WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION / AGENDA WEDNESDAY, November 7, 2012
LOCATION: Wasco County Courthouse, Room #302
511 Washington Street, The Dalles, Oregon

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

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

NOTE: This Agenda is subject to last minute changes. **Meetings are ADA accessible.** For special accommodations please contact the Commission Office in advance, (541) 506-2520. TDD 1-800-735-2900. Wasco County does not discriminate against individuals with disabilities.

9:00 a.m. **CALL TO ORDER**

Pledge of Allegiance

Items without a designated appointment may be rearranged to make the best use of time.

- Corrections or Additions to the Agenda
- Administrative Officer - Tyler Stone: Comments
- Discussion Items (Items of general Commission discussion, not otherwise listed on the Agenda) Door Decorating Contest Judging Request, Ford Family Foundation Grant, County Closures on the Day After Thanksgiving
- Consent Agenda (Items of a routine nature: minutes, documents, items previously discussed.) Minutes: 3.20.2012, 3.21.2012, 10.17.2012, Youth Think Marketing Consultant Contract

9:30 a.m. **Public Works Contracts** – Marty Matherly

9:40 a.m. **Citizen Alert Emergency Notification System Demonstration** – Mike Davidson

10:10 a.m. **Compensation Quote Recommendation** – Tyler Stone, Dan Boldt, Linda Brown, Molly Rogers

11:00 a.m. **Bureau of Land Management Report** – Carol Benkosky, District Manager

NEW / OLD BUSINESS
COMMISSION CALL / REPORTS
ADJOURN

WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
NOVEMBER 7, 2012

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

At 9:00 a.m. Chair Runyon opened the Regular Session of the Board of Commissioners with the Pledge of Allegiance. Chair Runyon thanked those who ran for public office in yesterday's election, congratulating the winners. There were no changes or additions to the agenda.

Consent Agenda – Minutes (3.20.2012, 3.21.2012, & 10.17.2012) & Youth Think Marketing Contract

Commissioner Holliday moved to approve the Consent Agenda. Commissioner Hege seconded the motion which passed unanimously.

Open to Department Heads

Fred Davis, Facilities Manager, came forward to present bids for the drain field at Hunt Park. Mr. Davis had requested bids from 5 companies and received bids from Delco Excavation for $12,800.00 and Little Rock Construction for $13,800.00. He explained that he was impressed with the time taken by Little Rock to come meet with him prior to bid submission to learn more about the project and then submit a more detailed bid. There is likely to be County labor expended in the project which may be possible to bill back to the grant. He concluded by explaining that even after the completion of the drain field, there would be grant funds left to spend.

Commissioner Hege expressed his opinion that, initially, State payments to the County for these additional fully-served sites be used to reimburse the County for the 25% matching funds they provided from the General Fund . Although, he agreed with Mr. Davis' assessment of the detail provided by Little Rock, he is concerned by the number of exclusions included in their bid. He pointed out that if any of those exclusions conflict with Tenneson's plan, already DEQ approved,

it could become more costly; whereas, the Delco bid agreed to complete the project according to Tenneson's plan.

Mr. Davis agreed that could be a problem and should be considered.

{{{Brief discussion followed regarding the project. Commissioner Hege moved to accept the bid from Delco for $12,800.00 to complete the drain field at Hunt Park. Commissioner Holliday seconded the motion which passed unanimously.}}}

Mr. Davis commented that down the road a decision would have to be made regarding the remaining grant funds.

Discussion List – Ford Family Foundation Grant

Mr. Stone explained that the grant is for building picnic tables for Hunt Park. The work will be done by students who will also be doing some fund-raising for the project. Brian Goodwin, Director of Grants and Special Programs at North Wasco County School District #21, will oversee the project.

{{{Commissioner Holliday moved to approve the Ford Family Foundation Wasco County Class 3: Fairground's Picnic Tables Grant. Commissioner Hege seconded the motion which passed unanimously.}}}

Discussion List – County Closures Day After Thanksgiving

Mr. Stone told the committee that the Friday following Thanksgiving is a State furlough day which means that Circuit Court will be closed. Therefore, the DA's office does not have to be open and their staff has elected to use their floating holiday for that day and will be closed. The remaining County offices' staff will be using either vacation or floating holiday to take the day off and so all offices outside of 9-1-1 will be closed for that day.

*****The Board was in consensus to publish a public notice to announce the County closures for the day after Thanksgiving.*****

Agenda Item – Public Works Contracts

Marty Matherly, Public Works Director, came forward to explain that the Fund Exchange Agreement for Pavement Restoration and Equipment Purchase is money coming into Wasco County from the Federal Government through the State. By paying a fee to process the funds through the State, the County gains more flexibility for the use of the funds. Federal restrictions create more expense

than what the County pays to the State for the Funds Exchange, so it is cost effective to filter the money through the State.

Commissioner Hege asked who performs the work. Mr. Matherly replied that the County Road Department does most of the work although some is contracted out to private companies. Most of it is used for the chip seal program. This year they used some to purchase equipment.

Mr. Matherly went on to explain that they have received the High Risk Rural Roads grant for the past three years. They have used the money on Brown's Creek for guard rails which are usually contracted out. For this cycle, they plan to put guard rails on Cherry Heights and Chenoweth.

Commissioner Hege asked if access for property owners has been included in the planning process and have they been made aware of the upcoming construction. Mr. Matherly responded that the word has been out for some time and that they are required to provide access for property owners.

{{{Commissioner Holliday moved to approve Agreement #28578 Local Agency Agreement: High Risk Rural Roads Program. Commissioner Hege seconded the motion which passed unanimously.}}}

{{{Commissioner Hege moved to approve Agreement #29004 2012 Fund Exchange Agreement Pavement Restoration and Equipment Purchase. Some discussion ensued regarding the timing of chip seal work. Commissioner Holliday seconded the motion which passed unanimously.}}}

Agenda Item – Citizen Alert Notification System Demonstration

Mike Davidson, Emergency Manager, demonstrated how the Emergency Notification System would work in the case of an emergency. Since the preferred method is address-based, Commissioner Hege wanted to know if the system could track his cell-phone and contact him in case he was in the vicinity of the emergency at the time of the alert. Mr. Davidson responded that it cannot, but that citizens can add addresses to their profile to be notified of emergencies in more than one area.

Mr. Davidson went on to say that the system is web-based with a back up phone system and an app to be able to send alerts with a cell-phone. The system can also be used as a back-up for 9-1-1. They have been and will be presenting

demonstrations throughout the County. They are going through the process of executing Intergovernmental Agreements with ASA's as well as cities and fire departments to use the system within the County's established policies.

Mr. Stone asked if the IGA included an indemnification clause. Mr. Davidson said that it does have language to that effect which has been approved by Eric Nisley, County Counsel.

Commissioner Hege asked what would prevent a disgruntled employee from using the system to yell fire in a crowded room. Mr. Davidson replied that only one person in each location has been issued a password and that password would be changed if the designated person were no longer be attached to that location.

Commissioner Hege pointed out that anyone can sign up anyone else to receive alerts as the system has no verification process. Mr. Davidson agreed to pursue that with Everbridge. Commissioner Hege added that a verification process would also assure that users had correctly entered their information.

Mr. Davidson concluded by telling the Board that Jeannie Pesicka had received a lifetime achievement award as a dispatcher. The Board requested that she be scheduled to appear at the next session so they could acknowledge her accomplishment.

Chair Runyon called a brief recess at 10:17 a.m.

Chair Runyon reconvened the session at 10:20 a.m.

Agenda Item – Compensation Quote Recommendation

Mr. Stone and Linda Brown, County Clerk, both on the Compensation Committee, were present to explain their recommendation. All companies considered are generally accepted to be quality firms. They requested quotes from four organizations and received three (included in packet). Cascade Employees came in at $26,000.00 which could be reduced to $19,000.00 with membership. HR Answers came in at $39,922.00 in their second option. LGPI came in at $40,630.10. Mr. Stone went on to say that two primary factors in the selection process were how many surveys are completed and how is each survey analyzed. The committee developed a scoring system and members reviewed all submissions and scored them accordingly. HR Answers scored 92.5, LGPI scored 75 and Cascade scored 77.5.

Mr. Stone then reviewed the report provided to the Board in their packets. No quote specified travel costs but all outlined their method for determining that additional cost. HR and LGPI both have extensive experience in working with unions while Cascade does not have that level of experience. While HR and LGPI both include benefits, Cascade offers it as an option. HR and LGPI have extensive public sector experience; Cascade does not. The Committee feels that HR Answers offers the most complete and in depth proposal that comes closest to meeting the requirements of the County.

Ms. Brown added that one of the biggest advantages they offer is providing to us the necessary tools to maintain the process rather than having to have them return every 3-5 years to review the process. The County will be able to handle evaluations and reclassifications in-house.

Chair Runyon asked if it has been budgeted for this year. Mr. Stone responded that it is in the budget for $40,000.00, anything over that will have to come from contingency funds.

Commissioner Holliday asked where the bidding firms originated and if any were the same firm as was used by Mid-Columbia Medical Center. Mr. Stone answered that they were all from the Portland Metro area and that the firm used by MCMC did not want to work in the public Sector.

Commissioner Holliday asked if HR Answers would be available to help after the survey was complete. Mr. Stone said that they do a six month follow-up. He added that the owner, Judy Clark, has built her business on developing and maintaining relationships.

Chair Runyon asked if there is enough in Contingency to cover this expense. Mr. Stone replied that currently there is enough to meet the need.

Commissioner Hege asked what was the difference between HR Answers' options 1 and 2. Mr. Stone explained that it is basically the number of positions being analyzed. Some County positions are quite similar and will be combined for the purpose of the survey. Mr. Stone said that the committee recommends taking the lower cost option but budgeting closer to the higher cost to allow for unforeseen expenses. If Public Health is not included there will be a $7,000.00 savings. Ms. Clark recommended that if Public Health is going to follow the County system that they be included in the survey.

Chair Runyon asked how the County could limit the transportation charges. Mr. Stone said they would limit the number of on-site meetings.

Ms. Brown added that HR Answers has already provided a breakdown of who would be coming here at the different phases, so we should have a fair idea going in.

Chair Runyon asked when the project would begin. Mr. Stone replied that it would begin immediately, once approved. Chair Runyon asked if the Public Health portion could be moved to later in the process. Mr. Stone explained that the process builds upon itself so that if Public Health is to be included, they would have to be included from the beginning.

Chair Runyon expressed that he doesn't have a problem including Public Health but would like to have a conversation with the Board of Health prior to moving forward.

Further discussion took place around how to get buy-in from the various stakeholders. Mr. Stone explained that HR Answers has already been counseling them on how to manage that effectively. Commissioner Hege asked what "next steps" would be if a represented unit did not buy in. Mr. Stone responded that it would then be a negotiation.

Commissioner Hege pointed out that in these situations wages do not go down; he acknowledged the need for a guiding philosophy but typically the process is a path to higher costs. Mr. Stone responded that they can mitigate that somewhat by freezing wages until an employee catches up to the scale.

Commissioner Holliday expressed interest in how HR Answers can help implement pay for performance. Mr. Stone said that they will offer several solutions outlining the pros and cons of each. The groups throughout the organization will set performance values.

Ms. Brown added that part of that program will be incentives to not only achieve a level of performance but to also maintain that level. She also noted that we may learn that the County already has a generous pay rate, with the benefits package being the deciding factor.

{{{Commissioner Hege moved to accept the recommendation of the Compensation Committee to engage HR Answers to complete a compensation survey as outlined in Option 2 with costs not to exceed

$50,000.00. Commissioner Holliday seconded the motion which passed unanimously.}}}

Department Heads – 2012 Elections

Ms. Brown reviewed the outcome of yesterday's election (results attached). She anticipates a final turn out of approximately 82% once all the absentee ballots are in – it is a 20 day process to certify results. She reported that State observers were very pleased with our process.

Agenda Item – Bureau of Land Management Report

Carol Benkosky, Prineville District Manager, came forward and reviewed her report (attached) for the Board. She explained that she has been in Prineville for 7 months and that office covers 13 counties. The biggest BLM area in Wasco County is the Deschutes River.

Further discussion revealed that the BLM would be interested in volunteers at Foreman's House once renovations are complete. The building will not be staffed at all times, but information will be available outside the building. In addition, there are toilets located at the Lower Deschutes that are not maintainable; they have been closed until their disposition is determined.

Commissioner Holliday asked if the BLM had taken a stand on wind energy being located on BLM property. Ms. Benkosky said that they support wind energy on BLM lands as long as it is environmentally responsible. She explained that sometimes the visuals are a problem in scenic areas.

Commissioner Hege passed along reports he has heard that indicate some level of difficulty in working with the Prineville district offices in developing wind energy projects. He thought it important that Ms. Benkosky be aware of that.

The Board asked that Ms. Benkosky return annually to report on BLM activities in Wasco County.

Commission Call

The flagpole is being installed in front of the VSO.

Commissioner Hege reported that he is pressing the Center for Living to make a decision regarding Annex A. As he understands it, LaClinica will be charging a much lower rate for their space. Mr. Stone believes we are charging around 78¢ per square foot.

The first transition meeting for Public Health took place earlier this week. Mr. Stone reported that it was mostly setting ground rules and processes. He appreciates having a facilitator as he expects to face some contentious issues. A committee has been formed that will bring findings and relevant information back to the larger group. Two more meetings are scheduled; they hope to have it done by year end before retiring County Commissioners are gone.

Commissioner Holliday explained that she serves on a committee that oversees the Deschutes River recreational area. They will be meeting next week and she expects that they will decide to remove the toilets mentioned in Ms. Benkosky's report. The toilets were initially brought in because of the landing strip which is no longer in use.

Chair Runyon adjourned the session at 11:56 a.m.

WASCO COUNTY BOARD
OF COMMISSIONERS

Rod L. Runyon, Chair of Commission

Sherry Holliday, County Commissioner

Scott Hege, County Commissioner

WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
NOVEMBER 7, 2012

DISCUSSION LIST

ACTION AND DISCUSSION ITEMS:

1. Door Decorating Contest Judging Request

2. Ford Family Foundation Grant

3. Day after Thanksgiving – County Closures

ON HOLD:

1. Wasco County website improvement

Discussion List Item
Door Decorating Contest

- Memo

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KATHY WHITE – EMPLOYEE RECOGNITION COMMITTEE

SUBJECT: DOOR DECORATING CONTEST JUDGING REQUEST

DATE: 11/2/2012

DETAIL

The Door Decorating Contest has become a popular part of the holiday season for County employees. We will be holding the contest again this year and have scheduled judging to take place on December 5th which is a scheduled Commission session day as well as the day before the County Potluck. We would like to invite the Board of County Commissioners to judge the contest for us on the afternoon of the 5th.

Discussion List Item

Picnic Table Grant

- Explanatory Email
- Introductory Letter
- Ford Family Foundation Grant

WASCO COUNTY

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

Fwd: URGENT - Grant Requirement

1 message

Tyler Stone <tylers@co.wasco.or.us> Mon, Oct 29, 2012 at 12:58 PM
To: Kathy White <kathyw@co.wasco.or.us>

For signature

Tyler Stone
Administrative Officer
Wasco County
511 Washington St. Suite 101
The Dalles, OR 97058
541-506-2552
www.co.wasco.or.us

---------- Forwarded message ----------
From: **Connie Christensen** <cchristensen@tfff.org>
Date: Mon, Oct 29, 2012 at 11:54 AM
Subject: URGENT - Grant Requirement
To: "goodwinb@nwasco.k12.or.us" <goodwinb@nwasco.k12.or.us>, "tylers@co.wasco.or.us" <tylers@co.wasco.or.us>

RE: Wasco County; 20110254

Congratulations on the grant recently awarded by The Ford Family Foundation.

This email is sent to transmit electronically, our Grant Agreement for your required signature(s).

Please print the attached document, obtain necessary signature(s) as indicated in the agreement, and return all pages back to us via FAX (541-957-5720).

If you have any questions or concerns, please contact us.

Please return the signed agreement by FAX within 30 days.

Best wishes,

_____

Connie Christensen
Grants Management Associate
The Ford Family Foundation
1600 NW Stewart Parkway
Roseburg, OR 97471-1957
Voice (541) 957-5574
Fax (541) 957-5720
www.tfff.org

THE Ford Family FOUNDATION

Phone (541) 957-5574 • Fax (541) 957-5720 • 1600 NW Stewart Parkway • Roseburg, OR 97471

October 26, 2012

Mr. Tyler Stone
Administrative Officer
Wasco County
511 Washington Street, Rm 302
The Dalles, OR 97058

RE: 20110254; Wasco County Class 3: Fairground's Picnic Tables
Wasco County

Dear Mr. Stone:

The Foundation has approved a grant in the amount of $925.00 restricted to the Wasco County Class 3: Fairground's Picnic Tables. Attached is a Grant Agreement (Agreement) for your careful review and signature. It will become the controlling instrument for administering your grant. **Please FAX all pages of the original agreement to the Foundation (541-957-5720) within 30 days**. We must have the signed Agreement in order to release funds. Please make sure that a copy of this Agreement is retained and available throughout the period of the grant to all appropriate persons so that they can comply fully with this Agreement.

We have scheduled your grant payment(s) as follows:

12/14/2012	$925.00	Contingent

The Foundation expects a report of your progress toward objectives. We look forward to learning from your report(s) and evaluation as described in the enclosed Agreement. Please refer to **Section D. Project Reports and Evaluations** in submitting the required information during and at the end of your grant period.

We wish you success and look forward to hearing from you. If you have any questions or concerns, please feel free to call.

Sincerely,

THE FORD FAMILY FOUNDATION

Joyce Akse

Joyce Akse
Director - Ford Institute

Enclosure: Grant Agreement

cc: Brian Goodwin

THE FORD FAMILY FOUNDATION

1600 NW Stewart Parkway, Roseburg, OR 97471

Grant Agreement

GRANTEE:	**Wasco County** **511 Washington Street, Rm 302** **The Dalles, OR 97058**	GRANT ID:	**20110254**
		GRANT AMOUNT:	**$925.00**

PROJECT TITLE: **Wasco County Class 3: Fairground's Picnic Tables**

GRANT PERIOD: **12 months, October 24, 2012 to October 31, 2013**

A. Grant Requirements

1. This grant is made subject to the condition that the entire amount will be expended for the purposes stated above and substantially in the manner described in the materials you have provided to the Foundation. Grant funds shall not be used for, or charged to grant development or management costs or other "overhead or administrative" charges unless explicitly approved by the Foundation.

2. Foundation approval must be obtained for any modification of the objectives, use of expenditures or the agreed time period of the project for which grant funds have been awarded.

3. The Foundation must be promptly notified about any of the following during the grant period: change in primary contact and key personnel of the project or organization; change in address or phone number; change in name of organization; or any development that significantly affects the operation of the project or the organization.

4. The Grantee will provide the Foundation with the project report(s) and evaluation(s) described in Section D. Project Reports and Evaluations of this Agreement. The primary contact will be responsible for completing all reporting requirements; our records indicate that **Mr. Brian Goodwin** is the primary contact for this grant.

5. The Grantee will abide by all provisions of this Agreement and will keep adequate supporting records to document the expenditure of funds and the activities supported by these funds.

6. If the Grantee fails or becomes unable for any reason in the opinion of the Foundation to perform the specific project within the specified Grant Period, unless extended by the Foundation; or if conditions arise that make the project untenable; or if Grantee materially breaches this Agreement, all grant funds that may be deemed unearned, unjustified or inappropriately expended must be returned to or withheld by The Ford Family Foundation. The Foundation maintains the right to nullify the grant in such circumstances.

B. Grant Payment

1. If the signed Agreement is received by the Foundation within 30 days, the Foundation will forward the grant check(s) as follows:

12/14/2012	$925.00	Contingent

2. Grant payments are contingent upon the Grantee conducting the program or project to the Foundation's reasonable satisfaction within the time specified (see A.6.) and for the specific use as outlined in section G. of this Agreement.

C. Unexpended Funds

If the funds have not been completely expended at the end of the grant period, October 31, 2013, the Grantee agrees to immediately notify the Foundation and provide a statement of the balance. The Foundation may request a plan for using the remaining funds. The Grantee should not return funds without consultation with the Foundation. The Foundation will approve or disapprove Grantee's plan in writing. Unexpended funds, which must be returned to the Foundation, shall be refunded pursuant to the Foundation's instructions.

D. Project Reports and Evaluations

1. The Foundation and Grantee need certain data to properly evaluate the success of this project and the impact made by this grant. Within 60 days after the end of the grant period, October 31, 2013, the Grantee will deliver a completed Final Report to the Foundation by email, fax or regular mail. The report will accurately describe:

    a. The actual outcomes made possible, including a profile of who was helped, how many persons benefited directly, and the level of success achieved.
    b. Project impact (results related to desired change or improvement)
    c. A financial statement detailing how the grant funds were expended.

E. IRS Status

It is the understanding of the Foundation that the Grantee organization has obtained a determination from the Internal Revenue Service that it qualifies as a section 501(c)(3) organization or that it is a governmental unit described in Section 170(c)(1) of the Internal Revenue code. Grantee is classified as not a private foundation under Section 509(a) of the Code. **If there is any change in the Grantee's status or classification, the Grantee must promptly notify the Foundation.** In the event of loss of tax exempt status under Federal laws, any unspent funds must be returned to the Foundation.

F. Publicizing the Grant

If the Grantee wishes to publicize the grant, the Foundation requests that the focus be on the project and the non-profit without calling unnecessary attention to the Foundation. We prefer being mentioned in conjunction with other donors, and do not require any special recognition. Please see the example below as a suggested paragraph about The Ford Family Foundation; we would encourage you to use this statement in any media publicity you generate. Please note that The Ford Family Foundation was created by the personal philanthropy of Kenneth W. Ford and Hallie E. Ford and is not connected with Roseburg Forest Products Co.

Example: The Ford Family Foundation was established in 1957 by Kenneth W. and Hallie E. Ford. Its mission is "successful citizens and vital rural communities" in Oregon and Siskiyou County, California. The Foundation is located in Roseburg, Oregon, with a Scholarship office in Eugene.

G. Special Grant Conditions

These funds are restricted to the Wasco County Class 3: Fairground's Picnic Tables as set forth in the application presented to the Foundation on September 10, 2011, which was approved by the Foundation on October 24, 2012, and are contingent on the following:

11/24/2012	Signed Grant Agreement	Release of funds contingent on receipt of signed agreement
12/31/2013	Final Report	

If this document correctly sets forth your understanding of the terms of this grant, please countersign this Agreement and return all pages of the original document to The Ford Family Foundation.

The Ford Family Foundation

By: Joyce Akse
Joyce Akse
Director - Ford Institute

Date: 10/26/2012

Wasco County

Printed Name: _____

By: _____
Executive Director

Date: _____

Printed Name: _____

By: _____
President, Chairman of the Board

Date: _____

* * * Communication Result Report (Nov. 9. 2012 2:32PM) * * *

1) Wasco County Court
2)

Date/Time: Nov. 9. 2012 2:31PM

File No.	Mode	Destination	Pg(s)	Result	Page Not Sent
1313	Memory TX	915419575720	P. 5	OK	

Reason for error
E. 1) Hang up or line fail
E. 2) Busy
E. 3) No answer
E. 4) No facsimile connection
E. 5) Exceeded max. E-mail size

FAX

TO:	Joyce Akre	FROM:	Kathy White
FAX:	541-857-5720	FAX:	541-506-2551
PHONE:		PHONE:	541-506-2520
SUBJECT:	Wasco County Class 3: Fairground's Picnic Tables	DATE:	November 9, 2012
COMMENTS:			

Discussion List Item
County Closures

- Memo

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KATHY WHITE

SUBJECT: COUNTY CLOSURE – DAY AFTER THANKSGIVING

DATE: 11/2/2012

DETAIL

I have polled the various departments throughout the County and found that the only department that will be open on the day after Thanksgiving will be 9-1-1. While the Sheriff's Office will have deputies on patrol, their business office will be closed. All other department staff will be taking their floating holiday on that day and therefore will not be open for business. With your permission, I will send a press release to notify the public of the closures.

WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
NOVEMBER 7, 2012

CONSENT AGENDA

1. Minutes
    a. 3.20.2012
    b. 3.21.2012
    c. 10.1712012
2. Youth Think Marketing Consultant Contract

Consent Agenda Item
Minutes

- 3.20.2012
- 3.21.2012
- 10.17.2012

WASCO COUNTY BOARD OF COMMISSIONERS
CONTINUANCE OF PUBLIC HEARING
MARCH 20, 2012

PRESENT: Rod L. Runyon, Chair of Commission
Scott C. Hege, County Commissioner
Sherry Holliday, County Commissioner
Tyler Stone, County Administrator
Sue Stephens, Executive Assistant

At 9:00 a.m. Chair Runyon reopened the Public Hearing to consider the adoption of amendments to the Wasco County Land Use and Development Ordinance. He asked those wishing to speak to sign in on the sheet provided. He went to explain that this is a legislative hearing regarding PLALEG 09-06-0003, recommending amendments to the Wasco County Land Use and Development Ordinance relating to energy production, consumption and conservation, reformatting, modernizing language that is out of date or incorrect, creating consistency with State regulations and making other amendments appropriate for Wasco County. The hearing is a continuance from the February 15, 2012 Public Hearing. The procedure for today's hearing is as follows: Planning Department presentation which includes additional changes to what was presented at the February 15, 2012 Public Hearing, the Board may then ask staff for further clarification or explanation regarding the proposed regulations or public comments, and finally public testimony will be taken. Public comment is limited to three minutes per person unless extended by the Chair. The BOCC will choose how to proceed, whether they will continue to another date or close the hearing and take a vote today.

The rules of evidence are as follows: No person shall present irrelevant, immaterial or unduly repetitious testimony or evidence. Evidence received shall be of a quality that reasonable persons rely upon in the conduct of their daily affairs. Testimony and evidence must be directed toward the hearing subject.

Chair Runyon then asked Board members for any disclosure of interest that might disqualify them from participation. There were none. He then asked the audience if anyone wished to challenge the right of any Commission member to hear this matter. There were none. He then asked if any member of the audience wished to challenge the jurisdiction of Wasco County to act in this matter. There were none.

Chair Runyon asked for a show of hands for those intending to speak. He then explained that he would prefer to hear first from those who had not spoken at the previous hearing and then from those who had already spoken. He encouraged those who had already spoken to come forward only if they had something new to add that they had not previously expressed.

Planning Department Presentation

John Roberts, Planning Director, came forward to review additional changes made to the Wasco County Land Use and Development Ordinance. He began by pointing out that materials were available for the public – the staff report and ordinance changes – if they wanted to take advantage of them.

The project began 2 ½ years ago, kick-started by State Representative John Huffman. The purpose of the project was to address both commercial and non-commercial energy, not limited to wind energy. The process has been thorough and included two working advisory committees which brought forward recommendations to the Planning Commission. The Planning Commission reviewed and digested that information and held two public hearings after which they forwarded their final recommendations to the Board of County Commissioners.

Changes to Chapter 19 triggered amendments to Chapters 1, 3, 4 and 9; however, the substantive changes are all found in Chapter 19. The regulations will be used in two ways – it will allow more responsiveness to both commercial and non-commercial energy projects and it will also allow the Planning Department to review smaller scale energy projects.

Although, Mr. Roberts did not want to interfere with the process and work that had already been done, he did feel that some additional revisions were warranted. His suggested changes are outlined in the staff report included in the Board packet. While some of the changes are not substantive, there are six he felt that were.

1. There is a mandatory change that will bring the ordinance in compliance with State regulations.

2. A second change adjusts language to be more flexible in regards to radar triggered lighting, a technology which is still evolving.

3. A change to the provision requiring County Commissioners to conduct a public comment period for all EFSC reviewed projects. He explained that while in theory it is a good idea, in practice, it cannot work. EFSC requires response in thirty days which is not enough time to notice, receive, and review public comment before providing a response to EFSC. He cited a recent instance where they had 36" referral from EFSC; it came with eight binders of information to review and a 30 day response time. It is not reasonable to expect that the County would be able to review the material and then receive and review public comment in time to respond in thirty days. He reminded everyone that EFSC has built into their process the opportunity for the public to comment on proposed projects.

4. A change pertaining to section 19.030 (c)(4) Visual Impact. He explained that public comment revealed that the section was confusing. Mr. Roberts' predecessor reworked the section in an effort to clear up the confusion. Based on comments from the February public hearing, Mr. Roberts made further revisions to the section.

5. A change pertaining to section 19.030 (c)(9) Transportation Section. These changes were suggested by the Public Works Director to ensure that applicants work closely with the Road Master in the approval process – allowing for a road impact assessment when appropriate.

6. A change regarding setbacks for wind turbines. This is the issue that elicits the most public reaction. The original recommendation was for three different setbacks:

    a. A ¾ mile setback from the city limits or urban growth areas.

    b. A 1 mile setback for non-resource lands – essentially, residentially zoned properties. This setback is measured from property lines rather than from a residence.

c. A 2/3 mile setback for agricultural and forest lands. This setback regulation included a waiver process to reduce the setback.

Mr. Roberts explained that Umatilla County had created a waiver process to reduce their 2 mile setback. LUBA determined that it is unconstitutional to have a waiver provision in regard to setbacks. He said that the Planning Commission really likes the flexibility of offering a waiver provision and so began to explore how they might incorporate that without being in conflict with LUBA. The Planning Department has created an adjustment process with steps and criteria based on issues raised by LUBA. This provision will replace the existing waiver provision and will apply to shadow flicker, non-project boundaries, residences in agricultural and forest lands, and urban growth boundaries or city limits. The adjustment provision will not apply to residentially zoned properties because the original intent was to allow no waiver for residential properties.

What is not shown in this process is that the State has no setbacks for wind turbines. They do have setbacks for noise; their noise standards range from 36-50 DbA. To be closer than 36 DbA a property owner has to sign a noise easement. Regardless of what Wasco County establishes, the State noise regulations will still have to be met.

Mr. Roberts said that other changes he is proposing do not change the intent of the ordinance but are formatting changes or changes to make language more clear. He also outlined some areas that he has received public comment but has not responded with any changes to the ordinance. He then outlined the Board's choices to adopt the amendments, continue the hearing to a future date or reject the amendments.

Further discussion outlined the State policy to allow review of any energy source generating under 105 megawatts to remain at the county level.

Public Testimony

SHEILA DOOLEY
816 E. 13th Street, The Dalles, OR.
Ms. Dooley stated she has owned a house and property in the F280 Resource Zone since the 1970's. The proposed ordinance states that the applicant may be required to submit a qualified expert's noise analysis. If the wind turbines are going to be located anywhere near residences, it should state that the applicant

should be required to pay for a noise study. Having accurate noise measurements is critical as the applicant is going to have to meet the DEQ noise standard. If the setback is not adequate to meet it, they will need a waiver or variance. The applicant should not be the one supplying the noise measurements or any other required survey results such as wildlife surveys. A consultant hired by a company can spin the results for whoever hires them. This was the case with UPC's Cascade Wind Project. UPC did not follow the State regulations. They took measurements when the wind was 18 miles an hour instead of the limit of 10 miles an hour. They took measurements at Brown's Creek and tried to apply them to the forest zone and the Vensel/Ketchum Road area, which is a much quieter area located several miles away with a ridge top between them. If this project had gone through as proposed, there would have been wind problems for residents according to Curry Stanley who is the noise analyst the State contracts with. The noise analysis needs to be done by an independent third party, not selected by the developer. Allowing the developer to submit their noise measurements is like letting them hire their own building inspector; County Planning doesn't operate on the honor system. It places the burden of proof on the adjoining landowner to prove that noise won't be a problem. Citizens will assume that the adopted setback is adequate. When a development with an inadequate setback is proposed near residents who know enough to do so and can afford it will be forced to hire their own noise analyst and attorney, at a cost of thousands of dollars, in order to contest it and protect the livability of their homes.

Once the turbines are installed, they are not going to be moved. We know that the 2/3 mile proposed setback for the resource zone will not be adequate for those of us with homes in the Vensel/Ketchum Road area. This is based on where turbines were proposed in the UPC Cascade Wind Project. There are currently different rules applied to forest and ag zones. Different rules should apply for wind turbines also. With forest lands there are three considerations: soil, habitat and how noise travels. Placement of turbines on ridge tops can amplify the noise. Hilly terrain can cause wind turbines to be heard at a greater distance than on flat land. We've seen how sound can echo down the ridge top and get louder as it travels down the ridge. Our neighbors complain of our dogs barking when we can barely hear them but it sounds like an echo if you're down below us. I can imagine what a wind turbine above us would sound like. When UPC proposed its project on 7 Mile Hill, one of the impacts that could not be mitigated was the loss of the pine oak habitat. This is a unique and important habitat that needs to be protected and wind turbines should not be permitted in

these areas. When wind turbines are installed on uneven terrain such as the hilly areas in the forest zone the land is blasted and the hills leveled to create a huge flat area to site the turbines on. (At this point, Chair Runyon told Mr. Dooley that she was nearing 3 minutes and should wrap up.) This destroys the soil and habitat value, taking out resources for a lifetime. With the EFSC review, you should hear all points of view and not just the developer's viewpoint. In closing, the wind industry continues to deny that noise is a serious problem. They deny the validity of any noise complaints in spite of rising evidence to the contrary. At the same time, people living near wind turbines who sign waivers, agree not to complain. If the wind turbines are so benign, why do residents have to sign gag orders as part of the waiver? EFSC will never hear from these people because they are accepting hush money and will not complain. Thank you.

