

**WASCO COUNTY BOARD OF COMMISSIONERS
SPECIAL SESSION / AGENDA WEDNESDAY, JUNE 22, 2011**

LOCATION: Wasco County Courthouse, Deschutes Basement Meeting Room
511 Washington Street, The Dalles, Oregon

NOTE: This Agenda is subject to last minute changes.

10:15 a.m. **CALL TO ORDER**

CONSIDERATION AND APPROVAL of the Wasco County Fund Balance Policy.

APPROVAL of Resolution #11-016 declaring a suspension on the Establishment of new County Roads.

ADJOURN

Meetings are ADA accessible. If special accommodations are needed please contact the Commission Office in advance, (541) 506-2520. TDD 1-800-735-2900. Wasco County does not discriminate against individuals with disabilities.

WASCO COUNTY FUND BALANCE POLICY

PURPOSE OF POLICY: The purpose of this policy is to outline the procedure for categorizing the different components of ending fund balance in conformity with GASB Statement No. 54, "Fund Balance Reporting and Governmental Fund Type Definitions". The goal of Statement 54 is to better define the constraints placed on the different components that make up fund balance.

BACKGROUND: In February 2009, the Governmental Accounting Standards Board (GASB) issued Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions, which requires the Board of Commissioners to make certain decisions regarding the use of resources and classifications of ending fund balance in order for the annual financial reports (audits) to be in compliance with generally accepted accounting principles (GAAP). Fiscal year 2010-2011 is the first year the county must implement this new statement. The intent of GASB 54 is to improve the usefulness of the amounts reported in ending fund balances on the year-end financial reports by providing clearer fund balance classifications that can be more consistently applied and by clarifying the existing governmental fund type definitions.

The Wasco County policy establishes the order of use if multiple categories of resources are applicable to an expenditure. The County shall access the funds in the following order: Restricted, Committed, Assigned, Unassigned.

Under the new GASB 54 rules, if the balance of a Special Revenue Fund is not formally restricted or committed by fiscal year end, then it must be reported as part of the General Fund for fiscal year end audited financial statement purposes. Staff recommends that the Board of Commissioners adopt the following list of the county's Special Revenue Funds and their expected ending fund balance classifications:

Fund	Title	Category
201	HEALTH GRANTS FUND	Restricted by State Statute
202	PUBLIC WORKS FUND	Restricted by State Statute
203	COUNTY FAIR FUND	Restricted by State Statute
204	COUNTY SCHOOL FUND	Restricted by State Statute
205	LAND CORNER PRESERVATION FUND	Restricted by State Statute
206	FOREST HEALTH PROGRAM FUND	Restricted by State Statute
207	HOUSEHOLD HAZARDOUS WASTE FUND	Committed by Commissioners
209	LAW LIBRARY FUND	Restricted by State Statute
223	PARKS FUND	Restricted by State Statute
227	COMMUNITY CORRECTIONS FUND	Restricted by State Statute
229	COURT FACILITIES SECURITY FUND	Restricted by State Statute
232	COMM ON CHILDREN & FAMILIES FUND	Restricted by State Statute
237	CLERK RECORDS FUND	Restricted by State Statute

In addition GASB 54 allows the County Commissioners authority to assign ending fund balances or bestow this authority to a county officer or designee. To provide the county with the most flexibility in financial reporting, staff is recommending that the Finance Director be given authority to assign resources and ending fund balances if applicable. The authority to commit resources and ending fund balances will remain with the Board of Commissioners through resolution or ordinance.

FISCAL IMPACT: The adoption of this resolution will allow the county to comply with the requirements of GASB 54. It may impact the ending fund balances as resources are spent according to the established order of use. This is a reclassification of ending fund balances into five possible categories instead of the three categories prior to GASB 54.

The components of fund balance will be categorized into one of five categories:

1. Non-spendable fund balance

- Amounts that cannot be spent because they are EITHER:
 - Not in spendable form (i.e. inventories and prepaid amounts); OR
 - Legally or contractually required to be maintained intact (i.e. principal of an endowment)

2. Restricted fund balance

- Amounts should be reported as restricted when constraints placed on the use of resources are EITHER:
 - Externally imposed by creditors, grantors, laws or regulations of other governments; OR
 - Imposed by law through constitutional provisions or enabling legislation

3. Committed fund balance

- Amounts that can only be used for specific purposes pursuant to constraints imposed by formal action of the government's highest level of decision-making authority. These amounts may later be redeployed with appropriate due process by the governing body.
- The formal action should occur prior to the end of the reporting period but the amount may be determined in the subsequent period.

4. Assigned fund balance

- Amounts that are constrained by the government's intent to be used for specific purposes, but are neither restricted nor committed, should be reported as assigned fund balance.
- Intent should be expressed by (a) the governing body itself OR (b) another body or official to which the governing body has delegated the authority to assign amounts to be used for specific purposes.
- Assignments should not cause a deficit in unassigned fund balance to occur.

5. Unassigned fund balance

- Unassigned fund balance is the residual classification for the general fund. This classification represents fund balance that has not been assigned to other funds and that has not been restricted, committed or assigned to specific purposes within the general fund.
- General fund should be the only fund that reports a positive unassigned fund balance amount. In other governmental funds, if expenditures incurred for specific purposes exceeded the amounts restricted, committed or assigned to those purposes, it may be necessary to report a negative unassigned fund balance.

In summary, new categories for fund balance consider “the extent to which the government is bound to honor constraints on the specific purposes for which amounts in the fund can be spent”.

Wasco County will use GASB’s definitions of fund balance for the annual financial reports (audits) and for all other financial reporting. For all financial planning purposes, the term Budgetary Fund Balance will be used and will include any portion of the fund balance that is available for appropriation.

Other Considerations

1. **Stabilization.** The purpose of stabilization arrangements is to provide a revenue source to maintain service delivery during periods of diminished revenues. The County may choose to create stabilization arrangements either by creating new funds or dedicating revenues within existing funds. Stabilization arrangements will be created by the Board of Commissioners and the authorizing legislation shall include the policies on funding and accessing the arrangement.
2. **Fund Balance.** Wasco County will maintain the unassigned fund balance in the General Fund annually as follows:
 - a. To achieve at least two months of total personal services. That amount combined with other resources is sufficient until the main revenue of property tax is received. In the event that the resources decline or become volatile the unassigned amount will be reevaluated.
 - b. To not exceed four months of operating expenses.
3. **Contingency.** Up to and no more than thirty percent of the unassigned fund balance will be budgeted in the contingency line item.

ADOPTED this 22nd day of June, 2011.

WASCO COUNTY BOARD
OF COMMISSIONERS

Sherry Holliday, Chair of Commission

Scott C. Hege, County Commissioner

Rod L. Runyon, County Commissioner

APPROVED AS TO FORM:

Eric J. Nisley
Wasco County District Attorney

**WASCO COUNTY BOARD OF COMMISSIONERS
SPECIAL SESSION
JUNE 22, 2011**

CONSENT AGENDA

1. Regular Session Minutes of June 15, 2011.
2. Resolution #11-016 declaring a suspension on the establishment of new County Roads.
3. Contract Boating Safety and Law Enforcement Services between the State Marine Board and Wasco County.
4. Work and Financial Plan between Wasco County and United States Department of Agriculture, Animal and Plant Health Inspection Services, Wildlife Services (APHIS-WS).



WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
JUNE 15, 2011

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

At 9:00 a.m. Chair Sherry Holliday called to order the Regular Session of the Board of Commissioners.

Chair Holliday asked if there were any changes to today's Agenda.

Commissioner Runyon wanted to add to the Discussion List the survey that he conducted on the Key Area Meetings held with County Departments.

OPEN TO DEPARTMENTS

John Roberts, Planning & Development Director, discussed with the Board the Senior Planner Position. Roberts is requesting to promote Jeanette Montour, Associate Planner, to the Senior Planner Position at Step 3. If Montour receives any step lower than a Step 3 she would be receiving a decrease in pay.

Tyler Stone, Administrative Officer, concurs with Roberts. They met and discussed the wage for Montour.

Some discussion occurred. Roberts informed the Board that he rewrote the Senior Planner Job Description. They have a much better feeling of the duties that are expected of the position.

{{{Commissioner Hege moved to accept the Planning & Development Director's recommendation that Jeanette Montour be promoted to the Senior Planner Position at Step 3, effective June 16, 2011. Commissioner Runyon seconded the motion; it was then passed unanimously.}}}

Jade McDowell, The Dalles Chronicle Reporter, was introduced to the Board of Commissioners at this time.

{{{Commissioner Hege moved to authorize the refilling of the Associate Planner Position at the Planning & Development Department. Commissioner Runyon seconded the motion; it was then passed unanimously.}}}

OPEN TO PUBLIC

Phil Swaim stated that he resides in a Resource Zone on Wasco Butte. He went to the Planning & Development Department on May 2nd to discuss an issue dealing with the rewrite of Chapter 19. He was asked to wait until the Senior Planner was available. When he met with the Senior Planner Swaim was treated poorly. Others in the office witnessed this exchange. Swaim noted that he is aware of the resignation of the Senior Planner.

