

**Blue Mountain Translator District
Board of Directors Regular Meeting
December 10, 2019**

Regular Meeting at 10:00 AM
Daniel Chapin Building/Misener Room
1001 4th St
La Grande, OR 97850

Agenda

1. Call to Order and Roll Call Vote
2. Declaration of Conflict of Interest
3. Reports
 - a. Director Reports
 - b. Staff Report
4. Old Business
 - a. Safety
5. New Business
 - a. Expenditures and Finance
 - b. Approval of Minutes
 - c. Contract Review Board - ASL Interpretation and OPB
 - d. Board Policies Regarding Finances
 - e. Board Policies Regarding Sexual Harassment
 - f. Marketing Plan
 - g. Refund Request
 - h. Political Activity Norms
 - i. Mt. Fanny Helipad
 - j. Legislative Affairs
6. Public Comment
7. Scheduling of Next Meeting and Adjournment.

5.a. Expenditures

Payee	Description	Requirement	Amount
Baum Smith	Legal Services	Professional Services	\$160.00
IRS	Late Payroll Tax Fine	Payroll Taxes	\$50.89
Pearl Buck Center**	Name tags	Office supplies	Up to \$150.00
Retailer	Vacuum Cleaner	Office supplies	Up to \$200.00
RS Technology	Beaver Mtn. Maintenance and equipment repair	Technicians	\$1,887.25
VistaPrint*	1*1.5 ft. Magnetic Car Sticker	Advertising	Up to \$25.00

* Magnetic bumper sticker to identify vehicle when inspecting properties for antennas and visiting broadcast facilities.

**An expenditure for name tags with Staples with authorized by BOD on 11/14/19. However, this product is provided by a Qualified Rehabilitation Facility listed by the Oregon Department of Administrative Services, and Oregon state law requires purchase from this agency.

Advertising Authorization

The Board approved two motions on 11/14/19: Produce a video advertisement with Brent Clapp Media Services for \$300.00 and sponsor La Grande High School Sports during the basketball season if the price is under \$800.00. These expenditures total \$1,100.00.

Brent Clapp Media Services has clarified that sponsoring the remaining LHS season games will cost \$1,000.00. However, this expenditure includes the production of a video advertisement valued at \$300.00. BMTD would own the copyright for the video advertisement, and it can be used on social media and BMTD's website. Both products cost a total of \$1,000.00.

Suggested Motion: I move to approve sponsorship of the La Grande High School Sports Stream.

Finance

BMTD pays multiple bills via ACH, including the Internet Access on Beaver Mountain, power at all three tower sites, office rent,

Blue Mountain Translator District * 2

storage unit rent, office Internet access, and employee health insurance. President Wallender requests that BMTD consider ending payment of all bills via ACH.

5.b. Approval of Minutes

Staff Summary

The Board of Directors will consider minutes from the following meetings:

- 1/15/19 Special Meeting
- 11/14/19 Regular Meeting

5.c. Contract Review Board

Staff Summary - ASL Interpretation

The Board of Directors is the Contract Review Board of BMTD. The presiding officer will open a hearing of the CRB in order to consider bids for service.

Oregon Revised Statutes and BMTD Board Policies Regarding Public Meetings require the District to offer ASL interpretation at public meetings when requested. Several firms and individuals have been contacted, and the prospective services and rates are listed below.

BMTD has not received an ASL interpretation request since August 2017. The regular presence of an ASL interpreter is not forecasted, but retaining the services of an interpreter will ensure that BMTD can execute relevant statutes and policies. It is suggested that any interpreter placed on retainer receive instruction on topics commonly discussed in order to properly provide services; and that remuneration be provided for this orientation. Interpreters will also need to review the Board Packet prior to the meeting to ensure proper preparation as part of their billable hours.