BLAINE CARVER
91443 Hinton Road, Maupin, OR
My wife and I just purchased a small farm in the Bake Oven area of South Wasco County. We both work outside our personal farming operation to support our goal of living and raising a family in rural South County. Growing up in Wasco County, I've watched the businesses and farms come and go. I attended school through the years when the timber tax revenue dried up. It is very exciting that there is a new green and sustainable industry that is interested in our incredible wind resource. The wind energy business has an incredible track record for the environment and human health. This is the opportunity that will help me and others stay on the land and in our county. The added tax revenue will benefit all public services and the county economy as a whole. It will ensure that our children will receive a better education and have more opportunities than they currently do. It will inspire other young people to stay and build businesses and families. Wind development will provide additional jobs in a sustainable green industry as well as an added influx of revenue into the local economy. What is not to love about this opportunity? Wind turbines do alter the landscape; and yes, if you stand next to one and listen carefully, you can hear it. We currently derive our electricity from fossil fuels and hydro dams. I would like someone to look me in the eye and tell me that does not alter the landscape. It is astounding to me that anyone thinks wind turbines are more obtrusive or dangerous than pollution or dams. The issue at hand boils down to does the county want wind turbines and the benefits that come with them? Modern wind turbines have only one factually proven effect at distances beyond the state mandated setbacks – you can see them. A site setback that is greater than the State standard puts wind development in jeopardy. Our county cannot afford to jeopardize this opportunity.

My family, future children and community cannot afford to pass this up. This opportunity is right here, right now. Let's quit stalling and trying to prove that we know something that the State doesn't. Development is not going to wait on us and I am sure the wind blows in other counties. As a taxpaying landowner and concerned citizen, I request that you secure the future of this county by adopting the 1,320 foot setback for rural residences and the 3,520 foot setback for non-resource zone boundaries and city limits. Failing to do so is possibly taking a pass on this opportunity and waiting for the next. It might be a long wait. Thank you.

LARRY ASHLEY
Bake Oven, OR
I am a lifetime resident out in Bake Oven. I've got ranch land in Bake Oven and the Shaniko area. My feeling is on this wind energy – I think the landowners can benefit from it and also the county. I think one of the biggest benefits is the county where they have lost timber tax. It not only benefits South County but it will benefit North County, too. I feel that at times North County is trying to regulate what South County does on their land. I feel there needs to be a different set of rules for South County because we're spread out out there. My feeling is we probably need ¾ mile from property line and ¼ mile from dwellings. And I feel that we're going to miss a good opportunity if we don't go ahead with this; and if they make the restrictions too much it eliminates too much of the wind energy for the county. Thank you.

MARK WOMBLE
Seven Mile Hill
Good morning. In the interest of brevity I would like to submit some complete written comments to John if I could. My particular niche is the protection of existing residences and I know that there are a lot of aspects to this energy ordinance. My niche is on setbacks; it's what I'm interested in. There's no question that the impacts of industrial wind facilities on nearby residences can be life-changing. Very recent medical and scientific studies have now confirmed and explained long-standing anecdotal reports of sleep deprivation, migraine headaches, dizziness, unsteadiness, nausea, exhaustion, anxiety, anger, irritability, depression, memory loss, cognitive problems with concentration and learning, and ringing in the ears. It is important to note that complaints of sound from neighbors and the medical and scientific studies tend to focus on the nighttime hours when people are inside their homes trying to sleep and nothing's masked by the wind when they're inside. The question has been asked by folks

at the last meeting – Why not just rely on EFSC? Why even have setbacks? And I think there are several things to consider. First of all, EFSC laws were last updated in 2007. DEQ was last updated in 2004. All the wind-specific studies that have emerged and caught up now with the anecdotal reports really came to the fore in 2009, 2010, 2011 and 2012. So EFSC did not have access to the same state of medical and scientific research that you folks now have. Another reason to have setbacks is that they are easily understood by citizens in the County, including Ma & Pa Kettle. You can understand how far a mile or a mile and a half or two miles is easily if you're a property owner. If, on the other hand, you're approached by someone from the wind company who has a box and some complicated computer noise modeling, you really don't know what to believe. I think we're all impressed with Iberdrola, but frankly, the wind industry in the past has had a very poor reputation for telling people the truth in order to get facilities sited. A setback is something that regular folk can understand and apply. Also, EFSC is not in charge of implementing our comprehensive plan which among other things, under goal ten housing is to protect residential development from encroachment by incompatible land uses. Some of the studies that have come out in the last three years include the Draft Oregon HIA, January 3, 2012, stating, "The potential impacts from wind turbine sound range from moderate disturbance to serious annoyance sleep disturbance, decreased quality of life. Chronic stress and sleep disturbance could increase risk for cardio-vascular disease, decreased immune function, endocrine disorders, mental illness and other effects." They also reference the nighttime wind turbine sound. The LUBA decision in Cosner clearly found an adequate factual basis for two mile setbacks. You're not bound by Umitilla County decisions; you're governing Wasco County. But, I think it's instructive that that whole process, LUBA looked at those findings and said, yes – two mile setbacks are justified by the facts. The Bruce McPherson Infrasound and Low-frequency Noise Study, dated December 14, 2011, just three or four months ago, you can see how all this has evolved over the last several years since EFSC updated their laws. There is a report by Dr. Sarah Laurie of Australia to the Australian Federal Senate in March, 2011, recommending 6 mile setbacks pending further understanding of infrasound, inaudible low-frequency, and sound pressure caused by turbines. And of course, Dr. Nina Pierpont's book, *Wind Turbine Syndrome*, published in 2009 – she recommends at least a mile and a half, two to three miles in hilly or mountainous terrain. Even the draft study submitted by Iberdrola says that wind turbines cause "annoyance and sleep deprivation." The important thing to understand is the definition of "annoyance" cited by the authors on page 15 includes distress and aversion which, if

maintained, can lead to a deterioration of health and well-being. (At this point Chair Runyon called time and asked Mr. Womble to wrap it up.) I want to just point out in my written materials, I think the landowners in South County, some of which are my dear friends, have nothing to worry about; if you take these circles where there are residences, and incorporate the waiver concept, virtually all of this land is not excluded. In my materials there are three families who have testified against setbacks, property tax records indicate they have about 70,000 acres and nine residences; they will all sign waivers. A setback in Wasco County is not going to keep these folks from getting paid by the wind companies. Their bigger worry is the DEQ noise standard. I also have detailed objections to Mr. Roberts, I don't want to see him fall on his sword, but EFSC doesn't have specific time limits to respond to applicable, substantive criteria. And the most important thing I want to close with is that the waiver or adjustment – I've added additional language, one sentence which clarifies that in all cases the waiver must be signed by the landowner. That was not clear in John's draft language, it lists it as a factor, but it must be signed by the landowner. Thank you very much for allowing me this time.

Commissioner Hege asked Mr. Womble to clarify his statement regarding EFSC time limits. Mr. Womble: As I understand and read 345.022-0030, it says two points "if the special advisory group recommends applicable substantive criteria, the council shall apply them." In the law "shall" means mandatory. I don't think the public has a right to comment on what the applicable criteria are to EFSC. Under this administrative rule, EFSC gets it from you good folks and that's it. And so the public criteria where the County sends it to EFSC, that's under 345.021-0050(4)(b). It does not set a specific time frame for response as I read it. Now, everybody always wants it yesterday and EFSC is no exception, but I don't think the County's locked into a time frame. So, I don't think the advantage to having public comment is outweighed by a time constraint. I don't think there's a specific time constraint there. Thank you very much.

ROBIN MOATS
45500 Main Street, Antelope, OR
Public speaking is not my forte, so excuse me if I wobble. First off, I am totally in agreement with alternative energy sources. When I lived in California I was one of the first to sign up for them and did until I moved to Wasco, where it is not available. I appreciate the Commission taking its due time to go over all the issues; you're in a no-win situation. You are going to <expletive deleted> everybody off one way or the other. But, I would also like to continue that thought

and ask that you take it a little more slowly and consider everyone, not just those who will benefit directly. There is a trickledown effect for the County that will eventually get money to spend, but it's going to be a long time before the rest of the people are affected in any substantial way. There are lots of considerations. We won't have a lot in our view, maybe only a few, but we are out in the middle of nowhere and for some of us that's why we are there. I would like to ask the Commission to at least not lessen the setbacks, if anything, increase them a little bit and to seriously consider the radar lighting for the top of the towers. Yes, from a far distance they're kind of cool to watch at night, but if you drive amongst them it's a little surreal. And if you have to live amongst them that's another thing, they are glowing off and on all night. Health issues are still a hotly debated issue. Pros and cons, I guess it depends which side of the forum you're on. I don't have a lot of scientific stuff to say, so I think that will be it. Thank you.

Commissioner Holliday asked Ms. Moats if she would be able to see the proposed towers from her home. Ms. Moats said that it's kind of hard to tell by the map. It would appear that – and it is also hard because we are down in the valley – but looking at the map the nearest one's on Mr. Kelly's property and may very well be in view especially if you're on East Street and at the south end of town. I would like to state that Mr. Kelly, while he may own that particular piece of property, is not a resident. In eight years of living there – almost eight years – I have never seen him there. So, his interest is different, if I may state. And I also think that maybe the removal of probably a few towers will not necessarily invalidate the projects altogether. They're here, which is a good thing in many ways. Thank you.

Commissioner Hege asked if there are any towers she can see from her home now. Ms. Moats: No, there is nothing out there currently, and again we are down in a little valley. However when I do come up top and drive out to Maupin way, you can see them in the distance when you're out on Bake Oven or go up 97. Commissioner Hege asked if her primary concern is visual. Mr. Moats: It's somewhat visual. I mean, I was born and raised in the burbs. I'm here for a reason and it was to get away from the destruction of what was really a nice little place to live as I grew up and I was third generation from San Jose. So, I have my mother's stories and grandmother's stories. Growth is a great thing in moderation just like anything else. I think also to the health issue and aspects that yes, there has been more information. I think the jury's still out on that. I know that I've been driving down to California quite a bit recently due to family health issues and I go through the Bay area. When I cross the Martinez Bridge

and look out toward the delta, that's all you can see these days. And same if you're out in the Altamont Pass area, they are just going up everywhere. It's kind of hard, but change is coming and like it or not, it's here.

JANA WEBB
3825 Cherry Heights Road, The Dalles, OR
I have been a resident of Wasco County most of my life. This, in my estimation, is a basic property rights issue. I don't feel that a small group of people in one area of the county should say what the group of people do in the other. It's kind of like the Willamette Valley controlling what goes on in Eastern Oregon. We're two different zones, two different things. The Scenic Overlay controls a lot of what would happen in the north half of the county already. I think that the proposed setbacks for the south end are too restrictive for the commercial wind projects. And I guess that I would just like to say we can find a scientific study to support anything. We should probably not be using our cell phones; the latest one that has been in the news a lot lately is what we breathe when we drive in our car; we're not supposed to use our laptops on our lap – so we can find scientific studies, and anybody can pay for one, as Sheila said, for anyway they want. But we do have to live in today's world; we have to exist with electricity in today's world; and so that all has to be weighed equally. I guess what I want to say – I did send you a letter. I know Rod got it. I didn't get a response from anyone else. And I would just like to say that future wind development projects can provide commercial development and fiscal security for this county. Please do not restrict our county's chances for that. Thank you.

ROCKY WEBB
3825 Cherry Heights Road, The Dalles, OR
I would just like to go on record as supporting and agreeing with Jana Webb's letter and her comments. Thank you.

BRIAN WALSH
4824 NE 21st Ave, Portland, OR
Good morning, Commissioners. I have four points to cover here really quickly and two of them will take a little more time. I work for Iberdrola Renewables. I have participated in all the Planning Commission meetings and have been here for all these meetings as well. Thank you very much for the opportunity to speak and all the work that you've put into this. So, two quick points and then two longer points; the longer ones have to do with DEQ noise standards and I'd like to explain to you how they work in practice and in real life and how we apply

them because I think that can be enlightening for both sides. And also, talk about decommissioning security – something that we haven't really talked about, but DEQ is the most important one. The first two quick points - I want to just make a quick correction or clarification that John made about EFSC. He stated that EFSC doesn't have actual setbacks. I think what he meant is that they don't have a fixed setback for residential homes. They have public safety and health setbacks. But John was speaking specifically, I think, about homes and residential setbacks. There is no fixed distance, but there are other health and public safety setbacks that EFSC has.

Commissioner Hege asked what those setbacks are. Mr. Walsh: They are specific distance setbacks. There are public roads setbacks; most of them are based on height because a tower and wind turbines height can vary as well as the tower size and blade diameter. They are setbacks that are easily quantitative based on the turbine size proposed to be used. They are safety – so it is falling down height or size and a half. There are varying setbacks from roads, from above-ground power lines – there are various setbacks that are in there for public safety through the EFSC process.

Two – and I don't want John to impale himself either, falling on his sword – I get the point in sitting through the Planning Commission that I think it's responsible to give the County residents a voice in the EFSC process and I think it's responsible for the Commissioners to notify the people. Already through the EFSC process, we're required or an applicant is required to publish it in the paper. There is a public comment period. I think it is at least twice during the public comment period that it runs in the paper consecutively. But anything else that you can do - and you can decide on that – on how to publically notify the residents of Wasco so that they're aware that they can participate in the commenting process, I would recommend, whether it be John's newsletter or any other way you can notify the public. But I agree that it's problematic to hold a public meeting with the County Commissioners and the timing issues. Anything else that you can bring attention to the residents so that they can participate in the process, I would recommend.

On to DEQ noise standards. Right now with the DEQ noise setbacks, you cannot emit a noise that reaches a house, designated by the State as a receptor, beyond 36 decibels. This bright yellow line is a 36 decibel model. The way this contour is decided is each turbine is emitting a noise power level that's rated by the turbine manufacturer and it varies on commercial turbines these days

from104 dbe to 109, depending on the size and the manufacturer. Roughly, what that equates to is a mile and a half setback or a mile and three-quarters on the noisiest of modern turbines. What you're seeing here in this yellow line, the green receptors are homes and the orange one is a 50 db. With a noise easement from DEQ you can reduce the distance on the setback from 36 decibels to 50 decibels, which basically reduces it down to 1,320 or 1,350 and that's where that number comes in within the setbacks they way they are (at this point Chair Runyon asked Mr. Walsh to take only 30 seconds more). The setback is greater unless someone waives or signs a noise easement and reduces it. Otherwise the landowner has the right at that particular residence to enforce a mile and half to a mile and three-quarters setback. That is regardless of whatever the County adopts; you can go through the County process and the State process – it still applies for DEQ setbacks. I think it's important to understand that neither one of these projects would have been built without the waiver provision. If you had to follow this all the way through, most of the turbines fall within homes and there would only be a few turbines. I could go over it in more detail, but neither one of these projects would be able to be permanently built without the noise setback.

For Sheila's question about measurements, how DEQ is actually done and how we model it. It's not a question of modeling it when the wind is blowing a certain speed; we have to model when we do the noise standard at the maximum sound power rating for that turbine. So when it's going full-bore, that is the noise level that we model. It takes in the topography; it takes in the height of the turbine, and the topography. You can't measure it like it's a set standard. We are always measuring it at that maximum sound rating. There's no way to get around that or cheat the system, I guess. And anyways, more to my point is that we as the owner and operator of the wind farm do not want to be appealed; we do not want to have our project curtailed which would happen if those turbines were found to be exceeding the noise standard. So when you make a four-hundred-million dollar investment in a wind farm, you do a risk analysis. You hire the best sound expert possible that you have and that's what we do at Iberdrola to make sure that we are not curtailed and that we're building it responsibly so that we're not found, if somebody were to file an appeal, and that we'd have to shut down those turbines. We don't make money unless they are turning. And if we have to shut them off because we are exceeding that noise level, it's a risk our financers, our company would not take that risk. In practicality, we get the best noise analysis that money can buy so that we're not put into a position where we could be appealed.

Chair Runyon stopped Mr. Walsh, saying that that was what the open house was all about – to have an opportunity to go through these. He added that the Board may want to call him back later in the hearing.

Commissioner Hege asked if there was anything in the setbacks proposed by Wasco County that would cause the specific project being considered by Iberdrola to not be built. Mr. Walsh: It's no secret that we're developing around the town of Shaniko. So one, there's a setback – the one mile setback from the town of Shaniko. It's a pretty great resource around the town of Shaniko. We have four land owners that would lose a total of 13-14 wind turbines around Shaniko with a one-mile setback or if there isn't a variance to reduce that setback from the town of Shaniko. The town of Shaniko signed a petition that they were open to reducing it down to 1,320 feet. Fred Justesen has a petition that he will submit when he gets up next that was signed by all the residents. So that one's a big one just because those higher resource turbines, if we're not able to build them, it might affect the overall economics of the project and therefore the wind farm might not be built.

Commissioner Hege pointed out that the setback is ¾ of a mile and at least in the proposal that John put forward, it does allow for adjustments around those cities. Those provisions could actually mitigate the issue.

Mr. Walsh: Even if we have a waiver or a provision that we could reduce it from ¾ of a mile, there are at least 13 residences within the town of Shaniko. We individually have to go to those landowners and get a noise easement. They are all within a few hundred yards of each other, so even if one doesn't sign it, it will create a mile and a half or a mile and three quarter setback from the town of Shaniko. If one single resident doesn't want it, they have the power then to eliminate 14 turbines. I don't like to broadcast that, but the burden is on the developer to make sure that it's all right. I don't see it as hush money or anything like that; it's a noise easement and we don't pay our landowners to sign a noise easement. I'll leave it at that.

To clarify, Commissioner Hege asked that even if Wasco County had a zero setback, wouldn't DEQ noise standards still be the issue. Mr. Walsh: Right, right. We would have to get a noise easement – otherwise we would have to assume the mile and three quarters.

Commissioner Hege asked if there are any issues related to the mile setback from non-resource lands that you think would impact any projects they are looking at. Mr. Walsh: I've looked at it and I think we can live with the mile from the non-resource zones. As a developer, and I can probably speak on behalf of my company but I probably shouldn't, but as a developer in the use of my experience, no one is ever going to build near Seven Mile. You have the opposition – they have successfully fought a wind project. On top of that there is a tight cluster of homes, a lot of homes, that all have a mile and a half, mile and three quarter setback from them. All of those individual property owners hold the right to stopping a wind turbine farm from being developed near their home. I mapped out all the petitions that were submitted by Gary Cassidy and collectively together, that accounts for a lot of the homes up there. And so nothing would ever be built on Seven Mile as long as the homeowners never signed a noise easement. And so they have the power, already in the DEQ noise law, to prevent a wind farm from their area. I don't think another setback, if it were up to me, the setback for any residence would just be the DEQ noise standard. I think it's there and it's protective and anything else is redundant but that's your prerogative if you want to identify it.

FRED JUSTESEN
Grass Valley, OR
I am a landowner in Wasco County. First I'd like to thank the Commission for offering this hearing today for people to give their comment, and also for the informative session we had earlier. It was very helpful. I would cede some more of my time to Brian Walsh if he would want it. I think he did a fairly good job of explaining something about the setbacks. To reiterate, I think it's very important that we have those issues in there that they are in the language that we can have a waiver or whatever you want to call it. Because like he explained, if I can use this over here again, I don't know if everyone knows it, but this is a project that's already been permitted in the County. This would not be here today if we went with the standards that were being proposed. Is that the way I understand it? Is that correct? You see, this is what I am concerned about – where is the language? Can we see it about a waiver or adjustments? It's very important we have this going forward – an adjustment to these setbacks. Where individuals, communities, cities, whatever – that they have the right to make that adjustment. Because if we don't have that we're not going to have projects in this county as I see it. I have a lot of things to say here in this. I'm glad we have this because people don't understand what's going on, I don't think. Because if you don't have the setbacks, John assured me it's there but I haven't seen that language, and so

if it's not written properly, all this stuff we're talking about isn't going to matter cause we're not going to have the projects. We all know, it's all been stated about the employment and so forth. There's a lot of people in this county my age, in their fifties, haven't had a steady job, a good steady job, since the mills went out in Wasco, in Maupin, in Tygh Valley. The other thing I might want to relate to is the DbA rating and what that sounds like. There are lots of studies and there's lots of ways to relate that, what that sounds like and I'll ask Brian – How do you relate to it, 36 DbA; what does that sound like?

Mr. Walsh: It's inaudible.

Mr. Justesen: You know you can't hear it. I'm going to submit some stuff here, some studies that shows you what that sounds like. Then the lady that talked about their dog barking. The dog, yes, is louder than the windmill. That's the way it is. I go ahead and support all the pro wind power testimony that's been given today. And with that I would just, I can't express enough that we have to have those setbacks; something that we can deal with and understand and see what the setbacks are. We have to have that in the language of your regulations. Thank you.

Commissioner Holliday asked about the previously mentioned petition Mr. Justesen was to have from Shaniko. Mr. Justesen: I attended a town council meeting at Shaniko before the last hearing – the night before. I submitted a petition to them. Everyone that was there signed the petition that called for lesser setbacks. Commissioner Holliday explained that she had thought it was new information, but that they had already seen that.

Commissioner Hege asked if what he was saying is that he wants a provision that allows the setback to be reduced. Mr. Justesen: Correct. Commissioner Hege wanted to make it clear that that language does exist in the currently proposed ordinance amendments.

A brief discussion ensued reinforcing the point made by Commissioner Hege.

ROY JUSTESEN
89720 Wagontire Road, Wamic, OR
I came to the meeting last time and the hearing this time and I've learned some scary things about wind mills but, I'm thinking that I could find some scary things about anything if I looked on the internet. The basic facts of the matter seem to

me that any proposed setbacks from the County are going to present difficulties for the wind projects. The wind projects, as we all know, will create economic opportunity and tax revenue for the County. Basically it seems like they're not going to put anything on Seven Mile anyway, so why not let us be out there at the south end? That's about all.

GARY CASSIDY
2500 Badger View Drive, The Dalles, OR
I thank you for the opportunity to testify and for your diligent, attentive work and for your thorough consideration of these ordinances before us here today. My introduction to county ordinances began in 2003 when a commercial wind facility was proposed on Seven Mile Hill. I was shocked that such a facility would even be considered on such a site. At that time I knew next to nothing about land use and development ordinances. In the next several years I became thoroughly acquainted with Wasco County LUDO and these ordinances were woefully inadequate having been designed 32 years ago – prior to the awareness of how these wind turbines would impact land and peoples. They opened the door for unwise consideration of improperly sited wind facilities. They did throw us all into turmoil that resulted in wasteful use of finances and personnel and costly appeals all the way to the State Supreme Court. The Planning Department wisely decided to throw these out and do a total rewrite of Chapter 19. When I was asked to be a member of the Commercial Energy Advisory Group rewriting this ordinance I wholeheartedly accepted, thinking I could be a part of a good process that could help the County as a whole. As you know this group was composed of people from every sector and I personally spent hours in monthly meetings, scores of hours for nearly a year and hundreds of hours poring over ordinances from several counties and states. I believe the proposed ordinances before us today are very good in most places. The setback of one mile from boundaries of non-resource zones appears to be good in terms of all people and developers as well. The setbacks proposed in resource zones need a slight adjustment to make them good and serving for all parties. So, I repeat, the proposed wording with a little adjustment that I previously submitted online, and is in section 19.030(D)(1)(c)(3) Setbacks Resource Zone Dwellings. Wind turbines shall be setback a minimum of 1.5 miles from all resource zone approved dwellings utilized as permanent residence for individuals and families. If it is deemed that a particular project requires adjustment provision in order to be viable, such adjustment provision may be requested. It is totally possible to write acceptable language for adjustment provisions in the setback portion of these ordinances. And it will not be a difficult task to acquire adjustment provision to make a project

viable. I believe this proposal will satisfy lease ease, make the ordinance clear as to where the development is responsible, and protect land and residents for decades to come. It is a reasonable, sustainable and durable way forward and will satisfy all parties and protect us all from wasting time and finances in costly appeals. There are no State ordinances or ordinances in any county in the State addressing the important issue of cumulative effect of multiple energy projects. I believe a 1.5 mile setback helps address this issue in a practical way and still allows appropriate development. I call your attention, once again, to the petition I submitted online. Note that I inadvertently failed to submit page 10 but I submitted that in what I have submitted now. You've read the comments so I won't repeat those but I do ask you to imagine 181 more people in this room who all say that they agree that a 1.5 mile setback is good with the adjustment provision to make a project viable. I appreciated Mr. Justesen's comments and I agree with him that the adjustment provision and setback must be very clear so that we all can understand that. Thank you very much.

JILL BARKER
3375 Vensel Road, Mosier, OR
I'm commenting today on the setback issue specifically and I fully support 2 mile setbacks as LUBA had ruled was necessary in Umatilla County. I think there should be two mile setbacks between legal residences for wind turbines in all resource and non-resource zones. This would include no waivers in non-resource zones and a variance, waiver or adjustment option allowed in resource zones. In a recent 2011 Oregon Land Use Board of Appeals case, Cosner vs. Umatila County, evidence was revealed that these 2 mile setbacks are necessary to protect the people in these residences from impacts of the noise produced by these huge industrial wind turbines. LUBA ruled that there is more than sufficient testimony and factual evidence to prove that there is indeed significant noise impact for at least a 2 mile radius around each industrial wind turbine and that these 2 mile setbacks are absolutely necessary to protect residents from the noise and health threats. The ruling sets an important precedent statewide concerning wind turbine setbacks and clearly needs to be observed and implemented by all counties in Oregon. The noise impact on health is the same issue no matter where the turbines might be. So this ruling of the Oregon LUBA on this issue must be adhered to by everyone equally. Since it's the goal of Wasco County's Land Use and Development Ordinance to protect health, safety and welfare of Wasco County citizens and to protect resources identified by the comprehensive plan as well as to protect property values, investments and preventing conflicts and incompatible uses, then providing these 2 mile setbacks

would ensure that all these goals were met. It is totally inconsistent and incompatible to place such intrusive and negatively impacting industrial operations within 2 miles of any rural residences. Property values plummet where there is even a suggestion of an industrial wind power project. And often land and homes adjacent to the industrial wind power projects cannot be sold at any price. And I had some experience; I went to Mars Hill, Maine, one of the first projects on the east coast that was talked about widely. The sound issues there were the same as they are here. And the people that had originally wanted to have the turbines were completely against them after they were built. They couldn't sleep at night; they had health issues; they had all the problems that have been talked about. Then the Oregon Public Health Division's Office of Environmental Public Health – The Strategic Health Impact Assessment on Wind Energy Development in Oregon it was stated that the sound from wind energy facilities in Oregon could potentially impact people's health and well-being if it is increased by levels of more than 10 decibels. There is some evidence that turbine sound is more noticeable, annoying and disturbing that other community or industrial sounds at the same level of loudness. This was stated earlier so I'll be brief. The potential impact from wind turbines' sound could range from moderate disturbance to serious annoyance – sleep disturbance, decreased quality of life, and chronic stress. Sleep deprivation could increase risk for cardiovascular disease, decreased immune function, endocrine disorders, mental illness and others. Now that's pretty serious language, I would say. Mental illness – all this is potential. I'm just asking Wasco County to take time. It's better to be safe than sorry. These rules are going to be set right now and to have a wider setback with the adjustment option would be more prudent and would prevent Wasco County from being sued at a later date if people can prove that their health has been affected by wind turbines that are too close to their homes. The wind turbine syndrome is a real, present health threat to humans; this is well-known throughout the world now. It is an established fact that can no longer be debated or ignored by the wind power industry and their lawyers, but can be conclusively observed and understood with only a mere five minutes research on the subject. If a resident chooses to have a wind turbine less than 2 miles from their home then a waiver option should be available for them to do so only if all the affected neighbors within the 2 mile radius also agree to such a waiver. I feel certain that Wasco County does not want to put itself in the position of facing many future costly lawsuits from people who can prove that their health has been adversely affected by the noise from these turbines. I also expect Wasco County Commissioners to support strong protection for the scenic area in all respects –

it's vital to the well-being, integrity and prosperity of Wasco County to defend this value and stated provisions. Thank you.

AUSTIN JUSTESEN
303 3rd Street, Grass Valley, OR
I wasn't at the first hearing, I was told about it by my uncle and Brian. And since I've sat here, I'm having a hard time gathering what we're doing here. DEQ is already protecting people from the noise and you already have the right to sign a waiver to say that you will accept the noise if you want it closer than a mile and three quarters from your home. This project here, everyone there signed a waiver saying they don't mind having the noise and anyone outside that yellow line – that's 36 decibels. Thirty decibels is leaves rustling; that's what thirty decibels is. So, I don't know why we need any setbacks anywhere because everyone already has the DEQ right to keep a wind tower a mile and three quarters away from their home. If you want a wind tower closer than that, sign a waiver; if you don't, don't sign the waiver. Shaniko's protected, The Dalles is protected, Mosier's protected – everyone's protected by the DEQ already. I just wanted to say that. Thank you.

RICK TILL, CONSERVATION LEGAL ADVOCATE
ON BEHALF OF THE FRIENDS OF THE COLUMBIA GORGE
522 SW 5th, Suite 720, Portland, OR
Thank you for the opportunity to comment again and I appreciate the County's deliberative process for the last year or two adopting these rules. I think we are getting close to a very workable solution that addresses everyone's concerns. I have a couple of comments in a few different areas. First I wanted to comment about the rules for the special advisory group which is on page 10 of the most recent draft ordinance. Friends would support ensuring some opportunity for public comment to the advisory group. I recognize John's concerns about the timing and how to best do that. There might be some compromise language that could be used. One if the issues is that the County advisory group will get deference at EFSC and so commenting to EFSC won't give the public the same opportunity to influence the County's recommendation. That deference is really important and there's only one chance for the public to speak to its publically elected representatives and that's when the special advisory group is convening. Finding some opportunity to do that is very important. One solution might be to explicitly limit the special advisory group's scope of review to just identifying the applicable standards but not attempting to determine whether a project is consistent with those standards. That kicks it to EFSC to make that consistency determination and doesn't leave the County exercising as much discretion as far

as what would apply. Language that might do that would be just to add at the end of Section C on page 10, “The Special Advisory Group shall not make a recommendation on project consistency with applicable land use rules without providing an opportunity for public comment.” That might be a compromise position that would work for John. I also note that the County did convene at least one or two public hearings when giving advice on the Cascade Wind project on 7 Mile Hill and was able to provide that public process.

One comment about the modifications to a project that’s at the bottom of page 11 and the top of page 12. The modifications to facilities could be pretty dramatic if they stay within the footprint; it could still affect neighboring property owners or important resources. I would recommend adding a requirement for an amendment that if turbines within the facility boundary are relocated by more than 100 feet in the project parameter - if turbines are being moved around inside there substantially there should be an amendment process for that just so neighbors and the affected community has an opportunity to know what’s going on there.

And then some comments on setbacks. I think we’re getting a lot more clarity here. It seems like the real choice is, is there going to be a uniform setback that is easy to understand with a waiver process or a DEQ process that is kind of obscured through a lot of noise analysis and creating these contour maps which is just harder for everyone to understand and which I think has led to a lot of the confusion here. A lot of people advocating for that don’t want to stop Summit Ridge, they don’t want to stop a project near Shaniko; they just want clear rules that are understandable. I think one mile or one and a half mile setback is clear, understandable and an adjustment process would allow projects to go forward. I did want to note that on page 23, the non-resource boundary setback – the Planning Commissioner originally did not recommend an adjustment process for non-resource zones. That was going to be a one mile flat set back without a provision to allow that to be reduced. The version you have in front of you does add that in. That may be appropriate. It seems like Shaniko would like the ability to reduce it and I’ve heard people in Antelope say they want to keep it larger. So maybe it’s keep the adjustment process but increase the actual default setback from cities from ¾ of a mile to a mile or a mile and a half. Plus that adjustment process would allow communities to determine the extent to which they want to allow development to approach their boundary lines.

One more recommendation, I think Mark Womble had recommended some language to clarify the adjustment process for resource zone dwellings to make sure getting property owner consent is required and not just one discretionary element. One way to do that is in the first sentence on the top of page 23 would be to say that "factors to support an adjustment *shall* include," and I think that would get to the point quickly that land-owner consent is required.

One more issue with the DEQ noise standards, the 36-decibel contour line - developers can use a default ambient noise level of 26 decibels and not measure the actual ambient noise levels on the ground. And the ambient degradation tests which generates that 36 decibel line is based on that default, assumed 26 decibel ambient noise level. Actual ambient noise levels may be less than that and the DEQ standards require that you not degrade or increase ambient noise levels by more than 10 decibels. If you have a 23 decibel ambient noise at your home then the DEQ standards would require a 33 decibel noise contour setback. The only way landowners are going to be able to do that is if they hire their own expert to do it. A way to protect them would be to have the larger setback so they don't have to hire and expert to protect themselves from noise and then include the waiver provision that allows development to go forward and protect individual property rights.

One more point that EFSC and Shepherds Flats adopted a 1320 foot minimum setback for safety based on the risk for towers collapsing while their spinning and parts being thrown hundreds of feet. Any waivers should not allow going under a quarter of a mile, but there's a minimum safety setback is applied in at least one case. I don't know if that's fixed across the board but you might want to include that in the adjustment process. That is all I have. Thank you very much for the opportunity to comment.

ELAINE ALBRICH ON BEHALF OF IBERDROLA RENEWABLES
900 SW 5th, Suite 2600, Portland, OR 97204
I just wanted to be quick to respond to a few things that I've heard today that I think will provide clarification for the Board. First off are procedural issues with respect to the EFSC process versus the County process. I would just point you to State Statute ORS 469.350 and 469.370. Those are two State Statutes that outline procedures that EFSC must follow when processing an application for a site certificate. It goes to the timing for public comments, the SAG providing recommendations, things like that. So, just point you to that if you are interested to help clarify some of those questions that came up.

