

**WASCO COUNTY BOARD OF COMMISSIONERS**  
**REGULAR SESSION / AGENDA WEDNESDAY, JULY 15, 2015**  
**LOCATION: Wasco County Courthouse, Room #302**  
**511 Washington Street, The Dalles, OR 97058**

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

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

**NOTE:** With the exception of Public Hearings, the Agenda is subject to last minute changes; times are approximate – please arrive early. **Meetings are ADA accessible.** For special accommodations please contact the Commission Office in advance, (541) 506-2520. TDD 1-800-735-2900.

9:00 a.m.

**CALL TO ORDER**

*Items without a designated appointment may be rearranged to make the best use of time. Other matters may be discussed as deemed appropriate by the Board.*

- Corrections or Additions to the Agenda
- Administrative Officer - Tyler Stone: Comments
- [Discussion Items](#) (Items of general Commission discussion, not otherwise listed on the Agenda) [Audit 2015 Letter of Understanding](#)
- [Consent Agenda](#) (Items of a routine nature: minutes, documents, items previously discussed.) [Minutes: 6.17.2015 Regular Session, 6.25.2015 Special Session, 6.30.2015 Special Session](#)

9:30 a.m.      [Special Transportation Agreements](#) – Dan Schwanz

9:45 a.m.      [Interim Finance Director](#) – Tyler Stone

9:55 a.m.      [PUD – Museum Grant](#) – Trish Neal

10:05 a.m.      [VSO Quarterly Report](#) –Russell Jones

10:15 a.m.      [Proposed Ballot Measure](#) – Veterans Services Advisory Committee

10:30 a.m.      [Juvenile Services Update](#) – Molly Rogers

11:00 a.m.      [Executive Session](#) – Pursuant to ORS 192.660(2)(g)- Trade Negotiations

LUNCH BREAK

2:00 p.m.      [Executive Session](#) – Pursuant to ORS 192.660(2)(i) – Performance Evaluations of Public Officers & Employees

**NEW / OLD BUSINESS**  
**ADJOURN**

If necessary, an Executive Session may be held in accordance with: ORS 192.660(2)(a) – Employment of Public Officers, Employees & Agents, ORS 192.660(2)(b) – Discipline of Public Officers & Employees, ORS 192.660(2)(d) – Labor Negotiator Consultations, ORS 192.660(2)(e) – Real Property Transactions, ORS 192.660(2)(f) To consider information or records that are exempt by law from public inspection, ORS 192.660(2)(g) – Trade Negotiations, ORS 192.660(2)(h) - Conferring with Legal Counsel regarding litigation, ORS 192.660(2)(i) – Performance Evaluations of Public Officers & Employees, ORS 192.660(2)(j) – Public Investments, ORS 192.660(2)(m) –Security Programs, ORS 192.660(2)(n) – Labor Negotiations



WASCO COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION  
JULY 15, 2015

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

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

At 9:00 a.m. Chair Hege opened the Regular Session of the Board of Commissioners with the Pledge of Allegiance. Changes to the Agenda:

- Clerk's Appointment
- Remove Trade Negotiations Executive Session
- Move Employee Review Executive Session from 2:00 p.m. to 11:00 a.m.

**Public Comment**

Mike Bertrand of The Dalles said he has been researching giveaways to large corporations and presented the Board members with some handouts regarding that issue. He asked Chair Hege if he has received a response from Mr. Timmons' office. Chair Hege replied that they had not received the information but have it now and are reviewing it. He stated that County Counsel Kristen Campbell has offered to spend some time with Mr. Bertrand to discuss his issues regarding the non-disclosure agreement; she can also write a response but that will be delayed.

Mr. Bertrand stated that he would like to meet with her; brief discussion ensued regarding the logistics of such a meeting.

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Mr. Bertrand asked if the County is still operating under the old non-disclosure agreement. Chair Hege replied that is a question for County Counsel but the agreement does still exist.

Rodger Nichols, member of the Columbia River Gorge Commission (CRGC) Board of Directors, reported that the CRGC Search Committee met. The search committee has narrowed the field of applicants to three who will be interviewed in executive session on August 11, 2015. In addition, there will be a bi-state summit on September 11, 2015 to help people in Washington become familiar with what the CRGC does and to help support funding. He stated that Washington State has provided CRGC with a two-year grant of \$80,000 to hire a planner to address the backlog of applications.