Entity	Info	Rate	Contract
Sharon Dahlberg	Independent Contractor, Baker City	\$55.99/hour, \$0.58 per mile	No Contract
Languagers	Company, nationwide	\$93.00/hr video interpreting, \$99 per hour on-site interpreting + \$0.58 per mile	Contract
Tri-County Sign Language	Company, regional	\$50/hr business hours, \$70/hr non-business hours, \$50 per hour for travel. Additional permutations in contract.	Contract

Blue Mountain Translator District * 4

Staff Summary - OPB Contracts

BMTD and Oregon Public Broadcasting have committed to drafting contracts for the sublease of OPB's facility on Mt. Fanny and the use of the K34NG-D channel license to transmit KTVR on Mt. Harris. Draft contracts may be available for consideration by December 10 and will be provided to Directors once received by the Executive Director. A draft retransmission agreement for KTVR is being reviewed by BMTD's legal counsel.

**[Draft] Contract
Between the Blue Mountain Translator District
(K34NG-D)
And
Oregon Public Broadcasting**

The following contract has been agreed upon by the respective Boards of the Blue Mountain Translator District (hereinafter referred to as "District"), PO Box 901, La Grande OR 97850 and Oregon Public Broadcasting (OPB) (hereinafter referred to as "User"), 7140 SW Macadam Avenue, Portland OR 97219.

The District will retransmit the KTVR signal on channel K34NG-D which is broadcast in Union County, Oregon. The parties agree as follows:

- A. The District operates television translator stations on Mt. Harris, Union County, Oregon.
- B. The District has received a license to cover for K34NG-D from the Federal Communications Commission.
- C. The User wishes for BMTD to utilize K34NG-D to retransmit KTVR.
- D. The District shall retransmit KTVR on channel K34NG-D.
- E. The District shall incur all expenses for operations and maintenance of channel K34NG-D. Grant funding from the Public Broadcasting Service or other sources may be offered to the District for operations and maintenance.
- F. This contract is granted for a period of three (3) years, beginning [MM/DD/YYYY]. Upon termination of the term of this contract, the contract shall continue from year to year thereafter, excepting District may terminate this agreement at any time after [MM/DD/YYYY], upon sixty (60) day written notice given to the User at the address set forth above.
- G. This contract shall not be assigned by the User to any third party without the prior written consent of the District. The District retains the sole right in its own discretion to decide whether to allow the contract to be assigned.
- H. The User will not pay any annual or recurring fee for the use of K34NG-D to retransmit KTVR.

Blue Mountain Translator District * 5

- I. This contract does not allow User to carry additional signals other than KTVR for retransmission on K34NG-D.
- J. The District will not assume any responsibility for any costs to User if retransmission is interrupted.
- K. Except as limited by statute, User shall indemnify, save and hold harmless the District, its officers, agents and employees and other users of the facility on Mt. Harris in Union County, Oregon from any and all loss, claims, charges, liability or damages arising or growing out of technical problems that prevent the operation of K34NG-D.
- L. The User further agrees to indemnify and hold harmless the District

Wyatt Baum, Attorney, represents the District and no other party in this transaction, and has been hired directly and exclusively by the District.

In the event suit or action is instituted to enforce any of the terms of this contract, the prevailing party shall be entitled to recover from the other party such sums as the Court may determine reasonable as attorney's fees at trial or on appeal of the suit or action, in addition to all other sums provided by law.

The covenants, conditions and terms of this contract shall extend to and be binding upon and inure to the benefit of the heirs, administrators, executor and assigns of the parties hereto, provided however, that nothing contained in this paragraph shall alter any restrictions hereinabove contained relating to assignment. This is the entire agreement between the parties and there are no other oral or written agreements between the parties that are not superseded by this agreement.

5.d. Board Policies Regarding Finances

Staff Summary

Directors approved the first reading of amendments to Board Policies Regarding Finances to govern the use of an office debit card. Directors will have the opportunity to: approve the amendments by voting in favor of the Second Reading; request changes prior to adoption during the meeting; or request that additional changes be reviewed at the January regular meeting prior to approval.

§ C. Accounts

e. District bookkeeper may not spend over \$100 on any one transaction without board approval. Not to exceed 3 emergency occurrences per month. **Any or all of these 3 transactions may be made using BMTD's debit card in accordance with Section J.**

§ D. Checks and Payables

~~d. No debit cards are allowed since they do not require two signatures.~~

~~e.~~ **d.** All persons signing checks shall review and approve all supporting documentation for each check prior to signing.