Swaim stated that he bought his property in the late 1970s before there were any regulations. His property was not approved under a Conditional Use Permit. At the Planning Commission Hearing staff referred to property in the area as being permitted under a conditional use. Swaim went to the Planning & Development Department and was told that the Planner was not in the office. When he was leaving the office he saw the Planner in the parking lot.

Swaim stated that the implication of saying you are conditional use and we do not have the right to participate is inappropriate. Those comments were repeated twice during the Planning Commission Public Hearing.

CONSIDERATION of items listed on the Discussion List of June 15, 2011, (Attached as Exhibit A).

Item #1

*****It was the consensus of the Board of Commissioners to nominate Joan Silver to the Columbia River Gorge/Oregon Investment Board***.**

Item #2

Some discussion occurred regarding the email received from Thomas Gilbertson, City of The Dalles, regarding the City's Vision Action Plan.

To address Gilbertson's request seeking areas of County concerns; the Board feels the following are the areas of County concern: Columbia Gorge Discovery Center, timber funding, urban growth boundary considerations, operations of urban roads, unemployment, investment in the County, The Dalles Armory, Tenth Street development, financial stability of Wasco County, schools and the redistricting of Wasco County.

CONTINUATION OF OPEN TO DEPARTMENTS

Lane Magill, Chief Deputy Sheriff, discussed with the Board of Commissioners the Tower Site Lease Agreement with Day Wireless Systems, which is listed on today's Consent Agenda.

Items discussed pertained to the lease amount and the communication sites used by the Sheriff's Office.

ADOPTION of the Wasco County Budget for Fiscal Year 2011-2012.

Monica Morris, Finance Manager/Budget Officer, stated that she is asking for the Board to approve the Resolution adopting the County's Budget for Fiscal Year 2011-2012 in the amount of \$34,433,650. This is the approved budget with no changes.

Morris noted that every three years the County's audit gets reviewed by the State of Oregon. The County has received a letter noting all the things that they found in this review. Morris has spoken to County Auditor Carol Friend. They plan to meet with the Board on July 6th to discuss the letter received from the Office of the Secretary of State.

Morris stated that the Board of Commissioners needs to adopt a Resolution noting how the deficiencies in the Audit will be addressed. Morris pointed out the error she made in the Resolution last year which adopted the Budget for Fiscal Year 2010-2011. She changed the way our Department Heads can spend their money. Historically when the budget was adopted any Fund other than the General Fund had to live within the different categories. If you were in the General Fund you did not have to; you could go over one category and use the other category to compensate for the over expenditure. Morris stated that she made a decision last year to hold all Departments to the same requirements. Where she went wrong was changing the wording in the adopting Resolution to acknowledge that change.

Morris is requesting that the Board adopt the Resolution correcting deficiencies disclosed in the June 30, 2010 Wasco County Audit.

{{{Commissioner Hege moved to approve Resolution #11-016 in the matter of correcting deficiencies disclosed in the June 30, 2010, Wasco County Audit. Commissioner Runyon seconded the motion; it was then passed unanimously.}}}

{{{Commissioner Holliday moved to approve Resolution #11-015 in the matter of the Fiscal Year 2011-2012 Budget, Tax Levy and Appropriations. Commissioner Runyon seconded the motion; it was then passed unanimously.}}}

Morris briefly explained the background on Order #11-096 in the matter of transferring \$25,000.00 from General Fund Contingency to the Law Enforcement Division Overtime Account during Fiscal Year 2010-2011 and Order #11-097 in the matter of transferring \$10,000.00 from within the Health Grants Fund Bioterrorism Division during Fiscal Year 2010-2011.

Some discussion occurred regarding the transfer requests.

CONTINUATION OF THE CONSIDERATION of items listed on the Discussion List of June 15, 2011.

Item #3

The Board acknowledged that Resolution #11-014 in the matter of the establishment of the Operating Reserve Fund #327, which was approved on June 8, 2011, was changed to Resolution #11-013 at the time of filing due to the Board taking no action on Resolution #11-013 declaring a suspension on the establishment of new County Roads.

Item #4

Commissioner Holliday stated that she sent to the Board of Commissioners the email that she received from Dan Durow, City of The Dalles, in regards to the Employment Tax Credit Rebate that will be received by the City of The Dalles and Wasco County for being the Co-Sponsors for the Google Project. Chair Holliday is suggesting that the funds that the County receives be given to the Wasco County Economic Development Commission for their use.

Commissioner Hege stated he is inclined to wait to see if the Economic Development Commission could use the funding for a special project.

Commissioner Runyon stated that his initial thought was using the funding for the Veterans Service Office.

Morris stated that how we handle it will depend on when we get it and what the dollar amount is. Accepting and appropriating the funding will not be a problem.

Some discussion occurred.

KEITH CLEVELAND, CODE COMPLIANCE OFFICER. Approval of Enforcement Action by the Wasco County Hearings Officers.

Keith Cleveland, Code Compliance Officer, presented a brief history on the actions taken by the Planning & Development Department in regards to the land use violations on property owned by Thomas Teven. He noted that Teven has an illegal dwelling on property located on Skyline Road.

The Board of Commissioners signed an Agreement on March 16, 2011 allowing Teven to reside in the dwelling. Teven was aware that there would be consequences in addressing the violation. The consequences were noted by Cleveland at this time, as shown in the letter to Thomas Teven dated April 12, 2011. Cleveland noted that the fine will stop at \$34,310, which is the value of the structure.

Cleveland noted if at any time Teven chooses to correct the violation, or the property is rezoned which would allow the structure to remain, a property compliance document would be issued and recorded.

Cleveland went over the Hearings Officer Order #11-090.

{{{Chair Holliday moved to approve Hearings Officer Order #11-090 for Thomas Teven. Commissioner Hege seconded the motion; it was then passed unanimously.}}}

MIKE COURTNEY, WASCO COUNTY INSURANCE AGENT. Consideration and decision on Property, Casualty and Worker's Compensation Insurance coverage for Fiscal Year 2011-2012.

Mike Courtney, Courtney Insurance Agency, Inc., read his recommendation letter on proposals received from City County Insurance and SAIF Corporation for furnishing Wasco County with general and automobile liability and workers compensation insurance for Fiscal Year 2011-2012, (Attached as Exhibit B).

Courtney noted the differences in cost between this year's and last year's general and automobile liability proposals. The biggest reason for the change in cost is the change in the fire grade for Mid-Columbia Fire and Rescue (MCFR).

Some discussion occurred in regards to the change in fire grade for MCFR. Courtney noted that MCFR can apply for a regrade.

Courtney noted the liability coverage that Wasco County is insured for. He stated that Wasco County's buildings are valued at \$38,870,130, contents at \$8,282,364 and has \$5,000,000 in earthquake and \$5,000,000 in flood coverage. Both of these limits apply to the CIS Pool; it does not just include Wasco County.

This year's coverage does not include insurance for our contractors' equipment. CIS will not cover this equipment since the County does not insure our own equipment.

Courtney went over the Workers Compensation Proposal. He stated that our loss history has affected our premium and our experience rating. SAIF is working with the County to improve our rating. Courtney expects that our experience mode will come back down.

Some discussion occurred regarding the workers compensation cost for insuring County volunteers. It was noted that all volunteers are not covered by workers compensation. The County must adopt a Resolution listing which volunteers will be covered.

Morris noted that the County's Budget for Fiscal Year 2011-2012 includes funding to cover the cost in general and automobile liability and workers compensation insurance coverage.

{{{Chair Holliday moved to approve the City/County Insurance Services Property and Liability Proposal for Fiscal Year 2011-2012 for the cost of \$154,199 and to approve the SAIF Compensation Workers Compensation Annual Prepay Proposal in the amount of \$145,721. Commissioner Runyon seconded the motion; it was then passed unanimously.}}}

CONTINUATION OF THE CONSIDERATION of items listed on the Discussion List of June 15, 2011.

Item #5

The Board of Commissioners discussed the expiration of Chip Wood's term on the QLife Budget Committee. Members of the Board will contact Wood to see if he is interested in being reappointed to the QLife Budget Committee before making a decision on advertising for the upcoming opening.

Commissioner Hege is interested in getting other citizens involved in the various Boards and Committees.

This matter will remain on the Discussion List for future discussion.

The Board recessed at 10:33 a.m.

The Board reconvened at 10:40 a.m.

MARTY MATHERLY, ROADMASTER. Consideration of the adoption of the Resolution declaring a suspension on the establishment of new County Roads.

Marty Matherly, Roadmaster, stated that he has been consistent with the plan that the County started back in 2007. The Public Works Department is being proactive about our finances into the future. When we downsized the Department back then we started making changes on what we were doing, such as snow removal to meet the size of the Department. The proposed Resolution is a proactive move that gives us an opportunity to say no to taking on new County Roads. It is based on our current and future funding. If our funding comes back it gives us an opportunity to accept County Roads. It sends a good message that we are being proactive and managing the best we can for the resources that we have. This may be a good message to send to our representatives in Congress.

Matherly stated that the message he wants to send to the Board of Commissioners is that we do not need any more roads to snow plow, to provide vegetation management on, to paint stripe or to provide pavement maintenance on.

Commissioner Runyon suggested that the Resolution include language that speaks to the further reduction in funding down from the current \$1.3 million in revenue.