Another point that I wanted to discuss briefly is the distinction between EFSC standards and conditions of approval on EFSC projects. There have been a lot of questions about what actually amounts to an EFSC standard. EFSC standards for wind energy facilities are found in OAR 345 Division 22 and Division 24. There is a specific standard that requires an applicant demonstrate the wind project is designed, operated and decommissioned so as not to adversely impact public health and safety. That's in Division 24. EFSC ensures that that standard is met then by imposing a condition of approval which has a hard setback distance. So there is not specific hard setback distance in the OARS for wind energy facilities but it's a process whereby the standard is met through a condition that imposes a hard distance. So I just wanted to clarify that relationship a little bit because it seem like that has been a topic of conversation over the last several hearings.

The third point in response to testimony today has to do with health. We could debate this topic all day long. It actually was debated before the Planning Commission. We submitted a volume of material in response to comments about public health impacts and so that is already in your record. A lot of the studies that were discussed today are internet researched, self-published, unsubstantiated, and not peer-reviewed. So I would just point that out, that that is already in the record and that we can respond to that further if you like.

Getting to the staff report, I want to make sure that you guys have my comment letter. (The Board indicated that they did.) We have reviewed the staff report with the recommended revisions to the code and I think, for the most part, they are great. We are very close to a very workable code that will take it to a balance of allowing developers to take advantage of wind resource areas in the County while also ensuring responsible wind development and the protection of the County citizens.

There are a few points that I think need to be hit on and I think we need to discuss a little bit further, the first point being FAA lighting requirements. Although the intent of staff's recommended revisions is to allow for more flexibility in determination of lighting on a case by case basis, the language does not go far enough and it's just not workable based on the FAA's current process for reviewing acceptable lighting, also taking into account individual companies' ability to carry risk. And so in the letter I have recommended revised language that essentially requires and applicant to minimize the amount of lighting to the

extent feasible under law and company safety protocols. And then the County can exercise its discretion on a case by case, project by project basis to determine what amounts to minimize to the extent feasible. And if it wants to it can exercise its discretionary authority to require an applicant to investigate FAA approval for radar lighting not necessarily required as part of the code.

The next point to talk about is setbacks, a topic that everybody has been talking about today. We propose an alternative to the staff report for resource dwelling setbacks. There has been continued discussion about creating a distinction between those who want wind projects, those who don't, the north, the south . . . and so the recommended language you will find on page 4 of the letter creates a distinction between participating landowners and non-participating landowners for the purposes of setting setbacks. That then accounts and gives more flexibility to those landowners that are participating or in other words have landownership within the energy facility project area versus those who are not landowners in the energy facility project area but may be in proximity to a proposed project; and associated with that our recommendation is participating landowners at 1320 feet for a hard setback or the distance that's required to comply with DEQ regulations. And then for non-participating landowners it would be the Planning Commission's recommendation of 2/3 of a mile whatever's necessary to comply with DEQ noise regulations. While it would be my preference to simply rely on DEQ noise regulations I think, having heard testimony, that's probably not an acceptable approach for the County. So, I think there is a compromise by having both a hard setback so it's clear in the code and then also allowing for DEQ compliance. We could speak all day about how those two things actually interact, from a legal perspective it allows flexibility for landowners who want the project and it provides protection for those landowners who want a greater distance away. We do agree with the staff's recommended adjustment provisions; we think that's appropriate for resource zone dwellings. I think the factors that are outlined in staff reports, language for those factors evaluating adjustment are appropriate. It would also be appropriate to include landowner consent as a factor that the County considers when determining whether to grant the requested adjustment. I think just for clarification of process as I view it from a process standpoint, that adjustment would actually be a determination the County makes when it's granting a conditional use permit for a wind project and then it would have findings in the conditional use permit decision that justifies how the applicant has demonstrated that the adjustment factors have been met. I think that process addresses those issues that were

raised in Cosner and would provide the County with a more defensible decision when it's moving forward.

The second has to do with non-resource boundaries. While we have not recommended a change for the Planning Commission's recommended distances for these setbacks, I think it's very, very important that it's clear in the code and also in the County's record that there is a distinction between non-resource property boundaries like rural residences or rural residence five or rural residence ten, those types of zones that are not protected by goal three and goal four versus those lands that are actually within the city limits, the UGB, or an urban reserve of an incorporated city. There are some legal nuances that I don't want to go into about zoning and what a non-resource zone could actually be considered. I have just recommended some language on page five for your consideration that kind of further explains this distinction so there can't be interpretation arguments down the road saying that the one mile should actually apply to all non-resource zone properties whether or not it is in an incorporated city.

Those were the key points that I wanted to mention to you. We also have some minor language recommendations having to do with the natural resource section, the cultural resources, and termination and decommissioning. You'll find those suggestions in the letter and they really are intended to go toward creating more consistency with the State process. With that, I am happy to answer any questions.

Further discussion ensued regarding the 30-day turn around for the County to provide comment to EFSC for a proposed project. Ms. Albrich assured the Board that the public already has many opportunities to comment directly to EFSC up to and including challenging the County's recommendations.

PHIL SWAIN
Wasco Butte, Vensel Road, Mosier, OR
Good morning. Thanks for letting me appear before you again today. I want to address the issue of setbacks proposed in the resource zone. Three-thousand five-hundred and twenty feet, two-thirds of a mile is a distance from turbines to a boundary zone line used in Gilliam County. Iberdrola's Juniper II project has had to secure about a dozen waivers from residents in Arlington to comply with the DEQ noise regulations. Sarah Parsons, the Project Director, said she had no problem with doing that set-up to make that comply.

On June 7, 2011, Wasco County Planning Commission was influenced by an opinion presented as fact from industry representatives that the State Energy Facility Siting Council had a quarter mile setback standard as related to the noise ordinance. This clouded the final recommendation because two commission members did not want to be more restrictive than State rules. Before the vote four members supported three quarters of a mile setback, but lost in converting fractions to feet. Three-thousand five-hundred and twenty feet was the distance settled upon, but only after a follow-up email vote. The issue of a State EFSC setback standard has not allowed a fair discussion of what is a safe setback. As people claim, Wasco County's rewrite of Chapter 19 is proposing greater setbacks than what the State requires. From my first encounter with EFSC in 2007 in the public meeting in the Civic Auditorium until my last encounter on February 3, 2012, EFSC staff has always stated there is no setback standards but for the DEQ noise regulations. Ninety-percent of the time wind turbines will be over the DEQ noise regulations with the setback of three-thousand five-hundred and twenty feet. At three quarters of a mile proposed for urban boundaries, still the DEQ noise regulations will not be met in most instances, especially with the larger turbines of 2.3 or 3 megawatts. Over time setback distances have increased in wind-friendly Sherman County. The city of Wasco has a one mile setback and not everyone out there likes living in the red light district. With an adjustment process to allow closer setbacks of turbines to residents, a greater setback distance should not be a problem. I haven't had the opportunity to fully process Attachment A, page 23, concerning the adjustments. What is proposed concerning adjustments seems ambiguous and open to interpretation. The conditions need to definitively state that an adjustment to establish a waiver for lesser setback distances is mandated by specific written permission from the affected property owner before any other conditions or factors be pursued. The two following paragraphs that are in Section A on page 23, that have been struck through present a clear understanding of intent and meaning and should be left in the ordinance.

Please keep these points in mind and consider the evidence in the studies from Minnesota, New Zealand, Great Britain, and Europe that all conclude greater setbacks eliminate the conflict and issues of wind turbine noise within the community. Thank you.

BRIAN WALSH – RETURNING
Two quick points that I wanted to talk about again - DEQ and then decommissioning security that I didn't get to before. I'd just like to add to what Elaine said about the importance of participating and non-participating dwelling setbacks. I want to give you two examples of why we should adopt the lesser setback for participating landowners. For instance, Dan Carver who was our first landowner to sign up, owns thirty-two thousand continuous acres of property. There isn't any home that is located less than a mile and a half or maybe even two miles from an exterior property boundary. So he is no closer than anyone of those homes. Right now, if we assume a greater set back than one-thousand three hundred and twenty feet, we'll have to wait for a variance. Dan seven homes are located on his property within the interior of the ranch. For us to have to assume that we're going to have a greater setback and wait until we get a conditional use permit and to get a variance on that. It just seems a little bit ridiculous and it gets into landowner's basic property rights. He's already agreed to have it and he signed a lease that he wants wind turbines on his property. I would advocate for a smaller setback or whatever the 15 decibel sound distance is and if you need a hard setback using the 1320 or the 1350, roughly a quarter mile setback for participating landowners which ensures safety, as Rick Till talked about. We'd be amenable to that – we already have to meet fewer than 50 decibels in the noise standard. If you were going to establish a setback for participating landowners, I'd make it that 1320 or 1350 – quarter mile.

Then on to decommissioning security, we haven't talked about this much at all. From the developers stand point, decommissioning security under the EFSC rules you have to apply for security, provide a letter of credit; guarantee a bond for it on day one before you can build your project which means you're carrying the cost of decommissioning for the life of the project. In reality you're not going to decommission that project 6 months after you build it or likely anywhere within the first ten years especially when you get a production tax credit. Making you post the full decommissioning amount on day one is just unrealistic and it's a financial burden on the project that sometimes has made the difference or whether you build it or not. We submitted into the record some of the decommissioning plans that are used in practice in Klickitat County, across the way, in which they start making you fund decommissioning in your seven and as the facility gets older they make you fund it on a straight line until it is fully funded in your twenty which is realistic. The turbine manufacturers rate that their turbines will at least last twenty years. We believe it's thirty years and that's why we execute a lease, anyway full security would be provided by them. Second, in

determining the amount of decommissioning security that needs to be posted, take into account the salvage value of the wind farm. As you know, these things are made of steel, they have copper wire. They have a lot of salvage value. Through the six decommissioning plans we submitted into the record from Klickitat County, the salvage value done by a third party independent analysis all exceeded the cost of decommissioning by almost half. There was more than enough salvage value to cover the cost of decommissioning. We ask that the County recognize part of the salvage value into the decommissioning estimate. Thanks.

Fred Justesen came forward to suggest that the County consider having two sets of standards, one for the southern portion of Wasco County and one for eh northern portion of Wasco County. Chair Runyon replied that they would talk about that.

Chair Runyon called a 10 minute recess at 11:10 a.m.

The hearing resumed at 11:20 a.m.

Mr. Roberts returned to say that he had no concerns regarding the suggested changes to the decommissioning language.

Commissioner Holliday asked if Mr. Roberts thought the change from “waiver” to “adjustment” would be enough to prevent appeals such as the one in Gilliam County. Mr. Roberts responded that more had actually changed than just the term for the process; they had looked at the specifics sited in the Cosner appeal and addressed those issues when writing the adjustment provisions. Commissioner Holliday expressed concern that through the adjustment process, the County would get bogged down in a public hearing process. Mr. Roberts replied that the process includes a thorough staff review of the adjustment provisions of the application to ensure it complies with the ordinance.

Commissioner Hege asked if the idea of separate north/south regulations had already been considered. Mr. Roberts said that he had heard some discussion around that and that it could be a viable solution. In considering today’s suggested provisions of a different setback for those within the project boundaries, that seems like a more practical solution.

Commissioner Hege moved to close the oral public testimony portion of the hearing and continue to receive written testimony until the day of the continuation

of the hearing. Commissioner Holliday seconded the motion which passed unanimously.

Commissioner Hege moved to continue the public hearing until April 4, 2012, at 9:30 a.m. in Court Room 202, asking staff to review today's testimony and return with a revised staff report. Commissioner Holliday seconded the motion which passed unanimously.

Chair Runyon adjourned the session at 11:35 a.m.

WASCO COUNTY BOARD
OF COMMISSIONERS

_____
Rod L. Runyon, Chair of Commission

_____
Sherry Holliday, County Commissioner

_____
Scott Hege, County Commissioner

WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
MARCH 21, 2012

PRESENT: Rod L. Runyon, Chair of Commission
Scott C. Hege, County Commissioner
Sherry Holliday, County Commissioner
Tyler Stone, County Administrator
Sue Stephens, Executive Assistant

At 9:01 a.m. Chair Runyon opened the Regular Session of the Board of Commissioners. Mr. Stone asked to remove the 11:00 a.m. Netsmart agenda item, pending further financial information. Mr. Stone also asked to add an item to the Discussion List – Interim Executive Assistant. No department heads came forward to be heard outside of the scheduled items.

Discussion Item – Interim Executive Assistant

Mr. Stone explained that while in the process of filling the Executive Assistant position recently vacated by Ms. McBride, he has identified a half-time County employee who would be willing to fill-in her remaining hours up to full-time to help relieve Ms. Stephens of some of the burden she is carrying trying to do both jobs. He requests approval to bring Kathy White on half-time in a temporary capacity.

*****The Board was in consensus to go forward with temporarily moving Kathy White into the Executive Assistant position half-time.*****

Open to Departments – Surplus Vehicles

Dan Sanders, Public Works Shop Supervisor, came forward with a request to surplus the list of vehicles provided to the Board in their packet. All the items on the list are either dated or not being used. Those items not being used are an unnecessary insurance and storage expense. Some will need major repairs to make them viable; those repairs would not be cost-effective.

Commissioner Holliday asked if small cities within the County have been notified of the intent to surplus so they might make a request for the equipment. Mr. Sanders replied that he had but the condition of most of the vehicles makes them an unattractive acquisition.

Commissioner Hege asked about the equipment listed for transfer. Mr. Sanders explained that the Fair usually borrows a water truck each year. Since Public Works purchased two new water trucks last year, it seemed appropriate to transfer their old water truck to the Fair for their needs. Although the old water truck has some issues, the limited use at the Fair would not overtax the equipment and they should get many years use. The pick-up truck being transferred is really a trade; the Fair is giving back an old truck to be surplussed to Public Works and will be given a newer truck in its place.

{{{Commissioner Holliday moved to surplus and transfer equipment as listed. Commissioner Hege seconded the motion which passed unanimously.}}}

Open to Departments – Exemption Request for Replacement of CH Duress Alarm

Fred Davis, Facilities Manager, explained that due to the failures of the current alarm system and the urgency of the need, this project be moved to an emergency status to allow them to move forward with installation. He has already engaged in preliminary discussion with a local vendor already aware of the County's needs. With approval of the emergency status, he will meet with this vendor again to form a plan and set it in motion.

In addition, Mr. Davis reported support from both County Counsel and the Sheriff's Department. Mr. Stone added that it is also the recommendation of the Courthouse Security Committee that this be moved forward in the most expedient manner possible.

Chair Runyon reminded the Board of the recent situation in the Video Courtroom where there had been a need for law enforcement which was misdirected by the system and therefore did not arrive in the Video Courtroom in a timely fashion. Commissioner Hege asked how this project would be funded. Mr. Davis replied that the Courthouse Security Committee has designated funds that they have in reserve to cover this process. He is confident they have enough to complete the

project. Mr. Stone noted that the monies are actually budgeted to the Courthouse Security Committee rather than being in a reserve fund.

{{{Commissioner Hege moved to approve the recommendation of the Courthouse Security Committee to proceed with the findings of fact and move this project to an emergency status. Commissioner Holliday seconded the motion which passed unanimously.}}}

Open to Departments – GIS Intern

Dan Boldt, County Surveyor, introduced Sherzod Rakhmanov their GIS intern from Uzbekistan who comes to us with a bachelor's degree in planning and a master's degree in geographic information systems. They hope he will be able to help them integrate some survey data from Land Corner Points into their GIS data. Wasco County is committed to Mr. Rakhmanov through the end of this fiscal year with the possibility of an extension. Mr. Boldt said that in Uzbekistan individuals do not own property; he is sure that the staff will also be learning from Mr. Rakhmanov just as he is learning from them.

Discussion List – MCEDD Dues

Chair Runyon noted that the dues from Wasco County to MCEDD will increase by $344.00 in the next fiscal year ($28.66 per month). Although, Chair Runyon, who sits on the MCEDD board, voted against the increase, he is seeking input from the other members of the Board of County Commissioners.

Commissioner Holliday stated that she sees an increase in activity at MCEDD and therefore can support the small increase in dues. Commissioner Hege pointed out that the increase is 10% over the current dues, which may be a bit much in light of the current economic climate. However, in actual dollars, he thinks it is not unreasonable. Commissioner Holliday added that for many years MCEDD went without increases.

Discussion List – Hunt Park Project RV Project

Darrin Eckman, representing Tenneson Engineering, came forward with a change order for a decrease of $19,000; the reason for the decrease is outlined in a letter from Tenneson Engineering included in the Board Packet. He went on to outline other proposed changes to improve the outcomes of the project – also included in the submitted letter. In addition, the Board had requested a review of the project to determine if any further improvements could be made with

$40,000.00 of unallocated Hunt Park Project funds. Offered in the submitted documents are four options, of which Mr. Eckman recommends pursuing option four which would add four RV sites, two of which would include full amenities and two of which would not include septic hook-ups. Even with the additional work, Mr. Eckman predicts $9,500.00 in surplus funding.

Mr. Eckman reported that the contractor is doing good work on schedule. The additional work is quoted at the same prices as the original work with the exception of rock. Rock shows an increase from $18 to $20 per unit because Wasco County Public Works had agreed to supply rock for the original contract at a reduced rate. Rock for the addition will come from a private source costing more.

Mr. Eckman explained that, although they created proposals for the additional work, it has not been vetted through the Planning Department; once the Board has selected and approved an option, the plans will be submitted to the Planning Department for approval. They have submitted plans to the funding agency and have received verbal approval but are awaiting written confirmation.

{{{Commissioner Holliday moved to approve Change Order 2. Commissioner Hege seconded the motion which passed unanimously.}}}

{{{Commissioner Hege moved to approve the recommended additions to the RV park as outlined by Tenneson Engineering in Option 4, pending permitting by the Wasco County Planning Department and the approval of Oregon State Parks and Recreation, the funding agent. Commissioner Holliday seconded the motion which passed unanimously.}}}

Agenda Item – Mid-Columbia Economic Development District Projects and Recommendations

Jessica Metta, MCEDD Project Manager, began by describing a new EDC Alum funding program, they hope to bring to the Board in the near future. The program is intended to address municipalities' needs and issues projects that require so little capital that it is unlikely applicants would be seeking federal funding. The EDC will be moving forward to build a structure for the loan program which they will then bring before the Board for approval. Following approval, the EDC will seek grant funding for the program. The Port of the Dalles has been considering a similar program and the EDC hopes to collaborate with them to partially fund the program.

Commissioner Hege inquired as to why some of the entities are not getting loans now. Ms. Metta explained that some are too small for larger grantors to consider while others are geographically outside the boundaries of an appropriate grantor's area. She acknowledged that there are entities that are not able, at this time, to pay back a loan; they are not who the program will be designed to help.

Ms. Metta then reviewed the prioritized needs and issues list included in the Board packet. She stated that she is seeking approval from the Board, adding that they can make changes to the order of the list.

{{{Commissioner Hege moved to approve the Prioritized 2012 Wasco County Needs and Issues Projects as proposed by the Wasco County EDC. Commissioner Holliday seconded the motion which passed unanimously.}}}

Ms. Metta went on to review their request to improve the Wasco County online GIS capability in order to attract more businesses to the area. She asked what the EDC might do to support the requested improvements.

Mr. Stone interjected that it would be useful to have a cost analysis for the project so they know how fiscally realistic it is. Further discussion ensued regarding costs and the possibility of lost revenue for information that is currently being sold rather than provided for free. Ms. Metta suggested that the EDC could act as a facilitator for collaboration on the project. Additionally, they write for grants to help fund the project.

The Board expressed their appreciation for all the work done by MCEDD on behalf of the County and its citizens.

Agenda Item – House Bill 4165 and Its Impact on Wasco County

Christa Rude, Wasco County Commission on Children and Families Administrator, appeared before the Board to answer questions regarding her overview of HB 4165 included in the Board packet. Prior to her review she stated her belief that it is not only a moral imperative to protect and nurture the children in our community, but it is an economic necessity; children who do not receive this care and protection are more likely to cost society through addiction and/or criminal activity.

Following Ms. Rude's presentation, there was some discussion around the sunset of the Commission on Children and Families and how the state will provide services going forward under the Governor's new plan for early learning services. Ms. Rude explained that the new system will have very defined goals but will in large part allow counties/regions to determine for themselves how they will reach those goals.

Chair Runyon inquired how the changes would affect Youth Think. Molly Rogers, Youth Services Director, said she did not believe Youth Think will be part of the Early Learning Council structure but might become part of Youth Development Council planning. The YDC is approximately eighteen months behind the ELC in their process.

Ms. Rogers added that the upcoming joint meeting between the BOCC and the WCCCF could be used to start the conversation about what direction the county wants to take. She also advocated for the continuation of an advisory committee to council the Board on issues involving children and families in Wasco County. If the Board chose to continue that, they will have an opportunity to consider the make-up of the committee without the composition restrictions placed upon them by the state though CCF guidelines.

Discussion List – USDOT Tiger Funding Letter of Support

Mr. Stone explained that this is merely a modification of a project for which the Board has already supplied a letter of support. The project has been scaled back; the letter will reflect and support that change.

*****The Board was in consensus to provide the requested letter of support.*****

Discussion List – Bolton Cellars Approval

Chair Runyon explained that an application the BOCC had approved was incomplete. The Oregon Liquor Control Commission has asked that the Board rescind their approval until such time as a complete application is submitted.

{{{Commissioner Holliday moved to remove item #1 on the Consent Agenda for the March 7, 2012, Wasco County Board of Commissioners, effectively rescinding their approval of the Bolton Cellars OLCC application for a liquor license. Commissioner Hege seconded the motion which passed unanimously.}}}

Discussion List – Appointing ASA Coordinator and Committee

Commissioner Holliday explained that the ASA Plan says the County has to have a Coordinator as well as a Committee. She suggested that the Board appoint a Coordinator and let that person assemble the committee to be approved by the Board. After some discussion, it was determined that a list of possible candidates for the Coordinator position be drawn and submitted to the Board for consideration at a future session.

Discussion List – Northern Oregon Regional Correctional Facility

Commissioner Holliday reported that it was determined that talks should not go forward until counsel had been consulted regarding the possibility of modifying the current contract. Hood River was in agreement. The current agreement outlines a formula for the four participating counties to share the expense of both the bond and the operating expenses for NORCOR; Hood River is seeking to change that formula. The next meeting of the NORCOR board is April 19, 2012.

There were further general discussions regarding general NORCOR activities.

The final agenda item, Netsmart Service Agreement, was postponed to a future session.

Chair Runyon adjourned the session at 11:00 a.m.

WASCO COUNTY BOARD
OF COMMISSIONERS

_____
Rod L. Runyon, Chair of Commission

_____
Sherry Holliday, County Commissioner

_____
Scott Hege, County Commissioner

WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
OCTOBER 17, 2012

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

At 9:00 a.m. Chair Runyon opened the Regular Session of the Board of Commissioners with the Pledge of Allegiance. Commissioner Holliday asked to add the employment of a Public Health Clinician to the Discussion List. Prior to the session, Ms. White had asked to add 1.11.2012 Regular Session Minutes to the Consent Agenda. No department heads came forward to be heard outside of the scheduled items.

Discussion Item – VSO Report

Russell Jones, Wasco County Veterans Service Officer, came forward to provide a report on the activities at the Veterans Service Office. He reviewed the data provided in the Board Packet. He reported that approximately 20% of the veterans seen at the VSO in September came from Klickitat County. In addition, a small percent come from Gilliam and Sherman Counties. They are also taking a lot of phone calls from Klickitat County but have not begun to track that activity.

Mr. Jones went on to say that the volunteer staff is indispensible. He is two weeks out for scheduling new appointments; without the volunteer staff, the delays would be much longer. He explained that some of the correspondence from the Veterans Administration is time sensitive; sometimes even the two week delay is pushing the deadline. Missing a deadline can result in claim denial.

In addition, he explained that the filing system at the Veterans Service Office has been neglected for quite some time. Some files must be kept for as long as 75 years. The volunteers have organized to revamp the filing not only to clean up the vast backlog, but also create systems that will keep the office in compliance with regulations. He added that the volunteers have raised enough money for a new flagpole which will be installed soon.

Commissioner Holliday commented that she was very pleased to hear that the City of The Dalles had decided to extend the lease for the VSO; they are offering a five-year lease.

Chair Runyon announced that the Board is seeking members to serve on the Veterans Services Advisory Committee. Ms. White explained that the posting for the positions will go up tomorrow.

Mary Merrill, former member of the Committee, interjected that it is rewarding committee on which to serve; they actually get things done. She encouraged people to consider participating.

Discussion Item – Plaque Presentation

John Roberts, Planning Director, came forward to present a plaque in appreciation of service given by Ron Archer who recently resigned his position on the Planning Commission, having served from 2004 until 2011. Mr. Roberts, along with the Board, commended Mr. Archer for his dedication to serving his community. Mr. Archer expressed his gratitude for the recognition and the opportunity, saying that he had learned a great deal from the experience.

Commissioner Hege asked Mr. Archer's opinion on the Board's recent decision to add two alternate positions to the Planning Commission. Mr. Archer responded that he thought it was a good idea for both the alternates coming on board and for the Planning Commission.

Open to Public – The Dalles - Wasco County Library Foundation

Corliss Marsh, member of the Library Foundation, provided some documents (attached) regarding the planned expansion of The Dalles – Wasco County Library. She explained the necessity of providing space where the children and

youth could be served without reducing access for the adult patrons. She asked the Board for a letter in support of the expansion. The Board agreed to provide such a letter.

Discussion Item – Pacific Source Contract

Teri Thalhofer came forward to answer any questions the Board had regarding the Pacific Source Contract. She explained that questions raised by County Counsel and the Insurance Agent had been resolved. In response to a question from Mr. Stone, Ms. Thalhofer explained that Wasco County's reimbursement rate would be the same as Hood River County's.

{{{Commissioner Hege moved to approve the Provider Services Agreement between PacificSource Community Solutions, Inc. and North Central Public Health District. Commissioner Holliday seconded the motion which passed unanimously.}}}

Discussion Item – CNN Subaward Contract Amendment

Ms. Thalhofer expressed disagreement with the figures for hourly costs as calculated by Wasco County Finance Manager, Monica Morris. She felt the calculation should not include on-call time; without that factor the hourly rate would be $67.36 – $15.36 more than is budgeted for the position. Public Health fills that gap with flexible funding. She added that they attempted to fill this need locally but were unable to reach an agreement with the local physician employer. No additional general fund monies are being requested.

{{{Commissioner Holliday moved to approve the CNN Subaward Contract Amendment between Oregon Health & Science University and North Central Public Health District. Commissioner Hege seconded the motion which passed unanimously.}}}

Agenda Item – Main Street Program

Sheri Stuart, Oregon Main Street Coordinator, led the audience through a Power Point presentation outlining some of the work being done around the State through the Main Street Program (see attached). Her overall message was that

by enhancing the downtown district, you can attract more commerce and more visitors who are willing to pay higher prices for an improved experience. She explained that the program addresses four points: physical elements, creating an economic base, creating an organizational base for future planning, and promotional activities. She concluded by saying that the work does not end with renovation; you must be vigilant in maintaining enthusiasm and keeping up with changes.

Kathleen Fitzpatrick, representing Main Street Mosier, came forward to explain their efforts to create and revitalize their main street. They are focusing on reinventing their school which is their largest employer. Their goal is to produce not only a school but a community center. They also want to leverage their close proximity to recreational areas to attract tourism. They are already working with other communities along the historic highway to develop a bike trail connected by community hubs. In the future they will return to the Board requesting support of their plan to purchase some Union Pacific Property in Mosier.

Mary Merrill and Steve Lawrence, representing Main Street The Dalles, were present to outline the work being done in The Dalles. Mr. Lawrence had recently attended the Main Street State Conference and learned that one of The Dalles central assets is their historical district. He also believes The Dalles is home to many creative entrepreneurs who can help revitalize the downtown area. The Port of The Dalles is becoming involved as they have realized their survival depends in part on a robust downtown area.

Ms. Merrill added that they are working to get the Elks building turned around for use and working with building owners as their buildings empty to find new businesses to occupy those spaces. In addition, the City of The Dalles is moving toward creation of a vertical housing district to develop residential housing in the unused upper floors of downtown buildings. Urban renewal funds are available to address ADA issues.

Commissioner Holliday asked Ms. Fitzpatrick about the timeline for funding of a hub. Ms. Fitzpatrick responded that they have had interest from funding entities and she is hopeful that as they partner with other like-minded communities they will be able to secure funding within the next year.

Agenda Item – Fair Board Report

Kay Tenold, Fair Board Manager, and Zach Harvey, Fair Board member, came forward to provide a report on the 2012 Wasco County Fair. Ms. Tenold reviewed the documents provided to the Board in their packet. Commissioner Runyon inquired about tracking of the new RV spaces. Mr. Harvey responded that the hook-ups are not yet fully functional but that they can certainly track their use going forward.

Ms. Tenold explained the process of securing sponsors; while it is relatively easy to get sponsors for small items, it is much more challenging to obtain financial support for bigger ticket items. Part of that challenge is that there are two area events that immediately precede the fair and diminish the donation pool.

Chair Runyon commended the volunteer board for all their hard work. He also applauded Mr. Stone for the many hours of time he puts in at the fair.

Chair Holliday asked Ms. Tenold, in light of her recent move to the Oregon coast, how much longer she would be with the Fair Board. Ms. Tenold responded that she comes to The Dalles for other reasons and is able to bring her fifth wheel and stay at Hunt Park. The job has become much more paperwork intense since taking on the 4-H contracts in addition to invoicing. She is not sure how much longer she will stay. She has been with the fair board for 23 years and enjoys it.

Commissioner Hege asked if they track the number of people coming through the gate at the fair. Ms. Tenold said the number is really just estimated. Mr. Harvey explained that it is very difficult for gate workers to manage entry fees and also count.

Mr. Stone interjected that he sees the next real opportunity is to locate a volunteer who can do targeted marketing, especially for off-season use.

Discussion List – Public Health Clinician

Ms. Thalhofer came forward seeking approval to hire a .8 FTE clinician at $50.00 per hour with benefits to work two days per week at North Central Public Health and contracted to work 2 days per week at Hood River Public Health.

Mr. Stone asked for clarification regarding the funding for this position. Ms. Thalhofer responded that it does not impact the general fund in any way, but rather comes from family planning and other Public Health funding streams.

While the clinician will be a Wasco County employee, once Public Health separates from the County, North Central Public Health will become the employer.

Commissioner Hege asked if this had gone through the contracting process. Ms. Thalhofer said that it had, although it is a little different in light of the upcoming separation from the County. She explained the urgency, saying that the last time they posted for this position, they had no applicants; they have a viable candidate who may not be available if they wait until after the separation.

{{{Commissioner Holliday moved to accept the recommendation of the North Central Board of Health to hire a .8 FTE clinician. Commissioner Hege seconded the motion which passed unanimously.}}}

Agenda Item – Budget Adjustments

Monica Morris, Finance Manager, briefly reviewed the budget adjustments included in the Board packet. Commissioner Hege asked for further elaboration regarding the Public Works adjustment. Ms. Morris explained that Facilities will now be in charge of repair and maintenance for the Public Works facility. That work has previously been handled by Public Works; therefore, the funds have been budgeted to them. With the change in responsibilities, those funds need to be moved to a Facilities line item in order for them to do the work. Some funds will remain with Public Works for this fiscal year in order for them to complete the replacement of their automatic garage door – a project that is already in progress.

{{{Commissioner Hege moved to approve Order #12-045 Transferring $21,029.00 from capital expenditure accounts to materials and services accounts during the fiscal year 2012-2013 to complete the second year of the Netsmart Contract. Commissioner Holliday seconded the motion which passed unanimously.}}}

{{{Commissioner Holliday moved to approve Resolution #12-017 accepting and appropriating unanticipated Bureau of Land Management grant funding during fiscal year 2012-2013. Commissioner Hege seconded the motion which passed unanimously.}}}

{{{Commissioner Hege moved to approve Resolution #12-018 accepting and appropriating unanticipated AD70 grant funding and City of The Dalles donations during fiscal year 2012-2013. Commissioner Holliday seconded the motion which passed unanimously.}}}

{{{Commissioner Hege moved to approve Order #12-046 transferring $24,999.00 from Personal Services Account to Materials and Services Account during fiscal year 2012-2013. Commissioner Holliday seconded the motion which passed unanimously.}}}

{{{Commissioner Holliday moved to approve Order #12-047 transferring $11,500.00 from General Fund Contingency to General Fund Building Repair and Maintenance – Public Works during fiscal year 2012-2013.}}}

Discussion List – WCCCF Contract

Chair Runyon, explaining that Molly Rogers, Youth Services Director, could not be in attendance, read her letter (attached) outlining the reasons for the contract into the record.

{{{Commissioner Holliday moved to accept the recommendation of the WCCCF Executive Committee and the Early Childhood Committee to approve the contract with Child Care Partners to provide services to the WCCCF as outlined in the contract. Commissioner Hege seconded the motion which passed unanimously.}}}

Consent Agenda – Minutes 1.11.2012, 2.15.2012, 10.3.2012

Commissioner Holliday moved to approve the consent agenda. Commissioner Hege seconded the motion which passed unanimously.
Chair Runyon noted the Treasurer's Report included in the Board Packet, asking if anyone had any questions or comments. There were none.

Discussion Item - Treasurer's Report

{{{Commissioner Holliday moved to approve the consent agenda with the noted correction to the minutes. Commissioner Hege seconded the motion which passed unanimously.}}}

Commission Call

Commissioner Hege pointed out the new link on the Wasco County home page for the Citizen's Alert Notification Sign-up.

Open to the Public – Richard Murray

Richard Murray came forward to request a meeting with Chair Runyon, Mr. Stone and Chip Wood, candidate for Wasco County Commissioner. After brief discussion, it was determined that they would all meet in Mr. Stone's office once the Board session had adjourned.

Chair Runyon adjourned the session at 11:35 a.m.

