. This is more than one month's operating expenses.

The Capital Fund has a contingency of \$18,872 and a reservation for System Improvements of \$464,000. While the Contingency is only 3.5% of the total budgeted expenses (noncapital and capital) the reservation for system improvements provides significant financial security. The purpose of the reservation is for future expansion, modernization or replacement of systems. These are the same purposes that would cause a draw on contingency funds.

The Maupin Fund contingency is \$4,540. While this is 8.6% of the noncapital expense, it is only 0.5% of the combined capital and noncapital expense. There is a reservation for \$28,320 due to providing wifi service for an additional two (2) years for a grant that was received in FY16. Even with the transfer in from the Capital Fund, the Maupin fund will essentially have no contingency or reserves.

## Capital Outlay

The capital projects have not been budgeted for specific items, rather for a lump sum. This is due to the evaluation of projects still underway. The priorities have not changed since the Financial Priorities Policy was adopted for fiscal year 2017. These projects are underway and progress is being made. The major project cost where funding is difficult is the Maupin Fund. The Proposed Budget transfers in \$635,400 from the Capital Fund to be able to complete this project.

Capital Outlay		
Fund	Purpose	Amount
General (Operating)	Telcom Equipment	20,000
Capital Fund	Buildings	232,000
	Primary System Maintenance	196,000
	Secondary Line Extension	75,000
	Pole Make Ready	5,000
Total Capital Fund		508,000
Maupin Fund	Secondary Line Extension	832,620
Total Capital Outlay		1,360,620

**Budget Appropriation**

The Proposed Budget contains line item detail, however the legal level of control for the budget is at the Fund/Department level. This means for each fund, amounts will be appropriated at the legal level of control by Beginning Balance, Operations (noncapital and capital), Pass-Through, Transfer In/Out, Reserve, Contingency and Unappropriated.

## Qlife Budget Appropriation

			FY18
Appropriation			Proposed
Type	Fund	Department	Budget
Revenue	General (Operating) Fund	Beginning Balance	143,160
Revenue	General (Operating) Fund	Operations	713,147
Expense	General (Operating) Fund	Operations	332,057
Expense	General (Operating) Fund	Pass-Through	50,000
Expense	General (Operating) Fund	Transfer Out	392,898
Expense	General (Operating) Fund	Contingency	29,700
Expense	General (Operating) Fund	Unappropriated	51,652
Revenue	Capital Fund	Beginning Balance	1,229,902
Revenue	Capital Fund	Operations	30,072
Revenue	Capital Fund	Transfer In	392,898
Expense	Capital Fund	Operations	534,000
Expense	Capital Fund	Transfer Out	635,400
Expense	Capital Fund	Reserve	464,600
Expense	Capital Fund	Contingency	18,872
Revenue	Maupin Fund	Beginning Balance*	-
Revenue	Maupin Fund	Operations*	293,042
Revenue	Maupin Fund	Transfer In	635,400
Expense	Maupin Fund	Operations	885,582
Expense	Maupin Fund	Transfer Out	10,000
Expense	Maupin Fund	Reserve	28,320
Expense	Maupin Fund	Contingency	4,540

\* Maupin fund is budgeting \$0 for beginning fund balance as this is projected to be negative (\$103,539 negative). The negative amount is netted against the projected revenues from operations

# Qlife Budget Detail - General (Operating) Fund

Using City Coding

Fund		General Fund					
Row Labels	FY15 - Actual	FY16 - Actual	FY17 - Budget	FY17 - Projected	FY18 - Budget	FY18 - Approved	FY18 - Adopted
<b>Revenue</b>							
<b>Revenue</b>							
600-0000-300.00-00 - Beginning Balance	180,966	231,823	152,496	157,296	143,160	143,160	-
600-0000-344.10-00 - Utility Service Charges	622,155	648,860	676,380	642,747	658,347	658,347	-
600-0000-344.20-00 - Connect Charges	3,150	4,200	1,000	2,667	1,000	1,000	-
600-0000-361.00-00 - Interest Revenues	1,505	4,950	3,600	9,862	3,600	3,600	-
600-0000-369.00-00 - Other Misc Revenues	5,637	3,933	200	144	200	200	-
600-0000-369.20-00 - E-Rate Reimbursements	13,075	41,290	50,000	50,000	50,000	50,000	-
<b>Revenue Total</b>	<b>826,488</b>	<b>935,056</b>	<b>883,676</b>	<b>862,716</b>	<b>856,307</b>	<b>856,307</b>	-
<b>Expense</b>							
<b>Materials &amp; Services</b>							
600-6000-000.31-10 - Administrative Services	24,643	31,793	54,000	40,894	54,000	54,000	-
600-6000-000.31-11 - Financial Contract Services	-	-	7,200	-	-	-	-
600-6000-000.31-15 - Contractual Svc - County	4,470	-	5,000	2,120	-	-	-
600-6000-000.31-20 - Outside Plant Maint	14,733	7,226	43,000	-	43,000	43,000	-
600-6000-000.31-90 - Other Services	6,887	12,278	3,000	2,643	3,000	3,000	-
600-6000-000.32-10 - Audit	5,500	4,750	7,050	4,600	7,050	7,050	-
600-6000-000.32-20 - Legal Services	4,630	12,480	9,000	4,592	9,000	9,000	-
600-6000-000.34-10 - Engineering Services	17,356	35,210	22,400	47,276	50,000	50,000	-
600-6000-000.34-30 - Network System Management	60,847	71,845	68,000	68,000	68,000	68,000	-
600-6000-000.34-50 - Special Studies/Reports	-	-	-	-	-	-	-
600-6000-000.41-40 - Electricity	504	454	900	556	700	700	-
600-6000-000.43-10 - Buildings & Grounds	-	247	1,600	-	1,600	1,600	-
600-6000-000.43-25 - Network Equipment	-	1,597	5,000	-	5,000	5,000	-
600-6000-000.43-87 - Utilities Locates	-	-	-	-	-	-	-
600-6000-000.44-10 - Office Space Rental	7,752	7,752	7,752	7,752	7,752	7,752	-
600-6000-000.52-10 - Liability Insurance	5,730	7,317	7,620	20,312	14,500	14,500	-
600-6000-000.52-20 - Property Insurance	-	-	6,218	-	6,500	6,500	-
600-6000-000.53-20 - Postage	113	-	200	-	200	200	-
600-6000-000.53-30 - Telephone	376	412	420	420	420	420	-

# Qlife Budget Detail - General (Operating) Fund

## Using City Coding

Fund		General Fund					
Row Labels	FY15 - Actual	FY16 - Actual	FY17 - Budget	FY17 - Projected	FY18 - Budget	FY18 - Approved	FY18 - Adopted
600-6000-000.53-40 - Legal Notices	116	296	400	-	400	400	-
600-6000-000.54-00 - Advertising	529	500	1,500	667	1,500	1,500	-
600-6000-000.57-10 - Permits	228	-	400	-	400	400	-
600-6000-000.58-10 - Travel, Food & Lodging	1,254	1,973	2,000	438	2,000	2,000	-
600-6000-000.58-50 - Trainings & Conferences	130	195	700	433	700	700	-
600-6000-000.58-70 - Memberships/Dues/Subs	255	1,433	875	1,290	1,300	1,300	-
600-6000-000.60-10 - Office Supplies	72	295	100	170	135	135	-
600-6000-000.63-80 - Scholarships	2,000	2,000	2,000	2,000	2,000	2,000	-
600-6000-000.63-90 - Robotics Grant	2,000	2,000	2,000	2,000	2,000	2,000	-
600-6000-000.69-50 - Misc Expenses	3,889	674	650	120	650	650	-
600-6000-000.69-60 - Pole Connection Fees	10,335	8,447	10,500	10,500	10,500	10,500	-
600-6000-000.69-70 - Right of Way Fees	18,645	19,466	20,300	19,282	19,750	19,750	-
600-6000-000.69-80 - Assets < \$5000	-	-	-	-	-	-	-
<b>Capital Outlay</b>							
600-6000-000.74-20 - Telcom Equipment	5,692	1,688	20,000	-	20,000	20,000	-
<b>Pass-Through</b>							
600-9500-000.83-10 - ESD E-Rate Transfers	13,075	41,290	50,000	50,000	50,000	50,000	-
<b>Transfer</b>							
600-9500-000.81-91 - Qlife Capital Fund	382,905	504,140	433,491	433,491	392,898	392,898	-
<b>Contingency</b>							
600-9500-000.88-00 - Contingency	-	-	28,400	-	29,700	29,700	-
<b>Unappropriated</b>							
600-Unappropriated - Unappropriated	-	-	62,000	59,406	51,652	51,652	-
<b>Expense Total</b>	<b>594,666</b>	<b>777,758</b>	<b>883,676</b>	<b>778,962</b>	<b>856,307</b>	<b>856,307</b>	<b>-</b>



# Qlife Budget Detail - General (Operating) Fund

## Using County Coding

Fund		General Fund					
Row Labels	FY15 - Actual	FY16 - Actual	FY17 - Budget	FY17 - Projected	FY18 - Budget	FY18 - Approved	FY18 - Adopted
<b>Revenue</b>							
<b>Revenue</b>							
600.60.6000.400.000 - BEGINNING FUND BALANCE	180,966	231,823	152,496	157,296	143,160	143,160	-
600.60.6000.414.500 - UTILITY SERVICE CHARGES	622,155	648,860	676,380	642,747	658,347	658,347	-
600.60.6000.414.501 - CONNECT CHARGES	3,150	4,200	1,000	2,667	1,000	1,000	-
600.60.6000.417.104 - INTEREST EARNED	1,505	4,950	3,600	9,862	3,600	3,600	-
600.60.6000.421.241 - MISC RECEIPTS	5,637	3,933	200	144	200	200	-
600.60.6000.422.132 - E-RATE REIMBURSEMENTS	13,075	41,290	50,000	50,000	50,000	50,000	-
<b>Revenue Total</b>	<b>826,488</b>	<b>935,056</b>	<b>883,676</b>	<b>862,716</b>	<b>856,307</b>	<b>856,307</b>	-
<b>Expense</b>							
<b>Materials &amp; Services</b>							
600.60.6000.52101 - ADVERTISING & PROMOTIONS	529	500	1,500	667	1,500	1,500	-
600.60.6000.52111 - DUES & SUBSCRIPTIONS	255	1,433	875	1,290	1,300	1,300	-
600.60.6000.52113 - INSURANCE & BONDS	5,730	7,317	13,838	20,312	21,000	21,000	-
600.60.6000.52115 - LEGAL NOTICES & PUBLISHING	116	296	400	-	400	400	-
600.60.6000.52116 - POSTAGE	113	-	200	-	200	200	-
600.60.6000.52120 - RENT - OFFICE	7,752	7,752	7,752	7,752	7,752	7,752	-
600.60.6000.52122 - TELEPHONE	376	412	420	420	420	420	-
600.60.6000.52148 - GENERAL GRANTS	2,000	2,000	2,000	2,000	2,000	2,000	-
600.60.6000.52151 - SCHOLARSHIP	2,000	2,000	2,000	2,000	2,000	2,000	-
600.60.6000.52350 - TAXES/PERMITS/ASSESSMENTS	228	-	400	-	400	400	-
600.60.6000.52370 - MISC EXPENDITURES	3,889	674	650	120	650	650	-
600.60.6000.52398 - ADMINISTRATIVE COST	29,113	31,793	66,200	43,014	54,000	54,000	-
600.60.6000.52401 - CONTRACTED SERVICES	-	-	-	-	-	-	-
600.60.6000.52406 - CONTR SRVCS - LEGAL CONUNSEL CONTR	4,630	12,480	9,000	4,592	9,000	9,000	-
600.60.6000.52409 - CONTR SRVCS - OTHER	6,887	12,278	3,000	2,643	3,000	3,000	-
600.60.6000.52412 - CONTR SRVCS - AUDIT CONTRACT	5,500	4,750	7,050	4,600	7,050	7,050	-
600.60.6000.52477 - CONTRACTED SVSC - ENGINEERING	17,356	35,210	22,400	47,276	50,000	50,000	-
600.60.6000.52479 - CONTRACTED SVSC - NETWORK SYSTEM							
MGMT	60,847	71,845	68,000	68,000	68,000	68,000	-

## Qlife Budget Detail - General (Operating) Fund

### Using County Coding

Fund	General Fund						
Row Labels	FY15 - Actual	FY16 - Actual	FY17 - Budget	FY17 - Projected	FY18 - Budget	FY18 - Approved	FY18 - Adopted
600.60.6000.52480 - POLE CONNECTION FEES	10,335	8,447	10,500	10,500	10,500	10,500	-
600.60.6000.52481 - RIGHT OF WAY FEES	18,645	19,466	20,300	19,282	19,750	19,750	-
600.60.6000.52502 - NETWORK COMPONENTS	-	1,597	5,000	-	5,000	5,000	-
600.60.6000.52601 - EQUIPMENT - NON CAPITAL	-	-	-	-	-	-	-
600.60.6000.52701 - TRAINING & EDUCATION	130	195	700	433	700	700	-
600.60.6000.52711 - MEALS, LODGING & REGISTRATION	1,254	1,973	2,000	438	2,000	2,000	-
600.60.6000.52801 - BLDG REPAIR & MAINT	-	247	1,600	-	1,600	1,600	-
600.60.6000.52808 - OUTSIDE PLANT MAINTENANCE	14,733	7,226	43,000	-	43,000	43,000	-
600.60.6000.52882 - UTILITIES - ELECTRICITY	504	454	900	556	700	700	-
600.60.6000.52910 - SUPPLIES - OFFICE	72	295	100	170	135	135	-
<b>Capital Outlay</b>							
600.60.6000.53301 - EQUIPMENT - CAPITAL	5,692	1,688	20,000	-	20,000	20,000	-
<b>Pass-Through</b>							
600.60.6000.52399 - ESD E-RATE PASS THROUGH	13,075	41,290	50,000	50,000	50,000	50,000	-
<b>Transfer</b>							
600.60.6000.55601 - TRANSFER TO QLIFE CAPITAL	382,905	504,140	433,491	433,491	392,898	392,898	-
<b>Contingency</b>							
600.60.6000.57600 - CONTINGENCY	-	-	28,400	-	29,700	29,700	-
<b>Unappropriated</b>							
600.60.6000.59000 - UNAPPROPRIATED	-	-	62,000	59,406	51,652	51,652	
<b>Expense Total</b>	<b>594,666</b>	<b>777,758</b>	<b>883,676</b>	<b>778,962</b>	<b>856,307</b>	<b>856,307</b>	<b>-</b>

# Qlife Budget Detail - Capital Fund

## Using City Coding

Fund	Capital Fund						
Row Labels	FY15 - Actual	FY16 - Actual	FY17 - Budget	FY17 - Projected	FY18 - Budget	FY18 - Approved	FY18 - Adopted
<b>Revenue</b>							
<b>Revenue</b>							
601-0000-300.00-00 - Beginning Balance	183,319	377,826	861,965	870,111	1,229,902	1,229,902	-
601-0000-344.20-00 - Connect Charges	17,607	13,569	30,000	10,900	19,000	19,000	-
601-0000-361.00-00 - Interest Revenue	-	-	-	834	1,072	1,072	-
601-0000-369.00-00 - Other Misc Revenues	-	-	-	-	-	-	-
601-0000-391.90-01 - Qlife Operating Fund	382,905	504,140	433,491	433,491	392,898	392,898	-
601-0000-391.90-02 - Qlife Maupin Fund	-	-	-	-	10,000	10,000	-
601-0000-393.10-00 - Loan/Bond Proceeds	-	-	-	-	-	-	-
<b>Revenue Total</b>	<b>583,831</b>	<b>895,535</b>	<b>1,325,456</b>	<b>1,315,336</b>	<b>1,652,872</b>	<b>1,652,872</b>	<b>-</b>
<b>Expense</b>							
<b>Materials &amp; Services</b>							
601-6000-000.34-10 - Engineering Services	4,735	1,085	11,000	11,000	11,000	11,000	-
601-6000-000.34-70 - Customer Connections	1,016	1,354	4,000	-	4,000	4,000	-
601-6000-000.43-86 - Lines, Maint & Supplies	913	-	8,000	15,125	16,000	16,000	-
<b>Capital Outlay</b>							
601-6000-000.72-20 - Buildings	-	-	232,000	-	232,000	232,000	-
601-6000-000.74-20 - Telcom Equipment	-	-	-	302	-	-	-
601-6000-000.76-10 - Primary (System Maint)	7,149	2,263	196,000	59,007	196,000	196,000	-
601-6000-000.76-20 - Secondary (Line Extension	62,527	20,722	70,000	-	70,000	70,000	-
601-6000-000.76-30 - Pole Make Ready Costs	-	-	5,000	-	5,000	5,000	-
<b>Transfer</b>							
601-xxxx - Transfer/Loan to Maupin fund	-	-	156,655	156,655	635,400	200,000	-
<b>Debt Service</b>							
601-6000-000.79-50 - Loan Principal Payments	128,957	-	-	-	-	-	-
601-6000-000.79-60 - Interest Payments	706	-	-	-	-	-	-
<b>Distribution</b>							
601-9500-000.80-20 - Distribution to Sponsors	-	-	159,456	-	-	-	-
<b>Reserve</b>							
601-9500-000.84-15 - Reserve for Sys Imprvments	-	-	383,345	-	464,600	464,600	-

## Qlife Budget Detail - Capital Fund

### Using City Coding

Fund	Capital Fund						
Row Labels	FY15 - Actual	FY16 - Actual	FY17 - Budget	FY17 - Projected	FY18 - Budget	FY18 - Approved	FY18 - Adopted
601-9500-000.84-20 - Reserve for Co Expansion	-	-	-	-	-	-	-
601-9500-000.84-30 - Reserve for Debt Retirement	-	-	-	-	-	-	-
Contingency							
601-9500-000.88-00 - Contingency	-	-	100,000	-	18,872	454,272	-
Unappropriated							
601-Unappropriated - Unappropriated			-	-	-	-	-
Expense Total	206,003	25,424	1,325,456	242,089	1,652,872	1,652,872	-

# Qlife Budget Detail - Capital Fund

## County Coding

Fund	Capital Fund
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Row Labels	FY15 - Actual	FY16 - Actual	FY17 - Budget	FY17 - Projected	FY18 - Budget	FY18 - Approved	FY18 - Adopted
<b>Revenue</b>							
<b>Revenue</b>							
601.60.6000.400.000 - BEGINNING FUND BALANCE	183,319	377,826	861,965	870,111	1,229,902	1,229,902	-
601.60.6000.414.501 - CONNECT CHARGES	17,607	13,569	30,000	10,900	19,000	19,000	-
601.60.6000.417.104 - INTEREST EARNED	-	-	-	834	1,072	1,072	-
601.60.6000.421.241 - MISC RECEIPTS	-	-	-	-	-	-	-
601.60.6000.450.600 - TRANSFER FROM QLIFE OPERATING FUND	382,905	504,140	433,491	433,491	392,898	392,898	-
601.60.6000.450.602 - TRANSFER FROM QLIFE MAUPIN FUND	-	-	-	-	10,000	10,000	-
601.60.6000.490.490 - LOAN PROCEEDS	-	-	-	-	-	-	-
<b>Revenue Total</b>	<b>583,831</b>	<b>895,535</b>	<b>1,325,456</b>	<b>1,315,336</b>	<b>1,652,872</b>	<b>1,652,872</b>	<b>-</b>
<b>Expense</b>							
<b>Materials &amp; Services</b>							
601.60.6000.52477 - CONTRACTED SVSC - ENGINEERING	4,735	1,085	11,000	11,000	11,000	11,000	-
601.60.6000.52478 - CONTRACTED SVSC - CUSTOMER CONNECTIONS	1,016	1,354	4,000	-	4,000	4,000	-
601.60.6000.52651 - EQUIPMENT - REPAIR & MAINTENANCE	913	-	8,000	15,125	16,000	16,000	-
<b>Capital Outlay</b>							
601.60.6000.53101 - BUILDINGS	-	-	232,000	-	232,000	232,000	-
601.60.6000.53301 - EQUIPMENT - CAPITAL	-	-	-	302	-	-	-
601.60.6000.53313 - PRIMARY SYSTEM	7,149	2,263	196,000	59,007	196,000	196,000	-
601.60.6000.53314 - SECONDARY LINE EXTENSION	62,527	20,722	70,000	-	70,000	70,000	-
601.60.6000.53315 - POLE MAKE READY	-	-	5,000	-	5,000	5,000	-
<b>Transfer</b>							
601.60.6000.55602 - TRANSFER TO QLIFE MAUPIN	-	-	156,655	156,655	635,400	200,000	-
<b>Debt Service</b>							

# Qlife Budget Detail - Capital Fund

## County Coding

Fund Capital Fund

Row Labels	FY15 - Actual	FY16 - Actual	FY17 - Budget	FY17 - Projected	FY18 - Budget	FY18 - Approved	FY18 - Adopted
601.60.6000.54306 - PRINCIPAL PAYMENT	128,957	-	-	-	-	-	-
601.60.6000.54307 - INTEREST	706	-	-	-	-	-	-
<b>Distribution</b>							
601.60.6000.56001 - DISTRIBUTION TO SPONSORS	-	-	159,456	-	-	-	-
<b>Reserve</b>							
601.60.6000.58001 - RESERVE FOR SYSTEM IMPROVEMENTS	-	-	383,345	-	464,600	464,600	-
601.60.6000.58002 - RESERVE FOR EXPANSION	-	-	-	-	-	-	-
601.60.6000.58003 - RESERVE FOR DEBT RETIREMENT	-	-	-	-	-	-	-
<b>Contingency</b>							
601.60.6000.57601 - CONTINGENCY	-	-	100,000	-	18,872	454,272	-
<b>Unappropriated</b>							
601.60.6000.59000 - UNAPPROPRIATED			-	-	-	-	-
<b>Expense Total</b>	<b>206,003</b>	<b>25,424</b>	<b>1,325,456</b>	<b>242,089</b>	<b>1,652,872</b>	<b>1,652,872</b>	<b>-</b>

# Qlife Budget Detail - Maupin Fund

## City Coding

Fund		Maupin Fund						
Row Labels		FY15 - Actual	FY16 - Actual	FY17 - Budget	FY17 - Projected	FY18 - Budget	FY18 - Approved	FY18 - Adopted
<b>Revenue</b>								
<b>Revenue</b>								
602-0000-300.00-00 - Beginning Balance		-	-	199,135	13,620	53,116	53,116	-
602-0000-334.90-00 - State Grants, Other		-	-	243,345	51,923	386,581	386,581	-
602-0000-336.10-00 - Private Sector Grants (Google)		-	87,880	-	-	-	-	-
602-0000-344.20-00 - Connect Charges		-	-	12,000	-	4,000	4,000	-
602-0000-344.20-01 - Cust Fees - Middle Mile		-	-	-	-	-	-	-
602-0000-344.20-02 - Cust Fees - Trnsprt/Collocation		-	-	-	-	-	-	-
602-0000-361.00-00 - Interest Revenue		-	-	-	35	-	-	-
602-0000-369.00-00 - Other Misc Revenues		-	-	-	-	6,000	6,000	-
602-0000-369.20-00 - E-Rate Reimbursements		-	-	-	-	-	-	-
602-0000-391.90-01 - Qlife Operating Fund		-	-	-	-	-	-	-
602-0000-391.90-02 - Qlife Capital Fund		-	-	156,655	156,655	635,400	200,000	-
602-0000-393.10-00 - Loan/Bond Proceeds		-	-	-	-	-	-	-
<b>Revenue Total</b>		-	87,880	611,135	222,233	1,085,097	649,697	-
<b>Expense</b>								
<b>Materials &amp; Services</b>								
600-6000-000.32-20 - Legal Services		-	-	-	1,845	2,000	2,000	-
602-6000-000.31-10 - Administrative Services		-	26,678	14,160	-	14,160	14,160	-
602-6000-000.31-80 - Contractual Services: WIFI		-	-	-	-	20,400	20,400	-
602-6000-000.34-10 - Engineering Services		-	-	-	-	-	-	-
602-6000-000.34-70 - Customer Connections		-	-	-	-	-	-	-
602-6000-000.41-30 - Natural Gas		-	-	-	-	-	-	-
602-6000-000.41-40 - Electricity		-	-	-	-	-	-	-
602-6000-000.41-50 - Broadband Transport		-	-	-	-	14,352	14,352	-
602-6000-000.43-86 - Lines, Maint & Supplies		-	-	-	-	-	-	-
602-6000-000.52-10 - Property Insurance		-	-	1,000	1,000	1,000	1,000	-
602-6000-000.69-60 - Pole Connection Fees		-	-	1,050	1,050	1,050	1,050	-
<b>Capital Outlay</b>								
602-6000-000.72-20 - Buildings		-	-	-	-	-	-	-

## Qlife Budget Detail - Maupin Fund

### City Coding

Fund	Maupin Fund						
Row Labels	FY15 - Actual	FY16 - Actual	FY17 - Budget	FY17 - Projected	FY18 - Budget	FY18 - Approved	FY18 - Adopted
602-6000-000.74-20 - Telcom Equipment	-	17,097	79,263	-	-	-	-
602-6000-000.76-10 - Primary (System Maint)	-	30,486	320,737	165,222	-	-	-
602-6000-000.76-20 - Secondary (Line Extension	-	-	-	-	832,620	553,875	-
602-6000-000.76-30 - Pole Make Ready Costs	-	-	-	-	-	-	-
Debt Service							
602-6000-000.79-50 - Loan Principal Payments	-	-	-	-	-	-	-
602-6000-000.79-60 - Interest Payments	-	-	-	-	-	-	-
Pass-Through							
602-9500-000.83-10 - ESD E-Rate Transfers	-	-	-	-	-	-	-
Transfer							
602-9500-000.81-92 - Transfer to Qlife Capital Fund	-	-	-	-	10,000	10,000	-
Reserve							
602-9500-000.84-10 - Reseve for Wi-Fi	-	-	184,975	-	28,320	28,320	-
Contingency							
602-9500-000.88-00 - Contingency	-	-	9,950	-	4,540	4,540	-
Unappropriated							
602-Unappropriated - Unappropriated			-	-	-	-	-
Expense Total	-	74,261	611,135	169,117	928,442	649,697	-



# Qlife Budget Detail - Maupin Fund

## County Coding

Fund	Maupin Fund						
Row Labels	FY15 - Actual	FY16 - Actual	FY17 - Budget	FY17 - Projected	FY18 - Budget	FY18 - Approved	FY18 - Adopted
Revenue							
Revenue							
602.60.6000.400.000 - BEGINNING FUND BALANCE	-	-	199,135	13,620	53,116	53,116	-
602.60.6000.412.674 - STATE GRANT	-	-	243,345	51,923	386,581	386,581	-
602.60.6000.412.700 - PRIVATE SECTOR GRANTS	-	87,880	-	-	-	-	-
602.60.6000.414.500 - UTILITY SERVICE CHARGES	-	-	12,000	-	4,000	4,000	-
602.60.6000.414.502 - CUSTOMER FEES - MIDDLE MILE	-	-	-	-	-	-	-
602.60.6000.414.503 - COSTOMER FEES - TRANSPORT/COLOCATION	-	-	-	-	-	-	-
602.60.6000.417.104 - INTEREST EARNED	-	-	-	35	-	-	-
602.60.6000.421.241 - MISC RECEIPTS	-	-	-	-	6,000	6,000	-
602.60.6000.422.132 - E-RATE REIMBURSEMENTS	-	-	-	-	-	-	-
602.60.6000.450.600 - TRANSFER FROM QLIFE OPERATING FUND	-	-	-	-	-	-	-
602.60.6000.450.601 - TRANSFER FROM QLIFE CAPITAL FUND	-	-	156,655	156,655	635,400	200,000	-
602.60.6000.490.490 - LOAN PROCEEDS	-	-	-	-	-	-	-
Revenue Total	-	87,880	611,135	222,233	1,085,097	649,697	-
Expense							
Materials & Services							
602.60.6000.52113 - INSURANCE & BONDS	-	-	1,000	1,000	1,000	1,000	-
602.60.6000.52398 - ADMINISTRATIVE COST	-	26,678	14,160	-	14,160	14,160	-
602.60.6000.52476 - CONTRACTED SVSC - WIFI	-	-	-	-	20,400	20,400	-
602.60.6000.52477 - CONTRACTED SVSC - ENGINEERING	-	-	-	-	-	-	-
602.60.6000.52480 - POLE CONNECTION FEES	-	-	1,050	1,050	1,050	1,050	-
602.60.6000.52482 - BROADBAND SUPPORT	-	-	-	-	14,352	14,352	-
602.60.6000.52651 - EQUIPMENT - REPAIR & MAINTENANCE	-	-	-	-	-	-	-
602.60.6000.52882 - UTILITIES - ELECTRICITY	-	-	-	-	-	-	-
602.60.6000.52883 - UTILITIES - NATURAL GAS	-	-	-	-	-	-	-
602.60.6000.52406 - CONTR SVCS - LEGAL CONUNSEL CONTR	-	-	-	1,845	2,000	2,000	-
602.60.6000.52478 - CONTRACTED SVSC - CUSTOMER CONNECTIONS	-	-	-	-	-	-	-

# Qlife Budget Detail - Maupin Fund

## County Coding

Fund		Maupin Fund						
Row Labels		FY15 - Actual	FY16 - Actual	FY17 - Budget	FY17 - Projected	FY18 - Budget	FY18 - Approved	FY18 - Adopted
<b>Capital Outlay</b>								
602.60.6000.53101 - BUILDINGS		-	-	-	-	-	-	-
602.60.6000.53301 - EQUIPMENT - CAPITAL		-	17,097	79,263	-	-	-	-
602.60.6000.53313 - PRIMARY SYSTEM		-	30,486	320,737	165,222	-	-	-
602.60.6000.53314 - SECONDARY LINE EXTENSION		-	-	-	-	832,620	553,875	-
602.60.6000.53315 - POLE MAKE READY		-	-	-	-	-	-	-
<b>Transfer</b>								
602.60.6000.55601 - TRANSFER TO QLIFE CAPITAL		-	-	-	-	10,000	10,000	-
<b>Pass-Through</b>								
602.60.6000.52399 - ESD E-RATE PASS THROUGH		-	-	-	-	-	-	-
<b>Debt Service</b>								
602.60.6000.54306 - PRINCIPAL PAYMENT		-	-	-	-	-	-	-
602.60.6000.54307 - INTEREST		-	-	-	-	-	-	-
<b>Reserve</b>								
602.60.6000.58004 - RESERVE FOR WIFI		-	-	184,975	-	28,320	28,320	-
<b>Contingency</b>								
602.60.6000.57602 - CONTINGENCY		-	-	9,950	-	4,540	4,540	-
<b>Unappropriated</b>								
602.60.6000.59000 - UNAPPROPRIATED		-	-	-	-	-	-	-
<b>Expense Total</b>		-	74,261	611,135	169,117	928,442	649,697	-