Some discussion occurred in regards to the proposed language in the Resolution which speaks to revenues received under the Emergency Stabilization Act of 2008 and local improvement districts.

Commissioner Hege suggested that Section 2 be reworded which would give the County some flexibility on a case by case basis.

Matherly stated that he would not recommend that. The message is we need funding back so that we can take more on. The level of services would change. We do not have enough money to maintain the service level.

A lengthy discussion occurred in regards to wording under Section 2 which speaks to Local Improvement Districts.

Stone suggested amending the language under Section 2 which would address the concerns of Commissioner Hege and Matherly. The amended language would allow the Board of Commissioners to determine if the Forest Safety-Net Funds or other sustainable funds have been identified that would allow the creation of roads in any new Local Improvement District.

Commissioner Hege thinks it is a good idea and he supports the adoption of the Resolution as discussed.

Staff noted that Resolution #11-016 in the matter of correcting deficiencies disclosed in the June 30, 2010, Wasco County Audit will need to be renumbered to Resolution #11-014 due to the Board not approving today the Resolution declaring a suspension on the establishment of new County Roads.

KATHI HALL, NORTH CENTRAL PUBLIC HEALTH DISTRICT BUSINESS MANAGER, AND GLENN PIERCE, PUBLIC HEALTH DISTRICT ENVIRONMENTAL HEALTH SPECIALIST SUPERVISOR. Consideration and approval of revised Fee Schedules for the North Central Public Health District.

Kathi Hall, Business Manager, Glenn Pierce, Environmental Health Specialist Supervisor, and Teri Thalhofer, Director, were present to discuss the proposed increase in fees for the North Central Public Health District.

Hall noted that the last change in their fee schedules for immunizations, family planning and miscellaneous fees was January, 2010.

Thalhofer stated the Board of Health for the North Central Public Health District adopted the fees for the District. This is the new fee schedule, as proposed. She is requesting that the Board review the proposed fees and make a recommendation to the Board of Health on the adoption of said fees.

Hall went over the fees attached to her memorandum dated June 9, 2011, (Attached as Exhibit C).

Thalhofer noted that most of the fees are discounted. These are the actual costs of the service so that they can bill the clients insurance. The few clients that they serve that have insurance pay the full fee; those that do not have insurance pay a reduced fee. The Department has a sliding fee schedule that can slide to zero depending upon the clients' income.

Some discussion occurred regarding the proposed fees. The Board was informed that an overhead cost is built into the spread sheet. The spread sheet is provided to the District by the State of Oregon.

Pierce went over the On-Site Sewage Disposal Systems and Licensed Facilities Fee Schedules attached to his letter dated June 8, 2011, (Attached as Exhibit D).

Pierce noted that the District's current fees have been in place since 2007. In reviewing the District fees he looked at the CPI over the last few years. He is proposing that the fees be increased by 2%. Some of the fees are over 2%, some are under.

Some discussion occurred regarding the proposed increase in the On-Site Sewage Disposal System and Licensed Facilities Fees. Pierce noted that the Department of Environmental Quality did a cost analysis in the past. However they have fallen back on doing a comparison of the fees each year. The District fees are a hair lower than the state fees.

Pierce stated that the County in the past was considered a Contract County. The fees were developed at the state level. As a Contract County we had to follow the state's fees. The fees were changed by a legislative movement two or three years ago. Our fees are slightly higher than the state's. If the District fees exceed the state's fees by 20% then the state will do an audit. The County would have to justify why we are charging \$1,700 for a very large organizational camp. The District has already spoken to the state; we were encouraged to proceed in this direction. Pierce has done a cost analysis to come up with the fees for the organizational camp. These costs are just for the environmental health side of the District.

Thalhofer stated that we were encouraged by the state to actually reflect our costs for performing inspections on camps in Wasco County. The cost for the nurses is not listed in these fees. It may take up to two days to conduct an annual inspection.

Some discussion occurred.

Morris stated that it would be helpful to change when the fees are amended to right before the budget process so that the new fees can be taken into consideration at the time the County's Budget is being considered.

*****It was the consensus of the Board of Commissioners to support the proposed increase in the Immunization, Family Planning, Miscellaneous, On-Site Sewage Disposal Systems and Licensed Facilities Fees for the North Central Public Health District***.**

MONICA MORRIS, FINANCE MANAGER. Discussion on GASB 54 Implementation.

Monica Morris, Finance Director/Budget Officer, stated that the County is required to address more specifically our Fund Balances as required by GASB 54. The adoption of the Wasco County Fund Balance Policy is the first step to bringing the County into compliance.

Commissioner Runyon asked if the majority of the wording in the proposed Policy is from the State of Oregon.

Morris replied stating that it is a mixture of both federal and our own language.

Morris went over the proposed Policy at this time. She pointed out that the Policy would require Departments to spend restricted funds first, followed by committed, assigned and then unassigned.

Morris noted the five categories. The first category, Non-Spendable Fund Balance, cannot be spent. The second category, Restricted Fund Balance, is a grant, law or tax. The third category is going to be committed by the highest authority of the County. It can only be uncommitted by the same action. The fourth category is assigned, it is an intent.

Morris noted that the last paragraph on Page 1 clarifies what our Special Revenue Funds are. The top paragraph on Page 2 authorizes her to assign resources and ending fund balances. The authority to commit resources will still lie with the Board of Commissioners.

Morris stated that our ending fund balances will have to be applied to one of these five categories. General Fund will probably be in all of these categories. The last page of the policy states that Wasco County will use these categories in our financials and will acknowledge them in our financial reporting. We will not acknowledge them in our budgeting process. This is a Federal policy; it is not compatible with Oregon Budget Law.

Some discussion occurred.

Morris noted that under the Stabilization Section of the Policy it is addressing our Reserve Funds, and not our Special Reserve Funds. They will be rolled into the General Fund for our financial reporting. Marty Matherly, Roadmaster, has a Reserve Fund; it will be rolled into Fund #202. This policy clarifies the Reserve Fund definition and it categories the money.

Stone asked if we needed to add a second sentence to the Fund Balance Section. The Commission on Children and Families are already funded; second year of funding.

Morris stated that this only needs to address the General Fund. We may need to readdress this when our Beginning Fund Balance begins to go down. Right now we can count on it.

Stone thought one thing that we should discuss is the assigning on how we will use our dollars. The order listed is that restricted dollars dedicated to a source will be used first. The restricted dollars will be used first before using General Fund dollars.

Commissioner Hege asked them to explain what is happening now and how this Policy will change the current practice.

Morris used an example of the Health District receiving \$100,000 in state funding and the District getting funding for administrative support. Instead of spending the administrative dollars in conjunction with the state funding, this Policy requires that the restricted dollars be spent first. This is an example that is across the board.

Commissioner Hege asked what the primary benefit to changing the current practice is.

Morris stated that we do not have a financial policy in place on how to spend our funds. Programs that are state funded that are offered to the taxpayers; we need to spend it on the state funded program. If the state decides to fund it only 80% the members and the public are not hearing that message from the state. It is important that we know what the state is willing to fund a specific program. Under this Policy we will know the service level that we will pass on to the taxpayers. It gives the taxpayers the ability to say if the service is important.

Further discussion occurred. Morris stated it does not make sense to spend our unassigned dollars before spending our restricted dollars. There may be some Departments that may have difficulty jumping on board with the change in philosophy.

Chair Holliday feels the Policy needs to be discussed at a Staff Meeting.

Morris pointed out that the Policy must be adopted by June 30, 2011 in order to be in compliance with GASB 54. Once the Policy is adopted it is set for the Fiscal Year.

Chair Holliday feels there needs to have an explanation. She is surprised that it changes the direction so much on how the funds are spent. Chair Holliday was not fully aware of the issue that there were dedicated dollars being carried over. She is not sure if that is a bad thing. Chair Holliday can see the Department Heads wanting to continue that as long as they can.

Morris noted that this is only one step in complying with GASB 54. The next step will be for her to assign the dollars. She will be working with Department Heads on assigning

the dollars to one of the five categories. Morris stated that it never occurred to her to take the proposed Policy to the Department Head Meeting.

Commissioner Hege wants the Policy to be adopted before the end of the Fiscal Year to be in compliance with the federal regulation.

The Board decided to call for a Special Session on June 22nd to consider any comments from Departments on the adoption of the Wasco County Fund Balance Policy.

Stone will send out the proposed Policy with an explanation of the change.

The Board recessed for lunch at 12:24 p.m.

The Board reconvened at 12:58 pm.

CONSIDERATION AND APPROVAL of the Regular Session Consent Agenda of June 15, 2011, (Attached as Exhibit E).

Some discussion occurred in regards to items listed on the Consent Agenda for June 15, 2011.

WORK SESSION to discuss scenic issues with Rodger Nichols, newly appointed Gorge Commissioner, and Judy Davis, Columbia River Gorge Commissioner.

The Board visited with Rodger Nichols, newly appointed to the Columbia River Gorge Commission, and Judy Davis, current Columbia River Gorge Commission Member, in regards to scenic issues.