WASCO COUNTY BOARD
OF COMMISSIONERS

_____
Rod L. Runyon, Chair of Commission

_____
Sherry Holliday, County Commissioner

_____
Scott Hege, County Commissioner

Consent Agenda Item
Youth Think Marketing Contract

- Memo
- WCCCF/Linda Griswold Contract

WASCO COUNTY

DEPARTMENT OF YOUTH SERVICES
Juvenile Justice Division
202 East Fifth Street
The Dalles, Oregon 97058-2220
(541) 506-2660
Fax: (541) 506-2661

Molly Rogers
Director

Date: November 1, 2012

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

From: Molly Rogers,MJM, Director
Wasco County Department of Youth Services

Re: YOUTHTHINK Agreement with Linda Griswold

On behalf of YOUTHTHINK through the Commission on Children and Families I am recommending the attached agreement be approved for signature by the Board of Commissioners. This agreement for services continues the consulting relationship with Linda Griswold at the slightly reduced amount of $9,000. The reduction is based on restricted budgets. This grantee has been in this consulting role for the past five years and this continues that role through the end of the Federal fiscal year.

Linda Griswold provides consulting services in marketing and promotion of YOUTHTHINK as a community coalition and the programs related to YOUTHTHINK's strategic plan. YOUTTHINK provides direction and approval of the initiatives to ensure they are within the plan as presented and if necessary that the programs are evidence-based or meeting funding requirements.

The amount of this budget was anticipated and planned in the current 2012-2013 budget for the Wasco County Commission on Children and Families fund 232. This agreement is in the same form as all other agreements through the Commission, and does not include any new initiatives.

If there are any questions I would extend an offer that Debby Jones, Prevention Specialist and Coordinator for YOUTHTHINK would be glad to present any information to the Board at a future meeting.

A. Grant Description

This Grant is entered into on behalf of Wasco County, designated in this document as "grantor" and the entity designated below as "grantee". Wasco County is represented in the negotiation of this grant through the Wasco County Commission on Children & Families. The person to contact regarding this grant is the YOUTHTHINK Coalition Coordinator, Debby Jones

Grantee: **Linda Griswold**
2826 W. 10th St.
The Dalles, Or. 97058
Grant Title: **Marketing Consultant**
Total Grant Amount: **$9,000.00**
Grant Period: **October 1, 2012 thru September 30, 2013**

Grant Amount	Funding Stream Overview	OAR	ORS	Approved Program Description
$9,000	AD70 / SPF-SIG			**Desired Outcome:** Assist YOUTHTHINK in its sustainability planning and strategy implementation as well as expansion of the YOUTHTHINK name and brand. **Strategies to implement:** 1. Provide consultation services to YOUTHTHINK and county youth in implementing Challenge Day, Photo Voice and other media campaigns such as the Most Of Us campaign. 2. Provide consultation services to youth and web designer in establishing YOUTHTHINK video shorts in conjunction with website as well as a corporate web blog. 3. Responsible for promotion of the following community events: a. Reality Tour b. Saturday Family Movie Program c. Challenge Day d. PhotoVoice e. Parents Who Host Lose the Most f. Additional events as presented 4. Distribution of monthly YOUTHTHINK newsletter 5. Assist in Youth/Community 40 Assets Initiative a. Provide consultation services to YOUTHTHINK Coordinator and designated community sponsors

				for the sustainability of YOUTHTHINK. Total work load not to exceed an average of 20 hours a month

B. GRANT REQUIREMENTS

a. This grant is made subject to the condition that the amount of up to $8,400 will be expended for the purposes of providing services as identified under the approved program description, designated funding stream, and/or in accordance with state statute and administrative code.

b. The Grantor must be promptly notified about any of the following during the grant period:
   1. Change in program contact personnel of the organization
   2. Change in address or phone number
   3. Change in name of the organization
   4. Change in 501c3 non-profit status
   5. Any development that significantly affects the operation of the program or organization.

c. The Grantee shall provide the Grantor with the program and financial reporting documents outlined in Section E of this agreement.

d. The Grantee shall abide by all provisions of this grant agreement and shall keep adequate supporting records to document expenditure of funds and the activities supported by these funds.

e. If the Grantee fails or becomes unable to perform the specific functions of program implementation, or if conditions arise that make the program untenable, or if Grantee materially breaches this grant agreement, all grant funds that may be deemed unearned, unjustified, or inappropriately expended must be returned to the Grantor.

f. Grantee is solely responsible for the ethical, moral, and legal nature of its programs, including those segments purchased through this grant. All persons employed by the Grantee shall be employees of the Grantee. Except for claims arising solely from the negligence of the Grantor, its officers, employees or agents, the Grantee agrees to indemnify and hold the County harmless from and against all actions, suits, claims and demands for loss of damage, including property damage, personal injury, and wrongful death, arising out of or in connection with Grantees performance of this grant agreement.

g. Perform services as an equal opportunity employer. Grantee shall not deny services or discriminate on the basis of race, color, creed, national origin or duration of residence, and there shall be no discrimination in selection, compensation, or other employment practices with respect to personnel coming under the auspices of the Grantee, and the Grantee will otherwise comply with the provision and requirements of Title IV of the Civil Rights Act of 1974, and all requirements issued by the Department of Justice.

h. Grantee acknowledges and agrees to comply with applicable provisions of the Americans with Disability Act 42 USC 12101 et seq.

i. Grantee acknowledges and agrees for the purposes of this Agreement that they shall comply with all provisions of ORS 419B.005 through ORS 419B.045.

j. Grantee acknowledges and agrees to comply with the provision of the Oregon Equal Access Law, ORS 417.270.

k. Grantee acknowledges and agrees to be culturally competent. Culturally competency means the development of behaviors, attitudes and policies that enable providers to deliver services in ways that meet the needs of a variety of diverse cultures.

l. Grantee acknowledges that any and all products provided by the grantor for use or implementation of this grant are the sole property of the grantor and must be returned upon completion of the grant.

C. Grant Payment

1. Upon receipt of the signed grant agreement, the Grantor will be paid $750 a month for 12 months. Grant payments are contingent upon the Grantee satisfactorily conducting the previous program substantially as reflected in timely reports required herein.
2. Grant payments are subject to the availability of funds. In the event that sufficient funds shall not be appropriated for the payment of consideration required under this grant agreement, and if Grantor has no funds legally available for such consideration from other sources, then Grantor may terminate the grant agreement with written thirty (30) day notice.
3. A total of $600 of this grant has been identified for administrative costs. Administrative expenses are not to exceed $600. Grantee must bill for administrative costs with normal monthly billing.

D. Unexpended Funds

If the funds have not been completely expended at the end of the grant period, September 30, 2013 then Grantee agrees to immediately notify the Grantor. All funds determined to be under-expended, unexpended, or unencumbered for authorized expenditures shall be returned to the Grantor or deducted by the Grantor from payment; and as needed refunded to the State or original funding source.

E. Reports and Evaluations

1. Prepare and furnish such plans, data, descriptive information and reports as may be requested by the County as needed to comply with Grant requirements. The Grantee agrees to, and does hereby grant the Grantor the right to reproduce, use, and disclose all or any part of the reports, data, and technical information furnished under this agreement.
2. At any time, the Grantor may request a representative of the program to appear at a regularly scheduled YOUTHTHINK and or Commission meeting to provide updates.
3. A final report will be requested by staff of the Grantor to be presented at a regular meeting. This report would include program challenges and successes, a detailed summary of progress on the approved programs, as well as any plans regarding future program goals and targets.

E. IRS Status

It is the understanding of the Grantor that the Grantee organization has obtained a determination from the Internal Revenue Service that it qualifies as a section 501(c)(3) organization or are an independent contractor as defined by the IRS.

If there is any change in the Grantee's status or classification, the Grantee must promptly notify the office of the Grantor.

Project Budget 2012 - 2013

REVENUE SOURCES		TOTAL
2012-2013 AD70 Funds		$ 9,000.00
TOTAL REVENUE		**$ 9,000.00**
EXPENCES Monthly Contract Fee Payment will be split into 12 equal payments of $700. Grantee shall invoice YOUTHTHINK by the 10th of each month. Administrative Cost (to be billed by contractor)		$ 8,400.00 $ 600.00
TOTAL Expenses		**$ 9,000.00**

F. Signatures

Grantee:

Linda Griswold Date

Grantor:

Rod Runyon, Wasco County Commissioner, Chair Date

Sherry Holliday, Wasco County Commissioner Date

Scott Hege, Wasco County Commissioner Date

Molly Rogers, Director
Wasco County Youth Services Date

☐ Approved to Form

Eric Nisley, Wasco County District Attorney Date

Agenda Item
Public Works Contracts

- Explanatory Email for 28758
- High Risk Rural Roads – Contract 28758
- Pavement Restoration and Equipment Purchase Contract 29004

WASCO COUNTY

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

Fwd: Agreement No. 28758 - HRRRP Chenowith Creek Road to Cherry Heights Road

1 message

Marty Matherly <martym@co.wasco.or.us> Mon, Oct 29, 2012 at 6:41 AM
To: Kathy White <kathyw@co.wasco.or.us>

Good morning Kathy,

I'll need signatures again.....the attached is a revised agreement for our High Risk Rural Roads (HR3) allocation that pertains directly to the guardraill installation on Cherry Heights Road.

Thanks, Marty

---------- Forwarded message ----------
From: **BEERNINK Albert H** <Albert.H.Beernink@odot.state.or.us>
Date: Thu, Oct 25, 2012 at 12:51 PM
Subject: Agreement No. 28758 - HRRRP Chenowith Creek Road to Cherry Heights Road
To: "Marty Matherly (martym@co.wasco.or.us)" <martym@co.wasco.or.us>
Cc: CONDON John T <John.T.CONDON@odot.state.or.us>, NEWTON Darrell R <Darrell.R.NEWTON@odot.state.or.us>, PARLETTE Katie M <Katie.M.PARLETTE@odot.state.or.us>, JACOBSEN Kelly A <Kelly.A.JACOBSEN@odot.state.or.us>, "Arthur Smith (arthurs@co.wasco.or.us)" <arthurs@co.wasco.or.us>

Marty;

Please find attached a fully executable version of agreement No.28758 for Wasco County's guardrail Project.
Please review this agreement and have signed by the appropriate County authorities. When signed, please return to my attention as a PDF via email and I will arrange to obtain the remaining signatures. A file copy will be sent directly to your attention from Salem approximately 2-3 weeks after I receive the signed copy back from you.

Should you have any questions or concerns about this agreement please contact me directly and let me know. I'll get answers for you or put you in touch with the appropriate ODOT contact.

Thank you in advance for your prompt response.

Best regards,

Hans Beernink
Region 4 Agreements Specialist

Misc. Contracts and Agreements
No. 28758

LOCAL AGENCY AGREEMENT
High Risk Rural Roads Program
Chenowith Creek Road & Cherry Heights Road (The Dalles)
Wasco County

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State," and WASCO COUNTY, acting by and through its elected officials, hereinafter referred to as "Agency", both herein referred to individually or collectively as “Party” or “Parties.”

RECITALS

1. Cherry Heights Road and Chenowith Creek Road, are a part of the County Road system under the jurisdiction and control of the Agency.

2. Cherry Heights Road and Chenowith Creek Road are classified as rural major collectors. These routes are characterized by sharp curves, steep grades and terrain and increased traffic volumes. Six (6) problematic locations, five along Cherry Heights Road and one (1) on Chenowith Creek Road currently have no guardrail protection.

3. By the authority granted in Oregon Revised Statute (ORS) 190.110, 366.572 and 366.576, State may enter into cooperative agreements with counties, cities and units of local governments for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.

4. The High Risk Rural Roads Program (HRRRP), included in Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users, (SAFETEA-LU) , is a sub-program of the Highway Safety Improvement Program (HSIP), and provides federal funding to carry out safety improvement projects on rural roads with identified safety issues to achieve a significant reduction in traffic fatalities and serious injuries. Approximately one million dollars will be available in Oregon each federal fiscal year.

5. HRRRP projects are intended to meet a specific safety need and must meet the requirements of SAFETEA-LU for highway safety improvement projects. Therefore, the scope of work is limited to improvements and features that correct or improve roadway safety as submitted in the project narrative approved by State, and the federal HRRRP funds are not to be used for improvements other than those related to improving safety.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Under such authority, the Parties agree that Agency shall install approximately two thousand (2000) feet of guardrail at six (6) independent locations, five (5) along Cherry Heights Road and one (1) on Chenowith Creek Road, hereinafter referred to as "Project." The locations of the Project are approximately as shown on the sketch map attached hereto, marked Exhibit A, and by this reference made a part hereof.

2. The Project shall be conducted as a part of the federal HRRRP, a sub-program of the Highway Safety Improvement Program (HSIP) under title 23, section 148, United States Code. The total Project cost is estimated at $290,000, which is subject to change. HRRRP funds for this Project shall be limited to $267,438. The Project will be financed with HRRRP funds at the maximum allowable federal participating rate (92.22 percent), with Agency providing the match plus any non-participating costs, including all costs in excess of the available federal funds.

3. The federal funding for this Project is contingent upon approval by the FHWA. Any work performed prior to acceptance by FHWA or outside the scope of work will be considered nonparticipating and paid for at Agency expense.

4. State considers Agency a subrecipient of the federal funds it receives as reimbursement under this Agreement. The Catalog of Federal Domestic Assistance (CFDA) number and title for this Project is 20.205, Highway Planning and Construction.

5. Agency shall, upon completion of the project, provide a report to State documenting the safety improvements made. Agency shall also provide before and after pictures.

6. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Project and final payment or ten (10) calendar years following the date all required signatures are obtained, whichever is sooner.

7. This Agreement may be terminated by mutual written consent of the Parties.

8. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:

    a. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.

    b. If Agency fails to provide payment of its share of the cost of the Project.

c. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.

d. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if State is prohibited from paying for such work from the planned funding source.

9. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

10. The Special and Standard Provisions attached hereto, marked Attachments 1 and 2, respectively, are by this reference made a part hereof. The Standard Provisions apply to all federal-aid projects and may be modified only by the Special Provisions. The Parties hereto mutually agree to the terms and conditions set forth in Attachments 1 and 2. In the event of a conflict, this Agreement shall control over the attachments, and Attachment 1 shall control over Attachment 2.

11. Agency, as a recipient of federal funds pursuant to this Agreement with the State, shall assume sole liability for its breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds and shall, upon such breach of any condition that requires the State to return funds to the Federal Highway Administration, hold harmless and indemnify the State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of Agency, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.

12. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.

13. State's Project Manager for this Project is Darrell R. Newton, Local Agency Liaison, 63030 OB Riley Road, Bend, OR 97701, (541) 388-6272,, Darrell.r.newton@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

14. Agency's Project Manager for this Project is Marty Matherly, Roadmaster, 2705 East 2nd Street, The Dalles, OR 97058, (541) 506-2640, martym@co.wasco.or.us, or

assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

15. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

16. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

This Project is in the 2010-2013 Statewide Transportation Improvement Program, (Key #18110) that was approved by the Oregon Transportation Commission on December 16, 2010 (or subsequently approved by amendment to the STIP).

SIGNATURE TO PAGE FOLLOW

WASCO COUNTY, by and through its elected officials

By _____
Chair

Date _____

By _____
Commissioner

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
County Counsel

Date _____

Agency Contact:
Marty Matherly, Roadmaster
2705 East 2nd Street
The Dalles, OR 97058
(541) 506-2640
martym@co.wasco.or.us

State Contact:
Darrell R. Newton, Local Agency Liaison
63030 O.B. Riley Rd
Bend, OR 97701
(541) 388-6272
Darrell.r.newton@odot.state.or.us

STATE OF OREGON, by and through its Department of Transportation

By _____

Date _____

APPROVAL RECOMMENDED

By _____

Date _____

By _____

Date _____

By _____

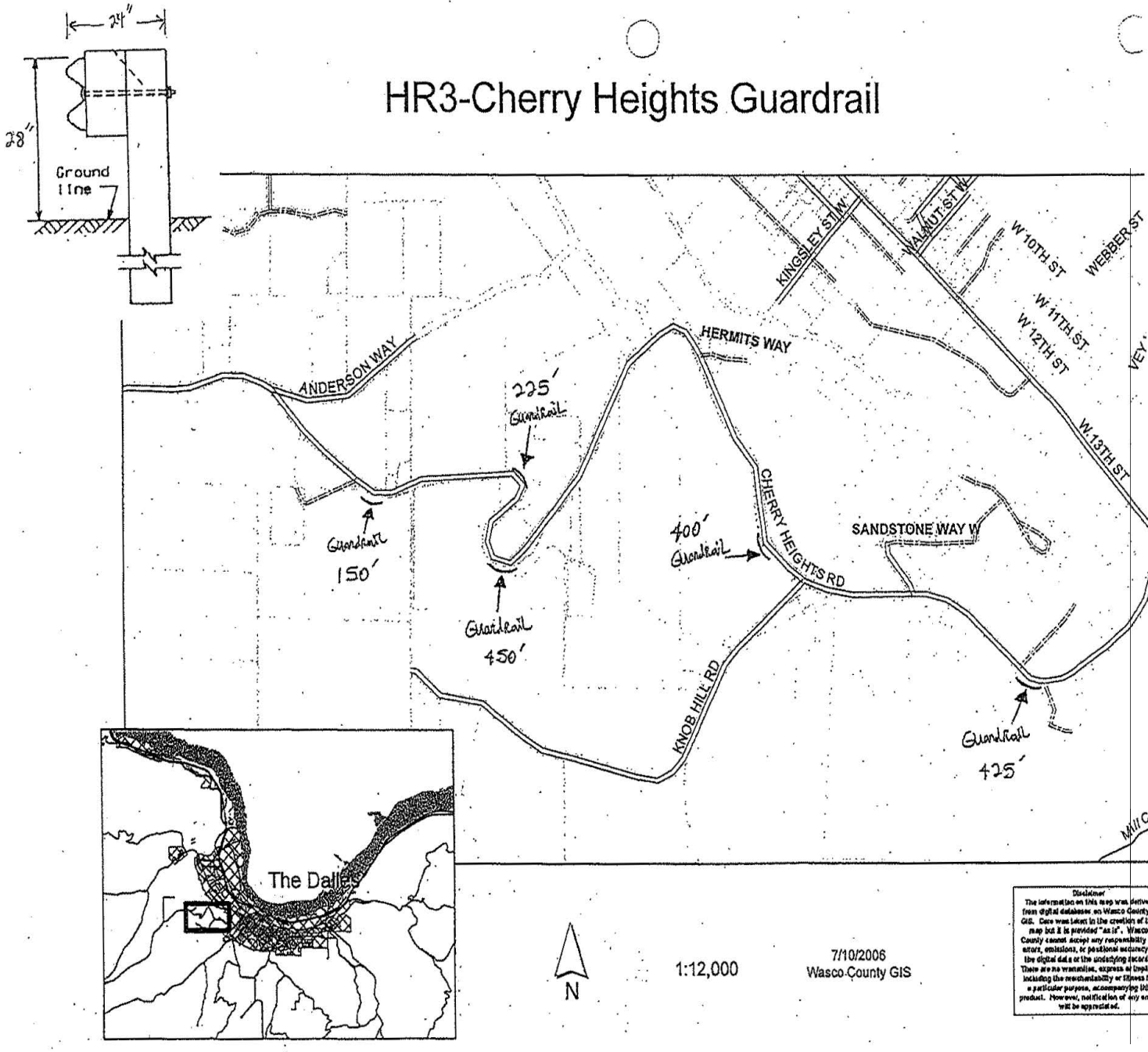
Date _____

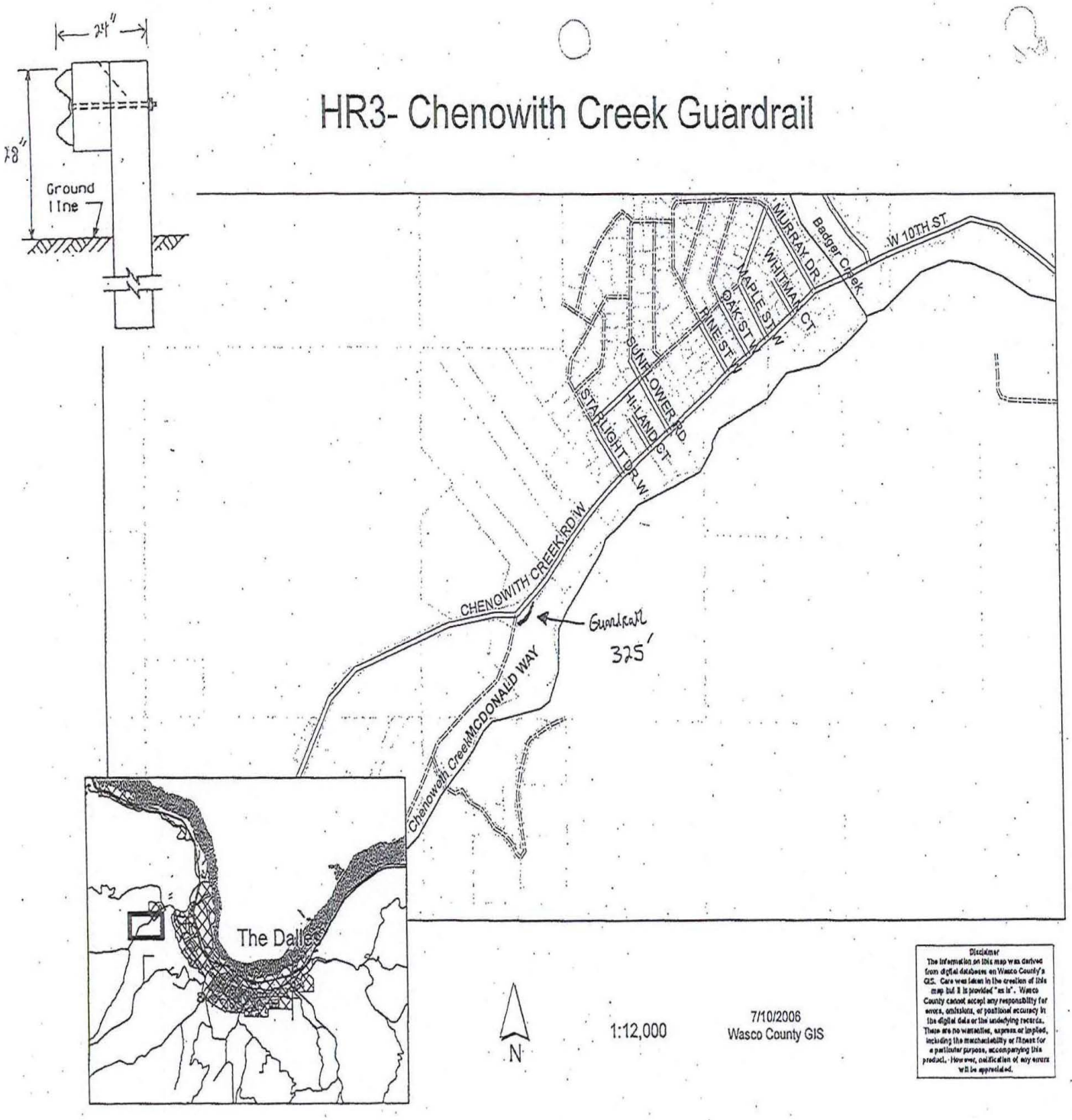
APPROVED AS TO LEGAL SUFFICIENCY

By_____
Assistant Attorney General

Date _____

EXHIBIT A – Project Location Map





HR3- Chenowith Creek Guardrail

ATTACHMENT NO. 1 to Agreement No. 28758
SPECIAL PROVISIONS

1. Agency or its consultant shall, as a federal-aid participating preliminary engineering function, conduct the necessary field surveys, environmental studies, traffic investigations, foundation explorations, and hydraulic studies, identify and obtain all required permits, assist State with acquisition of necessary right of way and/or easements, and perform all preliminary engineering and design work required to produce final plans, preliminary and final specifications and cost estimates.

2. Upon award of the construction contract, Agency, or its consultant, shall be responsible to perform all construction engineering, field testing of materials, technical inspection and project manager services for administration of the contract.

3. State may make available Region 4's On-Call Preliminary Engineering (PE), Design and Construction Engineering Services consultant for Local Agency Projects upon written request. If Agency chooses to use said services, Agency agrees to manage the work performed by the consultant and make funds available to the State for payment of those services. All eligible work shall be a federally participating cost and included as part of the total cost of the Project.

4. Agency shall, at its own expense, maintain and operate the Project upon completion at a minimum level that is consistent with normal depreciation and/or service demand. Maintenance (and power, if applicable) responsibilities shall survive any termination of this Agreement.

5. Indemnification language in the Standards Provisions, Paragraphs 46 and 47, shall be replaced with the following language:

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

    b. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency 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 State on the one hand and of Agency 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. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

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

d. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

6. Maintenance responsibilities will survive any termination of this Agreement.

ATTACHMENT NO. 2

FEDERAL STANDARD PROVISIONS

JOINT OBLIGATIONS
PROJECT ADMINISTRATION

1. State (ODOT) is acting to fulfill its responsibility to the Federal Highway Administration (FHWA) by the administration of this Project, and Agency (i.e. county, city, unit of local government, or other state agency) hereby agrees that State shall have full authority to carry out this administration. If requested by Agency or if deemed necessary by State in order to meet its obligations to FHWA, State will further act for Agency in other matters pertaining to the Project. Agency shall, if necessary, appoint and direct the activities of a Citizen's Advisory Committee and/or Technical Advisory Committee, conduct a hearing and recommend the preferred alternative. State and Agency shall each assign a liaison person to coordinate activities and assure that the interests of both parties are considered during all phases of the Project.

2. Any project that uses federal funds in project development is subject to plans, specifications and estimates (PS&E) review and approval by FHWA or State acting on behalf of FHWA prior to advertisement for bid proposals, regardless of the source of funding for construction.

PRELIMINARY & CONSTRUCTION ENGINEERING

3. State, Agency, or others may perform preliminary and construction engineering. If Agency or others perform the engineering, State will monitor the work for conformance with FHWA rules and regulations. In the event that Agency elects to engage the services of a personal services consultant to perform any work covered by this Agreement, Agency and Consultant shall enter into a State reviewed and approved personal services contract process and resulting contract document. State must concur in the contract prior to beginning any work. State's personal services contracting process and resulting contract document will follow Title 23 Code of Federal Regulations (CFR) 172, Title 49 CFR 18, ORS 279A.055, the current State Administrative Rules and State Personal Services Contracting Procedures as approved by the FHWA. Such personal services contract(s) shall contain a description of the work to be performed, a project schedule, and the method of payment. Subcontracts shall contain all required provisions of Agency as outlined in the Agreement. No reimbursement shall be made using federal-aid funds for any costs incurred by Agency or its consultant prior to receiving authorization from State to proceed. Any amendments to such contract(s) also require State's approval.

4. On all construction projects where State is the signatory party to the contract, and where Agency is doing the construction engineering and project management, Agency, subject to any limitations imposed by state law and the Oregon Constitution, agrees to accept all responsibility, defend lawsuits, indemnify and hold State harmless, for all tort claims, contract claims, or any other lawsuit arising out of the contractor's work or Agency's supervision of the project.

REQUIRED STATEMENT FOR UNITED STATES DEPARTMENT OF TRANSPORTATION (USDOT) FINANCIAL ASSISTANCE AGREEMENT

5. If as a condition of assistance, Agency has submitted and the United States Department of Transportation (USDOT) has approved a Disadvantaged Business Enterprise Affirmative Action Program which Agency agrees to carry out, this affirmative action program is incorporated into the financial assistance agreement by reference. That program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of the financial assistance agreement. Upon notification from USDOT to Agency of its failure to carry out the approved program, USDOT shall impose such sanctions as noted in Title 49, CFR, Part 26, which sanctions may include termination of the agreement or other measures that may affect the ability of Agency to obtain future USDOT financial assistance.

6. **Disadvantaged Business Enterprises (DBE) Obligations.** State and its contractor agree to ensure that DBE as defined in Title 49, CFR, Part 26, have the opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. In this regard, Agency shall take all necessary and reasonable steps in accordance with Title 49, CFR, Part 26, to ensure that DBE have the opportunity to compete for and perform contracts. Neither State nor Agency and its contractors shall discriminate on the basis of race, color, national origin or sex in the award and performance of federally-assisted contracts. Agency shall carry out applicable requirements of Title 49, CFR, Part 26, in the award and administration of such contracts. Failure by Agency to carry out these requirements is a material breach of this Agreement, which may result in the termination of this contract or such other remedy as State deems appropriate.

7. The DBE Policy Statement and Obligations shall be included in all subcontracts entered into under this Agreement.

8. Agency agrees to comply with all applicable civil rights laws, rules and regulations, including Title V and Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA), and Titles VI and VII of the Civil Rights Act of 1964.

9. The parties hereto agree and understand that they will comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the work including, but not limited to, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270, incorporated herein by reference and made a part hereof; Title 23 CFR Parts 1.11, 140, 710, and 771; Title 49 CFR Parts 18, 24 and 26; 2 CFR 225, and OMB CIRCULAR NO. A-133, Title 23, USC, Federal-Aid Highway Act; Title 41, Chapter 1, USC 51-58, Anti-Kickback Act; Title 42 USC; Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended and provisions of Federal-Aid Policy Guide (FAPG).

STATE OBLIGATIONS

PROJECT FUNDING REQUEST

10. State shall submit a Project funding request to FHWA with a request for approval of federal-aid participation in all engineering, right-of-way acquisition, eligible utility relocations and/or construction work for the Project. **No work shall proceed on any activity in which federal-aid participation is desired until such approval has been obtained.** The program shall include services to be provided by State, Agency, or others. State shall notify Agency in writing when

authorization to proceed has been received from FHWA. Major responsibility for the various phases of the Project will be as outlined in the Special Provisions. All work and records of such work shall be in conformance with FHWA rules and regulations.

FINANCE

11. State shall, in the first instance, pay all reimbursable costs of the Project, submit all claims for federal-aid participation to FHWA in the normal manner and compile accurate cost accounting records. Agency may request a statement of costs to date at any time by submitting a written request. When the actual total cost of the Project has been computed, State shall furnish Agency with an itemized statement of final costs. Agency shall pay an amount which, when added to said advance deposit and federal reimbursement payment, will equal 100 percent of the final total actual cost. Any portion of deposits made in excess of the final total costs of Project, minus federal reimbursement, shall be released to Agency. The actual cost of services provided by State will be charged to the Project expenditure account(s) and will be included in the total cost of the Project.

12. If federal funds are used, State will specify the Catalog of Federal Domestic Assistance (CFDA) number in the Agreement. State will also determine and clearly state in the Agreement if recipient is a subrecipient or vendor, using criteria in Circular A-133.

PROJECT ACTIVITIES

13. State shall, if the preliminary engineering work is performed by Agency or others, review and process or approve all environmental statements, preliminary and final plans, specifications and cost estimates. State shall, if they prepare these documents, offer Agency the opportunity to review and approve the documents prior to advertising for bids.

14. The party responsible for performing preliminary engineering for the Project shall, as part of its preliminary engineering costs, obtain all Project related permits necessary for the construction of said Project. Said permits shall include, but are not limited to, access, utility, environmental, construction, and approach permits. All pre-construction permits will be obtained prior to advertisement for construction.

15. State shall prepare contract and bidding documents, advertise for bid proposals, and award all contracts.

16. Upon State's award of a construction contract, State shall perform independent assurance testing in accordance with State and FHWA Standards, process and pay all contractor progress estimates, check final quantities and costs, and oversee and provide intermittent inspection services during the construction phase of the Project.

17. State shall, as a Project expense, assign a liaison person to provide Project monitoring as needed throughout all phases of Project activities (preliminary engineering, right-of-way acquisition, and construction). The liaison shall process reimbursement for federal participation costs.

RIGHT OF WAY

18. State is responsible for proper acquisition of the necessary right of way and easements for construction and maintenance of the Project. Agency may perform acquisition of the necessary right of way and easements for construction and maintenance of the Project, provided Agency (or

Agency's consultant) are qualified to do such work as required by the State's Right of Way Manual and have obtained prior approval from State's Region Right of Way office to do such work.

19. Regardless of who acquires or performs any of the right of way activities, a right of way services agreement shall be created by State's Region Right of Way office setting forth the responsibilities and activities to be accomplished by each party. State shall always be responsible for requesting project funding, coordinating certification of the right of way, and providing oversight and monitoring. Funding authorization requests for federal right of way funds must be sent through the State's Region Right of Way offices on all projects. All projects must have right of way certification coordinated through State's Region Right of Way offices (even for projects where no federal funds were used for right of way, but federal funds were used elsewhere on the Project). Agency should contact the State's Region Right of Way office for additional information or clarification.

20. State shall review all right of way activities engaged in by Agency to assure compliance with applicable laws and regulations. Agency agrees that right of way activities shall be in accord with the Uniform Relocation Assistance & Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35, FHWA Federal-Aid Policy Guide, State's Right of Way Manual and the Code of Federal Regulations, Title 23, Part 710 and Title 49, Part 24.

21. If any real property purchased with federal-aid participation is no longer needed for the originally authorized purpose, the disposition of such property shall be subject to applicable rules and regulations, which are in effect at the time of disposition. Reimbursement to State and FHWA of the required proportionate shares of the fair market value may be required.

22. Agency insures that all Project right of way monumentation will be conducted in conformance with ORS 209.155.

23. State and Agency grants each other authority to enter onto the other's right of way for the performance of the Project.

AGENCY OBLIGATIONS

FINANCE

24. Federal funds shall be applied toward Project costs at the current federal-aid matching ratio, unless otherwise agreed and allowable by law. Agency shall be responsible for the entire match amount, unless otherwise agreed to and specified in the intergovernmental agreement.