**QUALITY LIVE INTERGOVERNMENTAL AGENCY**  
**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**General Fund- Revenue**

City Account Number	City Title
<b>600-0000-300.00-00</b>	<b>Beginning Balance</b>
County Account Number	County Title
<b>600.60.6000.400.000</b>	<b>BEGINNING FUND BALANCE</b>
FY14 Actual:	\$93,154.
FY15 Actual:	\$180,966.
FY16 Actual:	\$231,823.
FY17 Budgeted:	\$152,496.
FY17 Projected:	\$157,296.
FY18 Proposed:	\$143,160.
<b>FY18 Approved:</b>	<b>\$143,160.</b>
FY18 Adopted:	
Budget Notes:	
Projected Ending Balance for FY17	

**QUALITY LIVE INTERGOVERNMENTAL AGENCY**  
**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**General Fund- Revenue**

City Account Number	City Title
<b>600-0000-344.10-00</b>	<b>Utility Service Charges</b>
County Account Number	County Title
<b>600.60.6000.414.500</b>	<b>UTILITY SERVICE CHARGES</b>
FY14 Actual:	\$575,730.
FY15 Actual:	\$622,155.
FY16 Actual:	\$648,860.
FY17 Budgeted:	\$676,380.
FY17 Projected:	\$642,747.
FY18 Proposed:	\$658,347.
<b>FY18 Approved:</b>	<b>\$658,347.</b>
FY18 Adopted:	
Budget Notes:	
Based on projections	

**QUALITY LIVE INTERGOVERNMENTAL AGENCY**  
**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**General Fund- Revenue**

City Account Number	City Title
<b>600-0000-344.20-00</b>	<b>Connect Charges</b>
County Account Number	County Title
<b>600.60.6000.414.501</b>	<b>CONNECT CHARGES</b>
FY14 Actual:	\$3,600.
FY15 Actual:	\$3,150.
FY16 Actual:	\$4,200.
FY17 Budgeted:	\$1,000.
FY17 Projected:	\$2,667.
FY18 Proposed:	\$1,000.
<b>FY18 Approved:</b>	<b>\$1,000.</b>
FY18 Adopted:	

Budget Notes:

Estimated at just over 2 service added; Estimated connection fees are \$6,450; \$450 flro Turn up fee, \$1,000 for Electronic Switch and \$5,000 for service line

**QUALITY LIVE INTERGOVERNMENTAL AGENCY**  
**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**General Fund- Revenue**

City Account Number	City Title
<b>600-0000-361.00-00</b>	<b>Interest Revenues</b>

County Account Number	County Title
<b>600.60.6000.417.104</b>	<b>INTEREST EARNED</b>

FY14 Actual:	\$568.
FY15 Actual:	\$1,505.
FY16 Actual:	\$4,950.
FY17 Budgeted:	\$3,600.
FY17 Projected:	\$9,862.
FY18 Proposed:	\$3,600.
<b>FY18 Approved:</b>	<b>\$3,600.</b>

FY18 Adopted:

Budget Notes:

Estimate based on principal

**QUALITY LIVE INTERGOVERNMENTAL AGENCY**  
**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**General Fund- Revenue**

City Account Number	City Title
<b>600-0000-369.00-00</b>	<b>Other Misc Revenues</b>

County Account Number	County Title
<b>600.60.6000.421.241</b>	<b>MISC RECEIPTS</b>

FY14 Actual:	\$134.
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FY15 Actual:	\$5,637.
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FY16 Actual:	\$3,933.
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FY17 Budgeted:	\$200.
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FY17 Projected:	\$144.
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FY18 Proposed:	\$200.
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<b>FY18 Approved:</b>	<b>\$200.</b>
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FY18 Adopted:	
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Budget Notes:

As title implies. Not known

**QUALITY LIVE INTERGOVERNMENTAL AGENCY**  
**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**General Fund- Revenue**

City Account Number	City Title
<b>600-0000-369.20-00</b>	<b>E-Rate Reimbursements</b>
County Account Number	County Title
<b>600.60.6000.422.132</b>	<b>E-RATE REIMBURSEMENTS</b>
FY14 Actual:	\$36,936.
FY15 Actual:	\$13,075.
FY16 Actual:	\$41,290.
FY17 Budgeted:	\$50,000.
FY17 Projected:	\$50,000.
FY18 Proposed:	\$50,000.
<b>FY18 Approved:</b>	<b>\$50,000.</b>

FY18 Adopted:

Budget Notes:

The Region 9 Education Service District (ESD) and School District # 21 receive a reimbursement for about 80% of their telecommunications costs. This annual reimbursement is given to the service provider. We then send a check of equal amount to the education agencies. Basically, this is a pass-through.



**QUALITY LIVE INTERGOVERNMENTAL AGENCY**  
**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**General Fund- Materials & Services**

City Account Number	City Title
<b>600-6000-000.31-10</b>	<b>Administrative Services</b>

County Account Number	County Title
<b>600.60.6000.52398</b>	<b>ADMINISTRATIVE COST</b>

FY14 Actual:	\$15,909.
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FY15 Actual:	\$24,643.
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FY16 Actual:	\$31,793.
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FY17 Budgeted:	\$54,000.
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FY17 Projected:	\$40,894.
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FY18 Proposed:	\$54,000.
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<b>FY18 Approved:</b>	<b>\$54,000.</b>
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FY18 Adopted:	
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Budget Notes:

Compensation to County for Administrative support

**QUALITY LIVE INTERGOVERNMENTAL AGENCY**  
**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**General Fund- Materials & Services**

City Account Number	City Title
<b>600-6000-000.31-11</b>	<b>Financial Contract Services</b>

County Account Number	County Title
<b>600.60.6000.52398</b>	<b>ADMINISTRATIVE COST</b>

FY14 Actual:	\$ .
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FY15 Actual:	\$ .
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FY16 Actual:	\$ .
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FY17 Budgeted:	\$7,200.
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FY17 Projected:	\$ .
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FY18 Proposed:	\$ .
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<b>FY18 Approved:</b>	<b>\$ .</b>
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FY18 Adopted:

Budget Notes:

Included in Administrative Services

**QUALITY LIVE INTERGOVERNMENTAL AGENCY**

**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**General Fund- Materials & Services**

City Account Number	City Title
<b>600-6000-000.31-15</b>	<b>Contractual Svc - County</b>

County Account Number	County Title
<b>600.60.6000.52398</b>	<b>ADMINISTRATIVE COST</b>

FY14 Actual:	\$ .
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FY15 Actual:	\$4,470.
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FY16 Actual:	\$ .
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FY17 Budgeted:	\$5,000.
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FY17 Projected:	\$2,120.
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FY18 Proposed:	\$ .
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<b>FY18 Approved:</b>	<b>\$ .</b>
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FY18 Adopted:

Budget Notes:

Included in Administrative Services

**QUALITY LIVE INTERGOVERNMENTAL AGENCY**  
**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**General Fund- Materials & Services**

City Account Number      City Title

**600-6000-000.31-20      Outside Plant Maint**

County Account Number      County Title

**600.60.6000.52808      OUTSIDE PLANT MAINTENANCE**

FY14 Actual:      \$16,816.

FY15 Actual:      \$14,733.

FY16 Actual:      \$7,226.

FY17 Budgeted:      \$43,000.

FY17 Projected:      \$ .

FY18 Proposed:      \$43,000.

**FY18 Approved:      \$43,000.**

FY18 Adopted:

Budget Notes:

Repair of the fiber optic lines. Placing fiber on poles and repairing breaks. If new work or reimbursable by others it is in the capital fund

**QUALITY LIVE INTERGOVERNMENTAL AGENCY**  
**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**General Fund- Materials & Services**

City Account Number	City Title
<b>600-6000-000.31-90</b>	<b>Other Services</b>
County Account Number	County Title
<b>600.60.6000.52409</b>	<b>CONTR SRVCS - OTHER</b>
FY14 Actual:	\$ .
FY15 Actual:	\$6,887.
FY16 Actual:	\$12,278.
FY17 Budgeted:	\$3,000.
FY17 Projected:	\$2,643.
FY18 Proposed:	\$3,000.
<b>FY18 Approved:</b>	<b>\$3,000.</b>
FY18 Adopted:	
Budget Notes:	
Tree trimming to clear hazzard lines	

**QUALITY LIVE INTERGOVERNMENTAL AGENCY**  
**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**General Fund- Materials & Services**

City Account Number      City Title

**600-6000-000.32-10      Audit**

County Account Number      County Title

**600.60.6000.52412      CONTR SRVCS - AUDIT CONTRACT**

FY14 Actual:      \$6,350.

FY15 Actual:      \$5,500.

FY16 Actual:      \$4,750.

FY17 Budgeted:      \$7,050.

FY17 Projected:      \$4,600.

FY18 Proposed:      \$7,050.

**FY18 Approved:      \$7,050.**

FY18 Adopted:

Budget Notes:

Expected audit fees

**QUALITY LIVE INTERGOVERNMENTAL AGENCY**  
**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**General Fund- Materials & Services**

City Account Number      City Title

**600-6000-000.32-20      Legal Services**

County Account Number      County Title

**600.60.6000.52406      CONTR SRVCS - LEGAL CONUNSEL CONTR**

FY14 Actual:      \$4,110.

FY15 Actual:      \$4,630.

FY16 Actual:      \$12,480.

FY17 Budgeted:      \$9,000.

FY17 Projected:      \$4,592.

FY18 Proposed:      \$9,000.

**FY18 Approved:      \$9,000.**

FY18 Adopted:

Budget Notes:

Keep the budget the same

**QUALITY LIVE INTERGOVERNMENTAL AGENCY**  
**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**General Fund- Materials & Services**

City Account Number	City Title
<b>600-6000-000.34-10</b>	<b>Engineering Services</b>
County Account Number	County Title
<b>600.60.6000.52477</b>	<b>CONTRACTED SVSC - ENGINEERING</b>
FY14 Actual:	\$17,577.
FY15 Actual:	\$17,356.
FY16 Actual:	\$35,210.
FY17 Budgeted:	\$22,400.
FY17 Projected:	\$47,276.
FY18 Proposed:	\$50,000.
<b>FY18 Approved:</b>	<b>\$50,000.</b>

FY18 Adopted:

Budget Notes:

Engineering exceeds the FY17 budget so increase as this seems to be prudent.



**QUALITY LIVE INTERGOVERNMENTAL AGENCY**  
**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**General Fund- Materials & Services**

City Account Number      City Title

**600-6000-000.34-30      Network System Management**

County Account Number      County Title

**600.60.6000.52479      CONTRACTED SVSC - NETWORK SYSTEM MGMT**

FY14 Actual:      \$61,126.

FY15 Actual:      \$60,847.

FY16 Actual:      \$71,845.

FY17 Budgeted:      \$68,000.

FY17 Projected:      \$68,000.

FY18 Proposed:      \$68,000.

**FY18 Approved:      \$68,000.**

FY18 Adopted:

Budget Notes:

\$2,000 per month for Basic Services + \$67/hour during regular business and \$140/hour outside normal hours. Historically, Basicic Service \$24,000 + Additional Services \$27,000 + Preventative Maintenance \$17,000 + Spice case documentation \$5,000 = \$68,000

**QUALITY LIVE INTERGOVERNMENTAL AGENCY**

**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**General Fund- Materials & Services**

City Account Number	City Title
<b>600-6000-000.34-50</b>	<b>Special Studies/Reports</b>

County Account Number	County Title
<b>600.60.6000.52401</b>	<b>CONTRACTED SERVICES</b>

FY14 Actual:	\$ .
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FY15 Actual:	\$ .
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FY16 Actual:	\$ .
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FY17 Budgeted:	\$ .
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FY17 Projected:	\$ .
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FY18 Proposed:	\$ .
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<b>FY18 Approved:</b>	<b>\$ .</b>
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FY18 Adopted:	
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Budget Notes:	
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**QUALITY LIVE INTERGOVERNMENTAL AGENCY**  
**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**General Fund- Materials & Services**

City Account Number	City Title
<b>600-6000-000.41-40</b>	<b>Electricity</b>
County Account Number	County Title
<b>600.60.6000.52882</b>	<b>UTILITIES - ELECTRICITY</b>
FY14 Actual:	\$532.
FY15 Actual:	\$504.
FY16 Actual:	\$454.
FY17 Budgeted:	\$900.
FY17 Projected:	\$556.
FY18 Proposed:	\$700.
<b>FY18 Approved:</b>	<b>\$700.</b>
FY18 Adopted:	
Budget Notes:	
Based on trending	

**QUALITY LIVE INTERGOVERNMENTAL AGENCY**  
**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**General Fund- Materials & Services**

City Account Number	City Title
<b>600-6000-000.43-10</b>	<b>Buildings &amp; Grounds</b>
County Account Number	County Title
<b>600.60.6000.52801</b>	<b>BLDG REPAIR &amp; MAINT</b>
FY14 Actual:	\$ .
FY15 Actual:	\$ .
FY16 Actual:	\$247.
FY17 Budgeted:	\$1,600.
FY17 Projected:	\$ .
FY18 Proposed:	\$1,600.
<b>FY18 Approved:</b>	<b>\$1,600.</b>
FY18 Adopted:	
Budget Notes:	
Keep the budget the same	

**QUALITY LIVE INTERGOVERNMENTAL AGENCY**  
**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**General Fund- Materials & Services**

City Account Number      City Title

**600-6000-000.43-25      Network Equipment**

County Account Number      County Title

**600.60.6000.52502      NETWORK COMPONENTS**

FY14 Actual:      \$1,190.

FY15 Actual:      \$ .

FY16 Actual:      \$1,597.

FY17 Budgeted:      \$5,000.

FY17 Projected:      \$ .

FY18 Proposed:      \$5,000.

**FY18 Approved:      \$5,000.**

FY18 Adopted:

Budget Notes:

Keep the budget the same

**QUALITY LIVE INTERGOVERNMENTAL AGENCY**

**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**General Fund- Materials & Services**

City Account Number	City Title
<b>600-6000-000.43-87</b>	<b>Utilities Locates</b>

County Account Number	County Title
<b>600.60.6000.52401</b>	<b>CONTRACTED SERVICES</b>

FY14 Actual:	\$ .
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FY15 Actual:	\$ .
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FY16 Actual:	\$ .
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FY17 Budgeted:	\$ .
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FY17 Projected:	\$ .
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FY18 Proposed:	\$ .
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<b>FY18 Approved:</b>	<b>\$ .</b>
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FY18 Adopted:

Budget Notes:

Keep the budget the same

**QUALITY LIVE INTERGOVERNMENTAL AGENCY**  
**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**General Fund- Materials & Services**

City Account Number	City Title
<b>600-6000-000.44-10</b>	<b>Office Space Rental</b>

County Account Number	County Title
<b>600.60.6000.52120</b>	<b>RENT - OFFICE</b>

FY14 Actual:	\$7,752.
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FY15 Actual:	\$7,752.
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FY16 Actual:	\$7,752.
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FY17 Budgeted:	\$7,752.
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FY17 Projected:	\$7,752.
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FY18 Proposed:	\$7,752.
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<b>FY18 Approved:</b>	<b>\$7,752.</b>
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FY18 Adopted:

Budget Notes:

Rent of City Hall space. One room \$141/month; second room \$121/month; third addition \$176/month; covered storage at City PW facility \$209/month = \$646/month

**QUALITY LIVE INTERGOVERNMENTAL AGENCY**  
**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**General Fund- Materials & Services**

City Account Number	City Title
<b>600-6000-000.52-10</b>	<b>Liability Insurance</b>

County Account Number	County Title
<b>600.60.6000.52113</b>	<b>INSURANCE &amp; BONDS</b>

FY14 Actual:	\$5,665.
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FY15 Actual:	\$5,730.
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FY16 Actual:	\$7,317.
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FY17 Budgeted:	\$7,620.
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FY17 Projected:	\$20,312.
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FY18 Proposed:	\$14,500.
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<b>FY18 Approved:</b>	<b>\$14,500.</b>
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FY18 Adopted:

Budget Notes:

Cover higher insurance in FY18; Calendar year 2017 premium = \$14,260 (\$6,505 of which is property insurance); \$1,600 Pole Attachment Bond for PUD; Project for FY18 - Liability \$7,940; Property \$6,505; Pole Attachment Bond \$1,600; buffer for increases \$4,995



**QUALITY LIVE INTERGOVERNMENTAL AGENCY**  
**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**General Fund- Materials & Services**

City Account Number	City Title
<b>600-6000-000.52-20</b>	<b>Property Insurance</b>

County Account Number	County Title
<b>600.60.6000.52113</b>	<b>INSURANCE &amp; BONDS</b>

FY14 Actual:	\$ .
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FY15 Actual:	\$ .
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FY16 Actual:	\$ .
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FY17 Budgeted:	\$6,218.
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FY17 Projected:	\$ .
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FY18 Proposed:	\$6,500.
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<b>FY18 Approved:</b>	<b>\$6,500.</b>
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FY18 Adopted:

Budget Notes:

Separate from Liability Insurance in City Coding - same line in County coding

**QUALITY LIVE INTERGOVERNMENTAL AGENCY**  
**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**General Fund- Materials & Services**

City Account Number	City Title
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<b>600-6000-000.53-20</b>	<b>Postage</b>
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County Account Number	County Title
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<b>600.60.6000.52116</b>	<b>POSTAGE</b>
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FY14 Actual:	\$112.
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FY15 Actual:	\$113.
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FY16 Actual:	\$ .
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FY17 Budgeted:	\$200.
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FY17 Projected:	\$ .
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FY18 Proposed:	\$200.
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<b>FY18 Approved:</b>	<b>\$200.</b>
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FY18 Adopted:	
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Budget Notes:

Keep the budget the same

**QUALITY LIVE INTERGOVERNMENTAL AGENCY**  
**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**General Fund- Materials & Services**

City Account Number	City Title
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<b>600-6000-000.53-30</b>	<b>Telephone</b>
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County Account Number	County Title
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<b>600.60.6000.52122</b>	<b>TELEPHONE</b>
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FY14 Actual:	\$410.
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FY15 Actual:	\$376.
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FY16 Actual:	\$412.
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FY17 Budgeted:	\$420.
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FY17 Projected:	\$420.
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FY18 Proposed:	\$420.
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<b>FY18 Approved:</b>	<b>\$420.</b>
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FY18 Adopted:	
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Budget Notes:

Keep the budget the same

**QUALITY LIVE INTERGOVERNMENTAL AGENCY**  
**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**General Fund- Materials & Services**

City Account Number      City Title

**600-6000-000.53-40      Legal Notices**

County Account Number      County Title

**600.60.6000.52115      LEGAL NOTICES & PUBLISHING**

FY14 Actual:      \$240.

FY15 Actual:      \$116.

FY16 Actual:      \$296.

FY17 Budgeted:      \$400.

FY17 Projected:      \$ .

FY18 Proposed:      \$400.

**FY18 Approved:      \$400.**

FY18 Adopted:

Budget Notes:

Keep the budget the same

**QUALITY LIVE INTERGOVERNMENTAL AGENCY**  
**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**General Fund- Materials & Services**

City Account Number      City Title

**600-6000-000.54-00      Advertising**

County Account Number      County Title

**600.60.6000.52101      ADVERTISING & PROMOTIONS**

FY14 Actual:      \$1,055.

FY15 Actual:      \$529.

FY16 Actual:      \$500.

FY17 Budgeted:      \$1,500.

FY17 Projected:      \$667.

FY18 Proposed:      \$1,500.

**FY18 Approved:      \$1,500.**

FY18 Adopted:

Budget Notes:

Keep the budget the same

**QUALITY LIVE INTERGOVERNMENTAL AGENCY**  
**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**General Fund- Materials & Services**

City Account Number      City Title

**600-6000-000.57-10      Permits**

County Account Number      County Title

**600.60.6000.52350      TAXES/PERMITS/ASSESSMENTS**

FY14 Actual:      \$ .

FY15 Actual:      \$228.

FY16 Actual:      \$ .

FY17 Budgeted:      \$400.

FY17 Projected:      \$ .

FY18 Proposed:      \$400.

**FY18 Approved:      \$400.**

FY18 Adopted:

Budget Notes:

Keep the budget the same

**QUALITY LIVE INTERGOVERNMENTAL AGENCY**  
**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**General Fund- Materials & Services**

City Account Number      City Title

**600-6000-000.58-10      Travel, Food & Lodging**

County Account Number      County Title

**600.60.6000.52711      MEALS, LODGING & REGISTRATION**

FY14 Actual:      \$1,031.

FY15 Actual:      \$1,254.

FY16 Actual:      \$1,973.

FY17 Budgeted:      \$2,000.

FY17 Projected:      \$438.

FY18 Proposed:      \$2,000.

**FY18 Approved:      \$2,000.**

FY18 Adopted:

Budget Notes:

Keep the budget the same

**QUALITY LIVE INTERGOVERNMENTAL AGENCY**  
**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**General Fund- Materials & Services**

City Account Number	City Title
<b>600-6000-000.58-50</b>	<b>Trainings &amp; Conferences</b>
County Account Number	County Title
<b>600.60.6000.52701</b>	<b>TRAINING &amp; EDUCATION</b>
FY14 Actual:	\$ .
FY15 Actual:	\$130.
FY16 Actual:	\$195.
FY17 Budgeted:	\$700.
FY17 Projected:	\$433.
FY18 Proposed:	\$700.
<b>FY18 Approved:</b>	<b>\$700.</b>
FY18 Adopted:	
Budget Notes:	
Keep the budget the same	



**QUALITY LIVE INTERGOVERNMENTAL AGENCY**  
**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**General Fund- Materials & Services**

City Account Number	City Title
<b>600-6000-000.58-70</b>	<b>Memberships/Dues/Subs</b>

County Account Number	County Title
<b>600.60.6000.52111</b>	<b>DUES &amp; SUBSCRIPTIONS</b>

FY14 Actual:	\$25.
FY15 Actual:	\$255.
FY16 Actual:	\$1,433.
FY17 Budgeted:	\$875.
FY17 Projected:	\$1,290.
FY18 Proposed:	\$1,300.
<b>FY18 Approved:</b>	<b>\$1,300.</b>

FY18 Adopted:

Budget Notes:

Base on FY17 Actual; Special Districts Association of Oregon & Oregon Joint Use Association

**QUALITY LIVE INTERGOVERNMENTAL AGENCY**  
**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**General Fund- Materials & Services**

City Account Number	City Title
<b>600-6000-000.60-10</b>	<b>Office Supplies</b>
County Account Number	County Title
<b>600.60.6000.52910</b>	<b>SUPPLIES - OFFICE</b>
FY14 Actual:	\$ .
FY15 Actual:	\$72.
FY16 Actual:	\$295.
FY17 Budgeted:	\$100.
FY17 Projected:	\$170.
FY18 Proposed:	\$135.
<b>FY18 Approved:</b>	<b>\$135.</b>
FY18 Adopted:	
Budget Notes:	
Based on trending	

**QUALITY LIVE INTERGOVERNMENTAL AGENCY**  
**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**General Fund- Materials & Services**

City Account Number	City Title
<b>600-6000-000.63-80</b>	<b>Scholarships</b>

County Account Number	County Title
<b>600.60.6000.52151</b>	<b>SCHOLARSHIP</b>

FY14 Actual:	\$2,000.
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FY15 Actual:	\$2,000.
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FY16 Actual:	\$2,000.
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FY17 Budgeted:	\$2,000.
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FY17 Projected:	\$2,000.
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FY18 Proposed:	\$2,000.
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<b>FY18 Approved:</b>	<b>\$2,000.</b>
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FY18 Adopted:	
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Budget Notes:

Keep the budget the same

**QUALITY LIVE INTERGOVERNMENTAL AGENCY**  
**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**General Fund- Materials & Services**

City Account Number	City Title
<b>600-6000-000.63-90</b>	<b>Robotics Grant</b>

County Account Number	County Title
<b>600.60.6000.52148</b>	<b>GENERAL GRANTS</b>

FY14 Actual:	\$2,000.
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FY15 Actual:	\$2,000.
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FY16 Actual:	\$2,000.
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FY17 Budgeted:	\$2,000.
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FY17 Projected:	\$2,000.
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FY18 Proposed:	\$2,000.
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<b>FY18 Approved:</b>	<b>\$2,000.</b>
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FY18 Adopted:	
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Budget Notes:

Keep the budget the same

**QUALITY LIVE INTERGOVERNMENTAL AGENCY**  
**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**General Fund- Materials & Services**

City Account Number	City Title
<b>600-6000-000.69-50</b>	<b>Misc Expenses</b>
County Account Number	County Title
<b>600.60.6000.52370</b>	<b>MISC EXPENDITURES</b>
FY14 Actual:	\$460.
FY15 Actual:	\$3,889.
FY16 Actual:	\$674.
FY17 Budgeted:	\$650.
FY17 Projected:	\$120.
FY18 Proposed:	\$650.
<b>FY18 Approved:</b>	<b>\$650.</b>
FY18 Adopted:	
Budget Notes:	
Keep the budget the same	

**QUALITY LIVE INTERGOVERNMENTAL AGENCY**  
**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**General Fund- Materials & Services**

City Account Number	City Title
<b>600-6000-000.69-60</b>	<b>Pole Connection Fees</b>
County Account Number	County Title
<b>600.60.6000.52480</b>	<b>POLE CONNECTION FEES</b>
FY14 Actual:	\$8,653.
FY15 Actual:	\$10,335.
FY16 Actual:	\$8,447.
FY17 Budgeted:	\$10,500.
FY17 Projected:	\$10,500.
FY18 Proposed:	\$10,500.
<b>FY18 Approved:</b>	<b>\$10,500.</b>
FY18 Adopted:	
Budget Notes:	
Keep the budget the same	

**QUALITY LIVE INTERGOVERNMENTAL AGENCY**  
**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**General Fund- Materials & Services**

City Account Number	City Title
<b>600-6000-000.69-70</b>	<b>Right of Way Fees</b>
County Account Number	County Title
<b>600.60.6000.52481</b>	<b>RIGHT OF WAY FEES</b>
FY14 Actual:	\$17,272.
FY15 Actual:	\$18,645.
FY16 Actual:	\$19,466.
FY17 Budgeted:	\$20,300.
FY17 Projected:	\$19,282.
FY18 Proposed:	\$19,750.
<b>FY18 Approved:</b>	<b>\$19,750.</b>
FY18 Adopted:	
Budget Notes:	
Fee of 3% of customer revenues	

**QUALITY LIVE INTERGOVERNMENTAL AGENCY**

**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**General Fund- Materials & Services**

City Account Number      City Title

**600-6000-000.69-80      Assets < \$5000**

County Account Number      County Title

**600.60.6000.52601      EQUIPMENT - NON CAPITAL**

FY14 Actual:      \$ .

FY15 Actual:      \$ .

FY16 Actual:

FY17 Budgeted:      \$ .

FY17 Projected:      \$ .

FY18 Proposed:      \$ .

**FY18 Approved:      \$ .**

FY18 Adopted:

Budget Notes:

Keep the budget the same



**QUALITY LIVE INTERGOVERNMENTAL AGENCY**  
**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**General Fund- Capital Outlay**

City Account Number	City Title
<b>600-6000-000.74-20</b>	<b>Telcom Equipment</b>
County Account Number	County Title
<b>600.60.6000.53301</b>	<b>EQUIPMENT - CAPITAL</b>
FY14 Actual:	\$ .
FY15 Actual:	\$5,692.
FY16 Actual:	\$1,688.
FY17 Budgeted:	\$20,000.
FY17 Projected:	\$ .
FY18 Proposed:	\$20,000.
<b>FY18 Approved:</b>	<b>\$20,000.</b>
FY18 Adopted:	

Budget Notes:

Item #3 of the agencies Financial Priorities Policy is to reserve \$20,000 for expansion and replacement of the electronics of the system.

**QUALITY LIVE INTERGOVERNMENTAL AGENCY**  
**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**General Fund- Transfer**

City Account Number	City Title
<b>600-9500-000.81-91</b>	<b>Qlife Capital Fund</b>
County Account Number	County Title
<b>600.60.6000.55601</b>	<b>TRANSFER TO QLIFE CAPITAL</b>
FY14 Actual:	\$321,933.
FY15 Actual:	\$382,905.
FY16 Actual:	\$504,140.
FY17 Budgeted:	\$433,491.
FY17 Projected:	\$433,491.
FY18 Proposed:	\$392,898.
<b>FY18 Approved:</b>	<b>\$392,898.</b>
FY18 Adopted:	
Budget Notes:	
Transfer \$32,741.50/mth to Qlife Capital fund	

**QUALITY LIVE INTERGOVERNMENTAL AGENCY**  
**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**General Fund- Pass-Through**

City Account Number	City Title
<b>600-9500-000.83-10</b>	<b>ESD E-Rate Transfers</b>
County Account Number	County Title
<b>600.60.6000.52399</b>	<b>ESD E-RATE PASS THROUGH</b>
FY14 Actual:	\$36,936.
FY15 Actual:	\$13,075.
FY16 Actual:	\$41,290.
FY17 Budgeted:	\$50,000.
FY17 Projected:	\$50,000.
FY18 Proposed:	\$50,000.
<b>FY18 Approved:</b>	<b>\$50,000.</b>

FY18 Adopted:

Budget Notes:

The Region 9 Education Service District (ESD) and School District # 21 receive a reimbursement for about 80% of their telecommunications costs. This annual reimbursement is given to the service provider. We then send a check of equal amount to the education agencies. Basically, this is a pass-through.