Chair Holliday stated that the County had excellent candidates for the County's Representative on the Gorge Commission. The Board of Commissioners decided to have Judy Davis educate us on what has been happening in the scenic area and to provide Rodger Nichols with some idea as to what the County would want to see happen as our Representative.

Davis stated the Commission received a budget report at the Gorge Commission's meeting yesterday. Washington State allocated a smaller amount, \$377,000 less than the State of Oregon. There will be some work during the second year of the biennium to try to bump up the funding from the State of Washington to meet the funding allocated from Oregon.

Davis noted that the Gorge Commission has received three cuts in funding during the current biennium, resulting in another 1.5 FTE reduction. The Columbia River Gorge Commission will not be hiring a Principle Planner and one other employee is going from full time to half time leaving only 1.5 Planners.

Davis stated that the State of Washington has mandated that all employees receive a 3% pay cut on top of no increase in pay.

Chair Holliday asked Davis to address the comments she hears if the Gorge Commission goes away.

Davis stated that the Columbia River Gorge National Scenic Area Act designates the Columbia River Gorge Commission to write the Management Plan, to hear appeals, administer the act for Counties that have not adopted the Plan, and to certify economic development loans. The Act would still be there. There would be lawsuits on who needs to do what. There are a number of functions specifically assigned to the Gorge Commission. The regional planning agency tries to assure consistency.

Davis noted that Wasco County has done a good job in reorganizing our Ordinances that make more sense than the Management Plan.

The Gorge Commission Staff does the development reviews for Klickitat County, Washington. The staff works with all Counties. At the current level of funding the Commission will be doing basic work.

Davis stated that the Gorge Commission needs to continue to work with the legislative bodies as to why we need to continue to exist to fulfill the Scenic Act. We need an adequate level of funding to do the job. The Gorge Commissioners will need to figure out what they can do without a lot of staff time. The Management Plan Review is every five to ten years. The last plan review is still tied up in Court.

Chair Holliday stated that we all feel that the preservation portion of the Act has been addressed, but we have concerns about the economic development side of the Act. She asked that Davis address how the Commission handles that part of the Act.

Davis responded by stating that the Act authorized \$10 million for economic development. Approximately \$8 million has been appropriated of the \$10 million. There has been no funding appropriated over the last ten years. Mid-Columbia Economic Development District staffs the Oregon Investment Board; they make the decision to loan out the money. Wasco County has received more than \$3 million in loans and \$1 million in grants. More than \$4 million has been circulated in Oregon. The Gorge Commission's role is to certify that the project is consistent with the Act. The Columbia River Gorge Commission has now assigned the responsibility for certification to the staff since the Gorge Commission no longer makes that decision.

Nichols stated that the Gorge Commission will be meeting only once per quarter. The Commission is shelving the Vital Indicators Project.

Davis noted that since she has been on the Gorge Commission the Commission now allows weddings gorge wide. That is a type of economic development. There are others items as well.

Some discussion occurred in regards to yesterday's Columbia River Gorge Commission Meeting.

Commissioner Hege stated that one thing that he was hoping that would come out of this discussion was the establishment of a procedure on how our County Representative would be communicating with the Board of Commissioners and the Wasco County Planning & Development Department.

Nichols stated that the question would be what is better, before or after a Gorge Commission meeting. The Agenda is available before the meetings.

Commissioner Runyon stated that he was listening to Nichols news report from yesterday's Gorge Commission Meeting. Commissioner Runyon felt that an email to the Board with Nichols news report would be great.

Bobbie Miller, citizen of Wasco County, asked if there is any talk about Wasco County and our indebtedness for the Columbia Gorge Discovery Center.

Chair Holliday stated it has been talked about in the past.

Miller wondered what the total debt amount is and how much we are paying on it yearly. She wondered if anyone would get a break for using the facility if the people are paying the annual bond payment.

Chair Holliday responded by stating that the total bond payment is roughly \$85,000. The gate receipts are not enough; they could not have their programs if they receive less gate receipts.

Commissioner Hege will bring up the issue raised by Miller at the next meeting of the Crates Point Board.

Commissioner Hege asked Davis how she interfaced with the Planning & Development Department.

Davis stated when dealing with technical issues such as Plan Amendments she would usually call Todd Cornett, former Planning & Development Director, to see if he had any

concerns. Discussing the detail pieces and bigger policy issues she would visit with the County Court/Board of Commissioners.

Commissioner Hege asked Davis how she would encourage Nichols to push the issue of the expansion of the urban growth boundary for the City of The Dalles.

Davis stated the first thing he would need to understand is that the Act requires super majority; two-thirds of the Gorge Commissioners at least four from each state voting for it. The Act also states that the revision must be minor. Minor has never been defined. There needs to be informal discussions to try to figure out what might be workable, what has the possibility of passing, and who will be your road block if it is taken to the Gorge Commission. It will require staff time, which staff does not have time at the current funding level. Davis stated this issue must also come from the County. The City of The Dalles must send it to the County.

John Roberts, Planning & Development Director, stated it would need to be determined if it would require an amendment to the Scenic Act.

Nichols pointed out that the State of Oregon has its own rules on urban growth boundary expansions.

Davis stated that Gorge Commission Staff has been in discussion with the Oregon Department of Land Conservation and Development (DLCD). That is not an issue.

Some discussion occurred regarding the proposed urban growth expansion for the City of The Dalles.

Davis noted during the discussion that the Gorge Commission is not accepting any plan amendments. Urban boundary amendments are considered discretionary.

Commissioner Runyon asked if it is possible for the Gorge Commission to contract out some of the work.

Davis responded by stating that she does not know, you would have to speak to Jill Arens, Executive Director.

Davis pointed out that the Gorge Commission is not allowed to charge any fees. There has been an Attorney General ruling from both states on this matter.

Commissioner Runyon stated that the Gorge Commission Agenda is pretty generic. It would be nice if there is an issue that Nichols thought was important to Wasco County to give the Board of Commissioners and Roberts a heads up on.

Roberts noted that he was not sure if the meetings with the Planning Directors and Gorge Commission Staff will continue. Wasco County, of the three Oregon Counties, receives the most Scenic Area Funding. Wasco County receives \$90,000 over the biennium.

Commissioner Runyon noted that he asked Nichols to bring a list of issues that he has.

Nichols stated that a lot of this stuff does not happen overnight. Out of the View Point Inn Application, there are some 50 properties that are eligible to go on the registry of historic places. That could potentially generate revenue to help them keep open their doors. The Broughton Mill Destination Resort has a long ways to go.

Davis stated that the Broughton Mill Project was challenged in the Oregon Courts. The decision was upheld in the Oregon Court of Appeals. The Supreme Court decided not to hear the case. Skamania County needs to adopt an Ordinance to allow the development of the Mill.

Davis noted that she had hoped that the Air Quality Assessment would have gotten wrapped up before leaving the Gorge Commission. She presented some air quality material to Nichols at this time.

Some discussion occurred in regards to the air quality in the Columbia River Gorge and the new makeup of the Columbia River Gorge Commission.

Miller asked a question in regards to the 25 year celebration of the Scenic Area.

Davis noted some of the events that are planned for this year to celebrate the National Scenic Area. Information on the events is available at gorge25.com.

Chair Holliday thanked Davis for the work that she has done in representing Wasco County over the last eight years on the Columbia River Gorge Commission.

Chair Holliday stated that the Board is looking forward to Nichols representing Wasco County and keeping the interest of the County in mind.

**CONTINUATION OF THE CONSIDERATION AND APPROVAL of the
Regular Session Consent Agenda of June 15, 2011.**

Commissioner Hege had several questions pertaining to Items #1, #2 and #5.

His question on Item #5 Agreement for Challenge Day Program is there money to cover the cost of the services. Staff responded by stating that they believe there is funding to cover the cost of Challenge Day.

The other question Commissioner Hege had is why the County writes off these delinquent taxes; why not keep the outstanding balance on these accounts until they are paid off.

Sylvia Loewen, Chief Tax Deputy, presented the Board with a copy of ORS 311.795 which allows the County to cancel delinquent real and personal property taxes in the amount of \$5.00 or less.

Loewen noted that the write offs are done annually for housekeeping purposes. She noted that the Assessment and Tax Office is requesting that the Board approve Orders canceling \$11.62 in delinquent Personal Property Taxes and \$34.38 in delinquent Real Property Taxes. Warrants are issued on any unpaid personal property tax balances. The cost of issuing a warrant is \$82.00 per property account.

Some discussion occurred. Loewen noted that 99% of the delinquent tax amounts are made by mistake. The County cannot justify sending out a new bill due to the cost of postage and staff time.

{{{Commissioner Hege moved to approve the Regular Session Consent Agenda of June 15, 2011 as presented. Commissioner Runyon seconded the motion; it was then passed unanimously.}}}

The Board recessed at approximately 1:50 p.m.

The Board reconvened at 5 p.m. at the Tygh Valley Community Center in Tygh Valley, Oregon.

COMMUNITY MEETING IN TYGH VALLEY. The meeting will be at the Tygh Valley Community Center located at 57594 Tygh Valley Road, Tygh Valley. The Board will have an open forum for anyone wishing to address the Board.

Chair Holliday noted that she received a phone call from Mike Courtney, Insurance Agent of Record, that Wasco County will be receiving a substantial refund from SAIF. SAIF made an extra \$150 million this last year.