25. Agency's estimated share and advance deposit.

    a) Agency shall, prior to commencement of the preliminary engineering and/or right of way acquisition phases, deposit with State its estimated share of each phase. Exception may be made in the case of projects where Agency has written approval from State to use in-kind contributions rather than cash to satisfy all or part of the matching funds requirement.

    b) Agency's construction phase deposit shall be 110 percent of Agency's share of the engineer's estimate and shall be received prior to award of the construction contract. Any additional balance of the deposit, based on the actual bid must be received within forty-five (45) days of receipt of written notification by State of the final amount due, unless the contract is canceled. Any unnecessary balance of a

cash deposit, based on the actual bid, will be refunded within forty-five (45) days of receipt by State of the Project sponsor's written request.

c) Pursuant to ORS 366.425, the advance deposit may be in the form of 1) money deposited in the State Treasury (an option where a deposit is made in the Local Government Investment Pool, and an Irrevocable Limited Power of Attorney is sent to the Highway Finance Office), or 2) an Irrevocable Letter of Credit issued by a local bank in the name of State, or 3) cash.

d) Agency may satisfy all or part of any matching funds requirements by use of in-kind contributions rather than cash when prior written approval has been given by State.

26. If the estimated cost exceeds the total matched federal funds available, Agency shall deposit its share of the required matching funds, plus 100 percent of all costs in excess of the total matched federal funds. Agency shall also pay 100 percent of the cost of any item in which FHWA will not participate. If Agency has not repaid any non-participating cost, future allocations of federal funds, or allocations of State Highway Trust Funds, to that Agency may be withheld to pay the non-participating costs. If State approves processes, procedures, or contract administration outside the Local Agency Guidelines that result in items being declared non-participating, those items will not result in the withholding of Agency's future allocations of federal funds or the future allocations of State Highway Trust Funds.

27. Costs incurred by State and Agency for services performed in connection with any phase of the Project shall be charged to the Project, unless otherwise mutually agreed upon.

28. If Agency makes a written request for the cancellation of a federal-aid project; Agency shall bear 100 percent of all costs as of the date of cancellation. If State was the sole cause of the cancellation, State shall bear 100 percent of all costs incurred. If it is determined that the cancellation was caused by third parties or circumstances beyond the control of State or Agency, Agency shall bear all development costs, whether incurred by State or Agency, either directly or through contract services, and State shall bear any State administrative costs incurred. After settlement of payments, State shall deliver surveys, maps, field notes, and all other data to Agency.

29. Agency shall follow requirements of the Single Audit Act. The requirements stated in the Single Audit Act must be followed by those local governments and non-profit organizations receiving $500,000 or more in federal funds. The Single Audit Act of 1984, PL 98-502 as amended by PL 104-156, described in "OMB CIRCULAR NO. A-133", requires local governments and non-profit organizations to obtain an audit that includes internal controls and compliance with federal laws and regulations of all federally-funded programs in which the local agency participates. The cost of this audit can be partially prorated to the federal program.

30. Agency shall make additional deposits, as needed, upon request from State. Requests for additional deposits shall be accompanied by an itemized statement of expenditures and an estimated cost to complete the Project.

31. Agency shall present invoices for 100 percent of actual costs incurred by Agency on behalf of the Project directly to State's Liaison Person for review and approval. Such invoices shall identify the Project and Agreement number, and shall itemize and explain all expenses for which reimbursement is claimed. Billings shall be presented for periods of not less than one-month duration, based on actual expenses to date. All billings received from Agency must be approved

by State's Liaison Person prior to payment. Agency's actual costs eligible for federal-aid or State participation shall be those allowable under the provisions of Title 23 CFR Parts 1.11, 140 and 710, Final billings shall be submitted to State for processing within three (3) months from the end of each funding phase as follows: 1) award date of a construction contract for preliminary engineering (PE) 2) last payment for right of way acquisition and 3) third notification for construction. Partial billing (progress payment) shall be submitted to State within three (3) months from date that costs are incurred. Final billings submitted after the three months shall not be eligible for reimbursement.

32. The cost records and accounts pertaining to work covered by this Agreement are to be kept available for inspection by representatives of State and FHWA for a period of six (6) years following the date of final voucher to FHWA. Copies of such records and accounts shall be made available upon request. For real property and equipment, the retention period starts from the date of disposition (Title 49 CFR 18.42).

33. State shall request reimbursement, and Agency agrees to reimburse State, for federal-aid funds distributed to Agency if any of the following events occur:

    a) Right of way acquisition or actual construction of the facility for which preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which the federal-aid funds were authorized;

    b) Right of way acquisition is undertaken utilizing federal-aid funds and actual construction is not started by the close of the twentieth fiscal year following the fiscal year in which the federal-aid funds were authorized for right of way acquisition.

    c) Construction proceeds after the Project is determined to be ineligible for federal-aid funding (e.g., no environmental approval, lacking permits, or other reasons).

34. Agency shall maintain all Project documentation in keeping with State and FHWA standards and specifications. This shall include, but is not limited to, daily work records, quantity documentation, material invoices and quality documentation, certificates of origin, process control records, test results, and inspection records to ensure that projects are completed in conformance with approved plans and specifications.

RAILROADS

35. Agency shall follow State established policy and procedures when impacts occur on railroad property. The policy and procedures are available through State's appropriate Region contact or State's Railroad Liaison. Only those costs allowable under Title 23 CFR Part 646, subpart B and Title 23 CFR Part 140, subpart I, shall be included in the total Project costs; all other costs associated with railroad work will be at the sole expense of Agency, or others. Agency may request State, in writing, to provide railroad coordination and negotiations. However, State is under no obligation to agree to perform said duties.

UTILITIES

36. Agency shall follow State established Statutes, Policies and Procedures when impacts occur to privately or publicly-owned utilities. Only those utility relocations, which are eligible for federal-aid participation under, the FAPG, Title 23 CFR 645A, Subpart A and B, shall be included in the total

Project costs; all other utility relocations shall be at the sole expense of Agency, or others. State will arrange for utility relocations/adjustments in areas lying within jurisdiction of State, if State is performing the preliminary engineering. Agency may request State in writing to arrange for utility relocations/adjustments lying within Agency jurisdiction, acting on behalf of Agency. This request must be submitted no later than twenty-one (21) weeks prior to bid let date. However, State is under no obligation to agree to perform said duties.

37. The State utility relocation policy, procedures and forms are available through the appropriate State's Region Utility Specialist or State Utility Liaison. Agency shall provide copies of all signed utility notifications, agreements and Utility Certification to the State Utility Liaison.

STANDARDS

38. Agency agrees that design standards for all projects on the National Highway System (NHS) and the Oregon State Highway System shall be in compliance to standards specified in the current "State Highway Design Manual" and related references. Construction plans shall be in conformance with standard practices of State for plans prepared by its own staff. All specifications for the Project shall be in substantial compliance with the most current "Oregon Standard Specifications for Highway Construction".

39. Agency agrees that minimum design standards for non-NHS projects shall be recommended AASHTO Standards and in accordance with the current "Oregon Bicycle and Pedestrian Plan", unless otherwise requested by Agency and approved by State.

40. Agency agrees and will verify that the installation of traffic control devices shall meet the warrants prescribed in the "Manual on Uniform Traffic Control Devices and Oregon Supplements".

41. All plans and specifications shall be developed in general conformance with the current "Contract Plans Development Guide" and the current "Oregon Standard Specifications for Highway Construction" and/or guidelines provided.

42. The standard unit of measurement for all aspects of the Project shall be English Units. All Project documents and products shall be in English. This includes, but is not limited to, right of way, environmental documents, plans and specifications, and utilities.

GRADE CHANGE LIABILITY

43. Agency, if a County, acknowledges the effect and scope of ORS 105.755 and agrees that all acts necessary to complete construction of the Project which may alter or change the grade of existing county roads are being accomplished at the direct request of the County.

44. Agency, if a City, hereby accepts responsibility for all claims for damages from grade changes. Approval of plans by State shall not subject State to liability under ORS 105.760 for change of grade.

45. Agency, if a City, by execution of Agreement, gives its consent as required by ORS 373.030(2) to any and all changes of grade within the City limits, and gives its consent as required by ORS 373.050(1) to any and all closure of streets intersecting the highway, if any there be in connection with or arising out of the project covered by the Agreement.

CONTRACTOR CLAIMS

46. Agency shall, to the extent permitted by state law, indemnify, hold harmless and provide legal defense for State against all claims brought by the contractor, or others resulting from Agency's failure to comply with the terms of this Agreement.

47. Notwithstanding the foregoing defense obligations under Paragraph 46, neither Agency nor any attorney engaged by Agency shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that Agency is prohibited from defending the State of Oregon, or that Agency is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue any claims it may have against Agency if the State of Oregon elects to assume its own defense.

MAINTENANCE RESPONSIBILITIES

48. Agency shall, upon completion of construction, thereafter maintain and operate the Project at its own cost and expense, and in a manner satisfactory to State and FHWA.

WORKERS' COMPENSATION COVERAGE

49. All employers, including Agency, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability Insurance with coverage limits of not less than $500,000 must be included. Agency shall ensure that each of its contractors complies with these requirements.

LOBBYING RESTRICTIONS

50. Agency certifies by signing the Agreement that:

    a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

    b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed $100,000, and that all such subrecipients shall certify and disclose accordingly.

d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31, USC Section 1352.

e) Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Paragraphs 36, 37, and 48 are not applicable to any local agency on state highway projects.

Misc. Contracts and Agreements
No. 29004

2012 FUND EXCHANGE AGREEMENT
Pavement Restoration and Equipment Purchase
Wasco County

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State"; and WASCO COUNTY, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, 366.572 and 366.576, State may enter into cooperative agreements with counties, cities and units of local governments for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Agency has submitted a completed and signed Part 1 of the Project Prospectus, or a similar document agreed to by State, outlining the schedule and costs associated with all phases of the paved surface restoration and purchase of equipment, as indentified in Exhibit A, attached hereto and by this reference made a part hereof, hereinafter referred to as "Project."

2. State has reviewed Agency's prospectus and considered Agency's request for the Fund Exchange. State has determined that Agency's Project is eligible for the exchange of funds.

3. To assist in funding the Project, Agency has requested State to exchange 20(insert year of funds) federal funds, which have been allocated to Agency, for state funds based on the following ratio:

$94 state for $100 federal

4. Based on this ratio, Agency wishes to trade $240,772 federal funds for $226,326 state funds.

5. The term of this Agreement will begin upon execution and will terminate two (2) years from the date that all required signatures are obtained unless extended by an executed amendment.

6. The Parties agree that the exchange is subject to the following conditions:

   a. The federal funds transferred to State may be used by State at its discretion.

   b. State funds transferred to Agency must be used for the Project. This Fund Exchange will provide funding for specific roadway projects and may also be used for the following maintenance purposes:

      i. Purchase or Production of Aggregate. Agency shall ensure the purchase or production of aggregate will be highway related and used exclusively for highway work.

      ii. Purchase of Equipment. Agency shall clearly describe how it plans to use said equipment on highways. Agency shall demonstrate that the equipment will only be used for highway purposes.

   c. State funds may be used for all phases of the Project, including preliminary engineering, right of way, utility relocations and construction. Said use shall be consistent with the Oregon Constitution and statutes (Section 3a of Article IX Oregon Constitution). Agency shall be responsible to account for expenditure of state funds.

   d. This Fund Exchange shall be on a reimbursement basis, with state funds limited to a maximum amount of $226,326. All costs incurred in excess of the Fund Exchange amount will be the sole responsibility of Agency.

   e. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of the current biennial budget.

   f. Agency, and any contractors, shall perform the work as an independent contractor and will be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work including, but not limited to, retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholdings.

   g. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established

pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

h. Agency, or its consultant, shall conduct the necessary preliminary engineering and design work required to produce final plans, specifications and cost estimates; purchase all necessary right of way in accordance with current state and federal laws and regulations; obtain all required permits; be responsible for all utility relocations; advertise for bid proposals; award all contracts; perform all construction engineering; and make all contractor payments required to complete the Project.

i. Agency shall submit invoices to State on a quarterly basis, for actual costs incurred by Agency on behalf of the Project directly to State's Project Manager for review and approval. Such invoices will be in a form identifying the Project, the agreement number, the invoice number or account number or both, and will itemize all expenses for which reimbursement is claimed. Under no conditions shall State's obligations exceed $226,326, including all expenses. Travel expenses will not be reimbursed.

j. Agency shall, at its own expense, maintain and operate the Project upon completion at a minimum level that is consistent with normal depreciation and service demand.

k. All employers, including Agency, that employ subject workers in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than $500,000 must be included. Agency shall ensure that each of its subcontractors complies with these requirements.

l. This Agreement may be terminated by either party upon thirty (30) days' notice, in writing and delivered by certified mail or in person.

    i. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:

        A. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.

        B. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.

ii. Either Party may terminate this Agreement effective upon delivery of written notice to the other Party, or at such later date as may be established by the terminating Party, under any of the following conditions:

A. If either Party fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow either Party, in the exercise of their reasonable administrative discretion, to continue to make payments for performance of this Agreement.

B. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or either Party is prohibited from paying for such work from the planned funding source.

iii. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

m. State and Agency agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

7. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.

8. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.

9. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

10. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be

effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

The funding for this Fund Exchange program was approved by the Oregon Transportation Commission on September 22, 2010, as a part of the 2010-2013 Statewide Transportation Improvement Program (STIP).

The Program and Funding Services Manager approved the Fund Exchange on October 9, 2012.

Signature Page to Follow

WASCO COUNTY, by and through its elected officials

By _____
Chair

Date _____

By _____
C

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
Counsel

Date _____

Agency Contact:
Arthur Smith - Project Manager
2505 East 2nd St
The Dalles, OR 97058-2220
(541) 506-2645
arthurs@co.wasco.or.us

State Contact:
Darrel Newton - Local Agency Programs Coordinator
63030 OB Riley Rd
Bend, OR 97701
(541) 388-6272
Darrell.r.newton@odot.state.or.us

STATE OF OREGON, by and through its Department of Transportation

By _____
Region 4 Manager

Date _____

APPROVAL RECOMMENDED

By _____

Date _____

By _____

Date_____

APPROVED AS TO LEGAL SUFFICIENCY

By_____
Assistant Attorney General (If over $150,000)

Date_____

WASCO COUNTY PUBLIC WORKS

Estimated Project Costs

Paved Surface Restoration

Road Name	Mileage	Estimated Cost
Cherry Heights Road	5.13	$102,600
Knob Hill Road	0.65	$13,000
Pleasant Ridge Road	1.00	$55,000
Sandlin Road	0.77	$15,400
TOTAL:	**7.55**	**$186,000**

Equipment Purchase

Equipment Type	Estimated Cost
1998 Dump Truck	$22,000
1998 Dump Truck	$24,000
1995 Motor Grader	$64,000
TOTAL:	**$110,000**
GRAND TOTAL:	**$296,000**

Agenda Item

Citizen Alert Emergency Notification System Demonstration

- No documents have been submitted for this item – Return to Agenda

Agenda Item

Compensation Quote Recommendation

- Scope of Services Required
- Compensation Quote Summary
- HR Answers RFQ – Recommended
- LGPI RFQ
- Cascade Employers RFQ

Scope of Services Required

Wasco County is requesting services to help address a compensation structure and philosophy that is antiquated and no longer functional. The current system was put into place in the early eighties and is no longer able to meet our needs. Wasco County is looking for quotes that will suggest different methodologies and approaches to addressing compensation within our structure and market.

The scope of services may include, but are not limited to, the following:

Methodology and Approach

- Meet with the members of the County Board of Commissioners and Administrative Officer on validating the Mission and Outcomes of the study.
- Meet with the Management Team to discuss and develop an understanding of the scope of services including the study's methodology, time table and other deliverables anticipated at the end of the project. Some of the topics to take into consideration for the Management Team meetings include:
    - A compensation philosophy for the organization.
    - An appropriate market position (e.g. median, etc.)
    - A list of benchmark classifications.
    - Total compensation components of the survey.
    - Presentation and comment about the survey instrument.
- Meet with Union and non-represented personnel to gain input on the survey process and outcomes.
- Report to the Board of Commissioners and Management Team to finalize the overall philosophy for moving forward with the study.

Internal Structure of Work and compensation

- Meet with Management Team and review documentation on the current position descriptions and compensation strategy.
- Present options to assign all employees job titles, position description and other related requirements associated with job descriptions such as FLSA status of exempt or non-exempt, physical requirements and special equipment needed for the positions.
- Publish a final document that includes all position descriptions for identified positions and assist in identifying each employee and/or position within the compensation framework developed.
- Begin to articulate the internal relationships within the job descriptions that will correlate to the compensation structure (position equity within the organization).
- Create guidelines and principles based on the internal factors or similarity within job descriptions.
- Identify survey labor market comparables and benchmark classes.

Salary Survey

- Conduct a comprehensive compensation survey utilizing comparable survey agencies, using not only job titles, but also duties and responsibilities based upon the position descriptions.
- Interview employees and management if necessary to complete the survey instrument with the highest fidelity.
- Develop externally competitive and internally equitable wage scale recommendations for each job included within the study based on the County compensation philosophy.

- Prepare a recommended compensation plan and salary range assignment for each position that reflects the results of the market survey, compensation philosophy, and the analysis of the internal relationships using a consistent approach.
- Present results of survey to Board of County Commissioners and Administrative Officer for review and any additional questions and comments
- Present the preliminary report including the findings of the salary study to the Management Team.
- Prepare communication that can be distributed to all of the county employees articulating the process and findings.
- Be available to present in an open forum of employees, management team, and Commissioners.

Outcomes

- Assist the Management Team in the development of strategies to fully implement the key components of the recommendations put forth in the study.
- A fully developed compensations survey.
- Develop a plan to continue to forecast compensation package over the next 10 years.
- A defined compensation philosophy for the County.
- A defined and documented pay structure.
- A transition plan to bring us into the new pay structure.
- Updated position descriptions that tie to the new comp. plan.
- Provide guidance and recommendations for the final report to the Board of County Commissioners including:
    - Methodology of process
    - Complete document of electronic position descriptions indexed by title and department.
    - Comprehensive framework describing all positions and pay.
        - Recommend any changes from current positions into the new framework with estimated costs.
    - Rationale for internal relationships of position descriptions
    - Labor market comparables and any rationale on choosing comparables.
- All project work, communication materials and related information presented to Wasco County will become the property of Wasco County.

The consultant or the County may propose additional tasks as deemed necessary to complete the assignment. Any additional work shall be compensated as agreed upon in the consultant's contract with the County.

QUOTE EVALUATION PROCEDURES

1. Selection & Evaluation Process

A Selection committee assembled by the County will review the submitted quotes. Committee members will evaluate quotes to determine which one best meets the needs of the County. The proposers will be evaluated on both their technical and fee aspects. Quotes will be evaluated in accordance with the following:

a. Completed quote submitted on time	Pass/Fail
b. An original plus three (3) copies of the complete quote are provided.	Pass/Fail
c. Transmittal Letter	Pass/Fail
d. Signature Page	Pass/Fail
e. Experience, Qualifications, references – Firm and Project Team	35 points
f. Proposed methodology, approach and schedule	30 points
g. Cost proposal	35 points
Total Evaluation Points	100 points

2. Interview

At the County's option, the top two or three firms may be required to make a presentation of their quote. This will provide an opportunity to clarify or elaborate on the quote, but will not, in any way, provide an opportunity to change any fee amount originally proposed. The Finance Manager will schedule the time and location of these presentations (if necessary) and notify the selected firms. **Up to 50 additional points will be awarded for this section of the scoring.**

Date: November 5, 2012

TO: Wasco County Board of Commissioners

FROM: Tyler Stone, Molly Rogers, Linda Brown and Dan Boldt

RE: Compensation Quote Summary

On September 6, 2012 a request for quote for compensation services was sent to the following service providers:

1. Cascade Employers Association
2. HR Answers
3. Local Government Personnel Institute
4. MBL Group

Quotes were due back on September 28, 2012. Only three providers submitted proposals. Those were:

1. Cascade Employers Association	$26,000 (with membership $19,000)		$29,000/$22,000 Option 2
2. HR Answers	$39,922	$51450 option 2	
3. Local Government Personnel Institute	$40,630.10	$50,990.10 option 2	$59950.10 Option 3 (JD's)

Options are based on two primary factors: How many surveys are completed and how each of the jobs is analyzed prior to survey.

Factor	HR Answers	LGPI	Cascade Employers
Jobs surveyed	75	55	30
Job Descriptions assessment	128	128	95
Internal Equity comparison	Yes	Yes	Not clear
Travel Included in quote	No	No	No
Work with Unions	Yes	Yes	No
Benefits assessed	Yes	Yes	No- Option 2 includes
Rated exp. In public sector	1= extensive	1=extensive	2=some
Overall proposal points	370 - avg. 92.5	300 – avg. 75	310 – avg. 77.5

Overall,

The selection committee feels that HR Answers submitted the best proposal of the three, as witnessed by the above scoring. In general, the primary reasons HR Answers scored highest are:

- HR Answers has extensive experience in compensation program development in the public sector, as does LGPI. Cascade EA does not.
- HR Answers has over 30 associates available to assist on this project, giving them more ability to cover a broad array of employment issues.
- HR Answers has the best approach to address our relationship with the unions.
- Of all the firms proposing, HR Answers best tied compensation to performance.
- HR Answers pricing, while not the lowest, is clearly the best value relative to Wasco County's project objectives.

Additionally, HR Answers was requested to meet and clarify some additional questions the team formulated based on the review and scoring of proposals. HR Answers clearly understood the complexity of a County System and was able to provide many potential solutions for the system to take into consideration. One example was the notion of diverse

implementation plans and compensation strategies. Other strengths noted in the HR Answers presentation was working toward defining market based on unique needs of the entity. This proposal had the strongest approach and defendable strategy to define the market. Finally HR Answers did not propose to come back for lengthy follow-up; rather the output of the proposal is the tools and formulas for Wasco County to maintain the fidelity of the model thus making ongoing maintenance less costly. This model of providing us the tools to maintain the system should be calculated into the Return on Investment from the compensation review process.

We believe HR Answers submitted the best methodology to equip Wasco County with the tools to objectively evaluate and compensate present (and future) employees. As a result, we recommend accepting HR Answers' proposal.

Response to Request for Quote
For
Wasco County
Compensation / Position Description Study

Prepared by HR Answers, Inc.
September 27, 2012

Judy Clark, President
7659 SW Mohawk St.
Tualatin OR 97062
Phone: 503-885-9185
Fax: 503-885-8614
jclark@hranswers.com

HR ANSWERS INC.

Table of Contents

Attachments:

- Salary Survey Summary sample
- Consulting Staff Resumes

25TH ANNIVERSARY
HR ANSWERS inc.
Whatever The Question!

PORTLAND METRO
7659 SW Mohawk St.
Tualatin, OR 97062
(503) 885-9815

WILLAMETTE VALLEY
7287 Park Terrace Dr. NE
Suite 101
Keizer, OR 97303
(503) 463-7269

www.hranswers.com
877-287-4476

TRANSMITTAL LETTER

September 27, 2012

Tyler Stone
Chief Administrative Officer, Wasco County
Wasco County Courthouse
511 Washington Street
The Dalles, OR 97058

RE: Our Response to Your RFQ related to Organizational Compensation Structures

Emailed to: tylers@co.wasco.or.us

Dear Tyler:

It is a pleasure to offer this response to your Request for Quotes to assist Wasco County in updating its compensation practices and structures so that they better serve the County's current needs and situation. We appreciate having the opportunity to present our qualifications to perform this work for your organization.

To address some of the likely questions about our firm, we offer the following information. HR Answers, Inc. is a sub-S corporation established in 1985. Our primary business address is 7659 SW Mohawk St., Tualatin, OR 97062, phone 503-885-9815, and fax 503-885-8614. Our web site address is http://www.hranswers.com. Judith Clark, President, as the sole owner of the firm, is the person legally authorized to bind HR Answers, Inc. to contractual obligations, and her contact information is the same as above. The firm's federal Employer Tax Identification Number is 93-1175193. Our firm operates primarily in Oregon and Washington, but has been privileged to work in virtually all 50 states.

HR Answers certifies that we are committed to non-discrimination in employment practices, and that we are Resident Proposer as defined in ORS 279A.1201(1).

If selected for this work, HR Answers, Inc. commits to perform the services in keeping with our philosophy to be as invested in your success as we are in our own. The size of our firm and number of available professional staff members allows us to assure you of our ability to perform this work, and

we commit to perform the services with the time period specified in the RFQ, including adherence to the timeframe and deadlines stated, assuming availability of the necessary resources including interviewees and other necessary client staff, prompt return of information, etc. Our proposal is irrevocable for 90 days from the date of this submission.

Please let us know if you have any questions about the information we have provided, or if we can provide additional detail or assistance to aid in your evaluation of our qualifications. We look forward to participating in an interview to present our proposal, and having the chance to discuss our work approach and qualifications with you.

Sincerely,

Judith (Judy) Clark, SPHR
President

JC/sb

enclosures

SIGNATURE PAGE

The undersigned proposes to perform all work as listed in the specification section, for the price(s) stated; and that all articles supplied under any resultant contract will conform to the specifications herein.

The undersigned agrees to be bound by all applicable laws and regulations, the accompanying specifications and by County policies and regulations.

The undersigned, by submitting a quote, represents that:

a. The Proposer has read and understands the specifications.
b. Failure to comply with the specifications or any terms of the Request for quote may disqualify the Proposer and find them as being non-responsive.

The undersigned certifies that the quote has been arrived at independently and has been submitted without any collusion designed to limit competition.

The undersigned certifies that all addenda to the specifications have been received and duly considered and that all cost adjustments associated with the addenda are reflected in this quote.

	(Circle one answer)	
Addendum No (s). N/A Acknowledged?	Yes	No
Resident Proposer?*	Yes	No
If awarded a contract pursuant to this quote, Proposer will extend the terms, conditions and prices of such contract to other public agencies?	Yes	No

Form of Business:

X corporation _____ partnership _____ sole proprietor
_____ other (Please describe): _____

We therefore offer and make this quote to furnish services at the price(s) indicated herein in fulfillment of the attached requirements and specification of the County.

Judith L. Clark — September 27, 2012
Signature of Authorized Official — Date

Judith L. Clark — 503-885-9815
Printed Name — Telephone Number (Area Code)

President — jclark@hranswers.com
Title — Email Address

HR Answers, Inc. — 93-1175193
Firm — TIN or SSN

7659 SW Mohawk St., Tualatin OR 97062
Address

*"Resident Proposer" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a "resident proposer."

Response to Request for Quote

Assistance in Development of Options regarding Organizational Compensation Structures for Wasco County

September 2012

SECTION 1 - INTRODUCTION TO HR ANSWERS, INC.

HR Answers, Inc. (HRA) is a regional consulting firm headquartered in Tualatin, Oregon, with a branch office in Keizer, Oregon. It was founded in 1985 and is the largest independent human resources consulting firm in the Pacific Northwest. With our combined offices, we have a regular staff of 12 consultants and administrative support members. Our consulting staff includes both specialists and generalists who have more than 300 years of combined experience and a wealth of practical, tested solutions to offer our clients. In addition, through our temporary staffing division, we have a flexible staff consisting of an additional 20 HR professionals. HRA has staff members who serve as Adjunct Faculty at the University of Washington and Portland State University. One of the major emphases of this teaching is in the area of compensation and reward systems. Judy Clark, the firm's President, has taught this material for over 30 years in the academic arena. This teaching expertise is brought to the delivery and supervision of all client work.

Most of our consultants are Professionals in Human Resources (PHR) or Senior Professionals in Human Resources (SPHR) certified by the Human Resources Certification Institute, Alexandria, VA. Two of the staff members also possess CPC designations (Certified Professional Consultants) that are conveyed by the International Guild of Professional Consultants. Another consultant has a CCP designation (Certified Compensation Professional) through the WorldatWork Society of Certified Professionals. In addition, another staff member has been certified as a trained mediator. We also have one staff member who is an attorney licensed in both Oregon and Washington. His knowledge base covers both union and non-union environments which may be of particular interest to Wasco County.

We believe that our proposal will demonstrate our unique qualifications and the background and experience we would bring to any work for the County, including:

- We are a firm known and respected for both the quality of our work and the professional competence of our staff, thereby increasing the likelihood of favorable reception by employees to our interactions and recommendations.
- We are noted for the quality of our deliverables, as hopefully is shown in the organization and presentation of this response to the Request for Proposal.
- We have substantial experience in assisting Public Sector organizations with a wide variety of human resources projects, **including many compensation projects.** We use both traditional and customized approaches to fit the specific needs of the individual organization. With our clients we have created a variety of different types of systems, including introducing pay for performance in some of our public sector client organization, even in a unionized environment.

- We place major emphasis on communicating and working closely with client project managers to achieve understanding, consensus, and ownership of the project results. This is especially critical when communications need to be open and transparent because they are about compensation.

HR Answers is an Equal Opportunity Employer registered as a Woman-owned Business Enterprise (WBE) in the state of Oregon, and is committed to bringing about diversity in the workplace.

SECTION 2 - PROJECT APPROACH/METHODOLOGY

Our Understanding of Your Needs

Wasco County is operating with a compensation structure that was established in the 1980's. It does not meet the County's current needs or situation. The County, which serves 25,000 residents, is a complex organization with approximately 174 employees in both full and part time positions. There are three unions that will be covered by this work, as well as a non-represented group of employees. There are approximately 128 positions shown on the current Salary Matrices of the County, however this number includes positions that are no longer occupied or budgeted for.

Based on our understanding of your needs, it appears that Wasco County is requesting that the approved consulting firm provide the following:

1. A draft/final Compensation Philosophy, followed by the drafting of a Compensation Policy and Procedure to guide future County actions regarding compensation.
2. Identification of compensation issues along with consultant suggestions regarding actions or changes needed to deal with possible FLSA concerns, possible assessment of Lilly Ledbetter issues, determination of the essential functions from the current Job Descriptions, and ideas about portions of typical Job Description content that is missing or needed in the current materials.
3. A determination of benchmark positions along with a rationale for why those positions were selected.
4. Definition of the "market" for compensation purposes and identification of what comparators are most appropriate, including guiding the discussion of whether or not the market includes private employers or is public sector only.
5. Conduct a direct market survey for the selected positions and using published materials for the remaining positions.
6. Options and Recommendations regarding methodologies for establishing internal equity; implementation of the selected method.
7. A Benefits Analysis so that Total Compensation can be assessed, modified (if necessary), and communicated to employees.

8. Presentations about the findings and results of the work to various audiences ranging from the Board of Commissioners to employees.

Deliverables will include a written narrative report detailing the work done and the findings; a Compensation Philosophy and Policy; documentation regarding the internal equity process (Job Evaluation); salary survey summary sheets for each position that is surveyed either by direct market or through the use of published data; a Benefits Summary comparing Wasco County benefits with other counties' offerings; recommendations about positions that are either below or above the market selected; a standardized Job Description format that may be helpful in creating more complete documentation; and suggested definitions and details of possible titling conventions to be used so that the organization can address the concerns about similar positions in different parts of the County and to aid in maintain titling consistency after the project is completed.

Project Philosophy

Every client is entitled to customized services and products that meet their particular needs. Our services and products are developed to meet client specific objectives. Our approach to this project will be to initially and promptly meet with the designated individuals to discuss all of the current issues related to the study, gather pertinent documents, and develop a communications process. At the time of this meeting we would also hope to completely identify the market position desired so that appropriate processes can be determined for selecting salary surveys to be used once the Job Descriptions are finalized. We would also wish to talk about the number of interviews to be done and how best to accomplish this large segment of the work.

Throughout the study we will work collaboratively with the County to ensure open and transparent processes and communication of our analysis, results, and recommendations. In addition, we will provide any staff training or employee educational sessions necessary to ensure full understanding of the work being completed.

Work Plan

This section of our proposal addresses the specifics of the requested work, and our proposed process to carry out all project elements.

Meeting with County management

The first step in this project will be to meet with designated individuals to discuss in detail the issues and concerns leading up to this RFQ, and to finalize the scope of work and all deliverables. During this meeting, we would request copies of all relevant documents so that we might better understand the issues, current pay practices, Job Descriptions, titling, and job documentation. Also during this meeting, we will establish all of the dates by which progress reports are to be submitted by e-mail or in personal meetings, and review the project steps and processes.

Meeting with Union Representatives

The next step would be to meet with the Union Representatives to get acquainted, listen to their concerns and gain an understanding of their perspectives. This would also be a time to lay out the project work plan and determine where their input and ideas would be critical and beneficial to the project.

Market Definition

We recommend first ensuring that there is written agreement about the definition of market and determination of what "markets" are to be included/considered in this work. This document will serve as the guide for market research, identification of which counties would serve best as primary comparators and determination of what published resources will be most appropriate. Such questions as what you want pay to do for the County, where do you lose employees to and where do you hire employees from, the practices of other Counties, benefits provided and how that impacts pay, etc. are all part of what we would want to discuss with you.

Job Descriptions, Job Titling, and FLSA Assessment

We will present a Job Description format that helps the organization ensure that all the elements of a good Job Description are in place and understood by users of the documents. We will also create a Job Analysis Questionnaire (JAQ) that can be used to obtain information when a job is being newly created or significantly revised. We will also work with you to determine how titling can best be done and made most meaningful for employees and relevant for the organization. Different types of titling will be considered, including Classification (Administrative Assistant I, II, III, etc.), Job Family titling (Accounting Clerk, Senior Accounting Clerk, etc.), and individual titles reflecting departmental assignment. Once a titling convention has been selected, we will make recommendations that reflect that type, as well as work with you to determine how best to designate job differences based on FLSA requirements. An example of this might be that the Specialist title is used for nonexempt employees while the Coordinator title is used for exempt positions. We will also provide our opinion about any classification issues we identify.