§ J. Debit Card and Other Payment Methods

- A. The Board of Directors may authorize and revoke the creation and termination of a debit card for General Fund expenditures.
- B. The Board of Directors may authorize specific District public officials* to make payments for expenditures using the debit card. Authorized expenditures may include:
 - a. Any expenditures specifically authorized for payment via this method by the Board of Directors.
 - b. Any expenditures related to a specific Budget Requirement authorized by the Board of Directors.*
 - c. Any expenditures authorized by the Board of Directors that cannot only be paid via check or ACH.
- C. Any expenditure paid via debit card shall require the following documentation:
 - a. Invoices, if available; and
 - b. Receipts. If a transaction does not immediately generate a receipt, such as a payment conducted over the phone, the Secretary/Treasurer will request that the payee generate a receipt. The Board of Directors and appropriate District public officials will be notified of difficulties obtaining a receipt for such transactions in order to pursue actions necessary to obtain a receipt.

Blue Mountain Translator District * 7

D. The Board of Directors shall authorize other methods of payment, such as ACH and online bill pay, to pay certain specified recurring expenses. A member of the Board shall be designated to handle all such payments.

* This is intended to give the Board flexibility to specify whether one official or a combination of officials may make expenditures using the debit card. For example, the Board could require that two unrelated Directors or public officials be present pay an expenditure via debit card, similar to the requirement for two signatures to validate a check.

** Example: The Board of Directors could authorize the Executive Director to pay any expenditures incurred under the Travel & Education requirement using a debit card for a specified duration or during a given fiscal year.

5.e. Board Policies Regarding Prevention of Workplace Discrimination, Harassment, and Retaliation

Staff Summary

The Board of Directors approved the first reading of new Board Policies Regarding Prevention of Workplace Discrimination, Harassment, and Retaliation on 11/14/19. These policies are intended to execute ORS provisions enacted by Senate Bill 479 prior to the December 31, 2019 effective deadline. These sample policies were provided by the Special Districts Association of Oregon. No amendments were requested.

Suggested Motion: *I move to approve the second reading of Board Policies Regarding Prevention of Workplace Discrimination, Harassment, and Retaliation.*

Board Policies Regarding Prevention of Workplace Discrimination, Harassment, and Retaliation

Blue Mountain Translator District is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits unlawful discriminatory practices, including harassment. Therefore, *Blue Mountain Translator District* expects that all relationships among persons will be respectful and professional, free of bias, prejudice and harassment in the workplace, at work related event, or any activity coordinated by or through the organization. This policy applies to all employees, elected officials, board members, volunteers, interns and any other person we interact with in the course of accomplishing the work of the organization.

Blue Mountain Translator District has developed this policy to ensure that all its employees can work in an environment free from unlawful harassment, discrimination and retaliation. *Blue Mountain Translator District* will make every reasonable effort to ensure that all concerned are familiar with these policies and are aware that any complaint in violation of these policies will be investigated and resolved appropriately.

Discrimination, harassment and retaliation are not acceptable.

Any employee who has questions or concerns about these policies should talk with our primary contact, *a designated member of the Board of Directors*; as an alternative you may reach *another member of the Board of Directors*.

EQUAL EMPLOYMENT OPPORTUNITY

It is our policy to ensure equal employment opportunity without discrimination or harassment on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, marital status, citizenship, national origin, genetic information, or any other characteristic protected by law.

RETALIATION

We encourage reporting of all perceived incidents of discrimination or harassment. It is the policy of *Blue Mountain Translator District* to promptly and thoroughly investigate such reports. We prohibit retaliation against any individual who reports discrimination or harassment or participates in an investigation of such reports.

SEXUAL HARASSMENT

Sexual harassment constitutes discrimination and is illegal under federal and state laws. For the purposes of this policy, “sexual harassment” is defined, as in the Equal Employment Opportunity Commission Guidelines, as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example: a) submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment, b) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or c) such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile or offensive working environment.

Title VII of the Civil Rights Act of 1964 recognizes two types of sexual harassment: a) quid pro quo and b) hostile work environment. Sexual harassment may include a range of subtle and not-so-subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual’s body, sexual prowess or sexual deficiencies; leering, whistling or touching; insulting or obscene comments or gestures; display in the workplace of sexually suggestive objects or pictures; and other physical, verbal or visual conduct of a sexual nature.