**QUALITY LIVE INTERGOVERNMENTAL AGENCY**  
**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**General Fund- Contingency**

City Account Number	City Title
<b>600-9500-000.88-00</b>	<b>Contingency</b>
County Account Number	County Title
<b>600.60.6000.57600</b>	<b>CONTINGENCY</b>
FY14 Actual:	\$ .
FY15 Actual:	\$ .
FY16 Actual:	\$ .
FY17 Budgeted:	\$28,400.
FY17 Projected:	\$ .
FY18 Proposed:	\$29,700.
<b>FY18 Approved:</b>	<b>\$29,700.</b>

FY18 Adopted:

Budget Notes:

The target is 10% of the monthly expenses, this is just slightly less - 9.5%

**QUALITY LIVE INTERGOVERNMENTAL AGENCY**  
**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**General Fund- Unappropriated**

City Account Number	City Title
<b>Unappropriated</b>	<b>Unappropriated</b>
County Account Number	County Title
<b>600.60.6000.59000</b>	<b>UNAPPROPRIATED</b>
FY14 Actual:	\$ .
FY15 Actual:	\$ .
FY16 Actual:	\$ .
FY17 Budgeted:	\$62,000.
FY17 Projected:	\$59,406.
FY18 Proposed:	\$51,652.
<b>FY18 Approved:</b>	<b>\$51,652.</b>
FY18 Adopted:	

Budget Notes:

The target is 3 months average spending. That would be \$78,014. The average is \$26,005 per month so this amount is about 2 months.

**QUALITY LIVE INTERGOVERNMENTAL AGENCY**  
**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**Capital Fund- Revenue**

City Account Number	City Title
<b>601-0000-300.00-00</b>	<b>Beginning Balance</b>
County Account Number	County Title
<b>601.60.6000.400.000</b>	<b>BEGINNING FUND BALANCE</b>
FY14 Actual:	\$141,124.
FY15 Actual:	\$183,319.
FY16 Actual:	\$377,826.
FY17 Budgeted:	\$861,965.
FY17 Projected:	\$870,111.
FY18 Proposed:	\$1,229,902.
<b>FY18 Approved:</b>	<b>\$1,229,902.</b>
FY18 Adopted:	
Budget Notes:	
Projected Ending Balance for FY17	

**QUALITY LIVE INTERGOVERNMENTAL AGENCY**  
**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**Capital Fund- Revenue**

City Account Number	City Title
<b>601-0000-344.20-00</b>	<b>Connect Charges</b>
County Account Number	County Title
<b>601.60.6000.414.501</b>	<b>CONNECT CHARGES</b>
FY14 Actual:	\$19,415.
FY15 Actual:	\$17,607.
FY16 Actual:	\$13,569.
FY17 Budgeted:	\$30,000.
FY17 Projected:	\$10,900.
FY18 Proposed:	\$19,000.
<b>FY18 Approved:</b>	<b>\$19,000.</b>
FY18 Adopted:	

Budget Notes:

Based on trending - should be \$6,000 per new customer. This amount is just slightly about 3 new customers

**QUALITY LIVE INTERGOVERNMENTAL AGENCY**  
**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**Capital Fund- Revenue**

City Account Number	City Title
<b>601-0000-361.00-00</b>	<b>Interest Revenue</b>

County Account Number	County Title
<b>601.60.6000.417.104</b>	<b>INTEREST EARNED</b>

FY14 Actual:	\$ .
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FY15 Actual:	\$ .
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FY16 Actual:	\$ .
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FY17 Budgeted:	\$ .
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FY17 Projected:	\$834.
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FY18 Proposed:	\$1,072.
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<b>FY18 Approved:</b>	<b>\$1,072.</b>
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FY18 Adopted:	
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Budget Notes:

Estimate based on principal



**QUALITY LIVE INTERGOVERNMENTAL AGENCY**  
**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**Capital Fund- Revenue**

City Account Number	City Title
<b>601-0000-369.00-00</b>	<b>Other Misc Revenues</b>

County Account Number	County Title
<b>601.60.6000.421.241</b>	<b>MISC RECEIPTS</b>

FY14 Actual:	\$ .
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FY15 Actual:	\$ .
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FY16 Actual:	\$ .
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FY17 Budgeted:	\$ .
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FY17 Projected:	\$ .
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FY18 Proposed:	\$ .
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<b>FY18 Approved:</b>	<b>\$ .</b>
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FY18 Adopted:

Budget Notes:

As title implies. Not known

**QUALITY LIVE INTERGOVERNMENTAL AGENCY**  
**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**Capital Fund- Revenue**

City Account Number	City Title
<b>601-0000-391.90-01</b>	<b>Qlife Operating Fund</b>
County Account Number	County Title
<b>601.60.6000.450.600</b>	<b>TRANSFER FROM QLIFE OPERATING FUND</b>
FY14 Actual:	\$321,933.
FY15 Actual:	\$382,905.
FY16 Actual:	\$504,140.
FY17 Budgeted:	\$433,491.
FY17 Projected:	\$433,491.
FY18 Proposed:	\$392,898.
<b>FY18 Approved:</b>	<b>\$392,898.</b>
FY18 Adopted:	
Budget Notes:	
Transfer \$32,741.50/mth to Qlife Capital fund	

**QUALITY LIVE INTERGOVERNMENTAL AGENCY**  
**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**Capital Fund- Revenue**

City Account Number      City Title

**601-0000-391.90-02      Qlife Maupin Fund**

County Account Number      County Title

**601.60.6000.450.602      TRANSFER FROM QLIFE MAUPIN FUND**

FY14 Actual:      \$ .

FY15 Actual:      \$ .

FY16 Actual:      \$ .

FY17 Budgeted:      \$ .

FY17 Projected:      \$ .

FY18 Proposed:      \$10,000.

**FY18 Approved:      \$10,000.**

FY18 Adopted:

Budget Notes:

Annual repayment from franchise fees

**QUALITY LIVE INTERGOVERNMENTAL AGENCY**  
**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**Capital Fund- Revenue**

City Account Number	City Title
<b>601-0000-393.10-00</b>	<b>Loan/Bond Proceeds</b>

County Account Number	County Title
<b>601.60.6000.490.490</b>	<b>LOAN PROCEEDS</b>

FY14 Actual:	\$ .
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FY15 Actual:	\$ .
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FY16 Actual:	\$ .
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FY17 Budgeted:	\$ .
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FY17 Projected:	\$ .
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FY18 Proposed:	\$ .
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<b>FY18 Approved:</b>	<b>\$ .</b>
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FY18 Adopted:	
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Budget Notes:	
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NA	
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**QUALITY LIVE INTERGOVERNMENTAL AGENCY**  
**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**Capital Fund- Materials & Services**

City Account Number	City Title
<b>601-6000-000.34-10</b>	<b>Engineering Services</b>
County Account Number	County Title
<b>601.60.6000.52477</b>	<b>CONTRACTED SVSC - ENGINEERING</b>
FY14 Actual:	\$904.
FY15 Actual:	\$4,735.
FY16 Actual:	\$1,085.
FY17 Budgeted:	\$11,000.
FY17 Projected:	\$11,000.
FY18 Proposed:	\$11,000.
<b>FY18 Approved:</b>	<b>\$11,000.</b>
FY18 Adopted:	

Budget Notes:

For service line extensions. Engineering for capital projects should be in the same line item as the project.

**QUALITY LIVE INTERGOVERNMENTAL AGENCY**  
**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**Capital Fund- Materials & Services**

City Account Number      City Title

**601-6000-000.34-70      Customer Connections**

County Account Number      County Title

**601.60.6000.52478      CONTRACTED SVSC - CUSTOMER CONNECTIONS**

FY14 Actual:      \$ .

FY15 Actual:      \$1,016.

FY16 Actual:      \$1,354.

FY17 Budgeted:      \$4,000.

FY17 Projected:      \$ .

FY18 Proposed:      \$4,000.

**FY18 Approved:      \$4,000.**

FY18 Adopted:

Budget Notes:

For customer connection costs to existing lines not requiring system extensions to be added that would be capitalized. If capital, use Capital Outlay Secondary Line Extension

**QUALITY LIVE INTERGOVERNMENTAL AGENCY**  
**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**Capital Fund- Materials & Services**

City Account Number      City Title

**601-6000-000.43-86      Lines, Maint & Supplies**

County Account Number      County Title

**601.60.6000.52651      EQUIPMENT - REPAIR & MAINTENANCE**

FY14 Actual:      \$15,722.

FY15 Actual:      \$913.

FY16 Actual:      \$ .

FY17 Budgeted:      \$8,000.

FY17 Projected:      \$15,125.

FY18 Proposed:      \$16,000.

**FY18 Approved:      \$16,000.**

FY18 Adopted:

Budget Notes:

Purchase of surplus fiber for repairs and special projects

**QUALITY LIVE INTERGOVERNMENTAL AGENCY**  
**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**Capital Fund- Capital Outlay**

City Account Number	City Title
<b>601-6000-000.72-20</b>	<b>Buildings</b>

County Account Number	County Title
<b>601.60.6000.53101</b>	<b>BUILDINGS</b>

FY14 Actual:	\$ .
FY15 Actual:	\$ .
FY16 Actual:	\$ .
FY17 Budgeted:	\$232,000.
FY17 Projected:	\$ .
FY18 Proposed:	\$232,000.
<b>FY18 Approved:</b>	<b>\$232,000.</b>

FY18 Adopted:

Budget Notes:

Keep the budget the same



**QUALITY LIVE INTERGOVERNMENTAL AGENCY**  
**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**Capital Fund- Capital Outlay**

City Account Number	City Title
<b>601-6000-000.74-20</b>	<b>Telcom Equipment</b>
County Account Number	County Title
<b>601.60.6000.53301</b>	<b>EQUIPMENT - CAPITAL</b>
FY14 Actual:	\$14,360.
FY15 Actual:	\$ .
FY16 Actual:	\$ .
FY17 Budgeted:	\$ .
FY17 Projected:	\$302.
FY18 Proposed:	\$ .
<b>FY18 Approved:</b>	<b>\$ .</b>
FY18 Adopted:	
Budget Notes:	
Keep the budget the same	

**QUALITY LIVE INTERGOVERNMENTAL AGENCY**  
**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**Capital Fund- Capital Outlay**

City Account Number	City Title
<b>601-6000-000.76-10</b>	<b>Primary (System Maint)</b>

County Account Number	County Title
<b>601.60.6000.53313</b>	<b>PRIMARY SYSTEM</b>

FY14 Actual:	\$1,516.
FY15 Actual:	\$7,149.
FY16 Actual:	\$2,263.
FY17 Budgeted:	\$196,000.
FY17 Projected:	\$59,007.
FY18 Proposed:	\$196,000.
<b>FY18 Approved:</b>	<b>\$196,000.</b>

FY18 Adopted:

Budget Notes:

Keep the budget the same; Downtown metro loop

**QUALITY LIVE INTERGOVERNMENTAL AGENCY**  
**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**Capital Fund- Capital Outlay**

City Account Number	City Title
<b>601-6000-000.76-20</b>	<b>Secondary (Line Extension</b>
County Account Number	County Title
<b>601.60.6000.53314</b>	<b>SECONDARY LINE EXTENSION</b>
FY14 Actual:	\$35,038.
FY15 Actual:	\$62,527.
FY16 Actual:	\$20,722.
FY17 Budgeted:	\$70,000.
FY17 Projected:	\$ .
FY18 Proposed:	\$70,000.
<b>FY18 Approved:</b>	<b>\$70,000.</b>

FY18 Adopted:

Budget Notes:

New connects that require a line extension will add value to system and need to be capitalized.

**QUALITY LIVE INTERGOVERNMENTAL AGENCY**  
**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**Capital Fund- Capital Outlay**

City Account Number	City Title
<b>601-6000-000.76-30</b>	<b>Pole Make Ready Costs</b>

County Account Number	County Title
<b>601.60.6000.53315</b>	<b>POLE MAKE READY</b>

FY14 Actual:	\$2,809.
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FY15 Actual:	\$ .
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FY16 Actual:	\$ .
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FY17 Budgeted:	\$5,000.
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FY17 Projected:	\$ .
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FY18 Proposed:	\$5,000.
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<b>FY18 Approved:</b>	<b>\$5,000.</b>
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FY18 Adopted:	
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Budget Notes:

What the PUD requires.

**QUALITY LIVE INTERGOVERNMENTAL AGENCY**  
**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**Capital Fund- Debt Service**

City Account Number	City Title
<b>601-6000-000.79-50</b>	<b>Loan Principal Payments</b>

County Account Number	County Title
<b>601.60.6000.54306</b>	<b>PRINCIPAL PAYMENT</b>

FY14 Actual:	\$215,597.
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FY15 Actual:	\$128,957.
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FY16 Actual:	\$ .
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FY17 Budgeted:	\$ .
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FY17 Projected:	\$ .
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FY18 Proposed:	\$ .
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<b>FY18 Approved:</b>	<b>\$ .</b>
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FY18 Adopted:	
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Budget Notes:	
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NA	
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**QUALITY LIVE INTERGOVERNMENTAL AGENCY**  
**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**Capital Fund- Debt Service**

City Account Number	City Title
<b>601-6000-000.79-60</b>	<b>Interest Payments</b>

County Account Number	County Title
<b>601.60.6000.54307</b>	<b>INTEREST</b>

FY14 Actual:	\$13,206.
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FY15 Actual:	\$706.
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FY16 Actual:	\$ .
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FY17 Budgeted:	\$ .
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FY17 Projected:	\$ .
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FY18 Proposed:	\$ .
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<b>FY18 Approved:</b>	<b>\$ .</b>
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FY18 Adopted:	
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Budget Notes:	
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NA	
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**QUALITY LIVE INTERGOVERNMENTAL AGENCY**  
**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**Capital Fund- Transfer**

City Account Number	City Title
<b>601-xxxx</b>	<b>Transfer/Loan to Maupin fund</b>

County Account Number	County Title
<b>601.60.6000.55602</b>	<b>TRANSFER TO QLIFE MAUPIN</b>

FY14 Actual:	\$ .
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FY15 Actual:	\$ .
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FY16 Actual:	\$ .
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FY17 Budgeted:	\$ .
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FY17 Projected:	\$ .
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FY18 Proposed:	\$635,400.
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<b>FY18 Approved:</b>	<b>\$200,000.</b>
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FY18 Adopted:

Budget Notes:

Loan to Maupin 602 to cover project. Included \$103K due to projected negative fund balance in Maupin Fund, but actually did a transfer for \$156K in FY17 as was part of the approved budget that never found its way to the Adopted budget in FY17. This was

**QUALITY LIVE INTERGOVERNMENTAL AGENCY**  
**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**Capital Fund- Distribution**

City Account Number	City Title
<b>601-9500-000.80-20</b>	<b>Distribution to Sponsors</b>
County Account Number	County Title
<b>601.60.6000.56001</b>	<b>DISTRIBUTION TO SPONSORS</b>
FY14 Actual:	\$ .
FY15 Actual:	\$ .
FY16 Actual:	\$ .
FY17 Budgeted:	\$159,456.
FY17 Projected:	\$ .
FY18 Proposed:	\$ .
<b>FY18 Approved:</b>	<b>\$ .</b>
FY18 Adopted:	
Budget Notes:	
No planned distribution in FY18	



**QUALITY LIVE INTERGOVERNMENTAL AGENCY**  
**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**Capital Fund- Reserve**

City Account Number      City Title

**601-9500-000.84-15      Reserve for Sys Imprvments**

County Account Number      County Title

**601.60.6000.58001      RESERVE FOR SYSTEM IMPROVEMENTS**

FY14 Actual:      \$ .

FY15 Actual:      \$ .

FY16 Actual:      \$ .

FY17 Budgeted:      \$540,000.

FY17 Projected:      \$ .

FY18 Proposed:      \$464,600.

**FY18 Approved:      \$464,600.**

FY18 Adopted:

Budget Notes:

Board Priority #9: Create a reserve for future expansion, modernization or replacement of systems.

**QUALITY LIVE INTERGOVERNMENTAL AGENCY**  
**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**Capital Fund- Reserve**

City Account Number	City Title
<b>601-9500-000.84-20</b>	<b>Reserve for Co Expansion</b>

County Account Number	County Title
<b>601.60.6000.58002</b>	<b>RESERVE FOR EXPANSION</b>

FY14 Actual:	\$ .
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FY15 Actual:	\$ .
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FY16 Actual:	\$ .
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FY17 Budgeted:	\$ .
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FY17 Projected:	\$ .
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FY18 Proposed:	\$ .
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<b>FY18 Approved:</b>	<b>\$ .</b>
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FY18 Adopted:

Budget Notes:

No planned reserve in FY18

**QUALITY LIVE INTERGOVERNMENTAL AGENCY**  
**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**Capital Fund- Reserve**

City Account Number	City Title
<b>601-9500-000.84-30</b>	<b>Reserve for Debt Retirement</b>
County Account Number	County Title
<b>601.60.6000.58003</b>	<b>RESERVE FOR DEBT RETIREMENT</b>
FY14 Actual:	\$ .
FY15 Actual:	\$ .
FY16 Actual:	\$ .
FY17 Budgeted:	\$ .
FY17 Projected:	\$ .
FY18 Proposed:	\$ .
<b>FY18 Approved:</b>	<b>\$ .</b>
FY18 Adopted:	
Budget Notes:	
No planned reserve in FY18	

**QUALITY LIVE INTERGOVERNMENTAL AGENCY**  
**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**Capital Fund- Contingency**

City Account Number	City Title
<b>601-9500-000.88-00</b>	<b>Contingency</b>
County Account Number	County Title
<b>601.60.6000.57601</b>	<b>CONTINGENCY</b>
FY14 Actual:	\$ .
FY15 Actual:	\$ .
FY16 Actual:	\$ .
FY17 Budgeted:	\$100,000.
FY17 Projected:	\$ .
FY18 Proposed:	\$18,872.
<b>FY18 Approved:</b>	<b>\$454,272.</b>
FY18 Adopted:	

Budget Notes:

For FY18 this is only 1.1% of the resources of the fund. This is due to placing \$464,600 in the Reserve for System Improvements which in essence functions as a Contingency for the System Improvements.

**QUALITY LIVE INTERGOVERNMENTAL AGENCY**  
**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**Capital Fund- Unappropriated**

City Account Number	City Title
<b>601-Unappropriated</b>	<b>Unappropriated</b>
County Account Number	County Title
<b>601.60.6000.59000</b>	<b>UNAPPROPRIATED</b>

FY14 Actual:

FY15 Actual:

FY16 Actual:

FY17 Budgeted: \$ .

FY17 Projected: \$ .

FY18 Proposed: \$ .

**FY18 Approved: \$ .**

FY18 Adopted:

Budget Notes:

There is no unappropriated fund balance in the Capital fund.

**QUALITY LIVE INTERGOVERNMENTAL AGENCY**  
**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**Maupin Fund- Revenue**

City Account Number	City Title
<b>602-0000-300.00-00</b>	<b>Beginning Balance</b>
County Account Number	County Title
<b>602.60.6000.400.000</b>	<b>BEGINNING FUND BALANCE</b>
FY14 Actual:	\$ .
FY15 Actual:	\$ .
FY16 Actual:	\$ .
FY17 Budgeted:	\$199,135.
FY17 Projected:	\$13,620.
FY18 Proposed:	\$53,116.
<b>FY18 Approved:</b>	<b>\$53,116.</b>
FY18 Adopted:	

Budget Notes:

Projected Ending Balance for FY17. This is negative but will be covered by the loan from the Capital fund.

**QUALITY LIVE INTERGOVERNMENTAL AGENCY**  
**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**Maupin Fund- Revenue**

City Account Number	City Title
<b>602-0000-334.90-00</b>	<b>State Grants, Other</b>

County Account Number	County Title
<b>602.60.6000.412.674</b>	<b>STATE GRANT</b>

FY14 Actual:	\$ .
FY15 Actual:	\$ .
FY16 Actual:	\$ .
FY17 Budgeted:	\$243,345.
FY17 Projected:	\$51,923.
FY18 Proposed:	\$386,581.
<b>FY18 Approved:</b>	<b>\$386,581.</b>

FY18 Adopted:

Budget Notes:

The remaining balance available in the SPWF Grant proceeds.

**QUALITY LIVE INTERGOVERNMENTAL AGENCY**  
**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**Maupin Fund- Revenue**

City Account Number	City Title
<b>602-0000-336.10-00</b>	<b>Private Sector Grants (Google)</b>

County Account Number	County Title
<b>602.60.6000.412.700</b>	<b>PRIVATE SECTOR GRANTS</b>

FY14 Actual:	\$ .
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FY15 Actual:	\$ .
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FY16 Actual:	\$87,880.
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FY17 Budgeted:	\$ .
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FY17 Projected:	\$ .
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FY18 Proposed:	\$ .
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<b>FY18 Approved:</b>	<b>\$ .</b>
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FY18 Adopted:	
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Budget Notes:	
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None in FY18	
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**QUALITY LIVE INTERGOVERNMENTAL AGENCY**  
**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**Maupin Fund- Revenue**

City Account Number	City Title
<b>602-0000-344.20-00</b>	<b>Connect Charges</b>
County Account Number	County Title
<b>602.60.6000.414.500</b>	<b>UTILITY SERVICE CHARGES</b>
FY14 Actual:	\$ .
FY15 Actual:	\$ .
FY16 Actual:	\$ .
FY17 Budgeted:	\$12,000.
FY17 Projected:	\$ .
FY18 Proposed:	\$4,000.
<b>FY18 Approved:</b>	<b>\$4,000.</b>
FY18 Adopted:	
Budget Notes:	
Gorge.net projected revenue.	

**QUALITY LIVE INTERGOVERNMENTAL AGENCY**  
**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**Maupin Fund- Revenue**

City Account Number	City Title
<b>602-0000-344.20-01</b>	<b>Cust Fees - Middle Mile</b>
County Account Number	County Title
<b>602.60.6000.414.502</b>	<b>CUSTOMER FEES - MIDDLE MILE</b>
FY14 Actual:	\$ .
FY15 Actual:	\$ .
FY16 Actual:	\$ .
FY17 Budgeted:	\$ .
FY17 Projected:	\$ .
FY18 Proposed:	\$ .
<b>FY18 Approved:</b>	<b>\$ .</b>
FY18 Adopted:	
Budget Notes:	
None in FY18	

**QUALITY LIVE INTERGOVERNMENTAL AGENCY**  
**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**Maupin Fund- Revenue**

City Account Number	City Title
<b>602-0000-344.20-02</b>	<b>Cust Fees - Trnsprt/Collocation</b>
County Account Number	County Title
<b>602.60.6000.414.503</b>	<b>COSTOMER FEES - TRANSPORT/COLOCATION</b>
FY14 Actual:	\$ .
FY15 Actual:	\$ .
FY16 Actual:	\$ .
FY17 Budgeted:	\$ .
FY17 Projected:	\$ .
FY18 Proposed:	\$ .
<b>FY18 Approved:</b>	<b>\$ .</b>
FY18 Adopted:	
Budget Notes:	
None in FY18	

**QUALITY LIVE INTERGOVERNMENTAL AGENCY**  
**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**Maupin Fund- Revenue**

City Account Number	City Title
<b>602-0000-361.00-00</b>	<b>Interest Revenue</b>

County Account Number	County Title
<b>602.60.6000.417.104</b>	<b>INTEREST EARNED</b>

FY14 Actual:	\$ .
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FY15 Actual:	\$ .
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FY16 Actual:	\$ .
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FY17 Budgeted:	\$ .
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FY17 Projected:	\$35.
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FY18 Proposed:	\$ .
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<b>FY18 Approved:</b>	<b>\$ .</b>
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FY18 Adopted:	
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Budget Notes:	
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None in FY18	
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**QUALITY LIVE INTERGOVERNMENTAL AGENCY**  
**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**Maupin Fund- Revenue**

City Account Number	City Title
<b>602-0000-369.00-00</b>	<b>Other Misc Revenues</b>

County Account Number	County Title
<b>602.60.6000.421.241</b>	<b>MISC RECEIPTS</b>

FY14 Actual:	\$ .
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FY15 Actual:	\$ .
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FY16 Actual:	\$ .
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FY17 Budgeted:	\$ .
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FY17 Projected:	\$ .
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FY18 Proposed:	\$6,000.
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<b>FY18 Approved:</b>	<b>\$6,000.</b>
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FY18 Adopted:	
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Budget Notes:

Maupin SDC 12@\$500/mth

**QUALITY LIVE INTERGOVERNMENTAL AGENCY**  
**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**Maupin Fund- Revenue**

City Account Number	City Title
<b>602-0000-369.20-00</b>	<b>E-Rate Reimbursements</b>
County Account Number	County Title
<b>602.60.6000.422.132</b>	<b>E-RATE REIMBURSEMENTS</b>
FY14 Actual:	\$ .
FY15 Actual:	\$ .
FY16 Actual:	\$ .
FY17 Budgeted:	\$ .
FY17 Projected:	\$ .
FY18 Proposed:	\$ .
<b>FY18 Approved:</b>	<b>\$ .</b>
FY18 Adopted:	
Budget Notes:	
None in FY18	

**QUALITY LIVE INTERGOVERNMENTAL AGENCY**  
**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**Maupin Fund- Revenue**

City Account Number	City Title
<b>602-0000-391.90-01</b>	<b>Qlife Operating Fund</b>
County Account Number	County Title
<b>602.60.6000.450.600</b>	<b>TRANSFER FROM QLIFE OPERATING FUND</b>
FY14 Actual:	\$ .
FY15 Actual:	\$ .
FY16 Actual:	\$ .
FY17 Budgeted:	\$ .
FY17 Projected:	\$ .
FY18 Proposed:	\$ .
<b>FY18 Approved:</b>	<b>\$ .</b>
FY18 Adopted:	
Budget Notes:	
None in FY18	

**QUALITY LIVE INTERGOVERNMENTAL AGENCY**  
**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**Maupin Fund- Revenue**

City Account Number	City Title
<b>602-0000-391.90-02</b>	<b>Qlife Capital Fund</b>
County Account Number	County Title
<b>602.60.6000.450.601</b>	<b>TRANSFER FROM QLIFE CAPITAL FUND</b>
FY14 Actual:	\$ .
FY15 Actual:	\$ .
FY16 Actual:	\$ .
FY17 Budgeted:	\$156,655.
FY17 Projected:	\$156,655.
FY18 Proposed:	\$635,400.
<b>FY18 Approved:</b>	<b>\$200,000.</b>

FY18 Adopted:

Budget Notes:

Loan to Maupin 602 from Capital 601 to cover project. Included \$103K due to projected negative fund balance in Maupin Fund, but actually did a transfer for \$156K in FY17 as was part of the approved budget that never found it's way to the Adopted budget i



**QUALITY LIVE INTERGOVERNMENTAL AGENCY**  
**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**Maupin Fund- Revenue**

City Account Number	City Title
<b>602-0000-393.10-00</b>	<b>Loan/Bond Proceeds</b>

County Account Number	County Title
<b>602.60.6000.490.490</b>	<b>LOAN PROCEEDS</b>

FY14 Actual:	\$ .
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FY15 Actual:	\$ .
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FY16 Actual:	\$ .
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FY17 Budgeted:	\$ .
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FY17 Projected:	\$ .
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FY18 Proposed:	\$ .
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<b>FY18 Approved:</b>	<b>\$ .</b>
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FY18 Adopted:

Budget Notes:

Not really loan to Qlife - State issued bonds and gave awards so no payback look to State Grant line

**QUALITY LIVE INTERGOVERNMENTAL AGENCY**  
**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**Maupin Fund- Materials & Services**

City Account Number	City Title
<b>602-6000-000.31-10</b>	<b>Administrative Services</b>

County Account Number	County Title
<b>602.60.6000.52398</b>	<b>ADMINISTRATIVE COST</b>

FY14 Actual:	\$ .
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FY15 Actual:	\$ .
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FY16 Actual:	\$26,678.
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FY17 Budgeted:	\$14,160.
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FY17 Projected:	\$ .
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FY18 Proposed:	\$14,160.
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<b>FY18 Approved:</b>	<b>\$14,160.</b>
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FY18 Adopted:

Budget Notes:

To be paid to the County for financial services provided to Qlife based on time spent by staff.

**QUALITY LIVE INTERGOVERNMENTAL AGENCY**  
**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**Maupin Fund- Materials & Services**

City Account Number	City Title
<b>602-6000-000.31-80</b>	<b>Contractual Services: WIFI</b>

County Account Number	County Title
<b>602.60.6000.52476</b>	<b>CONTRACTED SVSC - WIFI</b>

FY14 Actual:	\$ .
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FY15 Actual:	\$ .
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FY16 Actual:	\$ .
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FY17 Budgeted:	\$ .
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FY17 Projected:	\$ .
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FY18 Proposed:	\$20,400.
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<b>FY18 Approved:</b>	<b>\$20,400.</b>
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FY18 Adopted:

Budget Notes:

Service to meet the requirements of the grant money received. 3 year commitment - this is year one.

**QUALITY LIVE INTERGOVERNMENTAL AGENCY**  
**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**Maupin Fund- Materials & Services**

City Account Number      City Title

**600-6000-000.32-20      Legal Services**

County Account Number      County Title

**602.60.6000.52395      CONTR SVCS - LEGAL CONUNSEL CONTR**

FY14 Actual:      \$ .

FY15 Actual:      \$ .

FY16 Actual:      \$ .

FY17 Budgeted:      \$ .

FY17 Projected:      \$1,845.

FY18 Proposed:      \$2,000.

**FY18 Approved:      \$2,000.**

FY18 Adopted:

Budget Notes:

Base budget on FY17 actuals

**QUALITY LIVE INTERGOVERNMENTAL AGENCY**

**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**Maupin Fund- Materials & Services**

City Account Number	City Title
<b>602-6000-000.34-10</b>	<b>Engineering Services</b>

County Account Number	County Title
<b>602.60.6000.52477</b>	<b>CONTRACTED SVSC - ENGINEERING</b>

FY14 Actual:	\$ .
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FY15 Actual:	\$ .
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FY16 Actual:	\$ .
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FY17 Budgeted:	\$ .
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FY17 Projected:	\$ .
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FY18 Proposed:	\$ .
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<b>FY18 Approved:</b>	<b>\$ .</b>
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FY18 Adopted:

Budget Notes:

None in FY18

**QUALITY LIVE INTERGOVERNMENTAL AGENCY**

**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**Maupin Fund- Materials & Services**

City Account Number      City Title

**602-6000-000.34-70      Customer Connections**

County Account Number      County Title

**602.60.6000.54278      CONTRACTED SVSC - CUSTOMER CONNECTIONS**

FY14 Actual:      \$ .