Market Study

We will work with Wasco County to identify sources of salary information that would be most meaningful to you, including use of the Milliman Survey you already possess. We have a variety of surveys (approximately 40) in our Library, many of which may be appropriate for the County depending on its decision regarding surveying both public and private employers. A sample of a Survey Summary Sheet is attached for your review. It depicts the information that we collect and shows how the data is aged forward to the desired point in time as well as geographically adjusted to your location as necessary, which should address a couple of the questions you identified in your RFQ.

Internal Equity (Job Evaluation)

It is great that Wasco County is looking at ways to determine internal value and comparability across the organization. Studies have shown that about 70% of employee dissatisfaction rises from employees feeling that their job is not viewed equitably from an internal perspective. HRA has constructed a variety of internal equity processes (classification, point factor, ranking, etc.) with various clients. In concert with County management and with the assent of the unions, we would work with you to determine the best method for addressing these internal equity questions.

Benefits Assessment

Another aspect of this work would be for HRA to assess the current benefit program offered by Wasco County against the benefit offerings of other Counties and/or local employers. If our findings on your behalf are typical, it may be that your benefits are more generous than those of other employers, so you can use that information to your advantage when recruiting or explaining the Total Compensation associated with County employment.

Final Presentation/Communications

The project will conclude with our offer to present the findings and any recommendations to whatever audiences that the County wishes. At the very least, we would anticipate a close-out meeting with County management and another one with the Union Representatives. It may be that a general meeting is appropriate, a meeting for the Commissioners, or some other aggregation of individuals is the appropriate forum.

Six-Month Follow-up

As is our practice, we will plan to provide a check-in for you after six months following the conclusion of the project in order to answer questions or offer advice as requested. Our project follow-up services are included at no additional cost during this period. Our objective is to help ensure that the results are fully understood and actionable if desired.

Communications

It is our practice to meet with our clients as necessary to keep all parties informed of the status of the project. We will schedule meetings as appropriate for both parties to review work completed to date or to review the status of any work. We will also provide weekly email updates of work completed and next steps. Our proposal includes the costs of four such meetings, but it may be that you will request additional visits to meet the communication objectives or where additional coordination would be beneficial. We are accustomed to working remotely with many of our clients through conference calls, etc. so additional meetings may not be needed, but we are ready to travel as you consider necessary.

We suggest that in order to initially inform all parties about the study, we typically conduct a meeting with employees when we first meet with whomever is going to guide the work. It has been our experience that when the employees are informed about the steps and analysis that would be taken in conducting the work, there is a greater acceptance of the final outcomes.

Project Schedule

Based on the work to be performed, we can commit to completing all work within a four month period assuming availability of interviewees and prompt return of the JAQs. Typically organizations say that they want to complete the work in as quick a time period as possible. Our experience is that organizations encounter a variety of other challenges which often delays the response of decisions needed. We are suggesting that a more realistic timeframe may be four to six months, because it has been our experience that compensation work often involves drafts and then re-writes of the material. If that doesn't occur in your case, then the timeframe may be less. The size of our staff allows use of several consultants on any task in order to meet a client timeline. **It has been our experience that we can make up approximately 50% of any client delays.**

Outcomes and Performance

It is our philosophy to create a partnership approach with our client in conducting compensation studies. We seek client involvement during project planning in order to assure the results meet all study objectives. We believe no work should occur in isolation. The consulting team will continuously monitor the consulting work to make sure the study objectives are met. We ask that the consulting team and Wasco County jointly determine evaluative criteria so the progress and success of the project can be measured against the objectives.

Risks

We are occasionally asked to provide a statement of risk regarding this type of work. Therefore, based on our current understanding of the project, we believe that the risks fall into two areas. One of those is potential misunderstanding about the work, the level of autonomy, and the organizational impact of positions, which can create a conflict between the employee doing the work and the supervisor responsible for work assignment. There can be times when there is disagreement about work complexity, what knowledge or background is necessary to proficiently complete the work, etc. These disagreements that can surface as a result of this type of project can strain the relationships between employees and their supervisors.

Another more significant risk is that this project regarding employee pay could heighten expectations and create dissension if the County finds that there is no reason to or is financially unable to implement any compensation changes as a result of the work. This could cause hard feelings or mistrust, especially in a unionized environment. We can help to mitigate this somewhat through the communication process and by reinforcing the fact that no commitment to making changes is part of this project, and that it is primarily a process to streamline position classification and bring more modern thinking to the County's pay programs. But it is likely that there will still be some disappointment or unhappiness. By working together to manage this, this risk may be lessened.

SECTION 3 - PROJECT STAFF

Project Team Structure/Internal Controls

The consulting team will continuously monitor the consulting work to make sure the original study objectives are met. All of our internal project work is done on a team basis, wherein we collaborate, review, and analyze all work. The team's project manager will provide the quality assurance review for all of our deliverables.

Staff Qualifications/Project Team

A consulting firm is only as good as the people and expertise it brings to the specific project. In this section, we identify the consultants who would specifically be working on the project. The nature and timeliness of this project requires senior level personnel who have the expertise and experience to do the job right the first time.

In many cases, our clients selected us to perform compensation work that is fair to the employees and the organization, given fiscal, political, cultural, and historical issues and constraints. We understand the issues and sensitivities associated with any compensation work, and would bring that sensitivity to your project.

The primary HR Answers' consulting team for this project, and their profiles, are:

JUDY CLARK, SPHR, CPC – PRESIDENT; PROJECT OVERSIGHT AND MEETINGS

Judy Clark, Owner and President of HR Answers, Inc., has more than 35 years of human resources experience, more than 25 of which have been in consulting. Prior to starting HR Answers, Inc., she worked in healthcare both while she was going to school and then later as an HR Director, with promotions up to Assistant Administrator. Additionally, she serves as adjunct faculty to the School of Business at Portland State University and at the University of Washington, teaching a variety of HR classes in the Human Resource Management certificate programs. Judy is certified as a Senior Professional in Human Resources (SPHR) through the Human Resource Certification Institute and as a Certified Professional Consultant (CPC) through the International Guild of Professional Consultants. She served for six years on the national board of the Society for Human Resource Management (SHRM), and recently completed a term on the board of the SHRM Foundation. She also served for five years on the national Board of Directors for SHRM's Consultants Forum, including a term as President of the Board. She has a busy national presentation and training schedule, giving more than 15 presentations each month throughout the country, some of which are designed to assist other HR professionals attain their professional certifications. She is often sought out for media commentary, and has served as an Expert Witness for court cases on numerous occasions, many of them involving issues of employee compensation. Judy has been a writer for the Portland Business Journal and Oregon Business Magazine, a manuscript reviewer for the national HR Magazine, and serves on a variety of community service boards and committees.

TINA WEBER, SPHR, CCP - SENIOR CONSULTANT

TinaWeber is a Senior Consultant with over 20 years of human resources experience in both the public and private sectors. Prior to her 15 years in consulting, she held human resources positions with the State of Missouri-Department of Mental Health. Tina is a generalist with a broad background that includes compensation, benefits administration, human resources practices audits, employee relations, affirmative action, human resources policy and procedure development, and employment law compliance. She has completed hundreds of compensation studies for clients in a variety of industries. Tina received her BS in Business Administration-Human Resources Management from Portland State University. She is certified as both a Senior Professional in Human Resources (SPHR) by the Human Resource Certification Institute, and as a Certified Compensation Professional through the WorldatWork Society of Certified Professionals. In addition, she is a member of the Society for Human Resource Management (SHRM), WorldatWork, the Portland Human Resource Management Association (PHRMA), the Columbia Willamette Compensation Group, and the NW EEO Association. In addition, Tina is a current board member and Past President of the Portland Human Resource Management Association.

HARRIET SAXE - SENIOR CONSULTANT

Harriet Saxe is a Senior Consultant with more than 25 years of human resources experience. She has worked in multiple federal agencies including NASA, the U.S. Office of Personnel Management (OPM), and the U.S. Department of Veterans Affairs (VA). While with the VA, she received an award from Portland Public Schools for launching an employment program for at-risk teens, and a Hammer Award from the Office of the Vice President for her role in a significant regional reorganization that was replicated on a national basis. Harriet has been with HR Answers, Inc. for seven years and has been assigned to numerous public sector compensation projects. Additionally, Harriet provides

consulting services for small- and medium-sized private sector organizations. Her areas of expertise are in classification and compensation, organization design, recruitment and selection, and training. She is a member of the Society for Human Resource Management (SHRM). Harriet graduated from the University of Maryland with a major in Economics and minor in Business Administration.

Other consultants may also assist on this project as needed to meet timelines and work product. HR Answers has an extensive staff of consultants who routinely work on our large compensation projects. For additional staff bios, please visit our website, www.hranswers.com.

Experience of the Consultant

We believe that our extensive experience working with Public Sector organizations, coupled with our wide range3 of experience with compensation projects will be invaluable in partnering with you on this project. Following is a partial list of our Public Sector clients:

Bend Parks and Recreation District
Benton County
Canby Utility Board
Central Oregon Community College
Central Oregon Irrigation District
Central Washington University
Chelan County
City of Astoria
City of Canby
City of Eugene
City of Forest Grove
City of Gresham
City of Keizer
City of Kennewick
City of Ketchikan
City of Lincoln City
City of Longview
City of Lynnwood
City of Maple Valley
City of Molalla
City of Monmouth
City of Newport
City of Pacific
City of Pasco
City of Portland
City of Renton
City of Rogue River
City of Sammamish
City of Seattle
City of Spokane Valley
City of Toppenish
City of Troutdale
City of Tualatin
City of Tukwila
City of Unalaska
City of Vancouver
City of Warrenton
City of Washougal
City of Wenatchee
City of Woodburn
Clackamas County Fire District #1
Clackamas County Housing Authority
Clackamas River Water District
Clark College
Clark County
Clark Regional Wastewater District
Clean Water Services
Cleveland Hopkins International Airport
Coal Creek Utility District
Columbia 9-1-1
Columbia Gorge Community College
Deschutes County
Deschutes County Public Library
Douglas County Fire District #2
Eugene Public Schools
Federal Public Defender District of Oregon
Flathead Valley Community College
Fort Vancouver Regional Library
Franklin Pierce School District
Grant County PUD
Gresham Police Department
Hood River County
Housing Authority of Clackamas County
Housing Authority of Portland
Housing Authority of Yamhill County
Keizer Fire District
Kenton County Airport Board
King County

King County Library System
Kitsap County
Kitsap Regional Library
Klickitat County
Lake Washington School District #414
Lane Community College
Lane County
Linn-Benton Community College
Marion County
Marion County Fire District #1
Marion Education Service District
McMinnville Water and Light
Metro Regional Center
Metropolitan Exposition-Recreation Commission
Metropolitan Public Defender's Office
Montana University System
Mt. Hood Community College
Multnomah County Dept. of Aging & Disability
Multnomah County District Attorney's Office
Multnomah County Education Service Dist.
Multnomah County Health Department
Multnomah County Sheriff's Office
Multnomah Education Service District
Municipal Employees Association
Municipality of Metropolitan Seattle
Northern Wasco County PUD
Oak Lodge Sanitary District
Oregon Coast Community College
Oregon Department of Agriculture
Oregon Department of Environmental Quality
Oregon Department of Transportation
Oregon Employment Department
Oregon Health Sciences University
Oregon Judicial Department
Oregon Liquor Control Commission
Oregon Secretary of State's Office
Oregon State Bar Association
Oregon State University
Oregon State Vocational Rehabilitation
Port of Bellingham
Port of Cascade Locks
Port of Hood River
Port of Ilwaco
Port of Kalama
Port of Olympia
Port of Portland
Port of Skagit County
Port of St. Helens
Port of Tacoma
Port of Vancouver, USA
Portland Community College
Portland Development Commission
Portland Public Schools
Portland State University
Salem Public Schools
Salem-Keizer Public School District
San Juan County
Seattle Public Utilities
Seattle-King County Board of Realtors
Silver Lake Water and Sewer District
Skagit County PUD
Skamania County
Skamania County Economic Development Commission
Snohomish County Community Transit
Southwest Suburban Sewer District
Southwest Washington Health District
Tacoma School District #10
Tillamook County
TriMet
Tualatin Hills Park and Recreation District
Tualatin Valley Fire and Rescue
Tualatin Valley Water District
Umatilla Education Service District
University of Alaska at Anchorage
University of Washington
Vancouver Housing Authority
Wallowa County Healthcare District
Wasco County
Washington Cty. Consolidated Comm. Agency
Washington Dept. of Labor and Industry
Washington State Bar Association
Washington State Department of Revenue
Washington State University
Western Federal Lands Highway
Western Washington University
Willamalane Park and Recreation District

References

Following is a list of contacts who can serve as our references and discuss our ability to perform the services needed under this RFQ. We have included the contact name and information about the work done for them.

Portland Development Commission
Classification and Compensation
Contact Name: Eric Iverson, Legal Counsel
Phone: 503-823-3346
Email: iversone@pdc.us

This project is still underway, with work now moving to the salary survey process. The compensation philosophy, draft job descriptions, titling options, and identification of using a Classification approach have been completed. This project is coordinated through a Labor–Management Committee. Deliverables have included draft policies, classification materials, FLSA recommendations, writing more than 75 draft job descriptions, developing Job Family categories, etc.

San Juan County
Classification and Compensation Study
Contact Name: Pamela Morais, Human Resources Manager
Phone: 360-370-7403
Email: pamelam@sanjuanco.com

This project included working with a Labor-Management Committee regarding each step of the process, a direct and published survey market assessment, creation of an internal equity process (Job Evaluation system), development of new job descriptions, creation of new pay ranges, a benefit assessment, and development of implementation strategies to phase in the findings over an extended period of time.

Clark Regional Wastewater District
Classification and Employee Benefits Study
Contact Name: Hugh Findlay, Director of Human Resources and Risk Management
Phone: 360-750-5876
Email: hfindlay@crwwd.com

We recently completed a compensation and employee benefits study for this client located in Vancouver, Washington. This study included working with an Employee Compensation Committee regarding recommendations for pay practices and benefits changes.

Portland State University
Compensation and Classification Study
Contact Name: Pam Hutchins, Associate Director for Human Resources
Phone: 503-725-5990
Email: hutchp@pdx.edu

We worked with the Associate Director for Human Resources and her staff in the establishment of a compensation system for approximately 450 Unclassified and Unrepresented positions. Using our understanding of higher education institutions, and guided by input from PSU

subject-matter specialists, 15 job families were identified along with four levels within each family. Benchmark positions were identified for each job family and level, and we conducted published pay research using CUPA and cross-industry salary survey data. Simultaneously, we lead subject-matter experts in the development of job evaluation factors that assure internal equity within and between job families.

Should you be interested in talking with other organizations for whom we have conducted similar work, please just let us know and we can provide additional contact information.

SECTION 4 - COST PROPOSAL

The cost of our services is based on an estimate of the time required to carry out all of the steps necessary for the required work and billed at our **discounted consulting rates (10% off our usual rates)** for public sector organizations:

Principal Consultant.....$225/hour
Senior Consultants.....$144/hour
Professional Consultants.....$117/hour
Administrative support/Travel time.....$80/hour

Before offering an estimate for this work, there are two important comments to make. First, the size of this project as described in the RFQ is comprehensive. It may be that the County will choose to eliminate one or more of the aspects of work identified above, choosing to take it on internally or stepping away from that portion of the work at this time.

Secondly, if it were agreed that an expanded benchmarking process for the salary surveys would be satisfactory, then the survey work would not be done for all positions, but rather for something more like 50 to 75. Again, this would have the effect of reducing the project fees.

Below you will find a fee estimation for each of these approaches. It may also be possible that you would like to configure this differently than either of these two options…we would be happy to work with you to ensure that your needs are met, and that the financial investment is manageable.

- Option One: All of the work as identified in the RFQ and as outlined above, conducting all the work for approximately 128 positions including Job Description assessment, approximately 128 salary surveys, development of an internal equity process, Benefits Analysis, meetings, report writing, and administrative support

  240 hours at $145 per hour
  70 hours at $225 per hour

  Plus mileage and travel time (at $80 per hour) for four visits to your location

  Estimated total fee for Option One: $51,450

- Option Two: Reduce salary survey work to a maximum of 75 positions with all other costs anticipated to remain the same.

Estimated total fee for Option Two: $39,922

Our billings are done monthly, and include detail on the work completed during the billing period as well as itemization of any expenses incurred, which are billed on a rembursable basis. Our payment terms are Net 15 days.

It is our policy to discuss our fees with clients in order to meet all budget requirements for the work. If after review of this proposal it is determined that some work could be eliminated, or the scope of work changed, we will be pleased to discuss a revised fee estimate with you.

SECTION 5 - SUMMARY

HR Answers is eminently qualified to carry out the work required to bring this project to a successful and acceptable conclusion. Our many years of consulting experience and our work with other public sector organizations provides us with insight that other firms may not possess. In particular, we would like to emphasize our many years of experience in conducting compensation work. We are confident in the skills we have developed to conduct these studies in a highly professional and successful manner.

It is our plan to assign three of our most experienced senior consultants to this work, each of whom has worked extensively in compensation issues and who have combined consulting experience of over 100 years. Because of the size of our firm, we can assure you that all work will be completed as scheduled and/or agreed. We are able to back up our assigned consultants with other staff members should it be necessary.

It would be our pleasure to conduct this work for you, and we truly hope to have the opportunity to do so.

Judith (Judy) Clark, SPHR
President

APPENDIX C
Organization Name
Salary Survey
(Dollars per Year)

POSITION: Chief Information Officer

		WEIGHTED AVERAGE	NO. COMPANIES	NO. INCUMBENTS	SALARY RANGE MINIMUM	MIDPOINT	MAXIMUM
Survey Source/Date:	Milliman NW Mgt. & Prof. 2007						
Job Title:	Information Systems Manager	$93,765	115	313	$77,210	$96,733	$116,256
Scope:	Data for All Industries, OR/WA/ID, adjusted to Portland, OR						
Job Summary:	"Manages all data processing activities, including systems analysis, programming, computer systems, and auxiliary operations. Provides data processing services to all user departments. Establishes technical standards, methods, and priorities. Advises senior management on data processing plans, projects, and capabilities. Supervises all information systems staff. typically requires a degree and 8 or more years experience. Top position in smaller organizations less than 1,000 employees."						
Survey Source/Date:	TCS Not-for-Profit 2007						
Job Title:	Information Systems Dir.	$100,499	45	47	$70,953	$90,121	$109,289
Scope:	National data adjusted to Portland, OR						
Job Summary:	"Directs and coordinates all planning and production activities of the information systems department in a not-for-profit organization. This position is responsible for directing and managing through subordinates the systems design, programming, hardware and software installation and operation. Position typically reports to the top executive in the organization."						
Survey Source/Date:	National IT & Eng. Survey 2007						
Job Title:	Information Technology Dir.	$110,276	54	62	$85,399	$108,738	$132,077
Scope:	National data adjusted to Portland, OR						
Job Summary:	"Responsible for all corporate information technology activities including systems analysis, programming, and computer and auxiliary operations. Under a broad corporate plan, develops policies, procedures, technical standards, methods, and schedules. Oversees the strategic relationship between information technology and other functions within the organization. Maintains the organization's awareness of developments in information technology and computer hardware and software for the formulation of long- and short-range plans for the acquisition and implementation of new equipment and techniques. Reports to top management on information technology plans, projects, performance and related matters. Directs and provides functional direction to middle IT managers in a division, subsidiary, or region. In small and mid-sized organizations is the top IT position reporting to the top-level executive."						
	AVERAGES	$96,941	214	422	$77,854	$98,531	$119,207
	FACTORED AVERAGE TO: 08/08	**$100,252**	**214**	**422**	**$80,475**	**$101,848**	**$123,221**

JUDITH (JUDY) CLARK, CPC, SPHR

~ PRESIDENT, HR ANSWERS, INC. ~

SUMMARY

Over 35 years human resource experience, more than 25 in consulting. Serves as Adjunct Faculty to the School of Business at Portland State University (30 years) and at University of Washington (15 years), teaching Compensation; Advanced Compensation; Communication, Counseling, and Conflict Resolution, Staffing, and Performance Management courses. Certified as a Senior Professional in Human Resources (SPHR) through the Human Resource Certification Institute. Credentialled as a Certified Professional Consultant (CPC) by the International Guild of Professional Consultants. An active member of the Northwest Human Resource Management Association (NHRMA) and the Society for Human Resource Management (SHRM), having served six years on the national Board, and six years, including two years as Secretary/Treasurer of the Board of Directors for the SHRM Foundation.

ACCOMPLISHMENTS

- Served as Past President on the Board of Governors for the Consultants' Forum, a national organization of Human Resources Consultants.
- Provides expert witness testimony on a variety of HR subjects.
- Is a founding member of the Oregon Association of Management Consultants.
- Serves on the advisory board of Portland State University Professional Development Center for the Human Resource Certificate Program.
- Served on the Advisory Board of the Executive Officers Club
- Serves as Chair of the Oregon Chapter Alzheimer's Board of Directors.
- Certified as "Shades of Gray" sexual harassment trainer (one of only five, nationwide) by Pacific Resources Group.
- Is an ad hoc columnist for the Business Journal regarding employment and office issues (9 years).
- Was a manuscript reviewer for the national Society for Human Resource Management HR Magazine (7 years). Served as an editor and reviewer for SHRM Foundation's series of Employment Practice Guidelines.
- Was co-developer of the Student Internship Program at Portland State University for Business and Human Resource students.
- Has been a National presenter at the SHRM, Credit Union Executives, College and University Personnel Association, UWC, NBI, National Bar Association Executives national conferences, etc. and international presented at the Latin America HR Symposium in Bogota', Colombia and the Southern European HR Annual Conference in Nicosia, Cyprus.
- Served as a reviewer on HR texts for Irwin Publishers (2 years).
- Was a national panelist for the Personnel Practices Forum for the Bureau of National Affairs (2 years).
- Served on the Multnomah County Salary Commission (2 terms), the Governor's Task Force on Public Employee Compensation, and the Citizens Review Committee for the City of Portland Fire Police Disability and Retirement Fund.
- Is a past board or personnel committee member of the American Red Cross (Oregon Trail Chapter), Youth Adventures, Inc., Children First for Oregon, Clackamas Challenge Center, Institute for Professional and Managerial Women, Oregon Lung Association, and Mt. Joseph's Care Center.
- Recipient of the Woman Executive of the Year from the *Business Journal* 2004, Finalist for the HR Leadership Award of 2010, HR Innovations Award in 2005, Distinguished Member Award for Northwest Human Resources Association 1998, Finalist for the Award of Excellence for Society for Human Resource Management 1998, Outstanding Faculty Award for Professional Certificate Programs Portland State University in 1995, the HR Award of Excellence from the Portland Chapter

(PHRMA) in 1991, and the Londahl-Risley Community Service Award in 1987 from CCI Enterprises. Is a frequent presenter and trainer, involved in local politics, and active in community affairs.

CAREER HISTORY

HR ANSWERS, INC., 1985 - present
President/Owner,
Regional and national consulting firm providing full HR services to all industries, all-size employers, and all business sectors

EASTMORELAND GENERAL HOSPITAL 1979 - 1985
Executive-in-Charge of hospital sale, 1985
HR Director and Assistant Administrator, 1979 - 1985

EQUITABLE SAVINGS AND LOAN 1975 - 1979
Personnel Interviewer
Employment Manager
Assistant Director of HR

CUMMINGS & ASSOCIATES STAFFING 1972 - 1975
Employment Counselor
Agency Branch Manager

GROUP HOME COORDINATOR, Sonoma County, California 1967 - 1972

EDUCATION

PORTLAND STATE UNIVERSITY, COLLEGE OF SAN MATEO, PORTLAND COMMUNITY COLLEGE, UNIVERSITY OF WASHINGTON, MARYLHURST COLLEGE
Academic emphases in Communications, Human Resource Management, Economics and Marketing.

Details about articles written and expert witness citations available upon request.

TINA WEBER, SPHR, CCP

SUMMARY

~ SENIOR CONSULTANT ~

More than 20 years of broad-based experience as a Human Resources generalist in both public and private sectors. Expertise in compensation, affirmative action, benefits administration, employee relations, employment law compliance, and human resource policies and procedures development.

ACCOMPLISHMENTS

- Developed compensation programs for clients in a variety of industries.
- Conducted hundreds of pay studies.
- Developed affirmative action plans for federal contractors.
- Developed HR policies and procedures for employee handbooks or supervisor manuals.
- Reviewed and audited HR policies, practices, and procedures.
- Assisted employers regarding federal or state employment law compliance, or employee issues.
- Facilitated performance appraisal process and assisted managers with questions.

CAREER HISTORY

HR ANSWERS, INC. **June 1997 – present**

Senior Consultant 2004-current, Professional Consultant 1998-2004, Associate Consultant 1997-1998

Provide professional human resources advice and work products to a broad range of local, regional, or national public or private organizations in the areas of compensation (design, analysis, and administration), affirmative action, policies and procedures, employee relations issues, and employment law compliance, including:

- Advise clients and work one-on-one to resolve employee relations issues, comply with employment laws, and implement human resources best practices.
- Complete HR practices audits involving review of handbooks, policies, forms, and practices and provide recommendations for improvement or to lessen employment risk.
- Create or revise employee handbooks or supervisor/manager policy manuals.
- Conduct compensation studies and design compensation programs including job descriptions, market pay analyses, job evaluation point factor systems, benefits analysis, pay structures, and performance management systems. Collect and analyze data, and report results. Provide recommendations to management and assist with implementation.
- Develop employee opinion surveys for clients, conduct surveys, and report results.
- Perform job analysis for private sector organizations, and classification studies for public sector, through employee interviews and review of documentation.
- Prepare affirmative action programs or annual updates for employers with federal contracts; create plan narratives, perform statistical analyses of data, and prepare required reports. Advise employers on best practices and meeting requirements.
- Deliver client training programs on affirmative action and compensation.
- Manage multiple projects simultaneously for public and private sector consulting clients.
- Establish and maintain positive client relations; collaborate with clients on project work and deliverables.
- Develop consulting proposals and business opportunities.

LIQUID SUNSHINE SHOPS, PORTLAND, OR **January 1995-May 1997**

Office Administrator (part-time while finishing college)

- Managed daily office functions of 3-store retail business including inventory/file maintenance, answer vendor calls, phone in reorders, distribute incoming/outgoing mail
- Prepared purchase orders, receiving reports, and price tags using point-of-sale software program
- Received merchandise orders, verified shipment accuracy, tagged merchandise
- Verified and approved vendor invoices for payment; prepared weekly accounts payable.

ST. JOSEPH STATE HOSPITAL, ST. JOSEPH, MO **November 1989-November 1994**

Personnel Assistant

- Provided human resources services for two hospitals and 650 employees
- Advised managers/employees regarding employment policies, union contracts, or employee issues
- Initiated and prepared on-line personnel transactions for employee appointments or status changes while exercising independent judgment in applying state merit system rules to each situation
- Counseled employees regarding retirement benefits, and administered leave of absence programs
- Coordinated operations of department unit that included payroll, benefits administration, workers compensation, and time and attendance reporting. Supervised four employees.

EDUCATION

Bachelor of Science in Business Administration, Human Resources Management and General Management, Portland State University, Portland, Oregon

PROFESSIONAL CERTIFICATIONS

Senior Professional in Human Resources (SPHR), Human Resources Certification Institute, Washington, DC
Certified Compensation Professional (CCP), WorldatWork Society of Certified Professionals, an affiliate of WorldatWork, Scottsdale, AZ

PROFESSIONAL MEMBERSHIPS

Society for Human Resource Management (SHRM)
Portland Human Resource Management Association (Board Director for past five years)
Columbia Willamette Compensation Group and NW EEO Association

HARRIET SAXE

SENIOR CONSULTANT, HR ANSWERS, INC.

SUMMARY

~ SENIOR CONSULTANT ~

More than 20 years of broad-based experience as a Human Resources generalist in both public and private sectors. Expertise in compensation, FLSA determinations, organization design and change, workforce planning, performance management, employee relations, complaint inquiries, training and development, coaching, counseling.

ACCOMPLISHMENTS

- Developed compensation programs for clients in a variety of industries.
- Conducted hundreds of pay studies.
- Recipient of Vice President's *Hammer Award* for contribution to innovative reorganization of Federal installation. Design was replicated in 50 offices across the country.
- Recipient of *Portland Public School Award* for creating a citywide employment program for teen parents and other high school students not bound for college.

CAREER HISTORY

HR ANSWERS, INC. **2001 – present**

Senior Consultant 2007-current, Professional Consultant 2001-2007

Provide professional human resource advice and work products to a broad range of local, regional, or national public or private organizations in the area of compensation (design, analysis, and administration) including:

- Conduct position audits and classify high-profile positions for public- and private-sector employers
- Develop classification specs and/or write job descriptions for administrative, technical, professional, and blue-collar positions
- Develop pay structures for various public, not-for-profit, and for-profit employers. Provide recommendations to management and assist with implementation.
- Conduct market pay analyses. Collect data and report results.
- FLSA research and recommendations
- Manage multiple projects simultaneously for public and private sector consulting clients.
- Establish and maintain positive client relations; collaborate with clients on project work and deliverables.
- Develop business opportunities.

US DEPARTMENT OF VETERANS AFFAIRS, PORTLAND, OR **1993-2000**

Senior Analyst, Office of the Director

Duties required expertise in human resource management, business budgeting, and planning and project management. Supervised small staff and lead numerous project and task groups. Work examples include:

- Coached and counseled top managers through major organizational change. Established strategic goals; shifted to team based decision-making; reengineered critical work processes. Resulted in dramatic increase in production capacity and garnered national recognition.
- Set recruitment strategies to meet goals for diversity and succession planning.
- Developed and executed $7.5M HR budget

- Recommended to Director and top managers best approaches for employee complaints, misconduct issues, requests for exceptions to standard HR practices, etc.
- Developed and presented training programs and workshops

VARIOUS FEDERAL AGENCIES, PHILADELPHIA, PA AND PORTLAND, OR *10+ years*

Human Resources Generalist

- Administered the full range of professional HR programs
- Documented duties and made classification and pay determinations
- Conducted staffing activities including recruiting, affirmative action, skill analysis, preliminary interviews, and job offers
- Resolved employee relations issues including attendance and leave, complaints, discipline, and counseling
- Assured supervisors applied performance appraisal systems in fair and timely fashion.
- Developed and taught HR classes and workshops.

EDUCATION

Bachelor of Arts in Economics, University of Maryland, College Park, Maryland. Graduated with Highest Honors; elected to Phi Beta Kappa academic honor society.

PROFESSIONAL MEMBERSHIPS

Society for Human Resource Management (SHRM)
Columbia Willamette Compensation Group

Wasco County

Request for Quote

County Compensation/Position Description Study

Local Government Personnel Institute

Brandi Leos, HR and Labor Relations Specialist
PO Box 908
Salem Oregon 97308
503.588.2251
503.485.5800 (fax)
bleos@lgpi.org

September 27, 2012

Table of Content

LOCAL GOVERNMENT
PERSONNEL INSTITUTE

Diana Moffat
Executive Director
Labor Relations Attorney
Steven Schuback
Labor Relations Attorney
Dan Rowan
Labor Relations Attorney

Dana Bennett
HR/Labor Relations Consultant
Brandi Leos
HR/Labor Relations Specialist
Aaron Olson
Investigator
Craig Stoelk
Investigator

Stephanie Matlock Allen
Office Manager
Denise Quinn Nanke
Administrative Assistant
Mary Lou Janeba
Bookkeeper

September 28, 2012

Wasco County, Oregon
Tyler Stone, Administrator
511 Washington St, Suite 101
The Dalles, OR 97058

RE: Wasco County Request for Quote

Dear Mr. Stone,

Enclosed, please find a quote from the Local Government Personnel Institute for Wasco County's Compensation/Position Description Study.

LGPI is proposing a comprehensive compensation study for Wasco County including review and revision of existing job descriptions, salary survey using Oregon counties within a defined population range similar to Wasco County, internal equity analysis, and salary range development. To start the study, LGPI consultants will review your recently updated job descriptions, revise language as necessary, and articulate the internal relationships by differentiating between series classifications. Once job descriptions are completed, the salary survey phase will commence. LGPI proposes selecting 55 benchmark jobs to survey, including a broad selection from each of the County's bargaining units and non-represented employees.

The salary survey will focus on total compensation received including wages, county-paid retirement contributions, health insurance contributions, and paid leaves. In addition to a total compensation summary for each benchmark position, LGPI will develop comparison charts to outline health insurance plans and paid leaves at the 5-, 10-, 15-, and 20-year benchmarks. The attached proposal also allows for one additional comparison per employee group to be decided after the job is awarded. Additional comparisons are usually made to capture longevity pay, certificate pay, on-call pay, or any other factor the County chooses.

After the salary survey is complete, the information gathered will be used to develop a new compensation plan for Wasco County. LGPI will assist the County in determining a new compensation philosophy and pay structure. LGPI will also assist with the development and documentation of a transition plan.

For the County's strike-prohibited groups, the LGPI consultant will complete a total compensation received analysis based on the requirements of the Public Employees Collective Bargaining Act. LGPI's compensation received model is a tried and true method that has held up in many interest arbitrations across the state. (Samples are attached.)

LGPI is confident in our consultants' ability to complete this job within the 16 weeks provided. To ensure the integrity of such a timeline, LGPI will need assistance from the County in scheduling meetings promptly, providing necessary information as requested, and limiting changes to the study. Of the comparators selected, about half are currently not members of LGPI. If information is difficult to collect, LGPI consultants may request the assistance of County staff in the form of a friendly email or phone call to encourage participation.