Kathy McBride, Executive Assistant, requested that the Board of Commissioners, as the County's Contract Review Board, make a motion to authorize the purchase of the security cameras at the North Central Public Health District Offices from our current vendor.

Stone stated that the approval would be under sole source since the cameras have to go through our current security system and be installed by our current vendor.

{{{Commissioner Hege moved to exempt the purchase and installation of the camera security system for the North Central Public Health District under the County's Contract Review Board Rules as to sole source. Commissioner Runyon seconded the motion; it was then passed unanimously.}}}

The Board briefly discussed the Canyon Rim Manor located in Maupin, Oregon.

At 5:15 p.m. Jody Chastain stopped in. Chastain informed the Board that the Tygh Valley Community Center is willing to provide an office to the Wasco County Sheriff's Office free of charge. They would like to have a police presence in Tygh Valley.

Chastain noted that Tygh Valley Head Start is moving their operations to the City of Maupin. That move will result in the loss of three part time jobs in the community.

Chastain also noted the improvements that will be made to the Tygh Valley Community Center, such as insulation, roofing, windows and door replacement. Lynn Craig is their grant writer.

Chastain gave the Board a quick tour of portions of the Tygh Valley Community Center.

Commissioner Hege suggested that the Board consider postponing the Public Hearing on the adoption of amendments to the Energy Chapter 19 until the report is released from the Wind Energy Health Impact Assessment Steering Committee. Commissioner Hege and North Central Public Health Director Teri Thalhofer are members of the Steering Committee. He also suggested that the hearing be held during a time when members of the public are able to attend and to provide testimony to the proposed amendments.

Commissioner Hege noted that the report will be released to the public in August. The Committee will be meeting in July, but will see a draft report by the end of June.

Some discussion occurred.

*****It was the consensus of the Board of Commissioners to reschedule the date and time for the Board of Commissioners Public Hearing on proposed amendments to the Energy Chapter 19***.**

Stone informed the Board that he would like to put together a group with an interest in working on a Face Book Page for Wasco County. This is in relationship with our Strategic Plan. He would also like to form a small committee to development an employee recognition program. Stone also suggested that the County have a quarterly barbeque for our employees, where management staff would be cooking hamburgers and serving our staff. This is an inexpensive way to recognize our staff.

Some discussion occurred.

*****It was the consensus of the Board of Commissioners to support an employee barbeque***.**

Commissioner Runyon stated that he sent out a summary of the comments he received from Departments on the Key Area Meetings held with County Departments. From the comments he received there are some Departments that the Board would not have to visit with on a quarterly basis. Some Departments the Board could visit with on a semi-annual or annual basis. Commissioner Runyon will sit down with Stone and develop a listing of Departments and determine how often the Board should meet with them.

Commissioner Hege and Chair Holliday are fine with Commissioner Runyon and Stone developing this listing.

Some discussion occurred regarding the structure of the Senior Management Team Meetings. Stone and Commissioner Runyon are suggesting that an agenda be developed for these meetings. Chair Holliday expressed some concerns with the proposed change in the structure of these meetings.

Chair Holliday and Stone updated the Board on the communications between Mid-Columbia Medical Center and the North Central Public Health District.

Chair Holliday informed the Commissioners of the meeting that she and Stone has on Monday with representatives from Hood River County on the issue of NORCOR funding. It is our feeling that the NORCOR Board has made a decision on funding for Fiscal Year 2011-2012 and that we need to stick with that decision.

The Board signed:

- Order #11-091 in the matter of canceling delinquent Personal Property Taxes.
- Order #11-092 in the matter of canceling delinquent Real Property Taxes.
- Order #11-093 in the matter of the appointment of Rodger Nichols to the Columbia River Gorge Commission as Wasco County's Representative.
- Order #11-094 in the matter of the appointment of Dennis Davis as Wasco County's Representative to the Historic Columbia River Highway Advisory Committee.
- Agreement for Challenge Day Program between Challenge Day, YouthThink, Dufur High School and The Dalles Wahtonka High School.
- Tower Site Lease Agreement between Day Management Corporation, dba Day Wireless Systems and Wasco County Sheriff.
- Order #11-095 in the matter of the designation of a newspaper for the publication of the Annual Tax Foreclosure List.
- Regular Session Minutes of June 8, 2011.

WASCO COUNTY BOARD OF COMMISSIONERS
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- Order #11-096 in the matter of transferring \$25,000.00 from General Fund Contingency to the Law Enforcement Division Overtime Account during Fiscal Year 2010-2011.
- Order #11-097 in the matter of transferring \$10,000.00 from within the Health Grants Fund Bioterrorism Division during Fiscal Year 2010-2011.
- Resolution #11-014 in the matter of correcting deficiencies disclosed in the June 30, 2010, Wasco County Audit.
- Resolution #11-015 in the matter of the Fiscal Year 2011-2012 Budget, Tax Levy and Appropriations.
- Hearings Officer Order #11-090 for Thomas Teven.

The Board adjourned at 6:55 p.m.

WASCO COUNTY BOARD
OF COMMISSIONERS

Sherry Holliday, Chair of Commission

Scott C. Hege, County Commissioner

Rod L. Runyon, County Commissioner

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IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

A RESOLUTION DECLARING A) RESOLUTION
SUSPENSION ON THE ESTABLISHMENT) #11-016
OF NEW COUNTY ROADS.)

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

WHEREAS, Wasco County had received approximately \$1.9 million annually under the Secure Schools and Community Self Determination Act of 2000 ("Forest Safety-Net") for the improvement and maintenance of County Roads, and

WHEREAS, the Forest Safety-Net funding constitutes over 55% of Wasco County's annual dedicated Road Fund revenue; and

WHEREAS, Wasco County now receives approximately \$1.3 million annually under the Emergency Stabilization Act of 2008 for the improvement and maintenance of County Roads; and

1 - RESOLUTION

1 WHEREAS, The Emergency Stabilization Act funds sunset in Federal
2 Fiscal Year 2013 with significantly reduced funding in the next two Fiscal
3 Years, (FY 2012 - \$716,000 and FY 2013 - \$0); and
4

5 WHEREAS, Reauthorization of the Forest Safety-Net or Stabilization
6 Acts and receipt of any associated funding is uncertain; and
7

8 WHEREAS, Without Forest Safety-Net or Stabilization funding Wasco
9 County will not have adequate resources to maintain the existing County
10 Road System.

11 NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF
12 COMMISSIONERS OF WASCO COUNTY, OREGON, as follows:

13 Section 1. That the County hereby suspends the establishment of
14 new County Roads until the Forest Safety-Net or similar funds have in the
15 judgment of the Board of Commissioners been adequately restored. This
16 suspension is subject to the exceptions outlined in Sections 2, 3 and 4.

17 Section 2. That the County is not currently in the financial position
18 to accept petitions for the creation of roads in any new Local Improvement
19 District until the Federal Forest Safety-Net Funds have been, in the judgment
20 of the Board of Commissioners, adequately restored or other sustainable
21 funds have been identified.
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23 Section 3. That the County will not consider acceptance of any
24 Roads created by new development into the County maintained system until
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2 - RESOLUTION

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the Forest Safety-Net or similar funds have in the judgment of the Board been adequately restored.

Section 4. That the Board may consider the establishment of Roads offered to the County for acceptance by other governmental entities, either through agreements prior to the date of this Resolution or through jurisdictional transfers.

DATED this 22nd day of June, 2011.

WASCO COUNTY BOARD
OF COMMISSIONERS

Sherry Holliday, Chair of Commission

Scott C. Hege, County Commissioner

Rod L. Runyon, County Commissioner

APPROVED AS TO FORM:

Eric J. Nisley
Wasco County District Attorney

3 - RESOLUTION

Contract
Boating Safety and Law Enforcement Services

 ORIGINAL

This contract is entered into by and between the STATE OF OREGON, acting by and through its State Marine Board, hereinafter called the BOARD, and Wasco County, through its Sheriffs' Office, hereinafter called the CONTRACTING PARTY or County, under the authority of ORS 830.110 and ORS Chapter 190. The execution and delivery and termination of this contract by Contracting Party must be approved by the County Court or County Board of Commissioners, as applicable.

A. DEFINITIONS

1. "MSLE PPM" shall mean the MARINE SAFETY LAW ENFORCEMENT POLICY AND PROCEDURES MANUAL, the reference manual that governs the boating safety law enforcement program.
2. "AUTHORIZED EXPENDITURES" shall mean those expenditures authorized by the BOARD as noted in the MSLE PPM.