FY15 Actual:      \$ .

FY16 Actual:      \$ .

FY17 Budgeted:      \$ .

FY17 Projected:      \$ .

FY18 Proposed:      \$ .

**FY18 Approved:      \$ .**

FY18 Adopted:

Budget Notes:

None in FY18

**QUALITY LIVE INTERGOVERNMENTAL AGENCY**

**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**Maupin Fund- Materials & Services**

City Account Number      City Title

**602-6000-000.41-30      Natural Gas**

County Account Number      County Title

**602.60.6000.52883      UTILITIES - NATURAL GAS**

FY14 Actual:      \$ .

FY15 Actual:      \$ .

FY16 Actual:      \$ .

FY17 Budgeted:      \$ .

FY17 Projected:      \$ .

FY18 Proposed:      \$ .

**FY18 Approved:      \$ .**

FY18 Adopted:

Budget Notes:

None in FY18

**QUALITY LIVE INTERGOVERNMENTAL AGENCY**

**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**Maupin Fund- Materials & Services**

City Account Number      City Title

**602-6000-000.41-40      Electricity**

County Account Number      County Title

**602.60.6000.52882      UTILITIES - ELECTRICITY**

FY14 Actual:      \$ .

FY15 Actual:      \$ .

FY16 Actual:      \$ .

FY17 Budgeted:      \$ .

FY17 Projected:      \$ .

FY18 Proposed:      \$ .

**FY18 Approved:      \$ .**

FY18 Adopted:

Budget Notes:

None in FY18



**QUALITY LIVE INTERGOVERNMENTAL AGENCY**  
**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**Maupin Fund- Materials & Services**

City Account Number	City Title
<b>602-6000-000.41-50</b>	<b>Broadband Transport</b>

County Account Number	County Title
<b>602.60.6000.52482</b>	<b>BROADBAND SUPPORT</b>

FY14 Actual:	\$ .
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FY15 Actual:	\$ .
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FY16 Actual:	\$ .
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FY17 Budgeted:	\$ .
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FY17 Projected:	\$ .
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FY18 Proposed:	\$14,352.
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<b>FY18 Approved:</b>	<b>\$14,352.</b>
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FY18 Adopted:

Budget Notes:

To meet the requirements of the Wifi grant - 3 yeas this is year one. See reserve for next two.

**QUALITY LIVE INTERGOVERNMENTAL AGENCY**

**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**Maupin Fund- Materials & Services**

City Account Number      City Title

**602-6000-000.43-86**      **Lines, Maint & Supplies**

County Account Number      County Title

**602.60.6000.52651**      **EQUIPMENT - REPAIR & MAINTENANCE**

FY14 Actual:      \$ .

FY15 Actual:      \$ .

FY16 Actual:      \$ .

FY17 Budgeted:      \$ .

FY17 Projected:      \$ .

FY18 Proposed:      \$ .

**FY18 Approved:**      **\$ .**

FY18 Adopted:

Budget Notes:

None in FY18

**QUALITY LIVE INTERGOVERNMENTAL AGENCY**  
**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**Maupin Fund- Materials & Services**

City Account Number	City Title
<b>602-6000-000.52-10</b>	<b>Property Insurance</b>
County Account Number	County Title
<b>602.60.6000.52113</b>	<b>INSURANCE &amp; BONDS</b>
FY14 Actual:	\$ .
FY15 Actual:	\$ .
FY16 Actual:	\$ .
FY17 Budgeted:	\$1,000.
FY17 Projected:	\$1,000.
FY18 Proposed:	\$1,000.
<b>FY18 Approved:</b>	<b>\$1,000.</b>
FY18 Adopted:	
Budget Notes:	
Keep the budget the same	

**QUALITY LIVE INTERGOVERNMENTAL AGENCY**  
**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**Maupin Fund- Materials & Services**

City Account Number      City Title

**602-6000-000.69-60      Pole Connection Fees**

County Account Number      County Title

**602.60.6000.52480      POLE CONNECTION FEES**

FY14 Actual:      \$ .

FY15 Actual:      \$ .

FY16 Actual:      \$ .

FY17 Budgeted:      \$1,050.

FY17 Projected:      \$1,050.

FY18 Proposed:      \$1,050.

**FY18 Approved:      \$1,050.**

FY18 Adopted:

Budget Notes:

Keep the budget the same

**QUALITY LIVE INTERGOVERNMENTAL AGENCY**  
**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**Maupin Fund- Capital Outlay**

City Account Number	City Title
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<b>602-6000-000.72-20</b>	<b>Buildings</b>
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County Account Number	County Title
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<b>602.60.6000.53101</b>	<b>BUILDINGS</b>
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FY14 Actual:	\$ .
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FY15 Actual:	\$ .
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FY16 Actual:	\$ .
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FY17 Budgeted:	\$ .
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FY17 Projected:	\$ .
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FY18 Proposed:	\$ .
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<b>FY18 Approved:</b>	<b>\$ .</b>
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FY18 Adopted:	
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Budget Notes:	
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None in FY18	
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**QUALITY LIVE INTERGOVERNMENTAL AGENCY**  
**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**Maupin Fund- Capital Outlay**

City Account Number	City Title
<b>602-6000-000.74-20</b>	<b>Telcom Equipment</b>
County Account Number	County Title
<b>602.60.6000.53301</b>	<b>EQUIPMENT - CAPITAL</b>
FY14 Actual:	\$ .
FY15 Actual:	\$ .
FY16 Actual:	\$17,097.
FY17 Budgeted:	\$79,263.
FY17 Projected:	\$ .
FY18 Proposed:	\$ .
<b>FY18 Approved:</b>	<b>\$ .</b>
FY18 Adopted:	
Budget Notes:	
None in FY18	

**QUALITY LIVE INTERGOVERNMENTAL AGENCY**  
**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**Maupin Fund- Capital Outlay**

City Account Number	City Title
<b>602-6000-000.76-10</b>	<b>Primary (System Maint)</b>

County Account Number	County Title
<b>602.60.6000.53313</b>	<b>PRIMARY SYSTEM</b>

FY14 Actual:	\$ .
FY15 Actual:	\$ .
FY16 Actual:	\$30,486.
FY17 Budgeted:	\$320,737.
FY17 Projected:	\$165,222.
FY18 Proposed:	\$ .
<b>FY18 Approved:</b>	<b>\$ .</b>

FY18 Adopted:

Budget Notes:

Remainder of the project is all Secondary line extension.

**QUALITY LIVE INTERGOVERNMENTAL AGENCY**  
**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**Maupin Fund- Capital Outlay**

City Account Number	City Title
<b>602-6000-000.76-20</b>	<b>Secondary (Line Extension</b>
County Account Number	County Title
<b>602.60.6000.53314</b>	<b>SECONDARY LINE EXTENSION</b>
FY14 Actual:	\$ .
FY15 Actual:	\$ .
FY16 Actual:	\$ .
FY17 Budgeted:	\$ .
FY17 Projected:	\$ .
FY18 Proposed:	\$832,620.
<b>FY18 Approved:</b>	<b>\$553,875.</b>
FY18 Adopted:	
Budget Notes:	
Remainder of the project	



**QUALITY LIVE INTERGOVERNMENTAL AGENCY**  
**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**Maupin Fund- Capital Outlay**

City Account Number	City Title
<b>602-6000-000.76-30</b>	<b>Pole Make Ready Costs</b>

County Account Number	County Title
<b>602.60.6000.53315</b>	<b>POLE MAKE READY</b>

FY14 Actual:	\$ .
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FY15 Actual:	\$ .
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FY16 Actual:	\$ .
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FY17 Budgeted:	\$ .
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FY17 Projected:	\$ .
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FY18 Proposed:	\$ .
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<b>FY18 Approved:</b>	<b>\$ .</b>
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FY18 Adopted:	
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Budget Notes:	
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None in FY18	
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**QUALITY LIVE INTERGOVERNMENTAL AGENCY**  
**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**Maupin Fund- Debt Service**

City Account Number	City Title
<b>602-6000-000.79-50</b>	<b>Loan Principal Payments</b>

County Account Number	County Title
<b>602.60.6000.54306</b>	<b>PRINCIPAL PAYMENT</b>

FY14 Actual:	\$ .
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FY15 Actual:	\$ .
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FY16 Actual:	\$ .
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FY17 Budgeted:	\$ .
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FY17 Projected:	\$ .
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FY18 Proposed:	\$ .
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<b>FY18 Approved:</b>	<b>\$ .</b>
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FY18 Adopted:	
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Budget Notes:	
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NA	
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**QUALITY LIVE INTERGOVERNMENTAL AGENCY**  
**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**Maupin Fund- Debt Service**

City Account Number	City Title
<b>602-6000-000.79-60</b>	<b>Interest Payments</b>

County Account Number	County Title
<b>602.60.6000.54307</b>	<b>INTEREST</b>

FY14 Actual:	\$ .
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FY15 Actual:	\$ .
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FY16 Actual:	\$ .
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FY17 Budgeted:	\$ .
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FY17 Projected:	\$ .
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FY18 Proposed:	\$ .
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<b>FY18 Approved:</b>	<b>\$ .</b>
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FY18 Adopted:	
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Budget Notes:	
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NA	
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**QUALITY LIVE INTERGOVERNMENTAL AGENCY**  
**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**Maupin Fund- Transfer**

City Account Number	City Title
<b>602-9500-000.81-92</b>	<b>Transfer to Qlife Capital Fund</b>

County Account Number	County Title
<b>602.60.6000.55601</b>	<b>TRANSFER TO QLIFE CAPITAL</b>

FY14 Actual:	\$ .
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FY15 Actual:	\$ .
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FY16 Actual:	\$ .
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FY17 Budgeted:	\$ .
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FY17 Projected:	\$ .
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FY18 Proposed:	\$10,000.
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<b>FY18 Approved:</b>	<b>\$10,000.</b>
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FY18 Adopted:

Budget Notes:

Payment to reimburse Capital fund - based on franchise fees expected to be collected.

**QUALITY LIVE INTERGOVERNMENTAL AGENCY**  
**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**Maupin Fund- Pass-Through**

City Account Number	City Title
<b>602-9500-000.83-10</b>	<b>ESD E-Rate Transfers</b>
County Account Number	County Title
<b>602.60.6000.52399</b>	<b>ESD E-RATE PASS THROUGH</b>
FY14 Actual:	\$ .
FY15 Actual:	\$ .
FY16 Actual:	\$ .
FY17 Budgeted:	\$ .
FY17 Projected:	\$ .
FY18 Proposed:	\$ .
<b>FY18 Approved:</b>	<b>\$ .</b>
FY18 Adopted:	
Budget Notes:	

**QUALITY LIVE INTERGOVERNMENTAL AGENCY**  
**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**Maupin Fund- Reserve**

City Account Number	City Title
<b>602-9500-000.84-10</b>	<b>Reseve for Wi-Fi</b>

County Account Number	County Title
<b>602.60.6000.58004</b>	<b>RESERVE FOR WIFI</b>

FY14 Actual:	\$ .
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FY15 Actual:	\$ .
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FY16 Actual:	\$ .
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FY17 Budgeted:	\$28,320.
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FY17 Projected:	\$ .
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FY18 Proposed:	\$28,320.
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<b>FY18 Approved:</b>	<b>\$28,320.</b>
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FY18 Adopted:

Budget Notes:

Two years support for Wifi - condition of the grant.

**QUALITY LIVE INTERGOVERNMENTAL AGENCY**  
**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**Maupin Fund- Contingency**

City Account Number	City Title
<b>602-9500-000.88-00</b>	<b>Contingency</b>
County Account Number	County Title
<b>602.60.6000.57602</b>	<b>CONTINGENCY</b>
FY14 Actual:	\$ .
FY15 Actual:	\$ .
FY16 Actual:	\$ .
FY17 Budgeted:	\$9,950.
FY17 Projected:	\$ .
FY18 Proposed:	\$4,540.
<b>FY18 Approved:</b>	<b>\$4,540.</b>

FY18 Adopted:

Budget Notes:

Underfunded - would like to see 10% of expected expenditures

**QUALITY LIVE INTERGOVERNMENTAL AGENCY**  
**BUDGET WORKSHEETS FISCAL YEAR 2018 (FY18)**

**Maupin Fund- Unappropriated**

City Account Number	City Title
<b>602-Unappropriated</b>	<b>Unappropriated</b>
County Account Number	County Title
<b>602.60.6000.59000</b>	<b>UNAPPROPRIATED</b>

FY14 Actual:

FY15 Actual:

FY16 Actual:

FY17 Budgeted: \$ .

FY17 Projected: \$ .

FY18 Proposed: \$ .

**FY18 Approved: \$ .**

FY18 Adopted:

Budget Notes:

Underfunded - would like to see 3 months of operating costs



## **Agenda Item Insurance Report**

- [CIS Insurance](#)
- [SAIF Insurance](#)

# Property and/or Liability Proposal Summary



citycounty insurance services

## Member

Wasco County  
511 Washington St. Room 101  
The Dalles, OR 97058

## Agent

ISU Insurance Services-The Stratton Agency  
212 East Fourth Street  
The Dalles, OR 97058

Member Number	Effective Date	Termination Date	Proposal Date
20032	7/1/2017	7/1/2018	5/18/2017

Coverage	Description	Amount	Total Due
General Liability (Retro Plan)	Contribution Limit: \$10,000,000	\$120,957.87	
	Aggregate/Retro Deductible Credit	(\$37,914.00)	
	Multi-Line Credit	(\$2,521.32)	
	High Risk Activity	\$1,000.00	\$81,522.55
Auto Liability	Contribution	\$29,699.33	
	Multi-Line Credit	(\$890.98)	\$28,808.35
Auto Physical Damage	Contribution	Not Purchased	
	Multi-Line Credit	\$0.00	\$0.00
Property	Contribution	\$88,046.69	
	Multi-Line Credit	(\$2,641.40)	\$85,405.29
Optional Excess Quake	Contribution	Not Purchased	\$0.00
Optional Excess Flood	Contribution	Not Purchased	\$0.00
Optional Excess Crime	Contribution	\$830.00	\$830.00
Optional Excess Cyber Liability	Contribution	Not Purchased	\$0.00
Difference In Conditions	Contribution	Not Purchased	\$0.00
Summary	Contribution	\$239,533.89	
	Aggregate/Retro Deductible Credit	(\$37,914.00)	
	Multi-Line Credit	(\$6,053.70)	
	High Risk Activity	\$1,000.00	

This is not an invoice. Information Only

Total: \$196,566.19

# CIS Liability Coverage Proposal



citycounty insurance services

CIS  
1212 Court St NE  
Salem, OR 97301

**Named Member**  
Wasco County  
511 Washington St. Room 101  
The Dalles, OR 97058

**Agent of Record**  
ISU Insurance Services-The Stratton Agency  
212 East Fourth Street  
The Dalles, OR 97058

**This Proposal Does Not Bind Coverage**  
Refer to Coverage Forms for terms, conditions, and limitations of coverage

Coverage Period: 7/1/2017 to 7/1/2018	5/18/2017			
Coverage*	Per Occurrence Limit*	Annual Aggregate*	Per Occurrence Deductible / SIR*	Agg/Retro Deductible
Public Entity Liability Coverage (Including Auto Liability) as described in CIS General & Auto Liability Coverage Agreement	\$200,000	\$600,000	None	\$60,663.00

**Forms Applicable:** CIS General & Auto Liability Coverage Agreement - CIS GL/LAL (7/1/2017)

Coverage*	Per Occurrence Limit	Annual Aggregate		
Excess Public Entity Liability Coverage as described in the CIS Excess Liability Coverage Agreement (limits shown are excess of primary coverage limits)	\$9,800,000	\$29,400,000		

**Forms Applicable:** CIS Excess Liability Coverage Agreement - CIS XS/GL (7/1/2017)

\* Refer to the CIS General & Auto Liability Coverage Agreement and CIS Excess Liability Coverage Agreement and endorsements (if any) for detailed coverages, special deductibles, limits, sublimits, exclusions, and conditions that may apply.  
Excess Liability Coverage does not provide Uninsured Motorist coverage.

<u>Coverage</u>	<u>Contribution</u>
General Liability	\$121,957.87
Auto Liability	\$29,699.33
<b>Liability Total</b>	<b>\$151,657.20</b>

To effect coverage, please sign, date and return this form before requested effective date. Fax or email is acceptable

Accepted by:

\_\_\_\_\_  
Authorized Representative / Agent

Date:

\_\_\_\_\_

# CIS Property Coverage Proposal



citycounty insurance services

CIS  
1212 Court St NE  
Salem, OR 97301

**Named Member**  
Wasco County  
511 Washington St. Room 101  
The Dalles, OR 97058

**Agent of Record**  
ISU Insurance Services-The Stratton Agency  
212 East Fourth Street  
The Dalles, OR 97058

**This Proposal Does Not Bind Coverage**  
Refer to Coverage Forms for terms, conditions, and limitations of coverage

Coverage Period: 7/1/2017 to 7/1/2018	5/18/2017
<b>Coverage Limits (Per Occurrence):*</b>	
Building and Contents and PIO	Per current CIS Property Schedule
Mobile Equipment	Per current CIS Mobile Equipment Schedule
Earthquake	\$5,000,000
Excess Earthquake - Coverage applies only if coverage limit is shown.	None
Flood	\$5,000,000
Excess Flood - Coverage applies only if coverage limit is shown.	None
Combined Loss of Revenue and Rental Value	\$1,000,000
Combined Extra Expense and Rental Expense	\$1,000,000
Property in Transit	\$1,000,000
Hired, Rented or Borrowed Equipment	\$150,000
Restoration/Reproduction of Books, Records, etc.	\$100,000
Electronic Data Restoration/Reproduction	\$250,000
Pollution Cleanup	\$25,000
Crime Coverage	\$50,000
Police Dogs (if scheduled)	\$15,000
Off Premises Service Interruption	\$100,000
Miscellaneous Coverage	\$50,000
Personal Property at Unscheduled Locations	\$15,000
Personal Property of Employees or Volunteers	\$15,000
Unscheduled Fine Arts	\$100,000
Temporary Emergency Shelter Restoration	\$50,000
<b>Difference In Conditions - Earthquake &amp; Flood (if any):</b>	<b>\$0</b>
<b>Extra Items (if any):</b>	

\* This represents only a brief summary of coverages. Please refer to the CIS Property Coverage Agreement for detailed coverages, exclusions, and conditions that may apply.

**Locations Covered:** Per current CIS Property Schedule.

**Perils Covered:** Risks of Direct Physical Loss subject to the terms, conditions and exclusions contained in the coverage forms listed below under Forms Applicable.

**Deductibles:** \$5,000 Per occurrence except as noted and as follows (if any).

\$5,000 Per occurrence on scheduled mobile equipment items.

Earthquake and Flood: Special deductibles and restrictions per Section 2 of the CIS Property Coverage Agreement.

**Total Contribution:** \$88,046.69 (Property) \$0.00 (Excess Earthquake)

**Forms Applicable:** CIS Property Coverage Agreement - CIS PR (7/1/2017)

To effect coverage, please sign, date and return this form before requested effective date. Fax or email is acceptable

Accepted by:

\_\_\_\_\_  
Authorized Representative / Agent

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



# CIS Equipment Breakdown Coverage Proposal



citycounty insurance services

<b>CIS</b> 1212 Court St NE Salem, OR 97301	<b>Named Member</b> Wasco County 511 Washington St. Room 101 The Dalles, OR 97058	<b>Agent of Record</b> ISU Insurance Services-The Stratton Agency 212 East Fourth Street The Dalles, OR 97058
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**This Proposal Does Not Bind Coverage**  
Refer to Coverage Forms for terms, conditions, and limitations of coverage

Coverage Period: 7/1/2017 to 7/1/2018

5/18/2017

**Coverage Limits:\***

Property Damage	Per current CIS Property Schedule or \$100,000,000, whichever is less.
Rental Value/Rental Expense	Included in Property Damage
Extra Expense	Included in Property Damage
Service Interruption	Included in Property Damage
Drying out following a flood	Included in Property Damage
Course of Construction	Included in Property Damage
Computer Equipment	Included in Property Damage
Portable Equipment	Included in Property Damage
CFC Refrigerants	Included in Property Damage
Hazardous Substance	\$2,000,000
Data Restoration	\$250,000
Perishable Goods	\$2,000,000
Expediting Expense	\$2,000,000
Demolition	\$2,000,000
Ordinance or Law	\$2,000,000
Off Premises Property Damage	\$250,000
Contingent Rental Value/Rental Expense	\$250,000
Newly Acquired Locations	\$1,000,000 / 365 days max.
Extended Period of Restoration	30 Days

\* This represents only a brief summary of coverages. Please refer to CIS Equipment Breakdown Coverage Agreement for detailed coverages, exclusions, and conditions that may apply.

**Locations Covered:** Per current CIS Property Schedule.

**Deductible:** \$5,000 All Coverages: 24 hour waiting period applies for service interruption.

**Contribution:** Included

**Forms Applicable:** Equipment Breakdown Coverage Agreement - CIS BM (7/1/2017)

To effect coverage, please sign, date and return this form before requested effective date. Fax or email is acceptable

Accepted by: \_\_\_\_\_

Authorized Representative / Agent

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

# CIS Excess Crime Coverage Proposal



citycounty insurance services

CIS  
1212 Court St NE  
Salem, OR 97301

Named Member  
Wasco County  
511 Washington St. Room 101  
The Dalles, OR 97058

Agent of Record  
ISU Insurance Services-The Stratton Agency  
212 East Fourth Street  
The Dalles, OR 97058

**This Proposal Does Not Bind Coverage**  
Refer to Coverage Forms for terms, conditions, and limitations of coverage

Coverage Period: 7/1/2017 to 7/1/2018

5/18/2017

## Excess Crime Coverage

Coverage Limits excess of \$50,000 crime coverage provided under the CIS Property Coverage Agreement \*

Employee Theft - Per Loss Coverage	\$200,000
Forgery or Alteration	Included
Inside Premises - Theft of Money & Securities	Included
Inside Premises - Robbery, Safe Burglary - Other	Included
Outside Premises	Included
Computer Fraud	Included
Money Orders and Counterfeit Paper Currency	Included
Funds Transfer Fraud	Included
Impersonation Fraud Coverage	\$100,000

## Additional Coverages:

Faithful Performance of Duty	Included
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\* This represents only a brief summary of coverages. Please refer to the Excess Crime Policy for detailed coverages, exclusions, and conditions that may apply.

Locations Covered: Per current CIS Property Schedule.

Contribution: \$830.00

Forms Applicable: National Union Fire Insurance/Excess Crime Policy

To effect coverage, please sign, date and return this form before requested effective date. Fax or email is acceptable

Accepted by: \_\_\_\_\_

Authorized Representative / Agent

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

Member: **Wasco County**  
 Coverage Year: **2017-2018**

General Liability Premium	Auto Liability Premium	Total Liability Premium	Program Level	Premium Min/Max	Liability Prem Credit	Liability Ded Maximum	Minimum Premium	Maximum Premium
121958	29699	\$ 151,657	\$10k - \$39,999	90/110	\$ 15,166	\$ 30,331	\$ 136,491	\$ 166,823
			\$40k - \$75k	85/110	\$ 22,749	\$ 37,914	\$ 128,908	\$ 166,823
			\$75k - \$125k	75/115	\$ 37,914	\$ 60,663	\$ 113,743	\$ 174,406
			\$125k - \$200k	65/120	\$ 53,080	\$ 83,411	\$ 98,577	\$ 181,988
			\$200k +	60/130	FALSE	FALSE	\$ 151,657	\$ 151,657



# Auto Schedule

## Wasco County

Policy # PL-WASC-2017-0 (7/1/2017 To 7/1/2018)

Agent: ISU Insurance Services-The Stratton Agency



citycounty insurance services

### Currently Scheduled Autos

Auto #	Year	Make/Model	VIN	Department	Auto Code	Equip Code	Comp Ded	Coll Ded	Reported Value	Effective Date	Term, Date
	2008	TOYOTA PRIUS	JTDKB20U283395553	HHW	PPV	X			\$0	7/1/2017	7/1/2018
0004	2001	CHEVROLET S10	1GCDT19W618134830	WEED & PEST	LTV	X			\$0	7/1/2017	7/1/2018
0021	1994	PETERBILT 200-30 TRUCK	1XPMH87X2RM608232	ROAD	MHT	X			\$0	7/1/2017	7/1/2018
0022	2002	CHEVROLET C2500HD SILVERADO	1GCHC24172E221870	ROAD	LTV	X			\$0	7/1/2017	7/1/2018
0023	2002	CHEVROLET C2500 SILVERADO	1GCHC24112E219175	ROAD	LTV	X			\$0	7/1/2017	7/1/2018
0024	2001	DODGE RAM 2500	3B7KC26671M283440	ROAD	LTV	X			\$0	7/1/2017	7/1/2018
0025	2001	DODGE RAM 2500	3B7KC26691M283441	ROAD	LTV	X			\$0	7/1/2017	7/1/2018
0030	1999	DODGE RAM 2500	3B7KC2626XM526867	ROAD	LTV	X			\$0	7/1/2017	7/1/2018
0035	1994	FORD F250	1FTHF25H1RLB07579	FAIR	LTV	X			\$0	7/1/2017	7/1/2018
0041	1981	PETERBILT DUMP TRUCK	1XP9L29XBP142878	ROAD	MHT	X			\$0	7/1/2017	7/1/2018
0042	1981	PETERBILT DUMP TRUCK	1XP9L29X7BP142879	ROAD	MHT	X			\$0	7/1/2017	7/1/2018
0043	1981	PETERBILT DUMP TRUCK	1XP9L29X3BP142880	ROAD	MHT	X			\$0	7/1/2017	7/1/2018
0045	1988	FREIGHTLINER DUMP TRUCK	1FVN1DYB7JH408101	ROAD	MHT	X			\$0	7/1/2017	7/1/2018
0046	1988	FREIGHTLINER DUMP TRUCK	1FVN1DYB9JH408102	ROAD	MHT	X			\$0	7/1/2017	7/1/2018
0047	1995	PETERBILT DUMP TRUCK	1XPALB9X9SD364029	ROAD	MHT	X			\$0	7/1/2017	7/1/2018
0048	1995	PETERBILT DUMP TRUCK	1XPALB9X5SD364030	ROAD	MHT	X			\$0	7/1/2017	7/1/2018
0049	1995	PETERBILT DUMP TRUCK	1XPALB9X7SD364031	ROAD	MHT	X			\$0	7/1/2017	7/1/2018
0050	2000	FREIGHTLINER DUMP TRUCK	1FVX6WEB9YPH17159	ROAD	MHT	X			\$0	7/1/2017	7/1/2018
0051	2000	FREIGHTLINER DUMP TRUCK	1FVX6WEB5YPH17160	ROAD	MHT	X			\$0	7/1/2017	7/1/2018
0053	1992	FORD F350 FLATBED	2FDKF38GXNCA22075	ROAD	MHT	X			\$0	7/1/2017	7/1/2018
0054	1999	FORD F350 FLATBED	1FDWF37S6XED84618	ROAD	MHT	X			\$0	7/1/2017	7/1/2018
0056	1994	FORD F SUPER DUTY	1FDLF47F0REA37591	ROAD	MHT	X			\$0	7/1/2017	7/1/2018
0061	1978	WHITE 5TH WHEEL TRACTOR	5QPFFH1018170	ROAD	SEM	X			\$0	7/1/2017	7/1/2018
0067	1993	FORD 8000 ASPHALT TRUCK	1FDYH81E5PVA39938	ROAD	MHT	X			\$0	7/1/2017	7/1/2018
0068	1979	TRAILCO TRAILER	790B230	ROAD	TRL	X			\$0	7/1/2017	7/1/2018
0072	1992	DAKOTA TILT TRAILER	1DA12TK67NP010590	ROAD	TRL	X			\$0	7/1/2017	7/1/2018
0075	1950	CLOUGH TANK TRAILER	328	ROAD	TRL	X			\$0	7/1/2017	7/1/2018
0077	1963	BEALL OIL TANK TRAILER	PP1T27363	ROAD	TRL	X			\$0	7/1/2017	7/1/2018
0078	1990	KITT SHOULDER TRAILER	2K9S2BB26L1028012	ROAD	TRL	X			\$0	7/1/2017	7/1/2018



# Auto Schedule

Wasco County

Policy # PL-WASC-2017-0 (7/1/2017 To 7/1/2018)