This proposal has been drafted by Brandi Leos, HR & Labor Relations Specialist. Brandi is authorized to discuss matters involving this proposal. Additional contacts for the project will include Dana Bennett, Sr. HR Consultant, and Diana Moffat, Executive Director. All LGPI staff can be reached at 503.588.2251.

Thank you for taking the time to review the attached proposal. We look forward to hearing from you regarding the award of this project and working with you on this project and others.

Sincerely,

Brandi Leos
HR & Labor Relations Specialist
503.588.2251
bleos@lgpi.org

II. Experience

LGPI is a not-for-profit organization providing HR and labor relations services to Oregon's local governments. LGPI was created in 1971 as a joint venture of the Association of Oregon Counties and the League of Oregon Cities. LGPI is governed by a 5-person Board of Directors and employs 14 full- and part-time employees.

LGPI's consultants specialize in salary surveys for local governments in Oregon. Our experienced staff has performed salary surveys large and small for many entities including counties, cities, special districts, and community colleges. Our tried and true methodology to evaluate total compensation has stood the test of many interest arbitrations and complies with the Public Employees Collective Bargaining Act.

The most recent compensation study completed of similar size to the Wasco County project is Rogue Community College. LGPI completed a thorough position analysis and salary survey for classified and management staff.

Biographies of the consultants most likely to perform the work on the Wasco County project, Dana Bennett and Brandi Leos, are attached as Exhibit A.

III. Cost Proposal

A detailed cost proposal is attached as Exhibit B. The proposal is estimated using our standard HR consulting rate; however, some work may be performed by LGPI staff billed at a lower rate.

There are two portions of the cost proposal where options are presented. These are options where the County would decide which route is in the best interest of Wasco County. For job descriptions, the total cost includes the cost of Option 2. For internal equity/range development, the cost includes the cost of Option 1. It is LGPI's impression that these two options would provide what the County is looking for, but alternatives are available.

The cost of each phase of the project can be determined by taking the noted hours estimate and multiplying by $140, LGPI's member rate for HR consulting.

IV. References

Please feel free to contact the following LGPI clients regarding recent compensation studies completed:

Rogue Community College
Jenny Rossknecht
3345 Redwood Hwy
Grants Pass, OR 97527
541.956.7017

City of Woodburn
Mike Hereford
270 Montgomery St
Woodburn, OR 97071
503.982.5210

Harney County
Steve Grasty
450 N Buena Vista
Burns, OR 97720
541.573.6356

Kennewick Irrigation District
Chuck Freeman
PO Box 600
Kennewick, WA 99336
509.586.9111

V. Additional Services

As a member of LGPI, Wasco County has access to all of LGPI's services related to human resources and labor relations:

- No cost technical assistance on any HR or labor relations issue
- Background checks and investigations
- Internal Affairs investigations
- Labor contract negotiation
- Representation at Employment Relations Board hearings, interest arbitrations, and grievance arbitrations
- Executive level recruitment
- And much more

VI. Appendix

Appendix A: Biographies for LGPI Consultants Dana Bennett and Brandi Leos

Appendix B: Detailed cost proposal

LOCAL GOVERNMENT
PERSONNEL INSTITUTE

Diana Moffat
Executive Director
Labor Relations Attorney
Steven Schuback
Labor Relations Attorney
Dan Rowan
Labor Relations Attorney

Dana Bennett
HR/Labor Relations Consultant
Brandi Leos
HR/Labor Relations Specialist
Aaron Olson
Investigator
Craig Stoelk
Investigator

Stephanie Matlock Allen
Office Manager
Denise Quinn Nanke
Administrative Assistant
Mary Lou Janeba
Bookkeeper

Dana Bennett
Compensation Analyst/Human Resources Consultant

Dana Bennett holds a Bachelor's Degree in Health Care Administration from Oregon State University and a Masters in Business Administration, with a focus on Organizational Development, from Marylhurst University. In 2010, she sat for and successfully passed the Senior Professional Human Resource (SPHR) certification test and maintains membership in the Society for Human Resources Management.

Following her undergraduate work, completed in 1989, Dana was employed by various public-sector and non-profit agencies in the areas of recruitment, labor relations, employee benefits and compensation analysis. In 1992, she was named Chief Civil Service Examiner for Clark County, Washington. She was appointed by the Clark County Sheriff in 1998 to serve as the Human Resources Manager for a department of 400. Her primary areas of responsibility included labor relations/negotiations, compensation analysis, employment law, performance management, internal affairs and background investigations, and training.

After eleven years with Clark County, Dana moved to a Portland labor law firm as a Senior Research and Compensation Analyst. During her five years there, she specialized in compensation and classification market analysis for public-sector labor unions, both strike and non-strike permitted. She also served regularly as an expert witness, testifying in 21 interest-arbitration cases in the areas of classification and compensation market analysis as well as public-sector budget analysis.

Dana joined LGPI as a consultant specializing in classification/compensation and general human resources in March of 2008. Dana can be reached at LGPI at (503) 588-2251 or at dbennett@lgpi.org.

LOCAL GOVERNMENT PERSONNEL INSTITUTE

Diana Moffat
Executive Director
Labor Relations Attorney
Steven Schuback
Labor Relations Attorney
Dan Rowan
Labor Relations Attorney

Dana Bennett
HR/Labor Relations Consultant
Brandi Leos
HR/Labor Relations Specialist
Aaron Olson
Investigator
Craig Stoelk
Investigator

Stephanie Matlock Allen
Office Manager
Denise Quinn Nanke
Administrative Assistant
Mary Lou Janeba
Bookkeeper

Brandi Leos

Human Resources/Labor Relations Specialist

Brandi Leos has 15 years of public-sector human resources experience. Brandi conducts total compensation surveys, including developing PECBA Compensation Analysis using LGPI's tried and true model. She also applies LGPI's Point Factor classification analysis, conducts policy reviews, provides executive-level recruitment services, and provides technical assistance for LGPI members. Brandi researches, and gathers data, and develops exhibits for all types of labor proceedings, including collective bargaining, mediation, grievance and interest arbitration, and unit clarification hearings.

In addition to labor relations, Brandi also has experience in FMLA/OFLA, recruitment, training, HR information systems, record retention, and employee benefits.

Prior to entering the human resources field, Brandi worked as an Operations and Policy Analyst at Oregon Department of Transportation, where she analyzed the impact of legislative change and provided fiscal impact statements on bills affecting the agency. She also analyzed non-legislative agency changes and served as implementation manager for all types of projects. She drafted and revised policies and procedures to capture changes in work processes, rules, and regulations.

In her spare time, you will find Brandi out for a run, training for her annual trek in the Hood to Coast Relay. She may not be the fastest runner out there, but she will finish. To keep her going through the tough parts, she tells herself, "I can do anything for a mile."

Brandi can be reached at LGPI at (503) 588-2251 or at bleos@lgpi.org.

LOCAL GOVERNMENT PERSONNEL INSTITUTE

Wasco County
Compensation Study Estimate

Hours Est.		
	I Job Descriptions/Classifications	**Job Description/Classification Development**
	Option 1 - 28 hours Review and suggest changes	Review of current job descriptions and make suggestions for changes
	Option 2 - 73 hours Review and make some revisions	Review of current job descriptions and develop revised descriptions with updated language, etc. Includes articulating internal relationships between jobs and differentiating between series classifications.
73	**Option 3 - 137 hours** Develop all-new job descriptions	Develop descriptions, format and language, etc. - as there are no descriptions (employees and supervisors will need to complete position analysis questionnaires about the jobs in order for us to development descriptions from scratch)
	II Survey Development	**55 Benchmark Jobs**
	17 Develop Tool (55 job matches from JDs)	Each job will require a job summary to be developed as part of a job matching survey, which will be sent out to all comparators.
	1 Send out survey	Requests will be made for wages scales, PERS, insurance data and paid leaves (vacation and holiday time by group).
	2 Follow-up on Survey	Tracking and second/third request will be made to ensure maximum response to the survey.
20		*Survey tools must be reviewed for final approval by client prior to initiating survey process.*
	III Non-Represented Employees	**Table Development (Load Data, analysis of data for appropriate matches, check backs and verification)**
	Assume 40 positions for benchmark survey. Exact positions to be determined. Suggest including elected officials, dept. heads, managers, supervisors, and other non-represented non-supervisory positions.	40 Raw Data Tables (min/mid/max monthly wages, PERS adjustment, full family employee cost for monthly premium) 1 Insurance Comparison Table (plan name, coverage level, cost EE/ER full family level only, co-pays, deductibles, Rx, ER, out-pocket max) 1 Paid Leave Table (vacation and holiday based on 5, 10, 15, & 20 years of service brackets) **Sample Tables are attached for Raw Market Data, Insurance Comparison, and Leave Comparison**
40		
	IV AFSCME Employees	**Table Development (Load Data, analysis of data for appropriate matches, check backs and verification)**
	Assume 10 positions for benchmark survey. Exact positions to be determined.	10 Raw Data Tables (min/mid/max monthly wages, PERS adjustment, full family employee cost for monthly premium) 1 Insurance Comparison Table (plan name, coverage level, cost EE/ER full family level only, co-pays, deductibles, Rx, ER, out-pocket max) 1 Paid Leave Table (vacation and holiday based on 5, 10, 15, & 20 years of service brackets)
10		

LOCAL GOVERNMENT PERSONNEL INSTITUTE

Wasco County
Compensation Study Estimate

	V Sheriff's Union Employees	**Table Development (Load Data, analysis of data for appropriate matches, check backs and verification)**
	Assume 4 positions for benchmark survey.	48 Total Comp Benchmark Tables (Includes wages, longevity, deferred comp, PERS, and incentive pay)
	Suggest:	12 Benchmark Tables per class including 5-, 10-, 15-, and 20-year marks with basic, intermediate, and advanced DPSST certification
	Deputy Sheriff	1 Insurance Comparison Table
	Animal Control Officer	Total time includes collecting data, data entry, and creating tables.
	Records Clerk	
28	*911 Comm Operator*	**Sample Tables are attached**
	VI FOPPO Employees	**Table Development (Load Data, analysis of data for appropriate matches, check backs and verification)**
	1 Parole & Probation Officer	12 Total Comp Benchmark Tables (Includes wages, longevity, deferred comp, PERS, and incentive pay)
		12 Benchmark Tables including 5-, 10-, 15-, and 20-year marks with basic, intermediate, and advanced DPSST certification
		1 Insurance Comparison Table
11		Total time includes collecting data, data entry, and creating tables.
	VII Internal Equity/Range Development	**Job Analysis and Range Development**
	Option 1 - 45 hours	**Market Approach** - Review market data received, combined with job descriptions, to develop job groups for range development compare minimum qualifications for education and experience for each job along with any supervisory responsibilities to establish initial groups, allowing market factors to determine final group placements and averaging data of like jobs together to finalize ranges a plus or minus 5% of market may be used to establish reasonable differentials between ranges, final ranges to be approved by County Administrator
	A combination of classification factors & market factors are used to determine job groups, ranges are developed based on primarily pure market data	
	Option 2 - 119 hours	**Point Factor Job**s - using our point factor system, which evaluates each job based (min quals, complexity, errors, contacts, confidential data, work environment, supervision, etc.) for this each employee will need to complete a position evaluation form and review it with the supervisor. The system tends to broad band jobs. Then the market data collected is averaged based on the point factor grade for each job, it can result in the market paying more for jobs than the new range or less, as the point factor results have a greater impact on the final ranges than the market. However, the system creates a non-bias systematic approach to internal equity which help protect from equal pay for equal work claims.
	Positions are point factored based upon pre-set objective criteria. Jobs are not valued against each other, (the system tends to broad band jobs) then the market data is averaged based on the Point Factor grade to determine ranges.	
		Option 1 is less time consuming and tends to be more transparent and very market driven, while option 2 is more objective, but less market driven and time consuming for employees and consultants alike.
45		
	VIII Report Development	
	15 Draft Preliminary Report	Draft and assemble report, develop recommendations for 10-year compensation forecast package, defined compensation philosophy, pay structure, and transition plan.
	5 Prepare Job Description Index Document	Finalize all job descriptions, assemble into one document, and provide index by title and department.
30	10 Finalize Report	Using management team feedback, suggestions, and requests, revise preliminary report and prepare the final report document.

LOCAL GOVERNMENT PERSONNEL INSTITUTE

Wasco County
Compensation Study Estimate

IX Travel

Meeting Hours/Purpose (Assumed)

1	Meeting with Board of Commissioners and Administrative Officer to validate mission and outcomes
2	Meeting with Management Team to ensure understanding of methodology, time table, and other deliverables.
2	Meeting with Unions and non-represented personnel to gain input
1	Meeting with Board of Commissioners and Management Team to finalize overall philosophy prior to moving forward.
3	Meeting with Management Team to review current position descriptions and compensation strategy
2	Present preliminary report and survey findings to the Management Team.
3	Present preliminary report and survey findings to an open forum and be available for questions.

11

Travel Time

35 5 hours round trip for 7 meetings. To help reduce cost, meetings may be scheduled on the same day.

Mileage

260 miles round trip for up to 7 meetings. To help reduce cost, meetings may be scheduled on the same day.

Meals and Lodging

Meals and Lodging (if required) will be billed at cost.

* Comparator List to Include:

County	Population
Clatsop	37,145
Malheur	31,445
Union	25,980
Wasco	**25,300**
Hood River	22,625
Jefferson	21,845
Crook	20,855

268	Total Estimated Hours
140.00	Member Rate per Hour
35	Travel Hours
60.00	Travel Rate
1,010.10	Estimated Mileage
40,630.10	Total Estimated Cost of Project at Member Rate

This is a good faith estimate; however, it is not a fixed bid. The time for the study will be billed based on actual time, whether less or more hours than estimated herein. This estimate does not include changes or modifications to the study. Table samples are attached for consideration, and formats will be agreed to in advance of starting work. This estimate does not include development of a written report with recommendations, but instead a bulleted outline of the process with data tables as noted in the attached documents, completed for each employee group listed above. Some work on this project may be completed by LGPI contract consultants based on workload, and where feasible the HR Technician and/or Specialist will do portions of the work at a lower rate.

Cascade Employers Association

Unsurpassed resources for great employers

Request for Quote
Wasco County

County Compensation/Position Description Study

Presented by:

Carey Klosterman
Director, Compensation Services
cklosterman@cascadeemployers.com

4068 Hudson Avenue N.E. Salem, Oregon 97301
Salem 503.585.4320 Portland 503.224.5219
Fax 503.585.4322 E-mail info@cascadeemployers.com
www.cascadeemployers.com

Cascade Employers Association
Unsurpassed resources for great employers

Title Page

Request for Quote – Wasco County

Subject: County Compensation/Position Description

Primary Account Contact:

Carey Klosterman, PHR
Director, Compensation Services
4068 Hudson Avenue N.E.
Salem, Oregon 97301
Phone: 503.585.4320
Fax: 503.585.4322
cklosterman@cascadeemployers.com
Date of Submission: September 24, 2012

Cascade Employers Association is an Oregon based corporation or "resident bidder" pursuant to ORS 279A.120(1).

Cascade Employers Association is an Equal Opportunity Employer. We believe every employee has the right to work in an environment free from all forms of unlawful discrimination. It is the policy of the Association that employment decisions will be made without regard to race, color, religion, sex, age, national origin, marital status, veteran status, disability, or other characteristics protected under local, state or federal law. No employee will be retaliated against for raising concerns under this policy. We seek each employee's cooperation and assistance in helping us maintain equal employment opportunity.

Cascade Employers Association
Unsurpassed resources for great employers

Transmittal Letter

VIA Email & UPS

Tyler Stone, Administrative Officer
Wasco County
511 Washington St. Suite 101
The Dalles, OR 97058

September 24, 2012

Dear Tyler:

Cascade Employers Association appreciates the opportunity to submit a proposal for performing a Compensation/Position Description Study on behalf of Wasco County. As we understand it, the project will include: a review of current job classifications/descriptions; an evaluation of position equity; a wage survey of comparable agencies/counties for both Union and Non-Union jobs; a comprehensive compensation study utilizing data from the wage survey conducted by Cascade and various other published survey sources; plus a detailed analysis with specific recommendations regarding implementation of key components identified in the study. Finally, we will prepare a recommended compensation plan and salary range assignment reflecting the results of the market survey, the Wasco County compensation philosophy, and an analysis of internal job relationships at the County.

A defined compensation philosophy which supports the selection and retention of qualified employees is clearly a significant priority for Wasco County. That being evident, Cascade Employers Association is committed to delivering services that meet and/or exceed your expectations as defined in the Statement of Work (SOW). We are also committed to achieving the expected completion date of February 28, 2013.

Please call or e-mail me if you have any questions or if you would like to discuss changes to our proposal. I look forward to hearing from you regarding the opportunity to work with Wasco County on this important project.

Sincerely,

Carey Klosterman

Carey Klosterman, PHR
Director, Compensation Services
cklosterman@cascadeemployers.com
503.585.4320

Cascade Employers Association

Unsurpassed resources for great employers

Table of Contents

Attachments/Enclosures

Wasco County Signature Page

Reference Letter

Cascade Employers Association

Unsurpassed resources for great employers

Experience/Qualifications

About Cascade and Our Staff

Our Mission: Helping Employers Manage and Develop an Outstanding Workforce

Since 1947, Cascade Employers Association has been a trusted source and vital partner for employment knowledge and support in the areas of human resource management, market pay and benefit data, total compensation plan design, performance management, supervisory/management training and development, employment law, occupational safety and employee benefits. Cascade Employers Association offers professional services and programs that are aimed at helping employers recruit, manage and retain an outstanding workforce that will contribute to business success. With over 530 Oregon and Southwest Washington employers in membership, reflecting over 100 industries, (including city and county governments), Cascade is viewed as an asset to many area employers. With the wide variety of industries reflected by our members, Cascade has developed the capacity to learn what makes each industry unique in a very short period of time.

Cascade has been named as one of Oregon's 100 Best Companies to work at for the past 12 years. In addition, the association received the 2000 Service Provider of the Year Award from the Strategic Economic Development Corporation (a 3-county economic development organization). Cascade Employers Association is member-governed and owned.

Our Experience:

As an organization, Cascade has a reputation for hands-on, tailored service in areas such as competitive pay and benefits surveys, total compensation plan design and alignment, performance management, training and development, employment program audits and assessments, and employee recruitment and selection. Cascade's professional staff emphasizes alignment of all HR related programs and practices (including the allocation of compensation elements) with the unique goals and culture of each employer served.

Our compensation project team has within its shared resources, more than 50 years of compensation and position description administration and consulting experience. Each year our project team completes 10-15 major consulting projects, including job/pay assessments compared to market norms. A Reference List is provided on page 9 indicating the various projects that we have completed for other entities which are similar in size and scope to this project.

Experience/Qualifications (*continued . . .*)

Project Manager

Carey Klosterman, PHR
Director, Compensation Services
cklosterman@cascadeemployers.com

With a down-to-earth style and focused approach, Carey inspires confidence in Cascade's survey and compensation customers. Based on her extensive pay survey experience and customer orientation, she is highly valued by local, regional and national industry groups for the target surveys she conducts. In addition to market pay surveys, her specialized compensation knowledge and experience enables her to help employers align employee compensation with individual and overall organizational goals and strategies.

A graduate of Western Oregon University, Carey earned a degree in Psychology with a focus on data assessment and analysis. She joined the Cascade staff in December 2000 and soon after earned her Professional in Human Resources (PHR) certification from the Society for Human Resource Management (SHRM) and the Human Resource Certification Institute.

Project Consultant

Jerry E. Bumgarner, CCP
VP, Great Performance Solutions
jbumgarner@cascadeemployers.com

A caring and practical minded professional, Jerry makes the strategic linking of pay to performance an easy-to-understand process. Members who call on him recognize his knowledge and experience, and appreciate his sincere interest in supporting their business success. He's a recognized trainer on the topics of compensation and performance management. The creator of SalaryTrends®, Cascade's innovative "Evergreen" online survey system, Jerry also directs local, regional and national surveys and serves as a national employer association research leader. His expertise in compensation has earned him the Certified Compensation Professional (CCP) designation awarded by the WorldatWork for knowledge and experience in his field.

A graduate of Loyola Marymount University, Jerry majored in Human Resources and spent over 20 years in corporate compensation and research roles before joining Cascade in 1995. Jerry serves on numerous member and professional boards and is involved with a variety of compensation and HR groups.

Experience/Qualifications (*continued . . .*)

Project Consultant

Lynn Morris, PHR
Human Resource and Compensation Consultant
lmorris@cascadeemployers.com

Lynn is our resident Oregon Duck supporter, and with good reason. Lynn received her Masters degree in Human Resource Management and Industrial Relations from the U of O. Lynn's graduate studies along with her undergraduate degree in Math and Economics make her well suited to support Cascade's members with the many facets of Human Resources including compliance with Affirmative Action regulations and compensation practices.

In addition to keeping Cascade's members up-to-date on Affirmative Action regulations and plans, she works on site at several member locations. In some cases she acts as the member's HR Manager, and in other situations she supports current HR departments in completing specific projects. Lynn also consults in other areas including general consulting on best practices and compliance, handbook review and development, job description development, and compensation programs and practices. Lynn is known for her approachable, engaging and supportive style that gives Cascade members confidence and peace of mind.

Project Consultant

Tina Hamel
Survey Manager
thamel@cascadeemployers.com

With a background in customer service, training and management, Tina skillfully interacts with Cascade members and other survey clients. She takes pride in supporting her customers' success by producing reliable data collection tools and reports associated with pay, benefits, employee engagement and 360° review surveys. She played a key role in the design and implementation of Cascade's cutting-edge SalaryTrends® "Evergreen" online system and 360° review tool. She is best described by her grateful clients who say … "She always goes one step beyond to make my life easier … and is quick to answer questions … which in turn helps our members. They think that I'm the genius … but Tina just makes me look like one."

An Oregon native, Tina graduated from Western Oregon University with a Bachelor's in Sociology and Psychology. She joined the Cascade survey team in 2008. Tina holds a certificate in HR leadership through Cascade's HR Leadership Program.

Cascade Employers Association

Unsurpassed resources for great employers

Cost Proposal

1) **Job Description/Classification Review**

   Approximately 30 hours of work

   Assigned Personnel: Carey Klosterman/Lynn Morris

   Fee: $6,750

   a) Information provided by Wasco County shows 95 unique job titles. Further conversation with the County suggests that fairly complete task lists exist for these jobs, and additional support will be needed to develop "complete" descriptions/classifications. We recommend reviewing approximately 60 of the County job classifications (task lists) to determine if the positions are appropriately classified versus applicable markets and other internal jobs. We are assuming that the review of 60 positions would be sufficient, yet we would be willing to review all 95 if necessary.

   b) Assess accuracy of current FLSA classifications (exempt, non-exempt) and education requirements for applicable[1] County job classifications based on established position descriptions.

   c) Recommendations to County job titles, essential duties/responsibilities, FLSA classifications, and other related requirements associated with job descriptions will be provided.

2) **County/Agency Wage Survey**

   Approximately 20 hours of work

   Assigned Personnel: Carey Klosterman/Tina Hamel

   Fee: $7,000

   a) Conduct Wage Survey of 7 comparable agencies/counties that are similarly situated in size and scope, including geographic comparability when available. We recommend that the wage survey consist of a minimum of 30 Wasco County jobs.

   b) Develop job description summaries from County job information (task lists).

3) **Market Compensation Survey**

   Approximately 40 hours of work

   Assigned Personnel: Carey Klosterman

   Fee: $10,000

   a) Compile comprehensive compensation survey data from multiple sources covering the appropriate external labor markets for positions designated by Wasco County (we have assumed about 30 solid benchmark jobs will be priced).

[1] Oftentimes a job can be clearly defined as Exempt or Non-Exempt. In instances where the distinction is not obvious, a detailed analysis of FLSA classifications will be performed.

Cost Proposal *(continued . . .)*

b) Review, analyze, adjust and audit all survey data to assure reliability and comparability to Wasco County's workforce and support accurate comparisons to Wasco County's compensation systems.

c) Provide Wasco County with a written summary of the detailed survey data analysis and results obtained for the organization.

4) Evaluation & Recommendations

Approximately 5 hours of work

Assigned Personnel: Carey Klosterman/Jerry Bumgarner

Fee: $1,125

a) Provide specific recommendations to assure that County pay practices are comparable to similar organizations within the regional labor markets.
   - Recommendations will be included that support internal equity and external competitiveness at the lowest overall financial impact to the County.

b) The recommended compensation system will adhere to the following basic requirements and principles:
   - Comply with all applicable federal and state legal requirements and support non-discriminatory practices.
   - Be designed to accommodate future organizational growth and change.
   - Observe sound compensation guidelines and principles to assure internal and external equity within the pay structure while minimizing the financial impact to the County.

c) Cascade will also prepare a detailed report summarizing the work performed, incorporate required recommendations, and present to County Employees, Management Team, and/or Commissioners when requested.

5) Implementation

Approximately 5 hours of work

Assigned Personnel: Carey Klosterman/Jerry Bumgarner

Fee: $1,125

a) Outline and recommend a specific plan for implementing proposed actions if approved. Recommendations will include, but are not limited to the following:
   - Strategies to implement the key components of the study.
   - Plan to forecast compensation package over the next 10 years.
   - Defined compensation philosophy for the County.
   - Plan to transition the County into the new pay structure.

Estimated Total Costs: $26,000

Cost Proposal *(continued . . .)*

Addendum to #3 Above

Total Compensation Assessment **$3,000**

Assigned Personnel: Carey Klosterman

Based on further conversation with the County, a Total Compensation Assessment may be requested, to recognize that employees should know the value of their total package. The associated costs to perform a Total Compensation Survey include a further analysis of Wasco County benefits vs. Market benefit norms. The analysis will be converted to comparable dollar amounts and added to the Market Wage/Salary Survey portion of the report along with a Total Compensation Analysis.

PLEASE NOTE:

1) The above estimates reflect the typical work associated with projects such as these (e.g., project meetings, number of staff interviews, number of benchmark jobs, number of market data sources, and number of hours). While we welcome the opportunity to provide greater support, additional fees may be necessary. Expenses related to this project (e.g., primarily travel expenses at the current IRS established mileage rate) would be additional.

2) These estimates are based on Cascade's Non-Member Rates (1.5x the Member rate). Should the County wish to become a Member of Cascade Employers, the cost for this project would be at a considerably discounted rate.

    a) Example (total dollar amounts have been rounded to nearest $100):

Non-Member Total Cost	= $26,000
Member Project Cost	= $26,000/1.5 = $17,300
Membership Fee	= $1,740
Member Total (Project + membership fee)	= $19,000
Discount	**= $7,000**

References

Similar Projects in Last 12 Months

While none of the following projects were exactly the same as the current Wasco County study, they did include many of the same elements.

2012	Dynic USA Corp.	Kathy Balducci	503-693-1070
2012	Kerr Concentrates	Mike Alley	503-378-0493
2012	Kettle/Diamond Foods	Jamie Britton	503-364-0399
2012	Salem-Keizer Transit	Paula Dixon	503-588-2424
2012	Selmet, Inc.	Susan Comer	541-917-3301
2012	Springfield Utility Board [2]	Rose Blomberg	541-726-2398
2012	The CHP Group	Michell Hay	503-203-8333
2012	Wagner Electronics	Irene Cardoza	541-582-0541
2011	Eugene Water & Electric Board	Heather Steenkolk	541-484-2411
2011	Farwest Steel	Kevin Peterson	541-681-7208
2011	FOOD for Lane County	Tauna Stephens	541-343-2822
2011	JCI, Inc.	Michaela Schropp	541-988-9515

[2] Reference Letter attached.

Cascade Employers Association
Unsurpassed resources for great employers

Approach to the Project

Exhibit A – "Statement of Work"

Cascade's Approach: Job Description/Classification Review, County/Agency Wage Survey, Market Compensation Survey, and Evaluation/Recommendation Elements

In conducting studies such as this, Cascade generally uses a formal job analysis and evaluation system along with benchmark job market pricing to challenge market practices and achieve appropriate balance between internal equity and external competitiveness. In doing so, we generally focus on a select group of benchmark jobs (jobs for which the most reliable market data is available and that cover a representative group of the client's job levels) for market pricing. For the Wasco County project we recommend pricing at least 30 benchmark jobs (roughly 30% based on 95 unique job classifications).

Our approach assumes current task lists will be available (along with the additional research we will conduct during the job description/classification review process) to support effective job leveling, FLSA status determination, job description related requirements, and market pricing. While we anticipate your task lists will be reasonably current and will require recommendation from us to develop the essential duties, etc., we will want to seek additional job related input from you, Wasco County supervisors and selected job incumbents. Following are additional details regarding our approach:

1) Meet with designated County staff members to discuss project elements and schedules, gather job information, and obtain current organization pay information.
2) Review current job descriptions and conduct brief interviews of selected incumbents and supervisors to assure clear understanding of each job covered by the study.
3) Assess accuracy of current FLSA classifications (exempt, non-exempt), education/experience, and any other related requirements associated with job descriptions for County job classifications.
4) Gather specific contact information for county/agency participants for County/Agency Wage Survey.
5) Develop job description summaries from information supplied by County. Discuss pertinent demographic information, and develop survey questionnaire to distribute to County/Agency participants.
6) Once data has been received from participants in the County/Agency Wage Survey, edit, analyze and summarize the data to be used as one source when conducting the Market Compensation Survey.
7) Determine if County jobs are appropriately leveled/ranked/classified versus other internal jobs to optimize internal equity.
8) Compile market wage/salary data from multiple existing survey sources (preferably 2 to 4), and Cascade's County/Agency Wage Survey, for each benchmark job to assure jobs are appropriately leveled versus market.
9) Review and reconcile differences between how jobs are ranked internally versus how the competitive market ranks them.
10) Develop salary structure that reflects competitive market pay practices for the selected benchmark job classifications (approximately 30% of the jobs based on 95 unique job classifications).

Approach to the Project

Exhibit A – "Statement of Work" *(continued . . .)*

11) Perform analysis of Wasco County's wage/salary/benefit[3] practices for each job versus competitive market norms for comparable jobs.
12) Summarize County/Agency Wage Survey data and produce final output report to distribute to participating County/Agencies.
13) Meet with County staff to discuss preliminary pay structure(s), benchmark job relationships, and organization versus market wage/salary practices.
14) As appropriate, refine the pay structure and benchmark job levels based on additional County input.
15) Work closely with County to slot all other jobs (non-benchmark jobs) within the pay structure and compile additional market data as deemed necessary.
16) Prepare analysis of County's wage/salary/benefit practices for all jobs versus competitive market norms.
17) Meet with designated County staff members to present final market pay structure and discuss the overall competitive pay assessment.
18) Meet to discuss implementation strategies related to overall competitive wage/salary assessment.
19) Meet with designated County staff members to discuss recommended pay structure and pay administration strategies.

To assure the Wasco County Market compensation structure(s) and employee pay levels continue to support County equitable and competitive pay objectives, Cascade recommends annual structure maintenance updates in 2013 and 2014. Pay structure updates are based on consideration to market pay trend information, but do not include detailed benchmark survey data collection and analysis. This is a common practice among organizations with formal pay systems and would lessen the financial burden on Wasco County. Cascade's pricing for two annual structure updates, which also include re-assessments of Company versus market pay practices, are $1,100. The following elements would be included:

1) Meeting with designated County staff members to discuss expectations and gather current job and pay information.
2) Compile market data, evaluate market pay trends, and update Market compensation structure accordingly.
3) Perform an assessment of County's compensation levels versus projected market pay practices.
4) Provide summary report reflecting the updated County market compensation structure and assessment.
5) Meeting with designated County staff members to discuss updated structure and review competitive compensation assessment.

[3] The "benefit" piece refers to the Total Compensation Assessment that would be performed if the additional project element is requested. Refer to page 8 for further details.

Time Requirements

Proposed Timeline[4]

Project Element	Estimated Completion/Delivery Date
Award of Contract	October 31, 2012
Job Description/Classification Review	November 19th – 30th, 2012
Job Summaries and Survey Questionnaire Preparation	Week of December 3rd, 2012
Survey Questionnaire Distribution to Participants	December 10th, 2012
Questionnaire Deadline	Week of January 2nd, 2013
Prepare Market Compensation Survey Report	January 2nd to January 21st, 2013
Meeting to Discuss Preliminary Structure/Assessment	Week of January 28th, 2013
Make any Necessary Revisions	Week of February 4th, 2013
Final Results Delivery – Meeting to Discuss Administration Strategies and Implementation	Week of February 11th, 2013
Project Completion Date	February 28th, 2013

[4] These are estimates of the time it will take to complete each of the project elements. Due to holidays, delayed participant survey responses (Wage Survey), etc., this proposed timeline is subject to negotiation.

Additional Compensation Support Services Available

To support achievement of your compensation program goals (e.g., recruit, engage, reward, and retain employees while controlling costs) our compensation team can provide expert guidance, assistance and recommendations in the following areas:

1. **Custom Market Pay Surveys:** Conduct survey of organizations you identify to compile market pay data (base wage/salary, incentives/bonuses, benefits, etc.). Survey can include both industry-specific and general industry benchmark jobs. (depends on jobs and participants)
2. **Individual Job Wage/Salary Market Comparisons:** Review data from multiple surveys to suggest pay ranges for jobs and provide organization versus market comparisons.
3. **Total Compensation Comparisons:** Assuming we have performed a Wage/Salary Market Comparison study for an organization we can provide comparisons of the total compensation practices (base, and benefits) for the organization versus the competitive market and recommend reallocation of compensation dollars.
4. **Compensation Strategy:** Facilitate determination and documentation of organization's compensation strategy in view of County goals. Provide recommendations to better align practices with strategy.
5. **Pay Policies and Practices:** Review current pay related administrative policies and practices. Draft new and improved policies to support achievement of compensation strategy. Develop forms and procedures as appropriate.
6. **Pay Discrimination Analysis:** Perform detailed statistical analysis (similar to tests used by OFCCP and EEOC) of your pay practices to identify potential discrimination (e.g., based on race, sex, age, etc.) and recommend appropriate corrective actions as needed.
7. **Performance Management and Goal Setting:** Facilitate development of measureable performance goals at organization, department and employee levels. Provide training (goal setting, coaching, and appraisal), forms and policy statement to support program administration.
8. **Job Descriptions:** Draft job descriptions that meet company needs and legal requirements; includes interviews with supervisors and/or incumbents, editing as required following reviews by supervisor and incumbent, and recommendations on FLSA status for each.
9. **Performance Management Software:** Cascade offers this integrated suite of web based solutions for managing, developing and retaining a high performance workforce while supporting achievement of organization strategies and goals.