B. BASIC SERVICES TO BE PROVIDED

The CONTRACTING PARTY will provide the following services in accordance herewith and with the MSLE PPM in order to promote safe boating practices on Oregon's waterways:

1. Enforce the applicable provisions of the Oregon Revised Statutes, Chapters 830 and 704.
2. Enforce the applicable provisions of the Oregon Administrative Rules, Chapter 250.
3. Investigate complaints of boating law violations.
4. Actively pursue boating under the influence violations.
5. Investigate boating accidents as specified in the MSLE PPM.
6. Provide law enforcement examinations of boats.
7. Alert the public to unsafe boating conditions.
8. Provide assistance to boaters as warranted, search and rescue services being provided only as noted in the MSLE PPM.
9. Distribute such public information as may be provided by the BOARD.
10. Provide marine patrol coverage on all waters within county jurisdiction with a particular emphasis on those waters described in the Fiscal Year 11/12 Marine Safety and Law Enforcement Program ("Program") budget, which is attached hereto as Exhibit A and made a part of this contract.
11. Implement program improvements as set forth in the current edition of the Marine Law Enforcement Plan to the extent funding allows.
12. Actively participate in formal/informal public boater education including proctoring equivalency exams for Mandatory Education (Boater Education Card), adult education (including Boat Oregon Course), and youth/school education safety programs (minimum: "Aqua Smart" program to second grade students countywide).

C. CONTRACTING PERIOD

This contract shall be effective from July 1, 2011, through June 30, 2012.

D. BUDGET

The BOARD will, upon receipt of expenditure documentation, pay to the COUNTY an amount not to exceed in the aggregate the sub-total shown in the below listed BOARD column. Board's payments shall not pay for all services of County and County shall provide a match (County Match) as shown below. These payments will be for such boating safety and law enforcement services as are contained in this contract and Exhibit A.

	BOARD	County Match
Personnel Services	\$41,705	\$ 660
Services and Supplies	\$ 6,375	\$11,710
Sub-Total	\$48,080	\$12,370
<u>Program Grand Total</u>	<u>\$60,450</u>	

E. PAYMENT SCHEDULE

Payments to the CONTRACTING PARTY shall be made on a semi-annual basis for Authorized Expenditures actually incurred in accordance with the MSLE PPM and shall be paid within thirty (30) days of receipt of a signed State Marine Board voucher and expenditure report denoting such expenditures. This expenditure report must also display those expenditures, which will constitute the County Match. The final request for payment must be received at the Board office no later than July 31 immediately following the conclusion of the contract period (unless otherwise advised).

F. GENERAL PROVISIONS

1. The CONTRACTING PARTY shall perform the services required under this contract as an independent contractor. Each party shall be responsible exclusively with respect to their 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. Any wages, salaries or reimbursements made to employees of the CONTRACTING PARTY shall be at a reasonable rate as compared to the rate for similar work within the CONTRACTING PARTY'S county and similar surrounding counties.
2. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now of 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.

With respect to a Third Party Claim for which the Board is jointly liable with the CONTRACTING PARTY (or would be if joined in the Third Party Claim), the Board 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 CONTRACTING PARTY in such proportion as is appropriate to reflect the relative fault of the Board on the one hand and of the CONTRACTING PARTY 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 Board on the one hand and of the CONTRACTING PARTY 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 Board's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the Board had sole liability in the proceeding.

With respect to a Third Party Claim for which the CONTRACTING PARTY is jointly liable with the Board (or would be if joined in the Third Party Claim), the CONTRACTING PARTY 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 Board in such proportion as is appropriate to reflect the relative fault of the CONTRACTING PARTY on the one hand and of the Board 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 CONTRACTING PARTY on the one hand and of the Board 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 CONTRACTING PARTY'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.

3. 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.
4. Indemnification by Subcontractors. The CONTRACTING PARTY shall take all reasonable steps to cause its contractor(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 ("Indemnitee") 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 CONTRACTING PARTY's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the CONTRACTING PARTY's contractor from and against any and all Claims.
5. During the term of this contract, the CONTRACTING PARTY shall provide insurance to cover all loss, damage or injury to the equipment purchased under this contract, in an amount no less than the purchase price thereof. Such insurance shall be provided by the CONTRACTING PARTY through an insurer duly authorized to do business in the State of Oregon but may be provided by self-insurance. Any proceeds from insurance or self-insurance shall be applied to the repair or replacement of the damaged equipment unless the CONTRACTING PARTY received prior written direction or authorization from the BOARD to otherwise dispose of the proceeds.
6. This contract is subject to all applicable federal Assurances specified in Exhibit B attached hereto and by this reference made a part hereof. If applicable, CONTRACTING PARTY shall provide the BOARD its Annual Comprehensive Financial Report as required in the Single Audit Act of 1984, 31 U.S.C. §§7501-7507 (1994) *as amended* by Pub.L. 104-156, §§ 1-3, 110 Stat. 1397 (1996). At the end of each fiscal year during the term of this contract, the CONTRACTING PARTY will be notified of the amount of federal pass-through dollars included in the payments made by the BOARD to the CONTRACTING PARTY during that fiscal year.
7. Payment requests shall only be for services provided by the CONTRACTING PARTY pursuant to this contract and for costs incurred by the CONTRACTING PARTY in conjunction with such services (including salaries, supplies or purchases of equipment).
8. This Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, except by written instrument by both parties.
9. 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.

G. BOARD RESPONSIBILITIES

1. The BOARD and its officers, agents and employees shall neither solicit nor accept gratuities, favors, or anything of monetary value from the CONTRACTING PARTY.
2. The BOARD shall maintain selected records of marine effort and activity in order to assure adequate performance within the terms, conditions and specifications of this contract.
3. The BOARD acknowledges and agrees that the ownership of any boat purchased by the CONTRACTING PARTY during the term of this contract shall be vested in the CONTRACTING PARTY regardless of funding source, subject to Section H.7 hereof.

H. CONTRACTING PARTY RESPONSIBILITIES

1. The CONTRACTING PARTY shall furnish and supply all necessary labor, supervision, equipment, communications, facilities, and supplies necessary to provide the level of service described in the MSLE PPM and the CONTRACTING PARTY'S proposed marine patrol budget.
2. Standards of performance, discipline of officers, and other matters incidental to the performance of the services required to be performed hereunder by the CONTRACTING PARTY and the control of personnel performing such services shall at all times be the responsibility of the CONTRACTING PARTY.
3. Personnel assigned by the CONTRACTING PARTY to the duty of boating law enforcement shall be mentally and physically capable of performing such duties. They shall have a thorough knowledge of boating laws and regulations and the powers, duties, and limitations of the authority of police officers. They shall have a thorough knowledge of operations of small boats and the rules and regulations pertaining thereto. All marine patrol personnel, other than assistants, must complete the Marine Law Enforcement Training Course approved by the BOARD and be certified by the Board.
4. All persons engaged in the boating law enforcement program shall actively cooperate with the BOARD.
5. The CONTRACTING PARTY shall not enter into any subcontracts for marine law enforcement services required to be provided hereunder by the CONTRACTING PARTY without the prior written approval of the BOARD. The BOARD's consent to any subcontract shall not relieve the CONTRACTING PARTY of any of its duties or obligations under this contract.
6. The CONTRACTING PARTY shall maintain all fiscal records relating to this contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this contract in such a manner as to clearly document the CONTRACTING PARTY'S performance. The CONTRACTING PARTY acknowledges and agrees that the BOARD 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 CONTRACTING PARTY that are pertinent to this contract to perform examinations and audits and make excerpts and transcripts. The CONTRACTING PARTY shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of seven (7) years, or such longer period as may be required by applicable federal law, following final payment and termination of this contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this contract, whichever date is later.
7. The CONTRACTING PARTY agrees to maintain in good working condition any boat or major piece of equipment purchased, in whole or in part, by the CONTRACTING PARTY with funds received pursuant to this contract. Preventative maintenance schedules for boats and trailers will be established and be adhered to.

Further, upon the trade-in or sale of a boat or major piece of equipment purchased, in whole or in part, with funds received pursuant to this contract, any proceeds derived from such trade-in or sale shall remain in the CONTRACTING PARTY'S marine budget for use in the Marine Law Enforcement program. Upon termination of this contract, all boats and major pieces of equipment purchased, in whole or in part, with funds received pursuant to this contract shall be returned to the BOARD for reassignment.

8. The CONTRACTING PARTY agrees that the use of any boat or major piece of equipment purchased, in whole or in part, by the CONTRACTING PARTY with funds provided pursuant to this contract shall be limited to activities necessary to carry out the provisions of this contract and such other authorized activities as contained in the MSLE PPM.
9. The CONTRACTING PARTY agrees that each person employed for the purpose of fulfilling provisions of this contract shall wear a Coast Guard approved personal floatation device (life jacket) while working or riding in boats.
10. The CONTRACTING PARTY covenants that it will improve performance in all areas identified in prior written communication such as monthly report cards, field evaluations as well as other pertinent documents. And as recommended by State auditors, the CONTRACTING PARTY must comply with performance norms as outlined in MSLE PPM. Performance will be monitored periodically for purpose of noting improvement and to document the CONTRACTING PARTY'S compliance with this Section H. 10. Such information may be considered by the BOARD in future contract negotiations and non-compliance with MSLE PPM performance standards may identify the CONTRACTING PARTY'S program as a candidate for audit and may place the CONTRACTING PARTY'S program at risk of funding reductions.
11. The CONTRACTING PARTY shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this contract. The BOARD'S performance under this contract is conditioned upon the CONTRACTING PARTY'S compliance with the provisions of ORS 279B.220, 279B.230, 279B.235, and 279.555, which are incorporated by reference herein.
12. Contracting Party shall defend, save, hold harmless, and indemnify the Board and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of, or relating to the activities of Grantee or its officers, employees, contractors, or agents under this Agreement. Contracting Party is required to indemnify pursuant to this Section 12 only to the extent permitted by Article XI, Section 10, of the Oregon Constitution.