Agent: ISU Insurance Services-The Stratton Agency



citycounty insurance services

## Currently Scheduled Autos

Auto #	Year	Make/Model	VIN	Department	Auto Code	Equip Code	Comp Ded	Coll Ded	Reported Value	Effective Date	Term. Date
0079	2000	OLYMPIC TILT BED TRAILER	1Z9TF1727YT091184	ROAD	TRL	X			\$0	7/1/2017	7/1/2018
0080	1978	COLUMBIA PUP TRAILER	2ED2078192	ROAD	TRL	X			\$0	7/1/2017	7/1/2018
0081	1978	COLUMBIA PUP TRAILER	2ED2078193	ROAD	TRL	X			\$0	7/1/2017	7/1/2018
0082	1978	COLUMBIA PUP TRAILER	2ED2078194	ROAD	TRL	X			\$0	7/1/2017	7/1/2018
0083	2001	CHEVROLET BLAZER	1GNDD13W01K231914	ROAD	SUV	X			\$0	7/1/2017	7/1/2018
0086	2000	TRAIL-EZE TILT TRAILER	1DA13TS44YP015052	ROAD	TRL	X			\$0	7/1/2017	7/1/2018
0089	1997	FORD F SUPER DUTY	1FDLF47G6VEC87470	WEED & PEST	LTV	X			\$0	7/1/2017	7/1/2018
0090	1993	FORD RANGER	1FTCR15U8PPA89662	WEED & PEST	LTV	X			\$0	7/1/2017	7/1/2018
0092	1984	FORD DUMP TRUCK	1FDJF37GXEPB51641	FAIR	MHT	X			\$0	7/1/2017	7/1/2018
0099	1991	EZ LOADER BOAT TRAILER	1ZE1DP42XMAP04829	SHERIFF	TRL	X			\$0	7/1/2017	7/1/2018
0109	2003	FREIGHTLINER DUMP TRUCK	1FVMAEAS83PK72419	ROAD	MHT	X			\$0	7/1/2017	7/1/2018
0110	2003	FREIGHTLINER DUMP TRUCK	1FVMAEAS43PK72420	ROAD	MHT	X			\$0	7/1/2017	7/1/2018
0111	1987	WHITE BOSS VACUUM TRUCK	1WXAACAD4HN121533	ROAD	MHT	X			\$0	7/1/2017	7/1/2018
0112	2003	CHEVROLET PICKUP	1GCHK24U932175109	SHERIFF	POL	X			\$0	7/1/2017	7/1/2018
0115	2003	DODGE DURANGO	1D8HS48N43F568940	ASSESSOR	SUV	X			\$0	7/1/2017	7/1/2018
0118	1990	PETERBILT SEMI-TRACTOR	1XPCD89X0LD289955	ROAD	SEM	X			\$0	7/1/2017	7/1/2018
0119	2003	INGER LIGHT TRAILER	338475UGN394	ROAD	TRL	X			\$0	7/1/2017	7/1/2018
0125	1996	FREIGHTLINER TRUCK	1FV6HLAC4TH724698	ROAD	MHT	X			\$0	7/1/2017	7/1/2018
0134	2005	FORD F250	1FTSX21Y45EA96181	FACILITIES	LTV	X			\$0	7/1/2017	7/1/2018
0135	2004	DODGE RAM 3500	3D7LU38C24G281694	WEED & PEST	LTV	X			\$0	7/1/2017	7/1/2018
0138	2005	DODGE DURANGO	1D4HB48DX5F551426	ASSESSOR	SUV	X			\$0	7/1/2017	7/1/2018
0139	2005	DODGE DURANGO	1D4HB48D85F551425	IT	SUV	X			\$7,000	7/1/2017	7/1/2018
0140	2005	CHEVROLET PICKUP	1GCHK23UX5F872584	SHERIFF	POL	X			\$0	7/1/2017	7/1/2018
0141	2005	DODGE RAM 2500	3D7KS28D95G828885	ROAD	LTV	X			\$20,587	7/1/2017	7/1/2018
0142	2005	DODGE RAM 2500	3D7KS28D45G858473	ROAD	LTV	X			\$20,587	7/1/2017	7/1/2018
0145	2006	DODGE DURANGO	1D4HB38N66F178812	COMM CORR	SUV	X			\$0	7/1/2017	7/1/2018
0146	2006	DODGE DURANGO	1D8HB48256F146427	COMM CORR	SUV	X			\$0	7/1/2017	7/1/2018
0148	2006	DODGE DURANGO	1D8HB48236F146426	PLANNING	SUV	X			\$0	7/1/2017	7/1/2018
0149	2006	DODGE DURANGO	1D8HB48276F146428	COMM CORR	SUV	X			\$0	7/1/2017	7/1/2018

# Auto Schedule

## Wasco County

Policy # PL-WASC-2017-0 (7/1/2017 To 7/1/2018)

Agent: ISU Insurance Services-The Stratton Agency



citycounty insurance services

### Currently Scheduled Autos

Auto #	Year	Make/Model	VIN	Department	Auto Code	Equip Code	Comp Ded	Coll Ded	Reported Value	Effective Date	Term. Date
0152	1998	BIG TEX UTILITY TRAILER	4K8JX1101W1A25025	WEED & PEST	TRL	X			\$0	7/1/2017	7/1/2018
0153	1998	BEARC UTILITY TRAILER	21098	ROAD	TRL	X			\$0	7/1/2017	7/1/2018
0155	2004	MIRAGE 5X8 TRAILER	5M3BEO81341012764	SHERIFF	TRL	X			\$0	7/1/2017	7/1/2018
0156	2006	EAGLE UTILITY TRAILER	1C9BE26186P694226	SHERIFF	TRL	X			\$0	7/1/2017	7/1/2018
0157	2004	MIRAGE 5X8 TRAILER	5M3BE101741012235	SHERIFF	TRL	X			\$0	7/1/2017	7/1/2018
0158	2006	JEEP CHEROKEE	1J4GR48K46C340464	ROAD	SUV	X			\$21,640	7/1/2017	7/1/2018
0159	2006	CHEVROLET SILVERADO	1GCHK24U66E228182	ROAD	LTV	X			\$0	7/1/2017	7/1/2018
0160	2006	CHEVROLET SILVERADO	1GCHK24U36E225966	ROAD	LTV	X			\$0	7/1/2017	7/1/2018
0161	2006	CHEVROLET SILVERADO	1GCHK24U16E226159	ROAD	LTV	X			\$0	7/1/2017	7/1/2018
0162	2006	CHEVROLET SILVERADO	1GCHK24U76E228708	ROAD	LTV	X			\$0	7/1/2017	7/1/2018
0163	2007	CHEVROLET 3500	1GBJK34U57E131164	ROAD	LTV	X			\$0	7/1/2017	7/1/2018
0166	2006	INTER VAN TRAILER	4RACS16236C008250	SHERIFF	TRL	X			\$0	7/1/2017	7/1/2018
0167	2002	DODGE RAM 3500	3B7MF33662M315970	SHERIFF	POL	X			\$0	7/1/2017	7/1/2018
0169	2007	DODGE DURANGO	1D8HB48257F536784	WEED & PEST	SUV	X			\$0	7/1/2017	7/1/2018
0172	2008	FORD F250	1FTSX21588EA62951	MAINTENANCE	LTV	X			\$0	7/1/2017	7/1/2018
0176	2001	STARCRAFT E350 CHASSIS BUS	1FDWE35L91HB26193	SHERIFF	BLG	X			\$0	7/1/2017	7/1/2018
0177	2008	FORD F250	1FTSX215X8ED00038	ROAD	LTV	X			\$0	7/1/2017	7/1/2018
0179	2008	DODGE DURANGO	1D8HB48258F126794	ASSESSOR	SUV	X			\$0	7/1/2017	7/1/2018
0180	2008	DODGE DURANGO	1D8HB48278F126795	PLANNING	SUV	X			\$0	7/1/2017	7/1/2018
0182	2008	FORD F350	1FDWF37568ED23698	ROAD	LTV	X			\$0	7/1/2017	7/1/2018
0183	2009	DODGE RAM 2500	3D7KS29T39G529663	SHERIFF	POL	X			\$0	7/1/2017	7/1/2018
0184	2009	DODGE DURANGO	1D8HB38P19F714182	ASSESSOR	SUV	X			\$0	7/1/2017	7/1/2018
0185	2009	DODGE DURANGO	1D8HB38P39F714183	YOUTH SRVCS	SUV	X			\$0	7/1/2017	7/1/2018
0186	2010	DODGE CHARGER	2B3AA4CVXAH199282	SHERIFF/S & R	POL	B			\$20,982	7/1/2017	7/1/2018
0187	2010	DODGE CHARGER	2B3AA4CV1AH199283	SHERIFF	POL	B			\$20,982	7/1/2017	7/1/2018
0189	2013	FORD EXPEDITION	1FMJU1G55DEF35247	SHERIFF	POL	B			\$0	7/1/2017	7/1/2018
0190	2002	CHEVROLET SILVERADO	1GCHC24122E218701	ROAD	LTV	X			\$0	7/1/2017	7/1/2018
0191	1993	KENWORTH WATER TRUCK	1XKDD69X3PS592067	ROAD	MHT	X			\$0	7/1/2017	7/1/2018
0192	1999	KENWORTH WATER TRUCK	1NKDLU9X8XJ796922	ROAD	MHT	X			\$0	7/1/2017	7/1/2018



# Auto Schedule

Wasco County

Policy # PL-WASC-2017-0 (7/1/2017 To 7/1/2018)

Agent: ISU Insurance Services-The Stratton Agency



citycounty insurance services

## Currently Scheduled Autos

Auto #	Year	Make/Model	VIN	Department	Auto Code	Equip Code	Comp Ded	Coll Ded	Reported Value	Effective Date	Term. Date
0193	2006	DOUBLE-R UTILITY TRAILER	1D9BU10106N451899	SHERIFF	TRL	X			\$0	7/1/2017	7/1/2018
0195	2010	CHEVROLET TAHOE	1GNUKAE04AR217128	SHERIFF	POL	B			\$28,145	7/1/2017	7/1/2018
0196	2010	CHEVROLET TAHOE	1GNUKAE06AR215817	YOUTH SRVCS	SUV	X			\$28,154	7/1/2017	7/1/2018
0197	2011	DODGE RAM 2500	3D7LT2ET0BG545770	PUBLIC WKS	LTV	C			\$0	7/1/2017	7/1/2018
0198	2011	FORD EXPEDITION	1FMJU1G54BEF31252	SHERIFF	POL	B			\$0	7/1/2017	7/1/2018
0199	2011	FORD EXPEDITION	1FMJU1G56BEF31253	SHERIFF	POL	B			\$0	7/1/2017	7/1/2018
0200	2011	FORD EXPEDITION	1FMJU1G58BEF31254	SHERIFF	POL	B			\$0	7/1/2017	7/1/2018
0204	2012	FORD EXPEDITION	1FMJU1G59CEF29465	FACILITIES	SUV	X			\$0	7/1/2017	7/1/2018
0205	2012	FORD EXPEDITION	1FMJU1G50CEF29466	SHERIFF	POL	B			\$0	7/1/2017	7/1/2018
0206	2012	DODGE RAM 2500	3C6LD5AT9CG181002	ROAD	LTV	X			\$0	7/1/2017	7/1/2018
0207	2012	DODGE RAM 2500	3C6LD5AT7CG181001	ROAD	LTV	X			\$0	7/1/2017	7/1/2018
0208	2012	DODGE RAM 2500	3C6TD5CT1CG193027	ROAD	LTV	X			\$0	7/1/2017	7/1/2018
0210	1978	WHITE 5TH WHEEL TRACTOR	5QPFFH1018172	FAIR	SEM	X			\$0	7/1/2017	7/1/2018
0211	1998	FREIGHTLINER DUMP TRUCK	1FV46EDB1WP960926	ROAD	MHT	H			\$0	7/1/2017	7/1/2018
0212	1998	FREIGHTLINER DUMP TRUCK	1FV46EDB6WP960923	ROAD	MHT	H			\$0	7/1/2017	7/1/2018
0214	2013	FORD EXPLORER	1FM5K8AR9DGC15834	SHERIFF	POL	B			\$0	7/1/2017	7/1/2018
0215	2013	FORD EXPLORER	1FM5K8AR0DGC15835	SHERIFF	POL	B			\$0	7/1/2017	7/1/2018
0217	1991	AMERICAN BOAT TRAILER	1A9DS151XM1A00081	SHERIFF	TRL	X			\$0	7/1/2017	7/1/2018
0220	2010	FORD F350	1FDWD3HY0AEB26170	ROAD	LTV	F			\$25,995	7/1/2017	7/1/2018
0222	1993	EZ LOADER BOAT TRAILER	1ZE1BCT18NAE22264	SHERIFF	TRL	X			\$0	7/1/2017	7/1/2018
0224	2006	MIRAGE ATV TRAILER	5M3BE172961023352	SHERIFF	TRL	X			\$0	7/1/2017	7/1/2018
0225	1978	TRAC PAC SNOWMOBILE UTILITY TRAILER	TP2281301	SHERIFF	TRL	X			\$100	7/1/2017	7/1/2018
0226	2008	PACE UTILITY TRAILER	5VZUB14288L002224	SHERIFF	TRL	X			\$6,800	7/1/2017	7/1/2018
0228	2004	ZIEMAN TRAILER	1ZCF220104BB48712	SHERIFF	TRL	X			\$0	7/1/2017	7/1/2018
0229	2003	LOWBOY DAKOTA HEAVY TRAILER	1DAF3D9N33M016259	ROAD	STR	X			\$0	7/1/2017	7/1/2018
0230	2004	CHRYSLER PACIFICA	2C8GF68474R644175	SHERIFF	POL	B			\$20,000	7/1/2017	7/1/2018
0231	2008	TOYOTA RAV4	JTMBK35V785068321	SHERIFF	POL	X			\$0	7/1/2017	7/1/2018
0232	2014	FORD EXPLORER	1FM5K8AR1EGB74357	SHERIFF	POL	B			\$0	7/1/2017	7/1/2018

# Auto Schedule

## Wasco County

Policy # PL-WASC-2017-0 (7/1/2017 To 7/1/2018)

Agent: ISU Insurance Services-The Stratton Agency



citycounty insurance services

### Currently Scheduled Autos

Auto #	Year	Make/Model	VIN	Department	Auto Code	Equip Code	Comp Ded	Coll Ded	Reported Value	Effective Date	Term. Date
0233	2014	FORD EXPLORER	1FM5K8AR8EGB74355	SHERIFF	POL	B			\$0	7/1/2017	7/1/2018
0235	2014	FORD EXPLORER	1FM5K8ARXEB74356	SHERIFF	POL	B			\$0	7/1/2017	7/1/2018
0236	2014	RIVERWILD BOAT TRAILER (W/RIVERWILD BOAT, SER#71415)	2AALT912700015682	SHERIFF	TRL	X			\$5,500	7/1/2017	7/1/2018
0237	1999	CHEVROLET BLAZER	1GNDT13W7X2164043	SHERIFF	POL	B			\$0	7/1/2017	7/1/2018
0238	2015	FORD EXPLORER	1FM5K8AR4FGC07949	SHERIFF	POL	B			\$0	7/1/2017	7/1/2018
0239	2015	FORD EXPLORER	1FM5K8AR0FGC07947	SHERIFF	POL	B			\$0	7/1/2017	7/1/2018
0240	2015	FORD EXPLORER	1FM5K8AR2FGC07948	SHERIFF	POL	B			\$0	7/1/2017	7/1/2018
0241	2016	FORD EXPLORER	1FM5K8AR2GGB35926	SHERIFF	POL	B			\$0	7/1/2017	7/1/2018
0242	2016	FORD EXPLORER	1FM5K8AR4GGB35927	SHERIFF	POL	B			\$0	7/1/2017	7/1/2018
0243	2016	FORD EXPLORER	1FM5K8AR6GGB35928	SHERIFF	POL	B			\$0	7/1/2017	7/1/2018
0244	2016	FORD EXPLORER	1FM5K8AR8GGB35929	SHERIFF	POL	B			\$0	7/1/2017	7/1/2018
0245	2011	CHRYSLER TOWN & COUNTRY VAN	2A4RR5DGXBR675343	SHERIFF/MINT	POL	X			\$0	7/1/2017	7/1/2018
0246	2008	DODGE DURANGO	1D8HB48238F126793	YOUTH SRVCS	SUV	X			\$0	7/1/2017	7/1/2018
0247	2016	RAM CHASSIS 4500	3C7WRLBJ3GG297121	ROAD	MHT	X			\$0	7/1/2017	7/1/2018
0248	2017	FORD F250	1FT7W2B6XHEB92830	SHERIFF	POL	B			\$0	7/1/2017	7/1/2018
0249	2017	FORD EXPLORER	1FM5K8AR3HGB40697	SHERIFF	POL	B			\$0	7/1/2017	7/1/2018
0250	2017	FORD EXPLORER	1FM5K8AR1HGB40696	SHERIFF	POL	B			\$0	7/1/2017	7/1/2018
0251	2017	FORD EXPLORER	1FM5K8ARXHGB40695	SHERIFF	POL	B			\$0	7/1/2017	7/1/2018

Vehicles: AL (133) APD (0)

### Deleted Autos

Auto #	Year	Make/Model	VIN	Department	Auto Code	Equip Code	Comp Ded	Coll Ded	Reported Value	AL Contribution	APD Contribution	Effective Date	Term. Date
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Vehicles: AL (0) APD (0)

Department Summary	Vehicles	Reported Value
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# Auto Schedule

## Wasco County

Policy # PL-WASC-2017-0 (7/1/2017 To 7/1/2018)

Agent: ISU Insurance Services-The Stratton Agency



citycounty insurance services

ASSESSOR	4	\$0
COMM CORR	3	\$0
FACILITIES	2	\$0
FAIR	3	\$0
HHW	1	\$0
IT	1	\$7,000
MAINTENANCE	1	\$0
PLANNING	2	\$0
PUBLIC WKS	1	\$0
ROAD	60	\$88,809
SHERIFF	44	\$81,527
SHERIFF/MINT	1	\$0
SHERIFF/S & R	1	\$20,982
WEED & PEST	6	\$0
YOUTH SRVCS	3	\$28,154
<b>Total</b>	<b>133</b>	<b>\$226,472</b>

Auto Code	Description	Auto Code	Description	Equip Code	Description	Equip Code	Description
AMB	Paramedic/Ambulance	NAL	Non-Owned AL	A	Special Accessories (eg. 2-Way Radio, Perm. Attached Electronic Equipment (list))	L	Sludge Package
ART	Bus Articulated	NAP	Non-Owned APD	B	Police/Fire/Emergency Vehicle (inc. \$10,000 max for misc. equip)	M	Sewer Inspection/Cleaning Equipment
ATQ	Fire Antique	PMP	Fire Pumper	C	Pickup Truck Special Accessories (eg. tool box, pipe rack, etc.)	N	Water Tank
BLG	Bus Large: 45+	POL	Police Vehicle	D	Utility Box	O	Crane
BMD	Bus Medium: 20-45	PPV	Private Passenger	E	Dump Box (2 Yard)	P	Wheel Chair Lift
BSM	Bus Small: under 20	SEM	Semi	F	Flat Bed (10' - 15' lg)	Q	Welder
GKP	Garage	SSW	Street Sweeper/Sewer Cleaner	G	Flat Bed (16' - 20' lg)	R	Air Compressor/Generator
LAD	Fire Ladder	STR	Semi Trailer	H	Dump Box (6-9 Yard)	S	Misc. Hand Tools or Equipment (\$1,500 max.)
LTV	Light Truck/Van	SUV	SUV	I	Dump Box (10-13 Yard)	T	Misc. Hand Tools or Equipment (\$2,500 max.)
MCY	Motorcycle	TRL	Trailer	J	Garbage Package (10 Yard)	U	Utility Bucket
MHT	Medium/Heavy Truck	UTC	Utility Cart	K	Garbage Package (29 Yard)	V	Cube Box (Van/Truck)
						X	None

# General Liability Schedule

Wasco County



Policy # PL-WASC-2017-0 (7/1/2017 To 7/1/2018)

Agent: ISU Insurance Services-The Stratton Agency

citycounty insurance services

Question	Response
1 Do you own or operate any airports or aircraft? - NO COVERAGE UNDER OUR PROGRAM	No
2 Are member owned vehicles frequently taken out of state?	Yes
3 Number of dams/dikes/levees owned or operated that are classified as "High Hazard" or over 300 feet in length	0
4 Fairgrounds - total annual receipts from all uses	153758
5 Number of events with Liquor sales or service by member - NOT CONTRACTED OUT (Liquor Liability App required)	0
6 Fireworks Displays - NOT CONTRACTED OUT	No
7 Motor Sports of any kind sponsored by entity	Yes
8 Firefighters - Paid - total number	0
9 Firefighters - Non-Paid - total number	0
10 Total Personnel Services for last year - ATTACH LB-1 and UR-1 if applicable or Budget Summary page	10208213
11 Total Materials and Services for last year - ATTACH LB-1 and UR-1 if applicable or Budget Summary page	9212039
12 Total Requirements (Expenditures) - ATTACH LB-1 and UR-1 if applicable or Budget Summary page	53436354
13 Premises - owned or occupied by member - total square feet	255360
14 Storm and sanitary sewer systems - total number of miles	2
15 Water department - millions of gallons delivered annually	0
16 Streets and roads - total miles of paved & unpaved	673.64
17 Conduct blasting operations?	No
18 Any chemical spraying - pesticide/herbicide	Yes
19 EMTs or First Responders - total number	1
20 Hospital exposures, i.e. Nursing Homes, Inpatient/Residential Care Facilities, Group Homes/Shelters - NO COVERAGE UNDER OUR PROGRAM	No
21 Medical Doctors (employed or contracted services) - total number	0
22 Nurses (employed or contracted services) - total number	0
23 Health Care Professionals/ALL OTHER including Clinicians & Mental Health Professionals (employed or contracted) - total number	0
24 Jail Beds - total number occupied/funded	0
25 Jails - Do you contract out your medical services to an insured third party such as Conmed Healthcare Management; Corizon Health or NaphCare	No
26 Law enforcement officers - Paid - total number	17
27 Any other public safety reserves/volunteers - total number	39
28 Marinas - total number of slips	0
29 Watercraft over 25 HP and/or over 26 ft - owned, rented or leased by member	Yes
30 Parks and playgrounds - total area (acres)	112
31 Bridges over 300 feet in length	No
32 Grandstands and/or stadiums - total seats	1480
33 Own or operate ski facilities?	No
34 Amusement parks, devices/zoos/carnivals?	Yes
35 Golf courses - NOT CONTRACTED OUT	No
36 Public transportation operations?	No
37 Own or operate ferry or water taxi?	No
38 Cable access/internet provider	No
39 Electric, gas, or alternate energy (geothermal/solar/wind) utility provider?	No
40 Railroads or trolley lines	No
41 Any Preschool/Day care/Day camp/Youth programs: If yes, approximate number of children enrolled	0

## GL Only Property Schedule

Wasco County

Policy # PL-WASC-2017-0 (7/1/2017 To 7/1/2018)

Agent: ISU Insurance Services-The Stratton Agency



citycounty insurance services

### Currently Scheduled GL Only Properties

GL Property	Address	City	Zipcode	Square Feet	Eff	Term
FORT DALLES MUSEUM	500 W 15TH ST	THE DALLES	97058	2,245	7/1/2017	7/1/2018
ANTIQUE VEHICLE SHOP	500 W 15TH ST	THE DALLES	97058	2,240	7/1/2017	7/1/2018
ANDERSON HOME	500 W 15TH ST	THE DALLES	97058	1,544	7/1/2017	7/1/2018
ANDERSON HOME BARN	500 W 15TH ST	THE DALLES	97058	2,400	7/1/2017	7/1/2018

GL Only Properties: 4

### Deleted GL Only Properties

GL Property	Address	City	Zipcode	Square Feet	Eff	Term
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GL Only Properties: 0

This schedule is based on our information as of 6/5/2017



# General Liability Schedule - Renewal Form

Wasco County

Policy # PL-WASC-2017-0 (7/1/2017 To 7/1/2018)

Agent: ISU Insurance Services-The Stratton Agency



citycounty insurance services

Question	Last Year's Responses	Updated Responses
1 Do you own or operate any airports or aircraft? - NO COVERAGE UNDER OUR PROGRAM	No	
2 Are member owned vehicles frequently taken out of state?	Yes	
3 Number of dams/dikes/levees owned or operated that are classified as "High Hazard" or over 300 feet in length	0	
4 Fairgrounds - total annual receipts from all uses	153758	
5 Number of events with Liquor sales or service by member - NOT CONTRACTED OUT (Liquor Liability App required)	0	
6 Fireworks Displays - NOT CONTRACTED OUT	No	
7 Motor Sports of any kind sponsored by entity	Yes	
8 Firefighters - Paid - total number	0	
9 Firefighters - Non-Paid - total number	0	
10 Total Personnel Services for last year - ATTACH LB-1 and UR-1 if applicable or Budget Summary page	10208213	
11 Total Materials and Services for last year - ATTACH LB-1 and UR-1 if applicable or Budget Summary page	9212039	
12 Total Requirements (Expenditures) - ATTACH LB-1 and UR-1 if applicable or Budget Summary page	53436354	
13 Premises - owned or occupied by member - total square feet	255360	
14 Storm and sanitary sewer systems - total number of miles	2	
15 Water department - millions of gallons delivered annually	0	
16 Streets and roads - total miles of paved & unpaved	673.64	
17 Conduct blasting operations?	No	
18 Any chemical spraying - pesticide/herbicide	Yes	
19 EMTs or First Responders - total number	1	
20 Hospital exposures, i.e. Nursing Homes, Inpatient/Residential Care Facilities, Group Homes/Shelters - NO COVERAGE UNDER OUR PROGRAM	No	
21 Medical Doctors (employed or contracted services) - total number	0	
22 Nurses (employed or contracted services) - total number	0	
23 Health Care Professionals/ALL OTHER including Clinicians & Mental Health Professionals (employed or contracted) - total number	0	
24 Jail Beds - total number occupied	0	
25 Jails - Do you contract out your medical services to an insured third party such as Conmed Healthcare Management; Corizon Health or NaphCare	No	
26 Law enforcement officers - Paid - total number	17	
27 Any other public safety reserves/volunteers - total number	39	
28 Marinas - total number of slips	0	
29 Watercraft over 25 HP and/or over 26 ft - owned, rented or leased by member	Yes	
30 Parks and playgrounds - total area (acres)	112	



# General Liability Schedule - Renewal Form

Wasco County

Policy # PL-WASC-2017-0 (7/1/2017 To 7/1/2018)

Agent: ISU Insurance Services-The Stratton Agency



citycounty insurance services

Question	Last Year's Responses	Updated Responses
31 Bridges over 300 feet in length	No	_____
32 Grandstands and/or stadiums - total seats	1480	_____
33 Own or operate ski facilities?	No	_____
34 Amusement parks, devices/zoos/carnivals?	Yes	_____
35 Golf courses - NOT CONTRACTED OUT	No	_____
36 Public transportation operations?	No	_____
37 Own or operate ferry or water taxi?	No	_____
38 Cable access/internet provider	No	_____
39 Electric, gas, or alternate energy (geothermal/solar/wind) utility provider?	No	_____
40 Railroads or trolley lines	No	_____
41 Any Preschool/Day care/Day camp/Youth programs: If yes, approximate number of children enrolled	0	_____
Total Employees		136 _____

Deleted Mobile Equipment	Item #	Description	Serial Number	Model Number	Department	Deductible	Valuation	Value	Effective Date	Termination Date
	WCSO00 1	RIVERWILD 22' ALUMINUM BOAT W/INBOARD (USED W/2014 RIVERWILD BOAT TRAILER, VIN#15682)	RQC22447141 5		SHERIFF	\$5,000	RV	\$54,360.00	7/1/2017	7/1/2018
Mobile Equipment Items: 1								Totals: \$54,360.00		

# Property Schedule

## Wasco County

Policy # PL-WASC-2017-0 (7/1/2017 To 7/1/2018)

Agent: ISU Insurance Services-The Stratton Agency



citycounty insurance services

### Currently Scheduled Properties

Code	Location	Address	Bldg Val	Cont Val	PIO Val	Is Vcnt	Year Built	Area	CC / FPC	Ded	Building Value	Content Value	PIO Value	TIV*	Eff Date	Term Date
001.01	COURTHOUSE (W/PIO VALUE)	511 WASHINGTON ST - (THE DALLES)	HRV	GRV	GRV	N	1912	42220	C - 5/6	\$5,000	\$13,677,117	\$2,188,352	\$52,621	\$15,918,090	7/1/17	7/1/18
002.01	ANNEX C - MID COLUMBIA CENTER FOR LIVING; 911; EMERGENCY MANAGEMENT (W/PIO VALUE)	425 E 7TH ST - (THE DALLES)	FRV	GRV	GRV	N	1937	12360	C - 5/6	\$5,000	\$2,484,499	\$3,152,412	\$68,175	\$5,705,086	7/1/17	7/1/18
002.02	ANNEX B - PAROLE & PROBATION	421 E 7TH ST - (THE DALLES)	FRV	GRV	N/A	N	1937	7215	A - 5/6	\$5,000	\$1,382,892	\$280,982	\$0	\$1,663,874	7/1/17	7/1/18
002.03	ANNEX A - HEALTH DEPT/MENTAL HEALTH	419 E 7TH ST - (THE DALLES)	FRV	GRV	N/A	N	1929	13880	C - 5/6	\$5,000	\$2,686,600	\$229,472	\$0	\$2,916,072	7/1/17	7/1/18
004.01	YOUTH SERVICES OFFICE	202 E 5TH ST - (THE DALLES)	FRV	GRV	N/A	N	1898	3850	D - 5/6	\$5,000	\$505,202	\$109,585	\$0	\$614,787	7/1/17	7/1/18
004.02	YOUTH AUTHORITY OFFICE	606 COURT ST - (THE DALLES)	FRV	GRV	N/A	N	1910	2046	D - 5/6	\$5,000	\$211,149	\$48,232	\$0	\$259,380	7/1/17	7/1/18
004.03	COMMISSION ON CHILDREN & FAMILIES	610 COURT ST - (THE DALLES)	FRV	GRV	N/A	N	1910	2007	D - 5/6	\$5,000	\$204,182	\$113,827	\$0	\$318,009	7/1/17	7/1/18
004.04	CHILDREN & FAMILIES GARAGE	610 COURT ST - (THE DALLES)	GRV	GRV	N/A	N	1960	783	D - 5/6	\$5,000	\$51,410	\$11,042	\$0	\$62,452	7/1/17	7/1/18
008.01	PUBLIC WORKS OFFICES/SHOPS (W/PIO VALUE)	2705 E 2ND ST - (THE DALLES)	GRV	GRV	GRV	N	1975	23412	B - 5/6	\$5,000	\$3,437,030	\$1,416,828	\$66,862	\$4,920,720	7/1/17	7/1/18
008.02	LUBE BUILDING	2705 E 2ND ST - (THE DALLES)	RV	RV	N/A	N	1990	680	D - 5/6	\$5,000	\$49,638	\$8,328	\$0	\$57,966	7/1/17	7/1/18
008.03	EQUIPMENT SHELTER	2705 E 2ND ST - (THE DALLES)	GRV	GRV	N/A	N	1990	7200	B - 5/6	\$5,000	\$203,646	\$16,077	\$0	\$219,723	7/1/17	7/1/18
008.04	VEHICLE SHELTER	2705 E 2ND ST - (THE DALLES)	GRV	N/A	N/A	N	1990	7200	B - 5/6	\$5,000	\$184,527	\$0	\$0	\$184,527	7/1/17	7/1/18
008.05	FUEL SHELTERS (2); GAS PUMPS (4); GAS TANK - 10,000 G; DIESEL TANK - 12,000 G	2705 E 2ND ST - (THE DALLES)	N/A	N/A	RV	N	1990	0	D - 5/6	\$5,000	\$0	\$0	\$136,956	\$136,956	7/1/17	7/1/18
008.06	SIGN BUILDING	2705 E 2ND ST - (THE DALLES)	GRV	GRV	N/A	N	2006	2700	D - 5/6	\$5,000	\$133,442	\$37,514	\$0	\$170,955	7/1/17	7/1/18
009.01	STORAGE BARN (CONTENTS ONLY)	W 10TH ST/WALNUT ST - (THE DALLES)	N/A	RV	N/A	N	1950	7224	D - 5/6	\$5,000	\$0	\$331,257	\$0	\$331,257	7/1/17	7/1/18