SIGNATURE PAGE

The undersigned proposes to perform all work as listed in the specification section, for the price(s) stated; and that all articles supplied under any resultant contract will conform to the specifications herein.

The undersigned agrees to be bound by all applicable laws and regulations, the accompanying specifications and by County policies and regulations.

The undersigned, by submitting a quote, represents that:
a. The Proposer has read and understands the specifications.
b. Failure to comply with the specifications or any terms of the Request for quote may disqualify the Proposer and find them as being non-responsive.

The undersigned certifies that the quote has been arrived at independently and has been submitted without any collusion designed to limit competition.

The undersigned certifies that all addenda to the specifications have been received and duly considered and that all cost adjustments associated with the addenda are reflected in this quote.

(Circle one answer) Addendum

No(s). 1 Acknowledged? (Yes) No

Resident Proposer?* (Yes) No

If awarded a contract pursuant to this quote, Proposer will extend the terms, conditions and prices of such contract to other public agencies? Yes No

Form of Business:
X corporation _____partnership _____sole proprietor
_____other (Please describe):_____

We therefore offer and make this quote to furnish services at the price(s) indicated herein in fulfillment of the attached requirements and specification of the County.

Carey Klosterman
Signature of Authorized Official

9.24.12
Date

Carey Klosterman
Printed Name

503.585.4320
Telephone Number (Area Code)

Director, Compensation Services
Title

cklosterman@cascadeemployers.com
Email Address

Cascade Employers Association
Firm

93-0497711
TIN or SSN

4068 Hudson Ave NE
Address Salem, OR 97301

* "Resident Proposer" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a "resident proposer".

SPRINGFIELD UTILITY BOARD

September 14, 2012

To whom it may concern:

I am pleased to recommend the services of Cascade Employers Association. Over the past twelve years, I have worked directly with Carey Klosterman, Director, Compensation Services, and Jerry Bumgarner, VP, Great Performance Solutions, on numerous compensation projects. Their level of customer service has been outstanding. We are very pleased with the work they have done for us.

Since 1999 Cascade has conducted a pay survey for us each year. They have also provided us with many different projects upon request. These projects include the analysis of individual jobs, pay structure development, and conducting additional pay surveys when needed. Cascade has fulfilled many of our compensation needs and they have provided us with exemplary and professional service. They have consistently exceeded our expectations in quality, communication and timeliness.

Cascade Employers Association has always been a pleasure to work with. I highly recommend them as a provider of compensation services. Please contact me directly at 541-744-3622 if you need additional information.

Sincerely,

Rose Blomberg
HR Manager
Springfield Utility Board

Agenda Item

Bureau of Land Management Report

- Brief Paper

Prineville District – Wasco County Issue/Project Briefing Paper
Bureau of Land Management
November 7, 2012

BLM
Prineville District Office

Trout Creek Environmental Assessment

BLM recently requested input on how to solve issues related to human disturbances around nesting golden eagles in the Trout Creek Rock Climbing Area. The climbing area is usually accessed from the trail between Trout Creek Campground towards Mecca Flat; however, there are some climbers accessing through private land trespass. The EA analyzed three alternatives that analyzed seasonal closures covering different lengths of time and buffer distances, along with trail re-route.

Comments generally split into two recommendations: 1) Seasonally close area during the entire breeding season, or, 2) seasonally protect the nesting eagles, but provide a partial opening for rock climbing after eagles select nest site. Under the partial closure option, rock climbing would be allowed at cliffs over ¼ mile from active nests; support for this option highly supported by users/climbing community. The comment period for the EA closed September 15 and BLM received 119 comments, including comments from the Wasco County Commissioners supporting Alternative 2 (partial closure option).

BLM expects to make a Decision on this EA by November 9, 2012.

Lower Deschutes River

BLM has closed two toilets along the Lower Deschutes River until further notice. The toilets at Wingdam (River Mile 81, Segment 1) and Homestead (River Mile 20.5, Segment 4) are full and cannot be used. BLM will be working with the Lower Deschutes River Working Group to identify a solution. Visitors should already be carrying portable toilet systems in these areas.

South Junction

BLM is working with Burlington Northern-Santa Fe Railroad to identify a solution for a railroad crossing at South Junction. The campground is on the east side of the railroad, and visitors must walk across the tracks to reach the river. BNSF has informed BLM that no legal railroad crossing exists at this location. BLM has posted "no crossing" signs at the campground, and is working with BNSF to request a right-of-way.

Maupin Section Foreman's House

BLM is in the process of awarding the contract for Maupin Section Forman's House rehabilitation. The restoration of this historic building is made possible through deferred maintenance funding and a coordinated effort between the BLM and its partners. Although the BLM has done general upkeep and upgrades over the years, no major work has been performed on the building since the BLM acquired it from a private owner in 1968.

The restoration of the original building will:

- Restore original finishes
- Retain and restore original windows
- Retain Union Pacific colors on exterior
- Replace siding with in-kind horizontal siding
- Restoring the structure and bringing the building and the property up to code means completing a variety of work, including:
- Replacing wiring; adding a heating/cooling system
- Reconstructing the foundation to sup-port the structure and deck
- Providing an ADA restroom by modifying a portion of the kitchen and bathroom wall
- Installing new utility lines
- Adding new insulation
- Replacing the flooring throughout the house.

Preparing for future visitors, the BLM will also add parking for employees, a van accessible ADA spot, and spots for vehicles with trailers and passenger vehicles.

Devil's Canyon Campground

BLM is looking at options to modify the access at Devil's Canyon Campground (about 5 river miles south of Maupin) to help restore natural resource damage from overuse. The BLM is examining options to change the entrance to offer walk-in sites rather than drive-in, with parking provided along the access road.

Special Recreation Permits

BLM recently approved several special recreation permits for events in Wasco County, including the Ride, Row and Run on September 23, 2012 (a new event for Maupin), which included a road ride along Hwy 197, Hwy 216 and the Deschutes River Access Road, along with a paddle from Imperial to Blue Hole Recreation Sites, and a run back to Imperial. BLM also permitted two "Race Across Oregon" bike races on the same loop in September and April of this year.

Cascade Crossing Transmission Line:

PGE proposes to construct approximately 215 miles of 500 kilovolt (kV) transmission line running from Boardman to Salem, Oregon. The new line would cross 64 percent privately-owned lands, 20 percent lands managed by federal agencies, 14 percent lands on the Warm Springs Reservation of Oregon and 2 percent state or municipal lands. For counties within the Prineville BLM District, the following actions are proposed:

- In Morrow County: The project would start as a single-circuit transmission line at PGE's Coyote Springs Plant. If Navy requirements for siting and compatibility with military mission can be met, PGE hopes to acquire an easement on U.S. Navy property so the line could head west along the northern edge of the Navy's bombing range, then turn south and connect to a new substation west of PGE's Boardman Plant. If that is not

possible, PGE may need to acquire easements on private property north of the bombing range. PGE is also studying another alternate segment along the eastern and southern edges of the bombing range, outside Navy property.

- In Gilliam, Sherman and Wasco counties: Once it connects with the substation west of the Boardman Plant, the project would become a double-circuit line. It would travel southwest through Gilliam, Sherman and Wasco counties, where it is expected to provide connections to one or more wind projects. Six potential wind farms totaling 2,100 megawatts have filed requests with PGE to connect their projects to Cascade Crossing.

Brown Road Fire Post-Fire Herbicide Application

The BLM, Prineville District, released an Environmental Assessment (EA) to public for a 30-day comment period on October 12, 2012. The EA analyzes the effects of applying the herbicide imazapic for the control of Medusahead rye, cheatgrass, and North Africa grass, on 32,714 acres of BLM land affected by the Brown Road, Razorback, and Hancock Complex Fires. Of the total proposed treatment acres, 206 are proposed for treatment in the Brown Road Fire area during fall and winter of 2012/2013. Treatment would be implemented using aircraft and ground-based equipment. The proposed action is part of a comprehensive emergency stabilization plan, inclusive of drill/aerial seeding, fence replacement, application of herbicides currently approved for use under the Prineville Integrated Weed Management EA, and grazing rest and deferment.

Lower Deschutes River Road Construction

A Federal Highway Road Construction project began 4/9/12 on the Lower Deschutes River Access Road near Maupin, Oregon and was completed this summer. The work occurred between Harpham Flat and Macks Canyon. The project involved a combination of culvert repairs, asphalt patching, crack sealing, new pavement and a chip seal overlay.

Law Enforcement

BLM's law enforcement staff wanted to pass on their appreciation for the working relationship they have with the Sheriff's Office. Two of the Wasco Deputies have spent a lot of weekends on the Deschutes River (paid for by the Oregon state marine board) performing PFD checks and monitoring (and identifying) Boating under the Influence violations. With their help, the Lower Deschutes River is a safer place to recreate. This will be the second year in a row that we have been able to supplement Wasco County's budget to help cover cost of law enforcement on BLM administered lands.

Pacific Direct Current Intertie Transmission Line Upgrade (Celilo to Nevada)

The BLM has received notification that BPA will be upgrading 246 miles of aging 500 kilovolt transmission lines to increase the North-South transfer capacity of the line from 3,100 megawatts to 3220 megawatts, remove two converter stations at BPA's Celilo converter station and upgrade to a new modern two converter terminal.

Maupin Section Foreman's House

June 2012

Section Foreman's House Ready for Renovation

After years of limited maintenance and summers hosting BLM River Staff, the Section Foreman's House in is on track for upgrades.

The restoration of this historic building is made possible through deferred maintenance funding and a coordinated effort between the BLM and it's partners. These efforts will ensure the project will have no adverse effect on the building's eligibility for the National Registry of Historic Places.

Although the BLM has done general upkeep and upgrades over the years, no major work has been performed on the building since the BLM acquired it from a private owner in 1968.

Years of wear and tear and ventilation problems contributed to the building's deterioration. The building is not up to modern code—electrical, plumbing, Americans with Disabilities Access (ADA), foundation...to name a few.

Nature herself has helped with the property's decline. Tree roots on the property have cause the sidewalk to buckle, and have penetrated the sewage pipes.

Fortunately, 2012 is the turnaround year and this unique structure will again represent the history of the Des Chutes Railroad in the Maupin area.

Special points of interest:

- Section Foreman's House Ready for Renovation
- History of the Section Foreman's House
- Restoration and Rehabilitation
- History of the Railroad
- Project Timeline
- Future of the Section Foreman's House

History of the Section Foreman's House

The Section Foreman's House, known as the Depot House, is located 1/2 mile upriver from Maupin, Oregon on the east bank of the Lower Deschutes River.

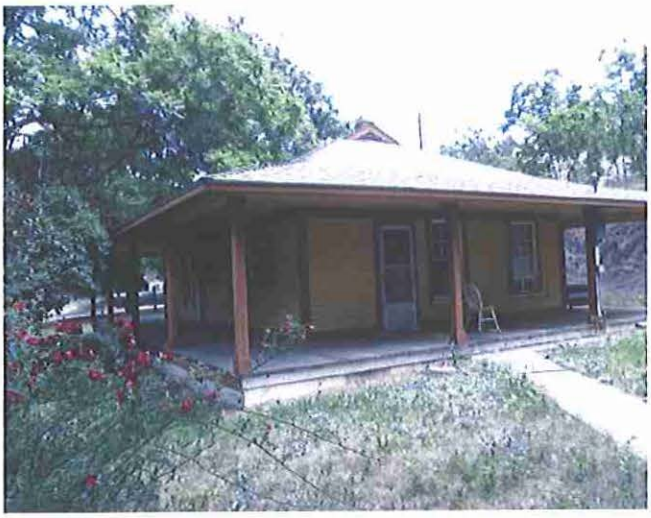
The house was constructed in 1910 by the Des Chutes Railroad Company, a subsidiary of the Union Pacific Railroad. It is a standard railroad design, commonly used at the time for housing in hot, arid climates.

Designed with a wraparound porch, the Section Foreman could come home after a long day working in the hot temperatures of the canyon and relax under shade.

On really hot nights, he could sleep outside as well.

The property went into private ownership when the Des Chutes Railroad was abandoned in the 1930's. The BLM acquired the property in 1968. It was listed on the National Register of Historic Places on November 29, 2006, based on its association with railroad construction in the early 1900's.

Restoration and Rehabilitation



The work is expected to cover three areas:

- Renovate the Section Foreman's House
- Create ADA access and vehicle parking, and
- Replace an existing storage shed.

The building will receive the bulk of the attention, while retaining most of the original interior floor plan. While the design maintains as many historic characteristics as possible, some 21st century improvements will be included.

The restoration of the original building will:

- Restore original finishes
- Retain and restore original windows
- Retain Union Pacific colors on exterior
- Replace siding with in-kind horizontal siding

Restoring the structure and bringing the building and the property up to code means completing a variety of work, including:

- Replacing wiring; adding a heating/ cooling system
- Reconstructing the foundation to support the structure and deck
- Providing an ADA restroom by modifying a portion of the kitchen and bathroom wall
- Installing new utility lines
- Adding new insulation
- Replacing the flooring throughout the house.

Preparing for future visitors, the BLM will also add parking for employees, a van-accessible ADA spot, and spots for vehicles with trailers and passenger vehicles.

Early move to restore Union Pacific colors

History of the Railroad

Rival railroad companies took over both sides of the Lower Deschutes River in the early 1900's in a race to build a rail line through Central Oregon.

E.H. Harriman announced his intention to build a railroad in the Deschutes River Canyon. He formed the Des Chutes Railroad Company, and began to survey the route his rail would take.

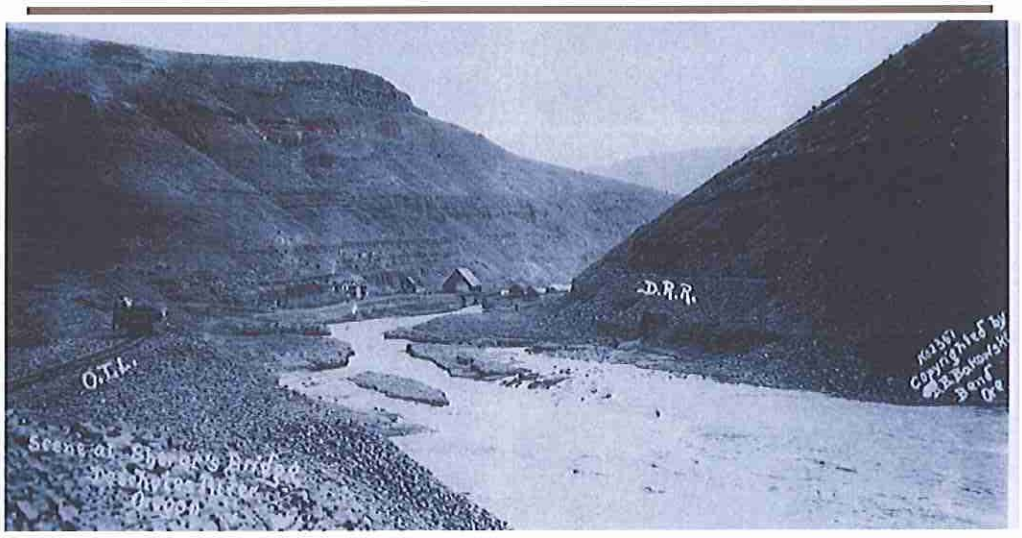
Working with people and funding behind the scenes, James J. Hill purchased the Oregon Trunk Railroad. Instead of connecting Bend with Klamath Falls, he began to work on the opposite side of the river from Harriman, triggering a railroad race to see who would complete the 45-mile line first.

Photo: Packing in supplies 1907. Credit: Oregon History project

Using dynamite, blasting powder and even bags of rattlesnakes, each side tried to disrupt the progress of the other. The companies tried to use armed guards to block access to the river, and put up gates to block roads. With the involvement of Sherman County Sheriff Jay Freeman, arrests were made, and local courts ordered access to the river and key water supplies.

While Harriman did not live to see the Des Chutes Co. line finished, Hill drove the final spike in the Oregon Trunk line on October 5, 1911. Ironically, after years of conflict, both rail companies agreed to use the Oregon Trunk line, as it was believed to be better constructed.

The Des Chutes track along the east side of the river was later abandoned and much of it serves as the Deschutes Access Road today.



Restoration Timeline

After completing the appropriate consultation with the Oregon State Historic Preservation Office and NEPA work, BLM plans to begin construction in October 2012.

Construction on the building itself is expected to take about six months.

Following building work, BLM will work on establishing a parking lot, creating ADA access to the building and creating interpretive signs and information to allow visitors to learn about the rich railroad history of the Deschutes River Canyon. The building is expected to be open to the public for the 2014 floating season.

The Future of the Section Foreman's House

The goal for the Section Foreman's House is to provide interpretive, educational and river information to visitors.

The exterior of the building will be designed for year-round self-interpretation with kiosks for river information, railroad interpretive signs, and information on the Section Foreman's House.

Inside the building, renovations will include:

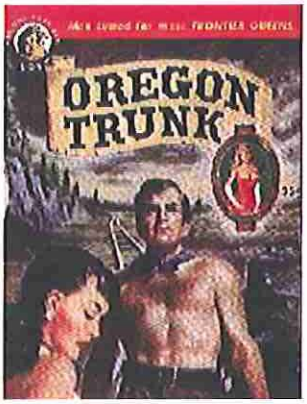
- Providing a reception area for visitors,
- Creating administrative office space for the summer recreation staff
- Providing for educational and interpretive space in the original bedroom and kitchen areas.

For More Information...

You have received this newsletter because you have an indicated an interest in the Section Foreman's House or in activities happening on the Prineville District.

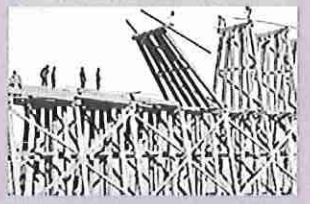
For more information about this project or other projects on the Prineville District, please visit our website at:
http://www.blm.gov/or/districts/prineville/plans/index.php

Thanks to the Oregon History Project, Brian894x4, and the Sherman County Historical Society for some of the information used in the newsletter.



Above: Cover from 1950's novelette. Credit: SP&S Collectibles

Building the Oregon Trunk line near Madras in 1910. Photo: Oregon History Project



Prineville BLM
3050 N.E. 3rd St.
Prineville, OR 97754

Phone: 541-416-6700
Fax: 541-416-6798
E-mail:
BLM_OR_PR_Mail@blm.gov

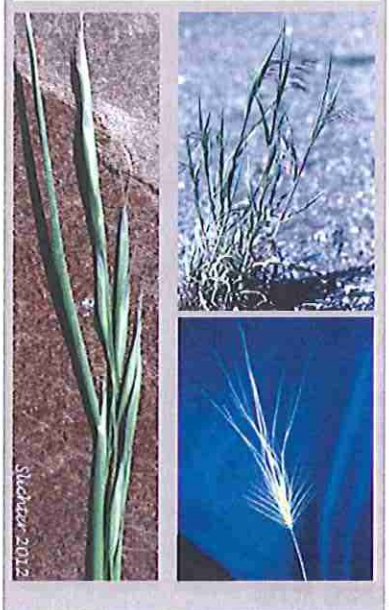
We're on the web!
http://www.blm.gov/or/districts/prineville/index.php

NATIONAL SYSTEM OF PUBLIC LANDS
U.S. DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Brown Road, Razorback, and Hancock Complex Post-Fire Herbicide EA

Above: Deschutes River at Dant; below right: Brown Road Fire; Far Below: rafters during Razorback.

Weed identification (clockwise from upper right): cheatgrass (photo by E. Schupp), Medusahead rye (J. Colquhous), and North Africa grass (P. Slichter).



Prineville BLM is requesting your input on the proposed application of the herbicide imazapic (e.g. Plateau, Cadre or Panoramic) by aerial and ground-based methods to the noxious weed Medusahead rye, and the invasive non-native weeds cheatgrass, and North Africa grass on BLM-administered lands affected by the 2011 Brown Road, Razorback, and Hancock Complex fires.

A pre-burn analysis of the area determined that 10,459 of the 32,714 acres of BLM lands in the project area were infested with noxious and invasive annual grasses, and spreading at an annual rate that will result in the entire project infested with noxious weeds in 7 years if left untreated.

The action proposes using the herbicide to treat the project area in 2012 and up to the next five years depending on funding, weather, and the effectiveness of previous treatments in removing existing populations of targeted noxious and non-native weeds.

All treatments would be restricted by specific project design features; developed to minimize impacts to other resources such as water, wilderness, and recreation, as well as unintended consequences to other plant or animals in or near the burned areas.

Invasive plants *can cause significant damage to native ecosystems and/or cause major economic losses. Invasive plants successfully compete with native plants for light, water, space and soil nutrients.*

These plants can end up dominating an area and displacing the native plants that are relied on by many animals. Invasive plants can cause profound changes to native ecosystems including changes in seral progression, habitat, nutrient cycling, water availability, soil qualities, soil productivity, and fire regimes.

Background

Post-wildfire conditions from the Brown Road, Razorback, and Hancock Complex areas have the potential for noxious and invasive non-native annual grass expansion. Much of the land burned is at risk of becoming or is already infested with Medusahead rye, cheatgrass and North Africa grass. Wildfires, like the Brown Road, Razorback and Hancock Complex Fires, create conditions that help expand these weeds and convert rangelands to permanent non-native invasive annual grasses. This conversion reduces suitable wildlife habitat and increases the risk of additional large fires.

Prineville BLM would control these weeds with the herbicide imazapic to protect and/or rehabilitate native and desirable non-native vegetation. Although, imazapic has not previously been used by the Prineville BLM, the 2010 Vegetation Treatments Using Herbicides on BLM Lands in Oregon Programmatic Final Environmental Impact Statement allows for the use of the herbicide by BLM Districts pending site-specific analysis in an environmental assessment like this one.

Noxious weeds *are a smaller group of invasive plants that injure public health, agriculture, recreation, wildlife, or any public or private property. Noxious weeds harm agriculture, natural resources, and/or public health. These weeds choke out crops, destroy range and pasture lands, clog waterways, affect human and animal health, and threaten native plants*

For More Information...

You have received this newsletter because you have indicated an interest in weeds and weed treatments or you live, recreate or hold a grazing allotment permit/lease in the area.

For more information about this project, please visit the following webpage and look under "Projects Currently Under Review":
http://www.blm.gov/or/districts/prineville/plans

If you'd like to learn about other projects on the Prineville District, Bureau of Land Management, please visit the Prineville BLM webpage at:
http://www.blm.gov/or/districts/prineville/index.php

Prineville BLM
3050 N.E. 3rd St.
Prineville, OR 97754

Phone: 541-416-6700
Fax: 541-416-6798
E-mail:
BLM_OR_PR_Mail@blm.gov

We're on the web!
http://www.blm.gov/or/districts/prineville/plans

How can you comment on the Brown Road, Razorback, and Hancock Complex Post-Fire Herbicide EA?

We would like to hear from you! Tell us what you would like to see in this area – and even pick and choose different elements from each alternative. The least helpful comment is one that just "votes" for an alternative because we don't get to understand the thinking that went on behind it. Please take the time to send us, in writing, your thoughts about what you'd like to see and why you'd like it.

Comments can be sent or emailed to the following until November 11, 2012:

Prineville BLM
Attn: Post Fire Herbicide EA
3050 NE 3rd St.
Prineville, OR 97754

Email: BLM_OR_PR_Mail@blm.gov
(with Post Fire Herbicide EA in the subject line)

Fax: (541) 416-6798

Our legal disclaimer for comments:
Before including your address, phone number, e-mail address, or other personal identifying information in your comment, you should be aware that your entire comment—including your personal identifying information—may be made publicly available at any time. While you can ask us in your comment to withhold your personal identifying information from public review, we cannot guarantee that we will be able to do so.

Wasco County, Oregon
General Election
November 6, 2012

final unofficial 11:50pm

	Total	Percent
PRC CNTD (OF 14) - TOTAL	14	100.00
REGISTERED VOTERS - TOTAL	0	
BALLOTS COUNTED - TOTAL	10,794	
United States President and VP		
Vote For 1		
DEM - Barack Obama	5,066	47.62
PGP - Jill Stein	122	1.15
PRO - Ross C (Rocky) Anderson	22	0.21
LBT - Gary Johnson	146	1.37
REP - Mitt Romney	5,152	48.43
CON - Will Christensen	42	0.39
WRITE-IN	89	0.84
Representative in Congress, 2nd District		
Vote For 1		
DEM - Joyce B Segers	3,317	32.18
REP - Greg Walden	6,799	65.96
LBT - Joe Tabor	183	1.78
WRITE-IN	9	0.09
Secretary of State		
Vote For 1		
PGP - Seth Woolley	190	1.88
PRO - Robert Wolfe	124	1.23
LBT - Bruce Alexander Knight	151	1.50
DEM - Kate Brown	4,910	48.71
REP - Knute Buehler	4,695	46.57
WRITE-IN	11	0.11
State Treasurer		
Vote For 1		
DEM - Ted Wheeler	5,189	53.01
PRO - Cameron Whitten	182	1.86
LBT - John F Mahler	204	2.08
CON - Michael Paul Marsh	81	0.83
REP - Tom Cox	4,115	42.04
WRITE-IN	18	0.18
Attorney General		
Vote For 1		
PRO - Chris Henry	156	1.61
REP - James L Buchal	4,212	43.34
CON - James E Leuenberger	322	3.31
DEM - Ellen Rosenblum	5,019	51.64
WRITE-IN	10	0.10
State Senator, 29th District		
Vote For 1		
REP - Bill Hansell	699	73.35
DEM - Antone Minthorn	253	26.55
WRITE-IN	1	0.10

Wasco County, Oregon
General Election
November 6, 2012

	Total	Percent
State Senator, 30th District		
Vote For 1		
REP - Ted Ferrioli	6,197	97.16
WRITE-IN	181	2.84
State Representative, 57th District		
Vote For 1		
REP - Greg Smith	835	98.58
WRITE-IN	12	1.42
State Representative, 59th District		
Vote For 1		
DEM - Gary L Ollerenshaw	3,081	35.59
REP - John E Huffman	5,557	64.19
WRITE-IN	19	0.22
Commissioner of the Bureau of Labor and Ind.		
Vote For 1		
Bruce Starr	4,056	53.39
Brad Avakian	3,510	46.20
WRITE-IN	31	0.41
Judge of the Supreme Court, Position 3		
Vote For 1		
Richard C Baldwin	3,779	50.00
Nena Cook	3,746	49.56
WRITE-IN	33	0.44
Judge of the Court of Appeals, Pos. 6		
Vote For 1		
James C Egan	4,668	66.13
Tim Volpert	2,357	33.39
WRITE-IN	34	0.48
Judge of the Circuit Ct., Dist. 7, Pos 1		
Vote For 1		
John A Olson	5,916	98.68
WRITE-IN	79	1.32
County Commissioner, Position 2		
Vote For 1		
John (Chip) Wood	3,797	41.39
Steve Kramer	5,312	57.91
WRITE-IN	64	0.70
County Sheriff		
Vote For 1		
Rick Eiesland	7,324	98.59
WRITE-IN	105	1.41
County Clerk		
Vote For 1		
Linda Brown	7,105	99.51
WRITE-IN	35	0.49

Wasco County, Oregon
General Election
November 6, 2012

	Total	Percent
County Treasurer		
Vote For 1		
Chad Krause	6,328	99.12
WRITE-IN	56	0.88
Director, At Large 1		
SOIL & WATER CONSERVATION DISTRICT		
Vote For 1		
William E Hammel	6,589	99.29
WRITE-IN	47	0.71
Director, Zone 1		
SOIL & WATER CONSERVATION DISTRICT		
Vote For 1		
Mel G Omeg	6,752	99.26
WRITE-IN	50	0.74
Director, Zone 3		
SOIL & WATER CONSERVATION DISTRICT		
Vote For 1		
Charlie Ernst	6,087	99.38
WRITE-IN	38	0.62
Director, Zone 5		
SOIL & WATER CONSERVATION DISTRICT		
Vote For 1		
Robert A Krein	6,221	99.20
WRITE-IN	50	0.80
Director, Subdivision 1		
CHENOWITH WATER PUD		
Vote For 1		
Marla B Skroch	204	99.51
WRITE-IN	1	0.49
Director, Subdivision 3		
CHENOWITH WATER PUD		
Vote For 1		
Tom Ashmore	148	99.33
WRITE-IN	1	0.67
Director, Subdivision 5		
CHENOWITH WATER PUD		
Vote For 1		
Richard Kessler	294	98.33
WRITE-IN	5	1.67
Director, Subdivision 1		
N. WASCO PUD		
Vote For 1		
Barbara A Nagle	692	52.27
Phil Brady	628	47.43
WRITE-IN	4	0.30

Wasco County, Oregon
General Election
November 6, 2012

	Total	Percent
Director, Subdivision 2		
N. WASCO PUD		
Vote For 1		
Dan Williams	967	98.88
WRITE-IN	11	1.12
Mayor		
CITY OF THE DALLES		
Vote For 1		
Steve Lawrence	3,902	96.75
WRITE-IN	131	3.25
Councilor, At Large		
CITY OF THE DALLES		
Vote For 1		
Carolyn Wood	3,644	97.80
WRITE-IN	82	2.20
Councilor, Position No. 2		
CITY OF THE DALLES		
Vote For 1		
Daniel Spatz	3,586	98.62
WRITE-IN	50	1.38
Councilor, Position No. 4		
CITY OF THE DALLES		
Vote For 1		
Brian Ahier	2,049	48.18
Linda M Miller	2,191	51.52
WRITE-IN	13	0.31
Mayor		
CITY OF DUFUR		
Vote For 1		
Arthur Smith	195	81.25
WRITE-IN	45	18.75
Councilors		
CITY OF DUFUR		
Vote For 3		
Jon Keyser	253	35.29
Diana Austin	231	32.22
Richard Lyon	204	28.45
WRITE-IN	20	2.79
WRITE-IN	8	1.12
WRITE-IN	1	0.14

Wasco County, Oregon
General Election
November 6, 2012

	Total	Percent
Councilors		
CITY OF SHANIKO		
Vote For 3		
Shirley Stevens	14	35.90
Sharon Rose Kintrea	12	30.77
WRITE-IN	13	33.33
WRITE-IN	0	0.00
WRITE-IN	0	0.00
Mayor		
CITY OF ANTELOPE		
Vote For 1		
Timothy L Richardson	6	40.00
WRITE-IN	9	60.00
Council Seat #1		
CITY OF ANTELOPE		
Vote For 1		
NO CANDIDATE FILED		
WRITE-IN	10	100.00
Council Seat #2		
CITY OF ANTELOPE		
Vote For 1		
NO CANDIDATE FILED		
WRITE-IN	10	100.00
Council Seat #3		
CITY OF ANTELOPE		
Vote For 1		
Carolin Keller	1	12.50
WRITE-IN	7	87.50
Council Seat #4		
CITY OF ANTELOPE		
Vote For 1		
Elizabeth (Betty) Samul	13	92.86
WRITE-IN	1	7.14
Mayor		
CITY OF MAUPIN		
Vote For 1		
Karen E Dupuis	142	56.13
Dennis Ross	95	37.55
Joe Ringo	15	5.93
WRITE-IN	1	0.40

Wasco County, Oregon
General Election
November 6, 2012

	Total	Percent
Councilors		
CITY OF MAUPIN		
Vote For 3		
Suzanne Knapp	196	28.24
Frank Kay	154	22.19
Jon A Helquist	199	28.67
Thomas Lee Troutman	129	18.59
WRITE-IN	15	2.16
WRITE-IN	1	0.14
WRITE-IN	0	0.00
Mayor		
CITY OF MOSIER		
Vote For 1		
Andrea Rogers	121	89.63
WRITE-IN	14	10.37
Councilors		
CITY OF MOSIER		
Vote For 3		
Arlene Burns	119	41.61
Emily Reed	130	45.45
WRITE-IN	35	12.24
WRITE-IN	1	0.35
WRITE-IN	1	0.35
State Measure 77		
Vote For 1		
Yes	5,227	52.94
No	4,646	47.06
State Measure 78		
Vote For 1		
Yes	6,326	64.99
No	3,408	35.01
State Measure 79		
Vote For 1		
Yes	6,177	62.11
No	3,768	37.89
State Measure 80		
Vote For 1		
Yes	4,275	41.06
No	6,136	58.94
State Measure 81		
Vote For 1		
Yes	3,191	31.76
No	6,856	68.24

Wasco County, Oregon
General Election
November 6, 2012

	Total	Percent
State Measure 82		
Vote For 1		
Yes	3,455	33.47
No	6,868	66.53
State Measure 83		
Vote For 1		
Yes	3,606	34.90
No	6,725	65.10
State Measure 84		
Vote For 1		
Yes	5,109	50.09
No	5,090	49.91
State Measure 85		
Vote For 1		
Yes	5,753	56.52
No	4,425	43.48