I. TERMINATION

1. This contract may be terminated by mutual consent of both parties; by either party on 30 days notice; or by either party upon 20 days notice under the following conditions:
 - a. If funding from federal, state or other source(s) is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. When possible, and when agreed upon, the contract may be modified to accommodate a reduction in funds.
 - b. If any federal, state, local or county law, regulation, ordinance or guideline is modified or changed in such a way that the services are no longer allowable or appropriate for purchase under this contract.
 - c. If the CONTRACTING PARTY commits any material breach or default of any covenant, warranty, obligation or agreement under this contract, and such breach, default or failure is not cured within such 20-day period after delivery of the Board's notice.
2. The Board shall be entitled to any and all rights and remedies at law or in equity.

J. FORCE MAJEURE

1. If either CONTRACTING PARTY or BOARD is rendered unable to perform its duties under this Agreement due to acts of God, riot, war, terrorism, bioterrorism, civil unrest, flood, earthquake, power outage, or government fiat (a "Force Majeure Event"), then during the pendency of such Force Majeure Event, but for no longer period, the obligations of such Party will be suspended (or reduced, as applicable) to the extent the Force Majeure Event makes performance impossible. During the occurrence of a Force Majeure Event, CONTRACTING PARTY shall use best efforts to continue to perform its duties under this Agreement to the maximum extent possible notwithstanding such occurrence. Upon the occurrence of a Force Majeure Event, BOARD is obligated to pay only for those deliverables actually delivered and accepted by BOARD. If the Force Majeure Event continues to prevent performance for a period of thirty (30) consecutive days, then BOARD has the right to suspend its performance or terminate this Agreement, or both.

K. MISCELLANEOUS

1. Except as otherwise expressly provided in this contract, 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 CONTRACTING PARTY or the BOARD at the address or number set forth on the signature page of this contract, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section K.1. 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 communications or notice by personal delivery shall be deemed to be given when actually delivered.

2.
 - a. The laws of the State of Oregon (without giving effect to its conflicts or law principles) govern all matters arising out of or relating to the Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

 - b. Designation of Forum. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

 - c. Federal forum. Notwithstanding Section b, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This section applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This section is also not a waiver by the State of Oregon of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

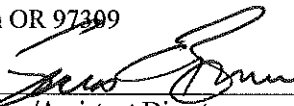
3. The BOARD and the CONTRACTING PARTY are the only parties to this contract and are the only parties entitled to enforce its terms. Nothing in this contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this contract.

THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES ON THE SUBJECT MATTER HEREOF. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. 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 CONTRACT. CONTRACTING PARTY, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, DOES HEREBY ACKNOWLEDGE THAT IT HAS READ THIS CONTRACT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

IN WITNESS WHEREOF, this instrument has been executed by each of the parties' signatory hereto.

STATE OF OREGON
acting by and through its
STATE MARINE BOARD
435 Commercial St NE
Salem OR 97309

WASCO CO. SHERIFF'S OFFICE



Director /Assistant Director
Date 6/13/11

Title:

Date

APPROVED: County Court/Board of Commissioners



MARINE SAFETY AND LAW ENFORCEMENT PROGRAM BUDGET

FY: 2011/2012 Proposed: 3/11/2011 Approved (SMB): u 6.7.11
Date Date

Wasco County S.O. Agency Program Length: Seasonal
(Seasonal/Year-round)

Budget Preparer: Lane O. Magill

Title: Chief Deputy Phone: 541-506-2580

I. FUNDING RECAP

		SMB	Agency Cash	Agency In-Kind	Agency Total	Total Program
Personnel Services:	\$	\$41,705	\$660	\$0	\$660	\$42,365
Services & Supplies:	\$	\$6,375	\$11,710	\$0	\$11,710	\$18,085
Total:	\$	\$48,080	\$12,370	\$0	\$12,370	\$60,450

*Minimum Match = 20% of Total Program Amount
 Formula = SMB Amount / 4 = Minimum Match (or Total Program x 20%)

II. OPERATIONS

A: Patrol Vessels: *(Include non-registered / non-powered vessels)*

OR 234XCX OR 242XCX OR _____
 OR 447XCX OR _____ OR _____

B: Patrol Areas: *(If a river, specify upstream to downstream limits)*

Be Specific: Do not estimate 40 hours per week, 52 weeks a year unless you intend to meet that commitment.
(Some waterbodies may require only a few weeks of coverage and a few hours or less per visit)

(1) **Body of water:** Columbia River RM 172.5 to RM 204
 Average hours of patrol per week: 10
 Number of weeks coverage: 13
 Estimated hours of coverage per year: 130

(2) **Body of water:** Deschutes River- Mouth to RM 87
 Average hours of patrol per week: 10
 Number of weeks coverage: 14
 Estimated hours of coverage per year: 140

B: Patrol Areas: (CONTINUED)

(3) **Body of water:** Pine Hollow Reservoir
Average hours of patrol per week: 6
Number of weeks coverage: 12
Estimated hours of coverage per year: 72

(4) **Body of water:** Clear Lake
Average hours of patrol per week: 6
Number of weeks coverage: 10
Estimated hours of coverage per year: 60

(5) **Body of water:** Frog Lake
Average hours of patrol per week: 2
Number of weeks coverage: 4
Estimated hours of coverage per year: 8

(6) **Body of water:** Rock Creek Reservoir
Average hours of patrol per week: 2
Number of weeks coverage: 6
Estimated hours of coverage per year: 12

(7) **Body of water:** _____
Average hours of patrol per week: _____
Number of weeks coverage: _____
Estimated hours of coverage per year: 0

() **Body of water:** _____
Average hours of patrol per week: _____
Number of weeks coverage: _____
Estimated hours of coverage per year: 0

() **Body of water:** _____
Average hours of patrol per week: _____
Number of weeks coverage: _____
Estimated hours of coverage per year: 0

() **Body of water:** _____
Average hours of patrol per week: _____
Number of weeks coverage: _____
Estimated hours of coverage per year: 0

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Average hours of patrol per week: _____
Number of weeks coverage: _____
Estimated hours of coverage per year: 0

() **Body of water:** _____
Average hours of patrol per week: _____
Number of weeks coverage: _____
Estimated hours of coverage per year: 0

() **Body of water:** _____
Average hours of patrol per week: _____
Number of weeks coverage: _____
Estimated hours of coverage per year: 0

* Patrol Coverage - - Total
Hours of all water bodies: 422

III. PERSONNEL

A. Program Manager (and rank) Lane O. Magill (Chief Deputy)

Phone Number: 541-506-2580

Cell Number: 541-980-2500

Fax Number: 541-506-2581

E-Mail Address: lanem@co.wasco.c

B. Number of marine certified personnel to be assigned:

1. Seasonal: Number of Full-Time: 1

Number of Part-Time: 1

Full-Time

Part-Time

Names: Ray Ward

Leroy Booth

2. Year Round: Number of Full-Time: _____

Number of Part-Time: _____

Full-Time

Part-Time

Names: _____

LE BUDGET

IV. SERVICES AND SUPPLIES				SMB Share	AGENCY			TOTAL		TOTAL Program
	# Gallons	Cost per Gallon	Total fuel cost		Cash	In-Kind	Agency Share	Agency Share	Program	
A. Fuel	2500	\$4.00	\$10,000.00	\$6,000	\$0	\$6,000	\$6,000	\$10,000		
(Fleet Svcs., Boats, Vehicles.)										
B. Vehicle										
	Cost per Mile: X	# of Miles								
	\$0.51	7000	\$3,570.00	\$3,570	\$0	\$3,570	\$3,570	\$3,570		
# of Vehicles	1									
Lease, etc	\$0			\$0	\$0	\$0	\$0	\$0		
C. Other Expendable Supplies										
	(PFDs, fenders, oil, etc.)		\$0	\$0	\$0	\$0	\$0	\$0		
D. Training										
	Agency		\$300	\$300	\$0	\$300	\$300	\$300		
	SMB Training/see attached worksheets		\$0	\$0	\$0	\$0	\$0	\$0		
E. Insurance (company name & policy #)										
	Self Insured? (circle one) Yes/No			\$0	\$0	\$0	\$0	\$0		
F. Boat Maintenance/max. \$1,000/\$500 per FT program or \$500/\$250 per seasonal program										
	# of boats	Allowable Limit	Total Maint.							
	2	\$0	\$0	\$0	\$0	\$0	\$0	\$1,250		
G. Other										
	Moorage		\$0	\$0	\$0	\$0	\$0	\$525		
	Office Space		\$0	\$0	\$0	\$0	\$0	\$0		
	Phone (office & cell)		\$200	\$200	\$0	\$200	\$200	\$200		
	Uniforms (\$500 FT/\$250 PT)		\$0	\$0	\$0	\$0	\$0	\$400		
	Other (Explain in Section VII)		\$0	\$0	\$0	\$0	\$0	\$0		
H. Clerical										
	Total \$ amount =		\$840	\$840	\$0	\$840	\$840	\$840		
I. Administrative Costs										
	Total \$ amount =		\$0	\$0	\$0	\$0	\$0	\$0		
J. Dispatch Services										
	Total \$ amount =		\$1,000	\$1,000	\$0	\$1,000	\$1,000	\$1,000		
Total Services & Supplies										
				\$11,710	\$0	\$11,710	\$11,710	\$18,085		