# Property Schedule

Wasco County

Policy # PL-WASC-2017-0 (7/1/2017 To 7/1/2018)

Agent: ISU Insurance Services-The Stratton Agency



citycounty insurance services

## Currently Scheduled Properties

Code	Location	Address	Bldg Val	Cont Val	PIO Val	Is Vcnt	Year Built	Area	CC / FPC	Ded	Building Value	Content Value	PIO Value	TIV*	Eff Date	Term Date
009.02	STORAGE UNITS	W 10TH ST/WALNUT ST - (THE DALLES)	GRV	GRV	N/A	N	1970	6000	B - 5/6	\$5,000	\$335,724	\$186,850	\$0	\$522,574	7/1/17	7/1/18
010.01	MOSIER ROAD SHOP (W/PIO VALUE)	STATE RD - (MOSIER)	GRV	GRV	RV	N	1950	1272	C - 5/6	\$5,000	\$109,326	\$47,267	\$35,692	\$192,285	7/1/17	7/1/18
011.01	DUFUR ROAD SHOP (W/PIO VALUE)	60 HEIMRICH ST - (DUFUR)	GRV	GRV	RV	N	1950	1164	D - 2/3/4	\$5,000	\$128,618	\$43,302	\$43,409	\$215,329	7/1/17	7/1/18
011.02	TRUCK/EQUIPMENT SHOP	60 HEIMRICH ST - (DUFUR)	GRV	GRV	N/A	N	2000	1164	D - 2/3/4	\$5,000	\$75,027	\$16,077	\$0	\$91,105	7/1/17	7/1/18
012.01	WAMIC ROAD SHOP (W/PIO VALUE)	56801 WAMIC MARKET RD - (WAMIC)	GRV	GRV	RV	N	1950	2028	D - 9/10	\$5,000	\$134,513	\$44,824	\$66,453	\$245,790	7/1/17	7/1/18
013.01	ANTELOPE ROAD SHOP (W/PIO VALUE)	NE OF 293 & 218 - (ANTELOPE)	GRV	GRV	RV	N	1950	1680	D - 5/6	\$5,000	\$139,337	\$62,487	\$32,369	\$234,193	7/1/17	7/1/18
014.01	NURSING HOME (W/PIO VALUE)	1015 WEBBER ST - (THE DALLES)	GRV	N/A	GRV	N	1964	40667	D - 5/6	\$5,000	\$10,119,392	\$0	\$52,520	\$10,171,912	7/1/17	7/1/18
014.02	SHOP	1015 WEBBER ST - (THE DALLES)	GRV	N/A	N/A	N	1990	1800	C - 5/6	\$5,000	\$160,773	\$0	\$0	\$160,773	7/1/17	7/1/18
014.03	PICNIC SHELTER	1015 WEBBER ST - (THE DALLES)	RV	N/A	N/A	N	2017	1000	C - 5/6	\$5,000	\$100,000	\$0	\$0	\$100,000	7/1/17	7/1/18
015.02	DEW DROP INN CAFE	81849 FAIRGROUNDS RD - (TYGH VALLEY)	GRV	GRV	N/A	N	1975	1314	DF - 9/10	\$5,000	\$133,978	\$36,077	\$0	\$170,055	7/1/17	7/1/18
015.03	RESTROOM/SHOWER #1	81849 FAIRGROUNDS RD - (TYGH VALLEY)	GRV	N/A	N/A	N	1980	1155	CF - 9/10	\$5,000	\$214,686	\$0	\$0	\$214,686	7/1/17	7/1/18
015.04	RESTROOM/SHOWER #2	81849 FAIRGROUNDS RD - (TYGH VALLEY)	GRV	N/A	N/A	N	1995	1440	CF - 9/10	\$5,000	\$282,396	\$0	\$0	\$282,396	7/1/17	7/1/18
015.05	GRANDSTANDS	81849 FAIRGROUNDS RD - (TYGH VALLEY)	GRV	N/A	N/A	N	1960	3700	B - 9/10	\$5,000	\$342,794	\$0	\$0	\$342,794	7/1/17	7/1/18
015.06	COMMERCIAL DISPLAY BUILDING	81849 FAIRGROUNDS RD - (TYGH VALLEY)	FRV	GRV	N/A	N	1940	5000	B - 9/10	\$5,000	\$422,483	\$78,810	\$0	\$501,293	7/1/17	7/1/18
015.07	TEXTILES & CRAFTS BUILDING	81849 FAIRGROUNDS RD - (TYGH VALLEY)	GRV	GRV	N/A	N	1975	1984	B - 9/10	\$5,000	\$109,326	\$16,077	\$0	\$125,403	7/1/17	7/1/18

# Property Schedule

Wasco County

Policy # PL-WASC-2017-0 (7/1/2017 To 7/1/2018)

Agent: ISU Insurance Services-The Stratton Agency



citycounty insurance services

## Currently Scheduled Properties

Code	Location	Address	Bldg Val	Cont Val	PIO Val	Is Vcnt	Year Built	Area	CC / FPC	Ded	Building Value	Content Value	PIO Value	TIV*	Eff Date	Term Date
015.08	4-H EXHIBIT BUILDING	81849 FAIRGROUNDS RD - (TYGH VALLEY)	FRV	GRV	N/A	N	1940	3120	DF - 9/10	\$5,000	\$257,449	\$16,160	\$0	\$273,609	7/1/17	7/1/18
015.09	OPEN CLASS EXHIBIT BUILDING	81849 FAIRGROUNDS RD - (TYGH VALLEY)	FRV	GRV	N/A	N	1940	3120	DF - 9/10	\$5,000	\$257,449	\$16,160	\$0	\$273,609	7/1/17	7/1/18
015.10	SHEEP & CATTLE SHELTER	81849 FAIRGROUNDS RD - (TYGH VALLEY)	GRV	N/A	N/A	N	1950	10200	DF - 9/10	\$5,000	\$381,073	\$0	\$0	\$381,073	7/1/17	7/1/18
015.11	POULTRY/SMALL ANIMAL BARN	81849 FAIRGROUNDS RD - (TYGH VALLEY)	GRV	GRV	N/A	N	1950	3400	DF - 9/10	\$5,000	\$269,367	\$16,867	\$0	\$286,234	7/1/17	7/1/18
015.12	GOAT BARN	81849 FAIRGROUNDS RD - (TYGH VALLEY)	GRV	GRV	N/A	N	1950	3400	DF - 9/10	\$5,000	\$269,367	\$21,016	\$0	\$290,383	7/1/17	7/1/18
015.13	SWINE BARN	81849 FAIRGROUNDS RD - (TYGH VALLEY)	GRV	GRV	N/A	N	1950	3400	DF - 9/10	\$5,000	\$272,094	\$21,016	\$0	\$293,110	7/1/17	7/1/18
015.14	SHEEP ARENA	81849 FAIRGROUNDS RD - (TYGH VALLEY)	GRV		N/A	N	1970	2760	DF - 9/10	\$5,000	\$85,684	\$0	\$0	\$85,684	7/1/17	7/1/18
015.15	SWINE ARENA	81849 FAIRGROUNDS RD - (TYGH VALLEY)	GRV		N/A	N	1960	1610	DF - 9/10	\$5,000	\$53,695	\$0	\$0	\$53,695	7/1/17	7/1/18
015.16	FAIR OFFICE	81849 FAIRGROUNDS RD - (TYGH VALLEY)	GRV	GRV	N/A	N	1975	672	DF - 9/10	\$5,000	\$68,547	\$21,651	\$0	\$90,198	7/1/17	7/1/18
015.23	PHOTOGRAPHY & FINE ARTS BUILDING	81849 FAIRGROUNDS RD - (TYGH VALLEY)	GRV	GRV	N/A	N	1980	3200	DF - 9/10	\$5,000	\$222,939	\$8,575	\$0	\$231,513	7/1/17	7/1/18
015.24	CARETAKER'S MANUFACTURED HOME	81849 FAIRGROUNDS RD - (TYGH VALLEY)	GRV	N/A	N/A	N	1990	1344	D - 9/10	\$5,000	\$108,039	\$0	\$0	\$108,039	7/1/17	7/1/18
015.25	CARETAKER'S GARAGE	81849 FAIRGROUNDS RD - (TYGH VALLEY)	GRV	GRV	N/A	N	1980	720	D - 9/10	\$5,000	\$29,475	\$21,436	\$0	\$50,911	7/1/17	7/1/18
015.26	KEN WEBB MEMORIAL KITCHEN	81849 FAIRGROUNDS RD - (TYGH VALLEY)	GRV	GRV	N/A	N	2011	612	DF - 9/10	\$5,000	\$56,806	\$5,359	\$0	\$62,166	7/1/17	7/1/18



# Property Schedule

Wasco County

Policy # PL-WASC-2017-0 (7/1/2017 To 7/1/2018)

Agent: ISU Insurance Services-The Stratton Agency



citycounty insurance services

## Currently Scheduled Properties

Code	Location	Address	Bldg Val	Cont Val	PIO Val	Is Vcnt	Year Built	Area	CC / FPC	Ded	Building Value	Content Value	PIO Value	TIV*	Eff Date	Term Date
015.27	PUMP HOUSE	81849 FAIRGROUNDS RD - (TYGH VALLEY)	GRV	N/A	N/A	N	1997	132	DF - 9/10	\$5,000	\$27,546	\$0	\$0	\$27,546	7/1/17	7/1/18
015.28	LIGHT POLES W/LIGHTS - PER APPRAISAL 12/31/15	81849 FAIRGROUNDS RD - (TYGH VALLEY)	N/A	N/A	GRV	N	1980	0	DF - 9/10	\$5,000	\$0	\$0	\$120,695	\$120,695	7/1/17	7/1/18
016.01	DWELLING (W/PIO VALUE)	1915 W 10TH ST - (THE DALLES)	FRV	N/A	GRV	N	1925	2400	D - 5/6	\$5,000	\$219,723	\$0	\$6,538	\$226,261	7/1/17	7/1/18
019.01	HWR BUILDING (SEE NORTH CENTRAL PUBLIC HEALTH FOR APPRAISAL DETAIL)	3440 GUIGNARD DR - (HOOD RIVER)	GRV	GRV	N/A	N	2008	496	B - 5/6	\$5,000	\$112,601	\$9,066	\$0	\$121,667	7/1/17	7/1/18
020.01	HWR BUILDING (SEE NORTH CENTRAL PUBLIC HEALTH FOR APPRAISAL DETAIL)	1317 W 1ST ST - (THE DALLES)	GRV	GRV	N/A	N	2008	2200	B - 5/6	\$5,000	\$211,912	\$12,878	\$0	\$224,790	7/1/17	7/1/18
<b>Properties: 48</b>											<b>\$40,923,472</b>	<b>\$8,645,862</b>	<b>\$682,289</b>	<b>\$50,251,624</b>		

## Deleted Properties

Code	Location	Address	Bldg Val	Cont Val	PIO Val	Is Vcnt	Year Built	Area	CC / FPC	Ded	Building Value	Content Value	PIO Value	TIV*	Total Contrib	Eff Date	Term Date
<b>Properties: 0</b>																	

\*Only active record values are included in the Total Insured Values.  
This schedule is based on our information as of 6/5/2017

# Property Schedule

Wasco County

Policy # PL-WASC-2017-0 (7/1/2017 To 7/1/2018)

Agent: ISU Insurance Services-The Stratton Agency



citycounty insurance services

## Construction Class Codes

A - Fire Resistive & Modified Fire Resistive  
B - Masonry Noncombustible & Noncombustible  
C - Joisted Masonry  
D - Wood Frame\*  
\*Chain link fencing and most land improvements are coded with this Construction Class Code.

## Building & Contents Valuation Codes

ACV = Actual Cash Value  
FRV = Functional Replacement Value  
GRV = Guaranteed Replacement Value  
HRV = Historic Replacement Value  
RV = Replacement Value

## Legend

Bldg Val = Building Valuation  
Cont Val = Contents Valuation  
PIO Val = Property in Open Valuation  
CC / FPC = Construction Class / Fire Protection Class  
TIV = Total Insured Value

## Fire Protection Class (FPC) Codes

Fire Protection Class is determined by the level of fire protection in your area. Your local fire department should be able to tell you which Fire Protection Class your property is in.



**Workers' compensation insurance proposal for  
WASCO COUNTY**

MIKE COURTNEY  
ISU INS SVCS-THE STRATTON AGCY  
P: 541.296.4604  
F: 541.298.5351  
[mikec@stratton-insurance.com](mailto:mikec@stratton-insurance.com)





June 02, 2017

MIKE COURTNEY  
PO BOX 580  
THE DALLES, OR 97058-0580

Re: WASCO COUNTY

Policy: 482892

Dear MIKE COURTNEY:

This business's workers' compensation policy with SAIF Corporation renews on 07/01/2017. I authorized the rates and plan(s) shown on the enclosed premium estimate(s).

**To elect coverage**

Sign and return the *Notice of Election* before the effective date of 07/01/2017.

**To elect a premium prepayment discount**

Remit the first payment to SAIF by 07/10/2017 along with the enclosed prepay installment form. The business will not receive the prepay discount if the payment is late.

**Verifiable time records**

Oregon Administrative Rules require you to report wages under the highest rated classification applicable to any part of the worker's duties if you choose not to keep verifiable time records.

In most instances, if you have more than one classification on your insurance policy and your workers shift duties between those classifications, you can use verifiable time records to separate the payroll of the workers and report it in more than one classification on the payroll report.

Verifiable time records must be supported by original entries from other records, including, but not limited to, timecards, calendars, planners, or daily logs prepared by the employee or the employee's direct supervisor or manager. Estimated percentages or ratios will not be accepted. For more information on how to keep verifiable time records, go to [saif.com](http://saif.com) / *Employer Guide / Reporting payroll / Verifiable time records*.

SAIF Corporation strives to provide our customers with the best services available at the lowest possible cost. We appreciate your confidence in us and look forward to working with you and our mutual customers to achieve this goal. Please feel free to contact me whenever you need assistance.

Sincerely,

Deserie Staats  
Underwriter  
P: 503.373.8833 or 800.285.8525  
F: 503.584.8833  
[dessta@saif.com](mailto:dessta@saif.com)

**WASCO COUNTY**
**Premium estimate for Guaranteed Cost Plan**
**Period:** 07/01/2017 - 07/01/2018

**Policy:** 482892

**Plan:** 1

Class	Description	Estimated Payroll	Rate	Estimated Premium
0050	Weed Control Incl Dr	\$51,187	4.17	\$2,135
5506	Street/Rd Const-Fnl Grad/Pve/Rep/Dr	\$627,733	7.05	\$44,255
7024 M	Vessels-Noc-State Act	\$6,009	3.91	\$235
7720	Police Officers & Dr	\$1,273,310	2.73	\$34,761
8380	City/County-Veh/Equip Repr Shop-Dr	\$75,653	3.15	\$2,383
8742	Field Representatives	\$42,637	.23	\$98
8810	Office Clerical	\$3,400,708	.13	\$4,421
8820	Attorney & Cler/Messenger/Dr	\$399,247	.13	\$519
9015	Buildings-Ops By Owner/Lessee & Drivers	\$89,326	2.83	\$2,528
9016	County Fairs/Dr	\$19,847	2.33	\$462
9101	College/Schools-All Other Emp	\$56,462	3.34	\$1,886
9410	Municipal/Twn/Cnty/State Emp-Noc	\$779,084	1.40	\$10,907
0042	Street/Rd Beautificatn Incl Dr	\$0	5.64	\$0
5213	Concrete Construction Noc	\$0	4.71	\$0
5507	Street/Rd Const-Rdbed/Subase-Dr	\$0	5.27	\$0
5508	Street/Rd Const-Rock Excav-Dr	\$0	11.70	\$0
7720	Police Matrons/Juvenile Officers/Dr	\$0	2.73	\$0
7720	Inmates	\$0	2.73	\$0
7720	County Search And Rescue- Volunteer	\$0	2.73	\$0
8411	Vol Dpty Sheriff @3400/Mo Ea	\$0	1.59	\$0
8831	Dog Pounds-Incl Dog Catcher/Dr	\$0	1.27	\$0
9102	Park Noc-All Employees & Dr	\$0	3.30	\$0
9402	Highway Oper/Snow Remvl Only/Dr	\$0	5.04	\$0
7720	Vol Emergency Management	\$0	2.73	\$0
7720	Vol Explorer Scouts	\$0	2.73	\$0
7720	Vol Police Cadet	\$0	2.73	\$0
8810	Vol Election Poll Workers	\$6,568	.13	\$9
8835	Vol Health Care Workers	\$0	3.02	\$0

**Total Payroll** \$6,827,771

**Manual Premium** \$104,599

Experience Rating Modification x .74

**Standard Premium** \$77,403

Premium Discount - \$11,758

**Discounted Premium** \$65,646

Terrorism Premium + \$683

Catastrophe Premium + \$683

DCBS Premium Assessment @ 6.8% + \$4,547

## WASCO COUNTY

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### Premium estimate for Guaranteed Cost Plan

Period: 07/01/2017 - 07/01/2018

Policy: 482892

Plan: 1

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**Total Premiums and Assessments**

**\$71,558**

Premium discount schedule		
First	\$5,000	0.0%
Next	\$10,000	10.5%
Next	\$35,000	16.5%
Over	\$50,000	18.0%

First	\$5,000	0.0%
Next	\$10,000	10.5%
Next	\$35,000	16.5%
Over	\$50,000	18.0%

Payroll Reporting Frequency: Monthly

Maritime coverage at limit of \$500,000 with \$100 minimum premium.

Terrorism premium = total payroll / 100 x .01

Catastrophe premium = total payroll / 100 x .01

DCBS Premium Assessment excludes federal premium.

Premium and rating factors will change on your rating effective date to those in effect at that time.

Your policy premium is based on your current estimated premium and may be prorated for policies issued for less than a full year or adjusted based on actual payroll by classification.

**WASCO COUNTY**
**Premium estimate for Guaranteed Cost Plan**
**Period:** 07/01/2017 - 07/01/2018

**Policy:** 482892

**Plan:** 2

Class	Description	Estimated Payroll	Rate	Estimated Premium
0050	Weed Control Incl Dr	\$51,187	4.17	\$2,135
5506	Street/Rd Const-Fnl Grad/Pve/Rep/Dr	\$627,733	7.05	\$44,255
7024 M	Vessels-Noc-State Act	\$6,009	3.91	\$235
7720	Police Officers & Dr	\$1,273,310	2.73	\$34,761
8380	City/County-Veh/Equip Repr Shop-Dr	\$75,653	3.15	\$2,383
8742	Field Representatives	\$42,637	.23	\$98
8810	Office Clerical	\$3,400,708	.13	\$4,421
8820	Attorney & Cler/Messenger/Dr	\$399,247	.13	\$519
9015	Buildings-Ops By Owner/Lessee & Drivers	\$89,326	2.83	\$2,528
9016	County Fairs/Dr	\$19,847	2.33	\$462
9101	College/Schools-All Other Emp	\$56,462	3.34	\$1,886
9410	Municipal/Twn/Cnty/State Emp-Noc	\$779,084	1.40	\$10,907
0042	Street/Rd Beautificatn Incl Dr	\$0	5.64	\$0
5213	Concrete Construction Noc	\$0	4.71	\$0
5507	Street/Rd Const-Rdbed/Subbase-Dr	\$0	5.27	\$0
5508	Street/Rd Const-Rock Excav-Dr	\$0	11.70	\$0
7720	Police Matrons/Juvenile Officers/Dr	\$0	2.73	\$0
7720	Inmates	\$0	2.73	\$0
7720	County Search And Rescue- Volunteer	\$0	2.73	\$0
8411	Vol Dpty Sheriff @3400/Mo Ea	\$0	1.59	\$0
8831	Dog Pounds-Incl Dog Catcher/Dr	\$0	1.27	\$0
9102	Park Noc-All Employees & Dr	\$0	3.30	\$0
9402	Highway Oper/Snow Remvl Only/Dr	\$0	5.04	\$0
7720	Vol Emergency Management	\$0	2.73	\$0
7720	Vol Explorer Scouts	\$0	2.73	\$0
7720	Vol Police Cadet	\$0	2.73	\$0
8810	Vol Election Poll Workers	\$6,568	.13	\$9
8835	Vol Health Care Workers	\$0	3.02	\$0

**Total Payroll** \$6,827,771

**Manual Premium** \$104,599

 Experience Rating Modification x .74  
**Modified Premium** \$77,403

 Quarterly Prepay Discount (1.0%) - \$774  
**Standard Premium** \$76,629

 Premium Discount - \$11,618  
**Discounted Premium** \$65,011

 Terrorism Premium + \$683  
 Catastrophe Premium + \$683

## WASCO COUNTY

### Premium estimate for Guaranteed Cost Plan

Period: 07/01/2017 - 07/01/2018

Policy: 482892

Plan: 2

DCBS Premium Assessment @ 6.8%	+	\$4,504
<b>Total Premiums and Assessments</b>		<b>\$70,880</b>
Quarterly Prepay Installment		\$17,720

#### Premium discount schedule

First	\$5,000	0.0%
Next	\$10,000	10.5%
Next	\$35,000	16.5%
Over	\$50,000	18.0%

Payroll Reporting Frequency: Annual

Maritime coverage at limit of \$500,000 with \$100 minimum premium.

Terrorism premium = total payroll / 100 x .01

Catastrophe premium = total payroll / 100 x .01

DCBS Premium Assessment excludes federal premium.

Premium and rating factors will change on your rating effective date to those in effect at that time.

Your policy premium is based on your current estimated premium and may be prorated for policies issued for less than a full year or adjusted based on actual payroll by classification.

## WASCO COUNTY

### Premium estimate for Guaranteed Cost Plan

Period: 07/01/2017 - 07/01/2018

Policy: 482892

Plan: 3

Class	Description	Estimated Payroll	Rate	Estimated Premium
0050	Weed Control Incl Dr	\$51,187	4.17	\$2,135
5506	Street/Rd Const-Fnl Grad/Pve/Rep/Dr	\$627,733	7.05	\$44,255
7024 M	Vessels-Noc-State Act	\$6,009	3.91	\$235
7720	Police Officers & Dr	\$1,273,310	2.73	\$34,761
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8742	Field Representatives	\$42,637	.23	\$98
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8820	Attorney & Cler/Messenger/Dr	\$399,247	.13	\$519
9015	Buildings-Ops By Owner/Lessee & Drivers	\$89,326	2.83	\$2,528
9016	County Fairs/Dr	\$19,847	2.33	\$462
9101	College/Schools-Al Other Emp	\$56,462	3.34	\$1,886
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5213	Concrete Construction Noc	\$0	4.71	\$0
5507	Street/Rd Const-Rdbed/Subase-Dr	\$0	5.27	\$0
5508	Street/Rd Const-Rock Excav-Dr	\$0	11.70	\$0
7720	Police Matrons/Juvenile Officers/Dr	\$0	2.73	\$0
7720	Inmates	\$0	2.73	\$0
7720	County Search And Rescue- Volunteer	\$0	2.73	\$0
8411	Vol Dpty Sheriff @3400/Mo Ea	\$0	1.59	\$0
8831	Dog Pounds-Incl Dog Catcher/Dr	\$0	1.27	\$0
9102	Park Noc-All Employees & Dr	\$0	3.30	\$0
9402	Highwy Oper/Snow Remvl Only/Dr	\$0	5.04	\$0
7720	Vol Emergency Management	\$0	2.73	\$0
7720	Vol Explorer Scouts	\$0	2.73	\$0
7720	Vol Police Cadet	\$0	2.73	\$0
8810	Vol Election Poll Workers	\$6,568	.13	\$9
8835	Vol Health Care Workers	\$0	3.02	\$0

**Total Payroll** \$6,827,771

**Manual Premium** \$104,599

Experience Rating Modification x .74  
**Modified Premium** \$77,403

Annual Prepay Discount (3.5%) - \$2,709  
**Standard Premium** \$74,694

Premium Discount - \$11,270  
**Discounted Premium** \$63,424

Terrorism Premium + \$683  
 Catastrophe Premium + \$683

## WASCO COUNTY

### Premium estimate for Guaranteed Cost Plan

Period: 07/01/2017 - 07/01/2018

Policy: 482892

Plan: 3

DCBS Premium Assessment @ 6.8%	+	\$4,396
<b>Total Premiums and Assessments</b>		<b>\$69,186</b>
Annual Prepay Installment		\$69,186

#### Premium discount schedule

First	\$5,000	0.0%
Next	\$10,000	10.5%
Next	\$35,000	16.5%
Over	\$50,000	18.0%

Payroll Reporting Frequency: Annual

Maritime coverage at limit of \$500,000 with \$100 minimum premium.

Terrorism premium = total payroll / 100 x .01

Catastrophe premium = total payroll / 100 x .01

DCBS Premium Assessment excludes federal premium.

Premium and rating factors will change on your rating effective date to those in effect at that time.

Your policy premium is based on your current estimated premium and may be prorated for policies issued for less than a full year or adjusted based on actual payroll by classification.



## WASCO COUNTY

### Notice of Election for Guaranteed Cost Plan

**Period:** 07/01/2017 - 07/01/2018

**Policy:** 482892

**Plan:** 1

**Agency:** ISU INS SVCS-THE STRATTON AGCY

**Producer:** MIKE COURTNEY

**Premium Estimate:**

Manual premium	\$104,599
Standard premium	\$77,403
Premium discount	\$11,758
Total premiums and assessments	\$71,558

**Payroll reporting frequency:** Monthly

Please visit [saif.com](http://saif.com) and choose *Safety and health* for information about safety or choose *Employer Guide* for information about reporting payroll, paying online, filing and managing a claim, and coverage.

I, the undersigned, as a legal representative of the company listed above, do hereby authorize SAIF Corporation to issue the policy and determine workers' compensation premiums according to the plan selection on this form. I have read, understand, and agree to the terms and conditions of this plan as set forth in the proposal.

\_\_\_\_\_  
Authorized signature of insured

\_\_\_\_\_  
Date signed

**Please return this page to:**

**SAIF CORPORATION**  
**400 High St SE**  
**Salem, OR 97312-1000**





## WASCO COUNTY

### Notice of Election for Guaranteed Cost Plan

**Period:** 07/01/2017 - 07/01/2018

**Policy:** 482892

**Plan:** 2

**Agency:** ISU INS SVCS-THE STRATTON AGCY

**Producer:** MIKE COURTNEY

**Premium Estimate:**

Modified premium	\$77,403
Quarterly prepay discount (1.0%)	\$774
Standard premium	\$76,629
Premium discount	\$11,618
Total premiums and assessments	\$70,880

**Payroll reporting frequency:** Annual

Please visit [saif.com](http://saif.com) and choose *Safety and health* for information about safety or choose *Employer Guide* for information about reporting payroll, paying online, filing and managing a claim, and coverage.

I, the undersigned, as a legal representative of the company listed above, do hereby authorize SAIF Corporation to issue the policy and determine workers' compensation premiums according to the plan selection on this form. I have read, understand, and agree to the terms and conditions of this plan as set forth in the proposal.

\_\_\_\_\_  
Authorized signature of insured

\_\_\_\_\_  
Date signed

**Please return this page to:**

**SAIF CORPORATION**  
**400 High St SE**  
**Salem, OR 97312-1000**



## WASCO COUNTY

### Prepay Installment

**Period:** 07/01/2017 - 07/01/2018

**Policy:** 482892

**Plan:** 2

**Please return this page with remittance.**

Quarterly prepay installment due by **07/10/2017: \$17,720**

Write the quote or policy number indicated in this document on your check. Make check or money order payable to:

SAIF CORPORATION  
400 High St SE  
Salem, OR 97312-1000

**SAIF use only**

Date received _____	Amount received _____	DESSTA
Bond Company _____	Bond no. _____	Check no. _____



## WASCO COUNTY

### Notice of Election for Guaranteed Cost Plan

Period: 07/01/2017 - 07/01/2018

Policy: 482892

Plan: 3

Agency: ISU INS SVCS-THE STRATTON AGCY

Producer: MIKE COURTNEY

#### Premium Estimate:

Modified premium	\$77,403
Annual prepay discount (3.5%)	\$2,709
Standard premium	\$74,694
Premium discount	\$11,270
Total premiums and assessments	\$69,186

Payroll reporting frequency: Annual

Please visit [saif.com](http://saif.com) and choose *Safety and health* for information about safety or choose *Employer Guide* for information about reporting payroll, paying online, filing and managing a claim, and coverage.

I, the undersigned, as a legal representative of the company listed above, do hereby authorize SAIF Corporation to issue the policy and determine workers' compensation premiums according to the plan selection on this form. I have read, understand, and agree to the terms and conditions of this plan as set forth in the proposal.

\_\_\_\_\_  
Authorized signature of insured

\_\_\_\_\_  
Date signed

Please return this page to:

**SAIF CORPORATION**  
400 High St SE  
Salem, OR 97312-1000



## WASCO COUNTY

### Prepay Installment

**Period:** 07/01/2017 - 07/01/2018

**Policy:** 482892

**Plan:** 3

**Please return this page with remittance.**

Annual prepay installment due by **07/10/2017: \$69,186**

Write the quote or policy number indicated in this document on your check. Make check or money order payable to:

SAIF CORPORATION  
400 High St SE  
Salem, OR 97312-1000

**SAIF use only**

Date received _____	Amount received _____	DESSTA
Bond Company _____	Bond no. _____	Check no. _____

## **WASCO COUNTY**

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### **Plan description for Guaranteed Cost Plan**

**Period:** 07/01/2017 - 07/01/2018

**Policy:** 482892

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#### **Guaranteed Cost Plan**

SAIF Corporation's Guaranteed Cost Plan is a simple, no-risk plan that allows purchasers to know their insurance costs throughout the policy period. It may provide a premium discount based on volume.