Georgia Murray of The Dalles suggested that the Board look into Home Rule to give them more control; she said that the Board can place it directly on the ballot for a vote of the people. She said that there is a person in the Assessor's Office who is vicious. She described going to magistrate court after appealing to BOPTA. She reported that her husband, Richard, had requested an accommodation due to his health issues. The arrangement was made for them to attend the hearing via video. She explained that in the middle of the hearing she had to step in for Mr. Murray. She stated that she had looked at the documents provided by the Assessor's Office and found that the grid was much too small to read and she had cut it into columns and enlarged each so it could be read. She said she offered the enlarged copies to the Court. She stated the judge asked Ms. Lufkin of the Assessor's office if she was willing to have the enlarged documents entered into the record but Ms. Lufkin would not accept the documents. Ms. Murray noted that the Assessor was also present.

Chair Hege asked if it was the same document that had been entered by the Assessor's Office. Ms. Murray replied that it was, the only difference being that it had been enlarged. She reported that she had provided a copy of the enlarged document in advance so that Ms. Lufkin could see that it had not been altered outside of being enlarged. Ms. Murray went on to describe her experience in comparative market assessments for asset management companies and said she felt as though she had done a good job on her presentations and had provided a lot of supporting information.

Ms. Murray asked the Board if they didn't want people working for the County that are tax-payer-friendly; she asked why they have to be so mean spirited. She said that



she did not receive all the information used by the County to make their case so it is difficult to understand how they arrived at a value. She said that there are other people in that office with whom she gets along very well – they are civil and accommodating. Ms. Murray stated that she does not need to be liked but she wants to be respected; they are servants of the people and they need to be civil. She said that she believes Home Rule could make a difference.

Chair Hege thanked Ms. Murray for her comments and assured her that the Board would have a discussion with those involved.

#### **Discussion List – Auditors Letter of Understanding**

Ms. White explained that this letter outlines expectations for both the auditor and the County for the upcoming 2014-2015 fiscal year audit. The Board recently signed a three-year contract for Friend & Reagan to perform annual independent audits for the County.

**{{{Commissioner Kramer moved to approve the Friend & Reagan Letter of Understanding for the 2014-2015 fiscal year audit. Commissioner Runyon seconded the motion which passed unanimously.}}}**

#### **Discussion List – Appointing County Clerk**

Ms. White stated that the Board had recently conducted interviews of candidates for the position of Wasco County Clerk to complete the term of recently retired County Clerk Linda Brown. The Board had chosen to appoint the selected candidate to that position; this order formalizes that decision.

**{{{Commissioner Runyon moved to approve Order 15-064 appointing Lisa Gambee as Wasco County Clerk. Commissioner Kramer seconded the motion which passed unanimously.}}}**

Commissioner Runyon said that Ms. Gambee will be a great addition to the County; she has big shoes to fill but is up to the task.

#### **Consent Agenda – Minutes for 6.17.2015, 6.25.2015, & 6.30.2015**

**{{{Commissioner Kramer moved to approve the Consent Agenda. Commissioner Runyon seconded the motion which passed unanimously.}}}**



**Discussion List – Special Transportation Agreements**

Mid-Columbia Council of Governments (MCCOG) Transportation Director Dan Schwanz reported that there had been a routing issue which delayed the arrival of the contracts at the County; they should have been here in time to be in place with the start of the fiscal year. Ms. White explained that the county contact within the agreements is to be the staff member processing the funding; however that staff member within the County did not know to forward the contracts to the Commission Office when she received them. Ms. White reported that she is working with both County staff and the State office to work out a process that will help prevent this circumstance from occurring in the future.

Mr. Schwanz explained that the agreement with the State has been recurring for the past four years; the County receives the funds and distributes those funds to MCCOG with whom the County contracts to provide the services. The agreement with MCCOG is for the provision of services; it is a two-year contract.

Mr. Schwanz noted that the MCCOG Purchase of Services contract needs a couple of corrections. Page one will need the State 5310 Program Funds contract number inserted in the blank and page eight will need to have the language modified to more accurately identify the basis of compensation – rather than “Special Transportation Program” it should say “FTA Section 5310 Program.”

Ms. White explained that County Counsel had suggested two changes: (1) the Insurance Provisions in Exhibit C Sections C.3 and C.4 are no longer set amounts but are now tied to the limits prescribed by ORS 30.272. (2) Paragraph 18 now has more detail regarding what will happen in response to a change in funding levels. The new language is:

1. **Funds Available.** In the event the Board of Commissioners reduces, changes, eliminates, or otherwise modifies the funding for this contract, or if funding from federal, state or other sources is not obtained and continued at levels sufficient to allow for the reimbursements set forth in this Agreement, the County may terminate this contract in whole or in part, effective upon delivery of written notice to MCCOG, or at such later date as may be established by the County.

Ms. White reported that Mr. Schwanz has had the opportunity to review the changes and has accepted them.