LE BUDGET

V. TOTAL PROGRAM COST ESTIMATE						
	PERSONNEL COSTS					PROGRAM
						\$42,365
	ADDITIONAL PAGE #5 P/S COSTS (IF ANY)					\$0
	SERVICES & SUPPLIES					\$18,085
	TOTAL PROGRAM ESTIMATE					\$60,450
VI. FUNDING RECAP						
		SMB Share	AGENCY Cash	AGENCY In-Kind	TOTAL Agency Share	TOTAL Program
(Note: SMB Share/4 = Minimum Match or 20% X Total Program)		Share	\$660	\$0	\$660	\$42,365
Personnel Services		\$41,705				
Services & Supplies		\$6,375	\$11,710	\$0	\$11,710	\$18,085
Total		\$48,080	\$12,370	\$0	\$12,370	\$60,450

VII. ADDITIONAL AGENCY COMMENTS

Submitted By:

L. M. Magall Chief Deputy
(Sheriff, Agency Head or Designate and Title)

Date:

3/31/11

VIII. MARINE BOARD COMMENTS

See attached

Signed:

ntil

Date:

6.7.11

Rev: 12/08

Wasco County

With six weeks to go in the contracted year it appears Wasco will come up a little shy of meeting their contracted number of patrol hours. In conversation with Wasco's program manager he indicated they were short one person for a portion of the season and this was the primary reason for being a little short on patrol hours.

He is confident, barring unforeseen circumstances, of meeting the number of proposed contracted hours this upcoming fiscal year.

On-water patrol hours are a priority to us, as I am sure they are to Wasco County. This is an area we will be monitoring more closely in the coming years.

WORK AND FINANCIAL PLAN
between
WASCO COUNTY (COOPERATOR)
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES (APHIS-WS)
for
July 1, 2011 through June 30, 2012

In accordance with the Cooperative Service Agreement No. 09-73-41-5129 (TF) 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, 2011 through June 30, 2012.

I. 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 to livestock and human health and safety. Cooperative efforts between APHIS-WS and Wasco County along with Jefferson and Crook counties will maximize existing resources to accomplish the goals of this Plan.

Anticipated project results and benefits:

1. To provide assistance to county residents experiencing wildlife conflicts caused by predatory animals.
2. To provide assistance in the form of educational information or when appropriate to utilize the most effective and safe control 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.

II. PLAN OF ACTION

The objectives of the wildlife damage control program will be accomplished in the following manner:

1. APHIS-WS will provide a Wildlife Specialist for a part-time specialist to respond to damage situations within Wasco County involving predatory animals that threaten human health and safety, livestock, and other property.
2. The District Office in La Grande, Oregon will be responsible for training, day-to-day supervision and monitoring of the cooperative program.
3. The County will provide APHIS-WS \$5,380 within 30 days of final signature to support the wildlife services activities in Wasco County.

III. PROCUREMENT

APHIS-WS will provide a vehicle, 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 work year will remain in the possession of APHIS-WS.

IV. 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.

V. PROPOSED BUDGET PLAN FOR SERVICES

Salary/Benefits (part-time level)	\$7,535.00
Vehicle	1,224.00
Hires	398.00
Supplies	261.00
Total	\$9,418.00

Note: Salary, benefits, and vehicle costs charged at actual cost. The distribution of the Budget for this Work Plan may vary as necessary to accomplish the purpose of this Agreement.

Funding Sources

USDA	\$3,038.00
ODA Funds	500.00
ODF&W Funds	500.00
Wasco County Funds	5,380.00
Total	\$9,418.00

Available funds allow for approximately one day every two weeks of service to the County.

Wildlife Services will coordinate the use of additional state and/or federal funds if any become available to potentially increase the level of service. If no additional funds can be obtained, the specialist's time will be diverted to other paying cooperators or a furlough will be implemented.

State Director
USDA, APHIS, Wildlife Services
Portland, Oregon

Date

Representative
Wasco County, Oregon

Date

Regional Director
USDA, APHIS, Wildlife Services
Fort Collins, Colorado

Date

**WASCO COUNTY BOARD OF COMMISSIONERS
SPECIAL SESSION
JUNE 22, 2011**

DISCUSSION LIST

ACTION AND DISCUSSION ITEMS:

1. Discussion on the QLife Budget Committee Position, which is currently held by Chip Wood. His term expires on June 30, 2011.
2. Consideration of the request from Wamic requesting that County Surveyor Dan Boldt do a Property Line Adjustment Plat for the common line between the Wamic Rural Fire Protection District and the Barlow Grange.

ON HOLD ITEMS:

1. Discussion on the email received from Dan Hendrix in regards to County owned property located in Shaniko, Oregon. (On hold)



Kathy McBride <kathymc@co.wasco.or.us>

Fwd: Wamic Fire District survey request

Dan Boldt <danb@co.wasco.or.us>
To: "McBride, Kathy" <kathymc@co.wasco.or.us>

Tue, Jun 21, 2011 at 9:33 AM

Here is my email to Sherry...

Daniel P. Boldt, PLS
Wasco County Surveyor
2705 E 2nd Street
The Dalles, OR 97058

Office 541-506-2656
Cell 541-980-7296

danb@co.wasco.or.us

Forwarded conversation

Subject: **Wamic Fire District survey request**

From: **Dan Boldt** <danb@co.wasco.or.us>
Date: Mon, Jun 20, 2011 at 2:21 PM
To: Sherry Holliday <SherryH@co.wasco.or.us>

Hi Sherry,

I wasn't able to get to the Commission meeting last Wednesday to pitch Wamic's request for the County Surveyor (me) to do a Property Line Adjustment Plat for the common line between the Wamic Fire Protection District and the Barlow Grange (around the old Wamic School covered play structure).

Did you have a chance to talk with the Commission about it while you were in Tygh Valley?

Keith Mobley called Friday asking about it. While I would have no trouble doing the plat, the private surveyors in the area are very hungry in this economic downturn. I'm somewhat reluctant to venture beyond routine county business and take private work "off the table" for local surveying firms. On the other hand, I know a plat like this will probably cost \$2500-\$3000 and neither the fire district nor the Grange are flush. So, I guess I don't have a recommendation one way or the other.

Dan

Daniel P. Boldt, PLS
Wasco County Surveyor
2705 E 2nd Street
The Dalles, OR 97058

Office 541-506-2656
Cell 541-980-7296

danb@co.wasco.or.us

From: **Sherry Holliday** <sherryh@co.wasco.or.us>
Date: Mon, Jun 20, 2011 at 2:59 PM
To: Dan Boldt <danb@co.wasco.or.us>

Dan, I should have talked about it in Tygh Valley, (there were no visitors) but it completely slipped my mind, sorry. I will add it to our discussion list for this Wednesday. I am still of the opinion that maybe a 50/50 split would work. I don't want to set a precedent but I do want to recognize them as non-profits who do good work.

I will forward this individually to Commissioners Runyon and Hege just for some background.

Thanks,
Sherry

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

IN THE MATTER OF ACCEPTING AND)
APPROPRIATING UNANTICIPATED) RESOLUTION
RED FLAG TASK FORCE GRANT) #11-017
FUNDS IN THE AMOUNT OF)
\$5,000.00 DURING FISCAL YEAR)
2010-2011.)

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 at the time of the adoption of
the 2010-2011 Budget Document the Wasco County Sheriff's Office did not
anticipate that the Wasco County Emergency Management Division would
receive \$5,000.00 in Red Flag Task Force Grant Funding from the North
Central Public Health District; and

IT FURTHER APPEARING TO THE BOARD: That the Wasco County
Emergency Management Division of the Wasco County Sheriff's Office has
received \$5,000.00 in Red Flag Task Force Grant Funding from the North

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Central Public Health District to rewrite the Wasco County Ambulance Service Area Plan for Wasco County during Fiscal Year 2010-2011; and

IT FURTHER APPEARING TO THE BOARD: That ORS 294.326 (2) exempts Grant funds from the budget process if they are received and expended in the same Fiscal Year.

NOW, THEREFORE, IT IS HEREBY RESOLVED: That \$5,000.00 in unanticipated Red Flag Task Force Grant Funding are accepted to the Sheriff Department Emergency Management Division Account #101.16.5126.421.272 entitled "Red Flag Task Force" and are appropriated to the Sheriff Department Emergency Management Division Account #101.16.5126.52224 entitled "Red Flag Task Force" for expenditure on the rewrite of the Wasco County Ambulance Service Area Plan during Fiscal Year 2010-2011.

DATED this 22nd day of June, 2011.

WASCO COUNTY BOARD
OF COMMISSIONERS

APPROVED AS TO FORM: Sherry Holliday, Chair of Commission

Eric J. Nisley
Wasco County District Attorney

Scott C. Hege, County Commissioner

Rod L. Runyon, County Commissioner