Oregon Law provides further protection from sexual assault defined as unwanted conduct of a sexual nature that is inflicted upon a person or compelled through the use of physical force, manipulation, threat, or intimidation.

HARASSMENT

Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal, written or physical conduct that denigrates or shows hostility or aversion toward an individual because of his or her race, color, religion, sex, sexual orientation,

gender identity or expression, national origin, age, disability, marital status, citizenship, genetic information, or any other characteristic protected by law, or that of his or her relatives, friends or associates, and that: a) has the purpose or effect of creating an intimidating, hostile or offensive work environment, b) has the purpose or effect of unreasonably interfering with an individual's work performance, or c) otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes labels, insults or negative stereotyping; threatening, intimidating or hostile acts; demeaning jokes; and written or graphic material that belittles or shows hostility or dislike toward an individual or group that is placed on walls or elsewhere on the employer's premises or circulated in the workplace, on company time or using company equipment by e-mail, phone (including voice messages), text messages, social networking sites or other means.

REPORTING AN INCIDENT OF HARASSMENT, DISCRIMINATION OR RETALIATION

Blue Mountain Translator District encourages reporting of all perceived incidents of discrimination, harassment or retaliation, regardless of the offender's identity or position. Individuals who believe that they have been the victim of such conduct should discuss their concerns with *a designated member of the Board of Directors*, or *another member of the Board of Directors*. See the complaint procedure described below.

In addition, we encourage individuals who believe they are being subjected to such conduct to promptly advise the offender that their behavior is unwelcome and to request that it stop. Often this action alone will resolve the problem. We recognize, however, that an individual may prefer to pursue the matter through complaint procedures.

Following receipt of a complaint or concern management will follow-up every three months for one year to ensure no further concerns or retaliation are experienced. Employees should not wait for the management follow-up to share related experiences. If an employee would like the follow-up to discontinue the follow-up process a request must be submitted in writing to the *designated member of the Board of Directors*.

INTERNAL COMPLAINT PROCEDURE

Individuals who believe they have been the victims of conduct prohibited by this policy or believe they have witnessed such conduct should discuss their concerns with *a designated member of the Board of Directors*; if you are unable to reach the primary contact please reach out to *another member of the Board of Directors*. We encourage employees to document the event(s), associated date(s), and potential witnesses.

Blue Mountain Translator District encourages the prompt reporting of complaints or concerns so that quick and helpful action can be taken before relationships become irreparably broken. Early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment. However, complaints and concerns may be brought forward

within four years of the alleged violation. We encourage employees to document the events, associated dates, and potential witnesses.

Any reported allegations of harassment, discrimination or retaliation will be investigated quickly. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the event(s) or may have other relevant knowledge.

Blue Mountain Translator District will maintain confidentiality throughout the investigatory process to the extent possible with acceptable investigation and appropriate corrective action.

Misconduct constituting harassment, discrimination or retaliation will be dealt with appropriately. Responsive action may include, for example, training, referral to counseling or corrective action such as [Identify potential options: warning, reprimand, withholding of a promotion or pay increase, reassignment, temporary suspension without pay, or termination] as *Blue Mountain Translator District* believes appropriate under the circumstances.

False and malicious complaints of harassment, discrimination or retaliation (as opposed to complaints that, even if erroneous, are made in good faith) may be the subject of appropriate disciplinary action.

EXTERNAL COMPLAINT PROCEDURES

We encourage employees to bring their concerns and complaints to the organization, and understand that, at times, this may not be the choice of the employee. Below is a list of the external complaint options. Please reach out to the preferred choice to determine the appropriate timelines for their processes.

- Oregon Bureau of Labor and Industries at the following web address:
https://www.oregon.gov/boli/CRD/Pages/C_Crcompl.aspx
- Civil or Criminal Action. In these circumstances, a Notice of Claim must be provided to us in accordance with ORS 30.275.

EMPLOYMENT AGREEMENTS

No employee will be required or invited to sign an agreement requiring the non-disclosure of information related to discrimination or sexual assault as a condition of employment, continued employment, promotion, compensation or the receipt of benefits. An employee may request this type of agreement and, upon request, will be provided at least seven (7) days to change their mind.