#### **Premium payment terms – Plan 1**

We will send a payroll report to you at the end of each reporting period. Return the completed payroll report to us by the indicated due date or you may go to **saif.com** to submit payroll figures online where SAIF makes it easy by doing all the calculations for you.

Your premium, including the terrorism premium, catastrophe premium, and the Department of Consumer and Business Services premium assessment, is payable with each payroll report.

SAIF adds interest at the rate of one percent per month to any past due balance.

#### **The Prepay advantage and payment terms - Plan 2, 3**

SAIF Corporation offers additional savings in exchange for paying premiums in advance. A 3.5 percent discount is offered for annual prepay plans and a 1 percent discount is offered for quarterly prepay plans.

SAIF uses estimated premium paid in advance during the policy year to calculate the prepay discount even when your standard premium changes during the policy period.

The terrorism premium, catastrophe premium, and the Department of Consumer and Business Services (DCBS) premium assessment will also be estimated and paid with your prepay installments. The prepay discount does not apply to the terrorism premiums or the DCBS premium assessment.

If SAIF does not receive your first installment in our office on or before the 10th day of the new policy period, you will not receive the prepay discount. SAIF does not use postmark dates in determining date received.

If you choose a quarterly prepay, the estimated premium will be billed in four equal installments. Subsequent quarterly installments are due by the 25th day following the bill date of the installment.

Because the prepayment installments are based on estimated payroll and premium, your final premium, including terrorism and catastrophe premiums and DCBS premium assessment, cannot be determined until you report the actual subject payroll. A payroll report will be sent to you at the end of the policy year. SAIF must receive your completed payroll report by the indicated due date or you may go to **saif.com** to submit your payroll online. We will calculate the premium and assessment amounts and compare them to the payments you made based on the estimate. We will then send you a reconciliation statement showing the difference in these two amounts.

SAIF adds interest at the rate of one percent per month to any past due balance.







## Wasco County

### Rate and Premium Comparison

Policy: 482892

**\$6,827,771** Total Payroll

	2016	2017	\$ Change 2016 to 2017	% Change 2016 to 2017
<b>Manual Premium</b>	<b>\$105,225</b>	<b>\$104,599</b>	<b>-\$626</b>	<b>-0.59%</b>
<b>E/R Mod *</b>	<b>.79</b>	<b>.74</b>		<b>-6.33%</b>
<b>Prepay Factor</b>	<b>.965</b>	<b>.965</b>		
<b>Standard Premium</b>	<b>\$80,218</b>	<b>\$74,694</b>	<b>-\$5,524</b>	<b>-6.89%</b>
<b>Guaranteed Volume Discount</b>	<b>\$10,783</b>	<b>\$11,270</b>	<b>\$487</b>	<b>4.52%</b>
<b>Discounted Premium</b>	<b>\$69,436</b>	<b>\$63,424</b>	<b>-\$6,011</b>	<b>-8.66%</b>
<b>Terrorism Premium</b>	<b>\$683</b>	<b>\$683</b>		
<b>Catastrophe Premium</b>	<b>\$683</b>	<b>\$683</b>		
<b>DCBS Premium Assessment</b>	<b>\$4,379</b>	<b>\$4,396</b>	<b>\$17</b>	<b>0.38%</b>
<b>Total Premiums and Assessment</b>	<b>\$75,180</b>	<b>\$69,186</b>	<b>-\$5,995</b>	<b>-7.97%</b>

\*The 2016 experience rating modifier is final; the 2017 is tentative.

These materials are intended solely for educational/comparison purposes. Due to rounding, totals may differ from quote.

M and FELA classes include increased federal liability limits of:

\$500,000

Federal premium is not subject to DCBS premium assessment.

Group discounts are subject to validation of the OGSRP factors by NCCI and final approval by the Department of Consumer and Business Services.

# Policy Summary Report



**Policy: 482892 - Wasco County**  
**Legal Name: Wasco County**

## Policy Details

Status: Active  
 Market Type: Voluntary  
 Relation Type:  
 Rate Acct:  
 Orig Cov Date: 07/01/1991  
 Cont Cov Date: 07/01/1991  
 Business Type: Executive and Legislative Offices, Combined  
 Entity: Political Subdivision: County  
 WCD Number: 5630009  
 NCCI Number: 360237842  
 EIN: 93-6002315  
 Deposit On Hand: 0  
 Principal Class: 7720  
 NAICS Code: 921140

## Last Audit

Audit Period: 07/01/2014 - 07/01/2015  
 Audit Result: 76.66  
 Pct of Change: 0.07%  
 Auditor: Northwest Audit - Ryan Rick

## Policy Period History

Data as of: 06/02/2017

Policy Year	Mod	Payroll	Claim Freq	Std Prem	Tier
2016	.79	6,778,617	.13	111,413	E
2015	.81	5,890,145	.15	90,245	E
2014	1.00	5,681,405	.09	108,863	E
2013	1.01	6,446,064	.11	126,592	E
2012	1.02	7,140,251	.18	141,553	E

## Current Policy Period Details

Period Status: Open  
 Effective Date: 07/01/2016  
 Expiration Date: 07/01/2017  
 Cancel Date:  
 ARD: 07/01/2016  
 Period Length/Suffix: 365/168  
 Source / Financial: WCIS/WCIS  
 Sales Plan: Guaranteed Cost  
 Prepay Type: Annually  
 ELCB Limits: 500,000/500,000/500,000  
 ND Reimb: 07/01/2016 - 07/01/2017 Quarterly  
 Group Name:  
 Group Type:  
 Rating Plan: ERP - .79  
 Tier: E - 1.26  
 S/ARAP:  
 OCCPAP:  
 Standard Premium 111,413  
 Rpt Freq/Pmt Pln: Annually / RGN PPAY GC - A

## No Other States Coverage

## No Gaps in Coverage

## Policy Performance History

Data as of: 06/02/2017

Policy Year	Prorated Premium	Paid Losses	Incurred Losses	Paid/Std	Inc/Std	Clm Count	Exp Clm Count	Paid TL	Paid Med	ND Reimb	TL Count	Exp TL Count	TL Day
2016	102,834	7,210	7,210	7%	7%	8	8.24	0	7,210	(7,136)	0	2.66	0
2015	90,245	13,711	13,711	15%	15%	9	7.75	4,656	9,055	(6,305)	3	2.35	45
2014	108,863	6,192	6,192	6%	6%	5	7.75	0	6,192	(2,962)	0	2.15	0
2013	126,592	13,357	13,357	11%	11%	7	8.61	2,112	11,245	(2,894)	2	2.32	54
2012	141,553	23,875	23,875	17%	17%	13	9.14	3,771	8,422	(7,741)	1	2.22	24

## Policy Addresses and Contacts

Type	Address	County	Phone	Fax	
Mailing	511 Washington St Ste 207 the Dalles, OR 97058-2237	Wasco	541.296.2276	541.296.3769	
Principal Business	511 Washington St Ste 207 the Dalles, OR 97058-2237	Wasco	541.296.2276		
Type	First Name	Last Name	Title	Phone	Email
CON	Barbara	Case			
Business	202 E 5th St the Dalles, OR 97058-2220	Wasco			



# Policy Summary Report



**Policy: 482892 - Wasco County**  
**Legal Name: Wasco County**

Policy Addresses and Contacts					
Type	Address	County	Phone	Fax	
Business	2705 E 2nd St the Dalles, OR 97058-4052	Wasco			
Business	419 E 5th St the Dalles, OR 97058-2673	Wasco			
Business	River Rd the Dalles, OR 97058	Wasco			
Business	203 A E 4th St the Dalles, OR 97058-2205	Wasco			
Business	421 E 7th St the Dalles, OR 97058-2607	Wasco			
Business	400 E 5th St the Dalles, OR 97058-2674	Wasco			
Business	606 Court St the Dalles, OR 97058-2242	Wasco			
Claims	511 Washington St #207 the Dalles, OR 97058-2237	Wasco	541.506.2774		
Type	First Name	Last Name	Title	Phone	Email
CLM	Paula	Brunt	Hr Manager	541,506,2774	

## No Assumed Business Names

Interested Parties					
Name	Title	Owner %	Director	Eff Date	Exp Date
Stone, Tyler	Director	.00	N	11/29/2007	

## No Officer Exemptions

Preferred Workers				
WCD Number	Name	Eff Date	Exp Date	
H841253	Ringo, Marjorie L	10/20/1997	10/20/2000	
F471337	Mountainchief, Rebecca	09/14/1990	09/13/1993	

Classes							
Class	Description	Type	Eff Date	Exp Date	Base Rate	Est Payroll	Man Premium
0050 11	Weed Control Incl Dr	EM	07/01/2016	12/31/2016	4.75	31,076	1,476
5506 11	Street/Rd Const-Fnl Grad/Pve/Rep/Dr	EM	07/01/2016	12/31/2016	7.07	490,259	34,661
7720 11	Police Officers & Dr	EM	07/01/2016	12/31/2016	2.67	831,257	22,195
8380 13	City/County-Veh/Equip Repr Shop-Dr	EM	07/01/2016	12/31/2016	3.19	48,319	1,541
8411 KE	Vol Dpty Sheriff @3400/Mo Ea	EM	07/01/2016	12/31/2016	1.60	85,699	1,371
8742 06	Field Representatives	EM	07/01/2016	12/31/2016	.24	44,225	106
8810 03	Office Clerical	EM	07/01/2016	12/31/2016	.14	1,088,038	1,523
8820 01	Attorney & Cler/Messenger/Dr	EM	07/01/2016	12/31/2016	.15	242,779	364
9015 33	Buildings-Ops By Owner/Lessee & Drivers	EM	07/01/2016	12/31/2016	3.15	90,805	2,860
9016 10	County Fairs/Dr	EM	07/01/2016	12/31/2016	2.57	12,097	311

# Policy Summary Report



**Policy: 482892 - Wasco County**  
**Legal Name: Wasco County**

Classes							
Class	Description	Type	Eff Date	Exp Date	Base Rate	Est Payroll	Man Premium
9402 05	Highway Oper/Snow Remvl Only/ Dr	EM	07/01/2016	12/31/2016	5.14	20,690	1,063
9410 03	Municipal/Twn/Cnty/State Emp- Noc	EM	07/01/2016	12/31/2016	1.42	431,923	6,133
0042 03	Street/Rd Beautificatn Incl Dr	IFANY	07/01/2016	12/31/2016	5.67	0	0
5213 01	Concrete Construction Noc	IFANY	07/01/2016	12/31/2016	5.17	0	0
5507 01	Street/Rd Const-Rdbed/Subase- Dr	IFANY	07/01/2016	12/31/2016	4.85	0	0
5508 03	Street/Rd Const-Rock Excav-Dr	IFANY	07/01/2016	12/31/2016	13.47	0	0
7024 03 M	Vessels-Noc-State Act	IFANY	07/01/2016	12/31/2016	4.20	0	0
7720 13	Police Matrons/Juvenile Officers/ Dr	IFANY	07/01/2016	12/31/2016	2.67	0	0
7720 27	County Search And Rescue- Volunteer	IFANY	07/01/2016	12/31/2016	2.67	0	0
7720 EM	Inmates @ 9.25/Hr Ea	IFANY	07/01/2016	12/31/2016	2.67	0	0
8831 02	Dog Pounds-Incl Dog Catcher/Dr	IFANY	07/01/2016	12/31/2016	1.41	0	0
9101 03	College/Schools-Al Other Emp	IFANY	07/01/2016	12/31/2016	3.35	0	0
9102 01	Park Noc-All Employees & Dr	IFANY	07/01/2016	12/31/2016	3.24	0	0
7720 DR	Vol Emergency Management \$9.25 hour	VH	07/01/2016	12/31/2016	2.67	0	0
7720 EG	Vol Explorer Scouts \$9.25 hour	VH	07/01/2016	12/31/2016	2.67	0	0
7720 EH	Vol Police Cadet \$9.25 hour	VH	07/01/2016	12/31/2016	2.67	0	0
8810 AO	Vol Election Poll Workers \$9.25 hour	VH	07/01/2016	12/31/2016	.14	0	0
8835 AG	Vol Health Care Workers \$9.25 hour	VH	07/01/2016	12/31/2016	3.24	0	0
0050 11	Weed Control Incl Dr	EM	01/01/2017	06/30/2017	4.75	30,569	1,452
5506 11	Street/Rd Const-Fnl Grad/Pve/ Rep/Dr	EM	01/01/2017	06/30/2017	7.07	482,266	34,096
7720 11	Police Officers & Dr	EM	01/01/2017	06/30/2017	2.67	817,703	21,833
8380 13	City/County-Veh/Equip Repr Shop-Dr	EM	01/01/2017	06/30/2017	3.19	47,531	1,516
8411 KE	Vol Dpty Sheriff @3400/Mo Ea	EM	01/01/2017	06/30/2017	1.60	84,301	1,349
8742 06	Field Representatives	EM	01/01/2017	06/30/2017	.24	43,504	104
8810 03	Office Clerical	EM	01/01/2017	06/30/2017	.14	1,070,298	1,498
8820 01	Attorney & Cler/Messenger/Dr	EM	01/01/2017	06/30/2017	.15	238,821	358
9015 33	Buildings-Ops By Owner/Lessee & Drivers	EM	01/01/2017	06/30/2017	3.15	89,325	2,814
9016 10	County Fairs/Dr	EM	01/01/2017	06/30/2017	2.57	11,900	306
9402 05	Highway Oper/Snow Remvl Only/ Dr	EM	01/01/2017	06/30/2017	5.14	20,352	1,046
9410 03	Municipal/Twn/Cnty/State Emp- Noc	EM	01/01/2017	06/30/2017	1.42	424,880	6,033
0042 03	Street/Rd Beautificatn Incl Dr	IFANY	01/01/2017	06/30/2017	5.67	0	0
5213 01	Concrete Construction Noc	IFANY	01/01/2017	06/30/2017	5.17	0	0
5507 01	Street/Rd Const-Rdbed/Subase- Dr	IFANY	01/01/2017	06/30/2017	4.85	0	0
5508 03	Street/Rd Const-Rock Excav-Dr	IFANY	01/01/2017	06/30/2017	13.47	0	0
7024 03 M	Vessels-Noc-State Act	IFANY	01/01/2017	06/30/2017	4.20	0	0
7720 13	Police Matrons/Juvenile Officers/ Dr	IFANY	01/01/2017	06/30/2017	2.67	0	0
7720 27	County Search And Rescue- Volunteer	IFANY	01/01/2017	06/30/2017	2.67	0	0
7720 EM	Inmates @ 9.25/Hr Ea	IFANY	01/01/2017	06/30/2017	2.67	0	0
8831 02	Dog Pounds-Incl Dog Catcher/Dr	IFANY	01/01/2017	06/30/2017	1.41	0	0
9101 03	College/Schools-Al Other Emp	IFANY	01/01/2017	06/30/2017	3.35	0	0
9102 01	Park Noc-All Employees & Dr	IFANY	01/01/2017	06/30/2017	3.24	0	0

# Policy Summary Report



**Policy: 482892 - Wasco County**  
**Legal Name: Wasco County**

Classes							
Class	Description	Type	Eff Date	Exp Date	Base Rate	Est Payroll	Man Premium
7720 DR	Vol Emergency Management \$9.25 hour	VH	01/01/2017	06/30/2017	2.67	0	0
7720 EG	Vol Explorer Scouts \$9.25 hour	VH	01/01/2017	06/30/2017	2.67	0	0
7720 EH	Vol Police Cadet \$9.25 hour	VH	01/01/2017	06/30/2017	2.67	0	0
8810 AO	Vol Election Poll Workers \$9.25 hour	VH	01/01/2017	06/30/2017	.14	0	0
8835 AG	Vol Health Care Workers \$9.25 hour	VH	01/01/2017	06/30/2017	3.24	0	0

Policy Endorsements			
Code	Description	Eff Date	Exp Date
217	Premium Payment Rating Plan Endorsement	07/01/2016	07/01/2017
346	Municipal Volunteers	07/01/2016	
401	Maritime Coverage Endorsement	07/01/2016	07/01/2017
434	Voluntary Compensation Maritime Coverage Endorsement	07/01/2016	07/01/2017
350	City or County Inmates Performing Authorized Employment	07/01/2016	
356	Political Subdivision Volunteers	07/01/2016	
356	Political Subdivision Volunteers	07/01/2016	
356	Political Subdivision Volunteers	07/01/2016	
356	Political Subdivision Volunteers	07/01/2016	
441	Oregon Amendatory Endorsement	07/01/2016	
356	Political Subdivision Volunteers	07/01/2016	
211C	Catastrophe (other than Certified Acts of Terrorism) Premium End	01/01/2015	
212B	Terrorism Risk Insurance Prog Reauthorization Act Disclosure End	01/01/2015	
218	Premium Discount Endorsement	07/01/2010	
210A	Oregon Cancellation Endorsement	07/01/2010	
315	Personal Election Cancellation Endorsement	01/01/2010	
444	Confidentiality Endorsement	07/01/2006	
235	Premium Due Date Endorsement	07/01/2004	
208	Oregon Contracting Classification Premium Adjustment Endorsement	07/01/2004	
213	Notification of Change in Ownership Endorsement	07/01/2004	

## No Waivers of Subrogation

Federal Limits			
Coverage Type	Limits	Adj Factor	Eff Date
Maritime/Jones Act	500,000	1.54	07/01/2016

MCO Information		
MCO Name	Eff Date	Exp Date
Caremark Comp - GSA 1,4,5 & 10	07/01/1996	
Majoris Health Systems - GSA 10	01/22/2014	
Caremark Comp - GSA 1,4,5 & 10	07/01/1996	08/17/2007

Team Assignment		
Function	Name	Phone
Office	Hermiston/Pendleton	
Customer Service Team	Baker City/Pendleton	
Agency	ISU Ins Svcs-the Stratton Agcy	541.276.2302
Producer	Mike Courtney	541.296.4604



# Policy Summary Report



**Policy: 482892 - Wasco County**  
**Legal Name: Wasco County**

Team Assignment		
Function	Name	Phone
Retention Mkt Rep	Mike Elliott	541.383.2047
Underwriter	Deserie R Staats	503.373.8833
Customer Billing Rep	Robin A Lemerande	503.373.8448
Credit/Collections Rep	Kathy A Hamilton	503.373.8459
Assistant Underwriter	Elaine M Marco-Bassett	503.373.8485
Return to Work Consultant	Tracy R Stephens	541.383.2166
Safety Management Consultant	Liz A Foott	541.383.2145
EAIP Specialist	John J Misa	503.373.8231

**No Affiliations**

# Policy Performance History Report



**Policy 482892 - Wasco County**  
**Legal Name Wasco County**

Effective Date	Expiration Date	ER Mod	Prorated Premium	Prorated Payroll	Paid Losses	Incurred Losses	Paid/Std	Inc/Std	Clim Count	Exp Clim Count	Paid TL	Paid Med	ND Reimb	TL Count	Exp TL Count	TL Day	Clim Freq
07/01/2016	07/01/2017	.79	102,834	6,256,663	7,210	7,210	7%	7%	8	8.24	0	7,210	(7,136)	0	2.66	0	0.13
07/01/2015	07/01/2016	.81	90,245	5,890,145	13,711	13,711	15%	15%	9	7.75	4,656	9,055	(6,305)	3	2.35	45	0.15
07/01/2014	07/01/2015	1.00	108,863	5,681,405	6,192	6,192	6%	6%	5	7.75	0	6,192	(2,962)	0	2.15	0	0.09
07/01/2013	07/01/2014	1.01	126,592	6,446,064	13,357	13,357	11%	11%	7	8.61	2,112	11,245	(2,894)	2	2.32	54	0.11
07/01/2012	07/01/2013	1.02	141,553	7,140,251	23,875	23,875	17%	17%	13	9.14	3,771	8,422	(7,741)	1	2.22	24	0.18
07/01/2011	07/01/2012	1.11	151,302	10,439,872	15,873	15,873	10%	10%	9	9.60	1,117	14,756	(3,737)	1	2.17	15	0.09
07/01/2010	07/01/2011	1.05	125,951	6,825,944	228,124	244,864	181%	194%	6	8.86	52,188	104,965	(1,616)	2	1.95	532	0.09
07/01/2009	07/01/2010	1.10	141,682	6,859,658	50,652	50,652	36%	36%	9	9.61	1,749	40,897	(1,740)	3	2.11	137	0.13
07/01/2008	07/01/2009	.91	131,653	6,864,133	53,168	53,168	40%	40%	8	10.54	2,389	20,074	(3,344)	2	2.44	85	0.12
07/01/2007	07/01/2008	.94	149,264	6,598,008	181,078	189,724	121%	127%	10	10.98	5,417	78,453	(3,084)	6	2.43	404	0.15
07/01/2006	07/01/2007	.97	181,653	7,010,423	65,066	65,066	36%	36%	14	12.70	8,197	42,991	(6,400)	3	2.62	64	0.20
07/01/2005	07/01/2006	.91	148,631	6,643,113	241,232	241,232	162%	162%	11	12.82	60,648	111,083	(4,457)	3	2.49	409	0.17
07/01/2004	07/01/2005	1.09	169,920	6,266,960	40,332	40,332	24%	24%	15	13.09	7,913	10,998	(3,548)	4	2.64	147	0.24
07/01/2003	07/01/2004	.96	134,736	6,144,417	95,646	103,935	71%	77%	10	13.36	3,598	70,001	(2,651)	2	2.84	32	0.16
07/01/2002	07/01/2003	.97	122,227	6,253,871	62,448	62,448	51%	51%	17	13.41	5,150	51,298	(3,525)	3	2.70	93	0.27
07/01/2001	07/01/2002	.78	96,421	5,809,571	7,037	7,037	7%	7%	11	13.15	119	6,919	(2,991)	1	2.61	10	0.19
07/01/2000	07/01/2001	.77	85,778	5,540,061	199,503	199,503	233%	233%	21	13.86	76,347	80,828	(2,342)	7	2.83	667	0.38
07/01/1999	07/01/2000	.70	86,067	5,361,937	12,847	12,847	15%	15%	10	14.82	3,281	9,567	(1,603)	1	2.96	23	0.19
07/01/1998	07/01/1999	.74	97,076	5,685,178	28,746	28,746	30%	30%	19	17.89	9,799	18,947	(3,712)	5	3.55	99	0.33
07/01/1997	07/01/1998	.82	119,310	5,524,077	112,476	137,206	94%	115%	21	18.96	28,229	32,916	(2,198)	6	3.54	214	0.38
07/01/1996	07/01/1997	.93	295,500	8,961,452	327,579	327,579	111%	111%	30	20.39	163,868	88,526	(5,134)	7	3.87	1,342	0.33
07/01/1995	07/01/1996	.95	334,533	8,575,994	66,905	66,905	20%	20%	35	35.00	14,804	28,162	(3,462)	5	5.00	178	0.41
07/01/1994	07/01/1995	.81	289,950	7,663,269	80,135	80,135	28%	28%	52	52.00	13,319	32,808	(9,775)	9	9.00	304	0.68
07/01/1993	07/01/1994	.82	301,846	7,048,268	184,927	184,927	61%	61%	49	49.00	51,481	75,473	(5,031)	17	17.00	1,099	0.70
07/01/1992	07/01/1993	.76	305,084	6,615,551	200,067	200,067	66%	66%	56	56.00	60,456	64,805	(4,926)	17	17.00	1,385	0.85
<b>Totals:</b>			4,038,671	168,106,285	2,318,186	2,376,591	57%	59%	455	447.53	580,608	1,026,591	(102,316)	110	103.45	7,362	0.27

Note: Void Claims and Preferred Worker Claims are not included in claim count or loss amounts.

## Policy Dividend History

**Policy Name:** WASCO COUNTY  
**Policy:** 482892



Declaration day	Policy period	Standard premium	Loss ratio	Premium dividend factor	Loss dividend factor	Total dividend factor	Premium dividend amount	Loss dividend amount	Computed dividend amount
09/14/2016	07/01/2014	\$108,862.97	8.41%	21.99%	4.77%	26.76%	\$23,939	\$5,193	\$29,132
09/09/2015	07/01/2013	\$126,591.81		22.66%		22.66%	\$28,686		\$28,686
09/10/2014	07/01/2012	\$141,552.53		34.69%		34.69%	\$49,105		\$49,105
09/18/2013	07/01/2011	\$151,301.61		29.64%		29.64%	\$44,846		\$44,846
09/12/2012	07/01/2010	\$125,950.97		37.42%		37.42%	\$47,131		\$47,131
06/15/2011	07/01/2008	\$273,334.74		18.71%		18.71%	\$51,141		\$51,141
11/10/2010	07/01/2008	\$131,652.95		23.75%		23.75%	\$31,268		\$31,268
03/10/2010	07/01/2007	\$149,264.27		20.79%		20.79%	\$31,032		\$31,032
11/09/2007	07/01/2005	\$148,630.69		12.61%		12.61%	\$18,742		\$18,742
<b>Totals</b>							<b>\$325,890</b>	<b>\$5,193</b>	<b>\$331,083</b>



## Claims List

Policy: 482892 - Wasco County

Claims selected: 42

Date range: 07/01/2012 - 07/01/2017

Value date: 06/02/2017



Worker Name	Policy	Claim	Injury Class	Date of Injury	Filed Timely?	Status	Type	TI Days	Incurred Loss	Paid Loss	Out-standing	ND Reimb	Description	Adjuster
Worker	482892	8414141	7720	03/16/2017	Yes	Open	Nondisabling	0	1,483	1,483	0	0	exposure to disease	Diane Young
Worker	482892	8414120	7720	03/15/2017	Yes	Open	Nondisabling	0	2,110	2,110	0	0	exposure to disease	Diane Young
Worker	482892	8399491	7720	11/07/2016	Yes	Closed	Nondisabling	0	371	371	0	-1,900	arresting a prolee/altercation	Diane Young
Worker	482892	8399493	7720	11/07/2016	Yes	Closed	Nondisabling	0	2,608	2,608	0	-1,900	arresting person	Diane Young
Worker	482892	8393234	7720	09/17/2016	Yes	Closed	Nondisabling	0	638	638	0	-1,900	exposure to disease	Diane Young
Worker	482892	8393273	8810	09/07/2016	Yes	Closed	Nondisabling	0	0	0	0	-323	setting up work station	Nyree Padilla
Worker	482892	8387905	0050	08/02/2016	Yes	Closed	Nondisabling	0	0	0	0	-899	changing tire & truck shifted/ hit in fc	Leah Raska
Worker	482892	8385957	9015	07/13/2016	Yes	Closed	Nondisabling	0	0	0	0	-214	brushed boards with arm/ slivers	Nyree Padilla
Worker	482892	8382260	7024F	06/23/2016	Yes	Closed	Nondisabling	0	1,008	1,008	0	0	bit by a dog	Geraldine Morod
Worker	482892	8373542	8380	04/07/2016	Yes	Closed	Disabling	17	4,009	4,009	0	0	changing tires on pup trialer	Kim Ramsey
Worker	482892	8369402	7720	02/26/2016	No	Closed	Nondisabling	0	0	0	0	-443	during defense tactic training, shoulder	Nyree Padilla
Worker	482892	8367577	7720	02/12/2016	Yes	Closed	Nondisabling	0	530	530	0	-1,900	sitting in chair at memorial service	Nyree Padilla
Worker	482892	8363455	9410	01/12/2016	Yes	Closed	Disabling	3	1,552	1,552	0	0	slipped on snow	Jason Christensen
Worker	482892	8361956	7720	12/22/2015	No	Closed	Nondisabling	0	0	0	0	-570	moving desk & injured back	Nyree Padilla
Worker	482892	8359483	7720	11/12/2015	Yes	Closed	Disabling	25	6,344	6,344	0	0	lifted wheel & tire assembly	Jason Christensen
Worker	482892	8344414	9101	07/29/2015	Yes	Closed	Nondisabling	0	0	0	0	-1,493	remvng debris, attacked by bees, face	Jodie Shelton
Worker	482892	8344331	7720	07/27/2015	Yes	Closed	Nondisabling	0	267	267	0	-1,900	stood up & fell/l ankle sprain	Kim Ramsey
Worker	482892	8340500	9101	06/25/2015	Yes	Closed	Nondisabling	0	0	0	0	-1,148	sharpen chainsaw, cut fgr on tooth	Diane Young
Worker	482892	8331349	7720	04/02/2015	No	Denied	Nondisabling	0	0	0	0	0	stepped on rusty nail	Monica Vasas
Worker	482892	8315034	7720	10/29/2014	Yes	Closed	Nondisabling	0	0	0	0	-14	was rearended	Cheryl Robbins
Worker	482892	8310821	9410	09/19/2014	Yes	Closed	Nondisabling	0	5,234	5,234	0	-1,800	long computer work load	Kim Ramsey
Worker	482892	8309040	9410	08/28/2014	No	Denied	Nondisabling	0	958	958	0	0	typing using mouse	Monica Vasas
Worker	482892	8298250	7720	06/10/2014	Yes	Closed	Nondisabling	0	0	0	0	-405	exposure to disease	Jodie Shelton
Worker	482892	8368037	7720	06/02/2014	Yes	New	Disabling	0	0	0	0	0	type b claim	Brad Vinson

## Claims List

Policy: 482892 - Wasco County

Claims selected: 42

Date range: 07/01/2012 - 07/01/2017

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Worker Name	Policy	Claim	Injury Class	Date of Injury	Filed Timely?	Status	Type	TI Days	Incurred Loss	Paid Loss	Out-standing	ND Reimb	Description	Adjuster
Worker	482892	8295885	7720	05/19/2014	Yes	Closed	Disabling	50	3,503	3,503	0	0	moving lawn, bent down to empty bag	Kim Ramsey
Worker	482892	8286251	7720	02/12/2014	Yes	Closed	Disabling	4	1,656	1,656	0	0	using ice scrapper to clear sidewalk	Kim Ramsey
Worker	482892	8294328	8380	02/07/2014	No	Closed	Nondisabling	0	8,198	8,198	0	-1,800	clearing parking lots of snow/hit ice	Kim Ramsey
Worker	482892	8281480	7720	12/21/2013	Yes	Closed	Nondisabling	0	0	0	0	-390	trailer crank struck hand	Cheryl Robbins
Worker	482892	8264614	9410	07/22/2013	Yes	Closed	Nondisabling	0	0	0	0	-299	bumped finger on metal	Cheryl Robbins
Worker	482892	8261173	7720	06/14/2013	Yes	Closed	Nondisabling	0	0	0	0	-227	bit by a dog on the ankle	Cheryl Robbins
Worker	482892	8259650	7720	05/30/2013	Yes	Closed	Nondisabling	0	0	0	0	-551	paper hit r eye	Cheryl Robbins
Worker	482892	8253807	7720	03/27/2013	No	Denied	Nondisabling	0	226	226	0	0	exposure to disease	Jodie Shelton
Worker	482892	8253809	7720	03/27/2013	No	Denied	Nondisabling	0	226	226	0	0	exposure to disease	Jodie Shelton
Worker	482892	8253220	7720	03/15/2013	Yes	Closed	Nondisabling	0	0	0	0	-1,349	exposure to disease	Diane Young
Worker	482892	8248785	7720	01/30/2013	Yes	Denied	Disabling	0	11,069	11,069	0	0	bend over in full sheriff gear	Lynda Brooks
Worker	482892	8248234	7720	01/29/2013	Yes	Closed	Nondisabling	0	0	0	0	-648	cutting rope off pole & cut thumb	Cheryl Robbins
Worker	482892	8247688	5506	01/28/2013	Yes	Closed	Nondisabling	0	0	0	0	-577	wind blew piece of sawdust into eye	Cheryl Robbins
Worker	482892	8244246	8380	12/10/2012	Yes	Closed	Nondisabling	0	0	0	0	-533	grinding & wheel cut thumb	Cheryl Robbins
Worker	482892	8240022	8810	10/27/2012	Yes	Closed	Nondisabling	0	0	0	0	-706	picking up 10lbs printer off shelf	Cheryl Robbins
Worker	482892	8238377	7720	10/02/2012	No	Closed	Nondisabling	0	0	0	0	-821	running in field & injured leg	Cheryl Robbins
Worker	482892	8235308	5506	09/10/2012	Yes	Closed	PPD	24	12,353	12,353	0	-1,700	stepped off back of 2-69 hurt knee	David Jung
Worker	482892	8232163	9015	08/14/2012	Yes	Closed	Nondisabling	0	0	0	0	-630	using hedge trimmer/upp back pain	Jodie Shelton
Report Totals								123	64,343	64,343	0	-27,040		

\* Designates a Third Party claim.