ADDITIONAL EMPLOYEE SUPPORT SERVICES

Employees may choose to use other support services throughout and following instances related to concerns and complaints. The organization provides the following for additional assistance:

- Legal Resources
- Counseling and Support Services and/or Employee Assistance Services

5.f. Marketing Plan

Staff Summary

BMTD needs to operate under a new marketing strategy emphasizing changes enacted by SB 394, the need for viewers to pay, and the availability of the TitanTV guide. A marketing plan will need to be adopted separately from a strategic plan for the local channel tentatively scheduled to launch in fall 2020. This item will be used to discuss initial strategy direction so that the Executive Director can develop a marketing plan.

5.g. Refund Requests

31-014216

Property owner provided BMTD with written evidence that an exemption request was sent by email on 2/14/19. No record of receiving the exemption request exists in BMTD's email account, and the service charge was placed on the property owner's 2019 property tax statement.

Staff Recommendation: The property owner made a good faith effort to request an exemption that was likely prevented by technical problems. A full refund is recommended.

5.h. Political Activity Norms

Staff Summary

BMTD's Executive Director is considering running for office in the 2020 elections. The 1st Amendment of the United States Constitution and Article 1 Section 8 of the Oregon Constitution both guarantee the right of both BMTD's employees and board members to take political action, including making endorsements* and contributing to campaigns. In order to ensure that the work of the district, and actions of elected officials and employees, remains apolitical, the following voluntary norms are suggested.

- Directors and Budget Committee Members will refrain from publicly endorsing district employees for political office.
- Directors and Budget Committee Members will not consider the political ramifications for district employees when making decisions and taking actions.
- Directors and Budget Committee Members will not make donations to the campaigns of District employees.

- BMTD employees will not accept campaign donations from BMTD Directors or Budget Committee members. Campaign donations will not be accepted by an employee or official of any entity with which BMTD has a contractual relationship.
- BMTD employees will not accept the endorsement of an employee or official of any entity with which BMTD has a contractual relationship.

The Board may ask for a formal but non-binding resolution to be adopted reflecting norms for Directors. BMTD employees may draft and sign documents reflecting voluntary commitments to norms requested by the Board if they run for office. Written commitments from employees and a resolution adopted by the Board may be included in a single document posted on both the website of the District and the employee's campaign.

*Government employees may not use their titles in giving endorsements, but may express support for candidates as private citizens. Elected and appointed officials do not have this restriction.

5.i. Mt. Fanny Helipad

Staff Summary

On Mt. Fanny, a derelict helipad is situated on a property owned by the US Forest Service that is adjacent to property leased by BMTD. The 20-year lease contract with USFS was renewed in October, and it does not include the property with the helipad. USFS can amend the permit prior to issuing the document so that the lease includes the property with the helipad. This time-sensitive amendment requires Board approval because if the initial permit is not amended prior to issue, amending it at a later date will involve a lengthy approval process.

If BMTD chooses to amend the permit prior to renewal, BMTD will retain the property and will be responsible for the maintenance of the helipad. USFS is reviewing approval to clear trees in the area to ensure safe passage by a helicopter, but even if they provide the initial tree-clearing service, BMTD will be responsible for all tree-clearing operations thereafter.

President Wallender has suggested that contract relationships for use of the helipad with an annual maintenance fee, similar to the powerline agreements, be offered to other site users. This will allow BMTD to take care of annual maintenance costs.

Directors must decide whether to amend the special use permit to include the property with the helipad, and the Executive Director will fill out the necessary paperwork.

5.j. Legislative Affairs

Staff Summary

One of three bills submitted to the Legislative Assembly at BMTD's request, Senate Bill 901, was not passed during the 2019 legislative session. Pursuing future legislation to permit voters to levy property taxes for BMTD operations, along with other legislative priorities, will be difficult due to a lack of critical local support, and changes in the Capitol. The Executive Director will brief Directors about these changes and strategies to pursue future legislative goals. One strategy under consideration can be the creation of a regional "council of governments" under ORS Chapter 190 that allows BMTD and other agencies to jointly advocate for local legislation, as well as share knowledge and resources.