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Policy: 482892 - Wasco County

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Date range: 07/01/2012 - 07/01/2017

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Worker	482892	8235308	5506	09/10/2012	Yes	Closed	PPD	24	12,353	12,353	0	-1,700	stepped off back of 2-69 hurt knee	David Jung
Worker	482892	8247688	5506	01/28/2013	Yes	Closed	Nondisabling	0	0	0	0	-577	wind blew piece of sawdust into eye	Cheryl Robbins
Worker	482892	8382260	7024F	06/23/2016	Yes	Closed	Nondisabling	0	1,008	1,008	0	0	bit by a dog	Geraldine Morod
Worker	482892	8238377	7720	10/02/2012	No	Closed	Nondisabling	0	0	0	0	-821	running in field & injured leg	Cheryl Robbins
Worker	482892	8248234	7720	01/29/2013	Yes	Closed	Nondisabling	0	0	0	0	-648	cutting rope off pole & cut thumb	Cheryl Robbins
Worker	482892	8248785	7720	01/30/2013	Yes	Denied	Disabling	0	11,069	11,069	0	0	bend over in full sheriff gear	Lynda Brooks
Worker	482892	8253220	7720	03/15/2013	Yes	Closed	Nondisabling	0	0	0	0	-1,349	exposure to disease	Diane Young
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Worker	482892	8253809	7720	03/27/2013	No	Denied	Nondisabling	0	226	226	0	0	exposure to disease	Jodie Shelton
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Worker	482892	8315034	7720	10/29/2014	Yes	Closed	Nondisabling	0	0	0	0	-14	was rearended	Cheryl Robbins
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Worker	482892	8344331	7720	07/27/2015	Yes	Closed	Nondisabling	0	267	267	0	-1,900	stood up & fell/l ankle sprain	Kim Ramsey
Worker	482892	8359483	7720	11/12/2015	Yes	Closed	Disabling	25	6,344	6,344	0	0	lifted wheel & tire assembly	Jason Christensen
Worker	482892	8361956	7720	12/22/2015	No	Closed	Nondisabling	0	0	0	0	-570	moving desk & injured back	Nyree Padilla
Worker	482892	8367577	7720	02/12/2016	Yes	Closed	Nondisabling	0	530	530	0	-1,900	sitting in chair at memorial service	Nyree Padilla

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Worker	482892	8393234	7720	09/17/2016	Yes	Closed	Nondisabling	0	638	638	0	-1,900	exposure to disease	Diane Young
Worker	482892	8399491	7720	11/07/2016	Yes	Closed	Nondisabling	0	371	371	0	-1,900	arresting a prolee/altercation	Diane Young
Worker	482892	8399493	7720	11/07/2016	Yes	Closed	Nondisabling	0	2,608	2,608	0	-1,900	arresting person	Diane Young
Worker	482892	8414120	7720	03/15/2017	Yes	Open	Nondisabling	0	2,110	2,110	0	0	exposure to disease	Diane Young
Worker	482892	8414141	7720	03/16/2017	Yes	Open	Nondisabling	0	1,483	1,483	0	0	exposure to disease	Diane Young
Worker	482892	8244246	8380	12/10/2012	Yes	Closed	Nondisabling	0	0	0	0	-533	grinding & wheel cut thumb	Cheryl Robbins
Worker	482892	8294328	8380	02/07/2014	No	Closed	Nondisabling	0	8,198	8,198	0	-1,800	clearing parking lots of snow/hit ice	Kim Ramsey
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Worker	482892	8240022	8810	10/27/2012	Yes	Closed	Nondisabling	0	0	0	0	-706	picking up 10lbs printer off shelf	Cheryl Robbins
Worker	482892	8393273	8810	09/07/2016	Yes	Closed	Nondisabling	0	0	0	0	-323	setting up work station	Nyree Padilla
Worker	482892	8232163	9015	08/14/2012	Yes	Closed	Nondisabling	0	0	0	0	-630	using hedge trimmer/upp back pain	Jodie Shelton
Worker	482892	8385957	9015	07/13/2016	Yes	Closed	Nondisabling	0	0	0	0	-214	brushed boards with arm/slivers	Nyree Padilla
Worker	482892	8340500	9101	06/25/2015	Yes	Closed	Nondisabling	0	0	0	0	-1,148	sharpen chainsaw, cut fgr on tooth	Diane Young
Worker	482892	8344414	9101	07/29/2015	Yes	Closed	Nondisabling	0	0	0	0	-1,493	remvng debris, attacked by bees, face	Jodie Shelton
Worker	482892	8264614	9410	07/22/2013	Yes	Closed	Nondisabling	0	0	0	0	-299	bumped finger on metal	Cheryl Robbins
Worker	482892	8309040	9410	08/28/2014	No	Denied	Nondisabling	0	958	958	0	0	typing using mouse	Monica Vasas
Worker	482892	8310821	9410	09/19/2014	Yes	Closed	Nondisabling	0	5,234	5,234	0	-1,800	long computer work load	Kim Ramsey
Worker	482892	8363455	9410	01/12/2016	Yes	Closed	Disabling	3	1,552	1,552	0	0	slipped on snow	Jason Christensen
Report Totals								123	64,343	64,343	0	-27,040		

\* Designates a Third Party claim.

**Agenda Item**  
**MCCOG Questions**

- [Questions Submitted by Wayne Lease](#)

Mr. Kramer: What is your definition of local control?

Legal Council: District Attorney as opposed to the use of a Private Firm?

Legal responsibility for MCBCS being out of compliance. Where was MCCOG's Legal Counsel? MCCOG BOD Minutes indicate his presence in other legal mandates? MCCOG's Legal Counsel,

If Wasco County was mandated to get the Code Inspection Program in compliance as per the Oregon BCD then monetary compensation for being out of compliance is due the previous building permit purchases for not having on file the operation plan. The State of Oregon collected a substantial amount of revenue from permit sure charge fees and you are not holding them culpable. Why?

How is possible to request and be granted operation of a Code Inspection Program without a public hearing?

To date how much approximate revenue is in the building permit reserve fund? How much approximate revenue is in being comingled in the MCCOG General Fund which belongs to MCBCS?

What Is the status of the building permit revenue used by MCCOG for the other programs MCCOG administers? Is there an accurate accounting of all permit fee reserve revenue used by MCCOG?

What is the combined outstanding debt of the five member counties of MCCOG and how do the Counties intend to compensate MCBCS regarding the misappropriation of these funds?

Can MCCOG continue to survive without the use of the MCBCS permit fee reserves and what is the life expectancy of MCCOG without the use of these funds? Is abolishing MCCOG being considered and will the debt (revenue) payable to MCBCS (the people) will continue to be ignored?

It is my understanding the State of Oregon has refused to indemnify Wasco County against a possible legal action. Does this imply Wasco Counties' insurance provider will compensate them for imputative damages?

Has the previous and present public and private decision makers of MCCOG have no shame, and how much longer will the insurance provider for Wasco County continue to insure them while ignoring Federal and State the law? Ignorance of the law is not an excuse!

**Agenda Item**  
**Executive Session**

Per ORS 192.660(2)(e) Real Property Transactions;  
ORS 192.660(2)(h) to consult with counsel  
concerning the legal rights and duties of a public  
body with regard to current litigation or litigation  
likely to be filed.

FILED  
WASCO COUNTY

2017 APR 19 P 1:43

LISA GAMBEE  
COUNTY CLERK

BELL DESIGN COMPANY, INC.

**CONSULTING SERVICES CONTRACT**

This Contract is by and between County of Wasco ("**County**") and Bell Design Company, Inc. ("**Engineer**") for the performance of engineering services associated with the courthouse stairs area located at 511 Washington Street, The Dalles, Oregon.

**A. RECITALS**

County has the need for the services of a person or entity with particular training ability, knowledge and experience as possessed by Engineer. County has determined that Engineer is qualified and capable of performing the professional services as County requires, under the terms and conditions set forth.

**B. CONTRACT EXHIBITS**

The following exhibits are hereby incorporated by reference into this Contract:

Exhibit A Engineer's Scope of Services

**C. AGREEMENT**

**1. Term**

The term of this Contract shall be from its execution to project completion, no later than 5 weeks from execution of contract, and may be extended for additional periods of time upon mutual agreement of both parties.

**2. Scope of Work**

Engineer shall provide all services and deliver all materials as specified in the attached Exhibit A. All services and materials shall be provided by Engineer in accordance with the Exhibit in a competent and professional manner.

**3. Compensation**

3.1 Payment. Engineer shall complete its scope of work as defined above and in the attached exhibits for not to exceed \$8,474.95.

### **3.2 Payments.**

- a. County will review Engineer's invoice and within ten (10) days of receipt notify Engineer in writing if there is a disagreement or dispute with the invoice. If there are no such disputes with the invoice, County shall pay the invoice amount in full within thirty (30) days of invoice date.
- b. If County fails to make any payment due Engineer for services and expenses within thirty (30) days of the date on Engineer's invoice therefore, late fees will be added to amounts due Engineer at the rate of 1.0 percent (1%) per month from original invoice date. Invoices in dispute are not subject to such late fees until such time as they are no longer in dispute. In addition, Engineer may, after giving fourteen (14) days written notice to County, suspend services under this Contract until Engineer has been paid in full all amounts due for services, expenses, and charges, except any invoices in dispute.

### **4. Contractor Is an Independent Contractor**

Engineer shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under this Contract. While County reserves the right to set the schedule and evaluate the quality of Engineer's completed work, County cannot and will not control the means and manner of Engineer's performance. Engineer is responsible for determining the appropriate means and manner of performing work. Engineer is responsible for all federal and state taxes applicable to compensation and payment paid to Engineer under the Contract and will not have any amounts withheld by County to cover Engineer's tax obligations. Engineer is not eligible for any County fringe benefit plans.

### **5. Notices**

All notices provided for hereunder shall be in writing and shall be deemed to be duly served on the date of delivery if delivered in person, when receipt of transmission is generated by the transmitting facsimile machine if delivered by facsimile transmission, on the day after deposit if delivered by overnight courier, or three days after deposit if delivered by placing in the U.S. mail, first-class, postage prepaid. Any notice delivered by facsimile transmission shall be followed by a hard copy. All notices shall be addressed as follows:

County: Tyler Stone, Administrative Officer  
Wasco County  
511 Washington Street, Suite 101  
The Dalles, OR 97058  
Phone: 541-506-2552

Engineer: Stoner Bell, President  
Bell Design Company, Inc.  
PO Box 308  
Bellevue, WA 98605  
Phone: 509-493-3886

## **6. Indemnification**

Engineer shall indemnify and hold County and its representatives, officers, directors, and employees harmless from any loss or claim made by third parties, including legal fees and costs of defending actions or suits resulting directly or indirectly from Engineer's negligent performance and/or fault of Engineer, its employees, representatives, or subcontractors. If the loss or claim is caused by the joint concurrent negligence or other fault of County and Engineer, the loss or claim shall be borne by each in proportion to the degree of negligence or other fault attributable to each.

Upon a determination of fault rendered by an arbitration panel or court of competent jurisdiction on any claim covered under this section, Engineer shall reimburse County's defense costs to the degree of negligence or other fault attributed to Engineer.

## **7. Insurance Requirements**

7.1 During the term of this Contract, Engineer shall maintain, at its own expense, the following types of insurance in the following amounts:

- a. Comprehensive general liability insurance, including coverage for premises operations, independent contractors, protected products, completed operations, contractual liability, personal injury, and broad form for property damage:

\$2,000,000 – each occurrence (bodily injury)

\$2,000,000 – general aggregate

\$1,000,000 – property damage, contractual, etc.

Coverage shall also include contractual liability coverage for the indemnity provided under this contract.

- b. Workers' Compensation and employer's liability insurance per ORS Chapter 656. The employer's liability limit shall not be less than \$1,000,000 per occurrence.
- c. Errors and Omissions insurance covering Engineer's liability arising out of negligent acts, errors or omissions in its performance of work or services under this Contract. Such policy will have a combined single limit of not less than \$1,000,000 per each claim, incident or occurrence for the



term of the Project. Such policy will be maintained for the 2 year period upon completion of the Contract and specifically include "tail" coverage for any "claims made" policy.

- 7.2 Insurance coverage shall be maintained for a period of 2 years after completion of this Contract. It shall also include a 2 year "tail" policy for any "claims made" policies made part of this Contract.
- 7.3 Policies shall provide that County, its directors, officers, representatives, employees, and agents will be included as an additional insured with respect to the coverages required in Section 7.1 and a waiver of subrogation against them shall be obtained for all coverages. Note: Not applicable to Errors and Omissions insurance coverage.
- 7.4 All coverages under Section 7.1 shall be primary over any insurance County may carry on its own.
- 7.5 Engineer shall be solely responsible for any loss, damage or destruction to its own property, equipment, and materials used in conjunction with the work or services under this Contract.
- 7.7 Engineer shall furnish County with certificates of insurance evidencing all required coverages prior to commencing any work or services under this Contract. If requested by County, Engineer shall furnish County with executed copies of such policies of insurance. Engineer shall furnish County with at least 30-days' written notice of cancellation of, or any modification to, the required insurance coverages. Failure to maintain any required insurance coverages in the minimum required amounts shall constitute a material breach of this Contract and shall be grounds for immediate termination of this Contract.

## **8. Workers' Compensation**

- 8.1 Engineer, its subcontractors, if any, and all employers working under this Contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all subject workers.
- 8.2 Engineer warrants that all persons engaged in Contract work and subject to the Oregon Workers' Compensation Law are covered by a workers' compensation plan or insurance policy that fully complies with Oregon law. Engineer shall indemnify County for any liability incurred by County as a result of Engineer's breach of the warranty under this paragraph.

**9. Hours of Employment**

Engineer shall comply with all applicable state and federal laws regarding employment.

**10. Assignment**

Engineer may not assign any of its responsibilities under this Contract without County's prior written consent, which consent may be withheld in County's sole discretion. Engineer may not subcontract for performance of any of its responsibilities under this Contract without County's prior written consent, which consent shall not be unreasonably withheld. Engineer's assigning or subcontracting of any of its responsibilities under the Contract without County's consent shall constitute a material breach of this Contract. Regardless of any assignment or subcontract, Engineer shall remain liable for all of its obligations under this Contract.

**11. Labor and Material**

Engineer shall provide and pay for all labor, materials, equipment, tools, transportation, and other facilities and services necessary for the proper execution and completion of all Contract work, all at no cost to County other than the compensation provided in this Contract.

**12. Ownership of Work and Documents**

All work performed by Engineer and compensated by County pursuant to this Contract shall be the property of County upon full compensation for that work performed or document produced to Engineer, and it is agreed by the parties that such documents are works made for hire. Engineer hereby conveys, transfers and grants to County all rights of reproduction and the copyright to all such documents. However, in the event County reuses or modifies any materials furnished to County by Engineer, without Engineer's involvement or consent, then Engineer shall not be responsible for the materials.

**13. Termination for Convenience**

This Contract may be terminated by mutual consent of the parties upon written notice. In addition, County may terminate all or part of this Contract upon determining that termination is in the best interest of County by giving seven (7) days' prior written notice of intent to terminate, without waiving any claims or remedies it may have against Engineer. Upon termination under this paragraph, Engineer shall be entitled to payment in accordance with the terms of this Contract for Contract work completed and accepted before termination less previous amounts paid and any claim(s) County has against Engineer. Pursuant to this paragraph, Engineer shall submit an itemized invoice for all unreimbursed Contract work completed before termination and all Contract closeout

costs actually incurred by Engineer. County shall not be liable for any costs invoiced later than thirty (30) days after termination unless Engineer can show good cause beyond its control for the delay.

#### **14. Termination for Cause**

County may terminate this Contract effective upon delivery of written notice to Engineer, or at such later date as may be established by County, under any of the following conditions:

- 14.1 If County funding is not obtained and continued at levels sufficient to allow for purchases of the indicated quantity of services. The Contract may be modified to accommodate a reduction in funds.
- 14.2 If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.
- 14.3 If any license or certificate required by law or regulation to be held by Engineer to provide the services required by this Contract is for any reason denied, revoked, or not renewed.

#### **15. Termination for Default**

Either County or Engineer may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within fifteen (15) days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

If Engineer fails to perform in the manner called for in this Contract or if Engineer fails to comply with any other provisions of the Contract, County may terminate this Contract for default. Termination shall be effected by serving a notice of termination on Engineer setting forth the manner in which Engineer is in default. Engineer shall be paid the Contract price only for services performed in accordance with the manner of performance as set forth in this Contract.

#### **16. Remedies**

In the event of breach of this Contract the parties shall have the following remedies:

- 16.1 If terminated under paragraph 15 by County due to a breach by Engineer, County may complete the work either itself, by agreement with another contractor, or by a

combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then Engineer shall pay to County the amount of the reasonable excess.

- 16.2 In addition to the above remedies for a breach by Engineer, County also shall be entitled to any other equitable and legal remedies that are available.
- 16.3 If County breaches this Contract, Engineer's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Engineer is entitled.
- 16.4 County shall not be liable for any indirect, incidental, consequential, or special damages under the Contract or any damages arising solely from terminating the Contract in accordance with its terms.
- 16.5 Upon receiving a notice of termination, and except as otherwise directed in writing by County, Engineer shall immediately cease all activities related to the services and work under this Contract. As directed by County, Engineer shall, upon termination, deliver to County all then existing work product that, if the Contract had been completed, would be required to be delivered to County.

**17. Nondiscrimination**

During the term of this Contract, Engineer shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin.

**18. Experience, Capabilities and Resources**

By execution of this Contract, the Engineer agrees that:

Engineer is an experienced Engineering firm having the skill, legal capacity, and professional ability necessary to perform all the services required under this Contract to design or administer the work of the scope and complexity of this project.

Engineer has the capabilities and resources necessary to perform the obligations of this Contract.

Engineer is familiar with all current laws, rules, and regulations which are applicable to the design and construction of the project, and that all drawings, specifications, and other documents prepared by Engineer shall be prepared in accordance with the standard of care of other professionals performing similar services under similar conditions and in an effort to accurately reflect and incorporate all such laws, rules, and regulations.

**19. Drawings, Specifications and Other Documents**

Engineer hereby agrees that it will, in a manner consistent with its standard of care defined in above in Section 18, prepare all reports, specifications, and other documents pursuant to this Contract so that they are complete and that the project, if constructed in accordance with the intent established by such reports, specifications, and other documents, shall be structurally sound and a complete and properly functioning facility.

**20. Errors and Omissions**

Engineer shall be responsible for correcting any errors or omissions in the reports, specifications, and/or other documents which deviate from the standard of care set forth in Section 18. Engineer shall correct at no additional cost to County any and all such errors and omissions in the reports, specifications, and other documents prepared by Engineer or its subconsultants. Engineer further agrees to assist County in resolving problems relating to the project designs or specified materials.

**21. Contract Performance**

Engineer shall at all times carry on the services diligently, without delay and punctually fulfill all requirements herein. All construction documents shall be completed sufficient for turn in for permit review and the dates for such shall be negotiated.

Engineer shall not be liable for delays that are beyond Engineer's control. Contract expiration shall not extinguish, prejudice, or limit either party's right to enforce this Contract with respect to any breach of Engineer's warranties or a default or defect in performance by Engineer that has not been cured. Engineer agrees that time is of the essence under this Contract.

**22. Access to Records**

For not less than three (3) years after the Contract expiration and for the purpose of making audit, examination, excerpts, and transcripts, County, and its duly authorized representatives shall have access to Engineer's books, documents, papers, and records that are pertinent to this Contract. If, for any reason, any part of this Contract, or any resulting construction contract(s) is involved in litigation, Engineer shall retain all pertinent records for not less than three years or until all litigation is resolved, whichever is longer. Engineer shall provide full access to these records to County, and its duly authorized representatives in preparation for and during litigation.

**23. Representations and Warranties**

Engineer represents and warrants to County that (1) Engineer has the power and authority to enter into and perform this Contract, (2) when executed and delivered, this Contract shall be a valid and binding obligation of Engineer enforceable in accordance with its

terms, (3) Engineer shall, at all times during the term of this Contract, be duly licensed to perform the services, and if there is no licensing requirement for the profession or services, be duly qualified and competent, (4) the services under this Contract shall be performed in accordance with the professional skill, care and standards of other professionals performing similar services under similar conditions. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

**24. Attorney Fees**

In case a suit or action is instituted to enforce the provisions of this contract, the parties agree that the losing party shall pay such sums as the court may adjudge reasonable for attorney fees and court costs, including attorney fees and costs on appeal.

**25. Successors and Assigns; Subcontractors and Assignments**

The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

**26. Limitation of Liabilities**

County shall not be liable for (i) any indirect, incidental, consequential, or special damages under the Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

**27. Foreign Contractor**

If Engineer is not domiciled in or registered to do business in the state of Oregon, Engineer shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Contract. Engineer shall demonstrate its legal capacity to perform the work under this Contract in the state of Oregon prior to entering into this Contract.

**28. Confidentiality**

Engineer shall maintain the confidentiality of any of County's information that has been so marked as confidential, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent Engineer from establishing a claim or defense in an adjudicatory proceeding. Engineer shall require similar agreements from County's and/or Engineer's subconsultants to maintain the confidentiality of information of County.

**29. Force Majeure**

Engineer shall not be deemed in default hereof nor liable for damages arising from its failure to perform its duties or obligations hereunder if such is due to causes beyond its

reasonable control, including, but not limited to, acts of God, acts of civil or military authorities, fires, floods, windstorms, earthquakes, strikes or other labor disturbances, civil commotion or war.

**30. Waivers**

No waiver by County of any provision of this Contract shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by Engineer of the same or any other provision. County's consent to or approval of any act by Engineer requiring County's consent or approval shall not be deemed to render unnecessary the obtaining of County's consent to or approval of any subsequent act by Engineer, whether or not similar to the act so consented to or approved.

**31. Severability**

Any provisions of this Contract which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and such remaining provisions shall remain in full force and effect.

**32. Headings**

The captions contained in this Contract are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.

**33. Integration**

This Contract, including the attached exhibits contains the entire agreement between the parties regarding the matters referenced herein and supersedes all prior written or oral discussions or agreements regarding the matters addressed by this Contract.

**34. Amendments**

Changes to the Contract shall be made only by written Amendment. No change in the work or any extra work shall be performed prior to execution of an Amendment by County, signed by Engineer and County authorizing a change in the work and/or an adjustment in the price, deliverable due dates, substantial completion date, or final completion date. The price included on any Amendment shall be inclusive of all estimated costs, both direct and indirect, relating to the change in work. Further, the Amendment shall provide a detailed basis for substantiating any monetary and/or work changes. If monetary changes are made, the Amendment shall contain a maximum not to exceed amount.

**35. Authority**

The representatives signing on behalf of the parties certify that they are duly authorized

by the party for which they sign to make this Contract.

**36. Certificate of Compliance with Oregon Tax laws**

By executing this Contract, Engineer certifies under penalty of perjury that Engineer is, to the best of Engineer's knowledge, not in violation of any Oregon tax laws described in ORS 305.385(6) and (7).

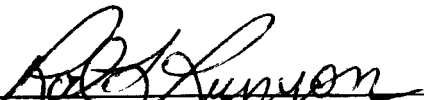
COUNTY:

WASCO COUNTY

ENGINEER:

BELL DESIGN COMPANY, INC.

By:

  
Rod L. Runyon, Commission Chair

By:

  
Stoner Bell, President

By:

  
Scott C. Hege, Commissioner

By:

  
Steve D. Kramer, Commissioner

APPROVED AS TO FORM:

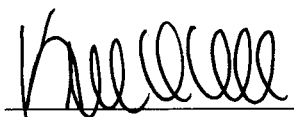
  
Kristen Campbell, County Counsel





Exhibit A

Project No. 17B031

**Estimate of Services for Wasco County Courthouse  
Stair Restabilization**

Task #	Review Item	Rate (PE) \$133.00 (Hourly)	Rate (ETT) \$90.00 (Hourly)	Cost US \$ Total
<b>1- 0</b>	<b>Preliminary Findings and Restoration Recommendations</b>			
1- 1	Initial Site Visit		2	\$180.00
1- 2	Follow up Site Visit; Measurements of Existing Structure		4	\$360.00
1- 3	Evaluate Condition of Existing Structure		4	\$360.00
1- 4	Prepare Existing Conditions Report & Recommend Replacement Plan		4	\$360.00
1- 5	Review and Submit	0.5		\$66.50
<b>Subtotal 1-0 Preliminary Findings and Restoration Recommendations</b>		<b>0.5</b>	<b>14</b>	<b>\$1,326.50</b>

Task #	Review Item	Rate (PE) \$131.00 (Hourly)	Rate (ETT) \$90.00 (Hourly)	Cost US \$ Total
<b>2- 1</b>	<b>Prepare Preliminary Restoration Plans and Sections</b>		12	\$1,080.00
2- 2	Evaluate Replacement Quantities		8	\$720.00
2- 3	Evaluate Construction Sequence		8	\$720.00
2- 4	Prepare Cost Estimate		10	\$900.00
2- 5	Review and Submit	2		\$266.00
<b>Subtotal 2-0 Restoration Plan &amp; Cost Estimate</b>		<b>2</b>	<b>38</b>	<b>\$3,686.00</b>

Task #	Review Item	Rate (PE) \$131.00 (Hourly)	Rate (ETT) \$90.00 (Hourly)	Cost US \$ Total
<b>3- 1</b>	<b>Prepare Bid-ready Repair Plans and Details</b>		12	\$1,080.00
3- 2	Prepare Construction Sequence & Materials Specifications		12	\$1,080.00
3- 3	Review and Submit	4		\$532.00
<b>Subtotal 3-0 Final Design of Improvements</b>		<b>4</b>	<b>24</b>	<b>\$2,692.00</b>

	Rate (PE)	Rate (ETT)	Total Cost
<b>Design Subtotals 1 - 3</b>	<b>\$864.50</b>	<b>\$6,840.00</b>	<b>\$7,704.50</b>

<b>All Sections: 1 - 3</b>	<b>SUBTOTAL</b>	<b>\$7,704.50</b>
	<b>10% Contingency</b>	<b>\$770.45</b>
	<b>Total Estimate</b>	<b>\$8,474.95</b>

**Scope to include:**

**Preliminary Findings and Restoration Recommendations**  
Evaluate current structure type and condition and recommend a replacement plan.

**Restoration Plan & Cost Estimate**  
Prepare preliminary restoration construction plan and subsequent construction sequence & cost estimate.

**Prepare Construction Plans & Specifications**  
Prepare final construction plan for bid. Construction sequence and specifications to be in note form on construction plans.



STATE OF WASHINGTON

Department of Labor &amp; Industries

## Certificate of Workers' Compensation Coverage

April 11, 2017

WA UBI No.	601 587 665
L&I Account ID	873,677-00
Legal Business Name	BELL DESIGN CO
Doing Business As	BELL DESIGN COMPANY
Workers' Comp Premium Status:	Account is current.
Estimated Workers Reported (See Description Below)	Quarter 1 of Year 2017 "11 to 20 Workers"
Account Representative	Employer Services Help Line, (360) 902-4817
Licensed Contractor?	No

### What does "Estimated Workers Reported" mean?

Estimated workers reported represents the number of full time position requiring at least 480 hours of work per calendar quarter. A single 480 hour position may be filled by one person, or several part time workers.

### Industrial Insurance Information

Employers report and pay premiums each quarter based on hours of employee work already performed, and are liable for premiums found later to be due. Industrial Insurance accounts have no policy periods, cancellation dates, limitations of coverage or waiver of subrogation (See RCW 51.12.050 and 51.16.190).