**{{{Commissioner Runyon moved to approve the MCCOG IGA for the Wasco County Dial-a-Ride Operations effective July 1, 2015 with the changes presented by staff. Commissioner Kramer seconded the motion which passed unanimously.}}}**

Some discussion ensued regarding the dollar amounts listed in the two agreements. Mr. Schwanz explained that one agreement is not associated with the other; there is another agreement from the state for the 5310 funding that is associated with the Dial-a-Ride Operations – that contract should be forthcoming.

Mr. Schwanz stated that the State contract being considered today is funding generated by cigarette and non-highway fuel taxes – the State uses a formula to determine what portion of fuel sales are for non-highway uses such as lawnmowers. He said that there is also some State general fund contributions included in the funding. He noted that the funding has doubled over last year and is money that is used as a match for other grant funding. He said that it is pass-through funding; he has already notified the Wasco County Finance Department.

**{{{Commissioner Kramer moved to approve ODOT Public Transit Division Agreement #30580. Commissioner Runyon seconded the motion which passed unanimously.}}}**

Brief discussion ensued regarding the bids for the planned Transportation Center. Mr. Schwanz reported that the bids were very close; they have talked to a reference for one of the bidders; the Port of Hood River gave them an excellent review.

#### **Agenda Item – Interim Finance Director**

Ms. White reminded the Board that they had given Mr. Stone the authority to move forward with negotiations for a contract with Ms. Smith-Wagar to act as Interim Finance Director until a replacement for the Finance Director Monica Morris, whose last day was July 10, 2015, can be recruited. She said that Ms. Smith-Wagar has been a consultant for the County for the past few months assisting with the transition of duties from the Treasurer's Office to the Finance Office and so is already familiar with the County's systems and processes, some of which she helped to create. In addition, Ms. Smith-Wagar has already established a relationship with staff which will make the change less of a hurdle.



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Chair Hege asked if there is funding for this. Ms. White replied that she cannot answer that fully but observed that the County will not be paying wages to the Finance Director and there is also an open position in the Administrative Office which frees up funds that could be redirected.

**{{{Commissioner Kramer moved to approve the Professional Services Agreement for Interim Finance Director Services with Smith-Wagar Consulting. Commissioner Runyon seconded the motion which passed unanimously.}}}**

**Agenda Item – Museum PUD Grant**

Trish Neal, Museum Commission President, explained that they had an assessment done and the recommendations that came out of that were to add insulation, update the wiring and install a new heat pump. She said that the total price is \$17,000 but they are eligible for some rebates which will reduce the cost. The Museum has been awarded a Northern Wasco County PUD grant which will entirely fund the project.

Ms. Neal went on to say that the next step in the process is for Wasco County request that the grant funds be released so that the work may begin.

**\*\*\*The Board was in consensus to sign the letter requesting the release of the Northern Wasco County PUD grant funds to the Fort Dalles Museum for upgrades to the heating and cooling system at the Fort Dalles Museum.\*\*\***

Ms. Neal announced that they have received an \$11,000 grant from State Parks and Recreation to replace the roof on the granary and repair the chimney on the surgeon's quarters. The grant requires matching funds which the Museum Foundation has available along with a sizeable donation from Gary Meeker.

Ms. Neal reported that the Museum is doing quite well and aside from the part-time manager and volunteer coordinator, they are entirely staffed by volunteers. She added that revenues are up significantly.

Chair Hege asked if they were still hosting events at the Museum. Ms. Neal replied that they are still having concerts and that today they are hosting a Pioneer Camp with the Extension Service District. She said that the local signage along with the genealogy program have brought a lot of people through the door.

Commissioner Runyon commended the Museum Commission on the work they have



done. Ms. Neal thanked Commissioner Runyon for getting that change moving. She noted that they are still seeking to fill another Museum Commission position.

### **Commission Call**

Commissioner Runyon announced that NORCOR has a new Director – Bryan Brandenburg. He stated that Mr. Brandenburg’s mental health expertise will be an asset to the organization as the costs for mental health issues need to be curbed.

Commissioner Kramer announced that Wamic Grade is now under construction. He added that he met with a panel from State Parks and Recreation for the scenic bike path being proposed and stated that their response was favorable.

Commissioner Runyon said that there is an open house this Saturday in Dufur for their new fire hall. Commissioner Kramer encouraged people to come out and meet the volunteers.

Commissioner Runyon announced that he will be at Oregon Veterans Home Saturday morning with the Patriot Guard and encouraged people to attend and visit with residents. He added that OVH now has a cantina.

### **Agenda Item – VSO Quarterly Report**

Veterans Service Officer Russell Jones reviewed his report included in the Board Packet. He stated that by the end of the fiscal year there was \$766,000 in new funds coming in to Wasco County veterans as a direct result of work done at the Wasco County Veterans Service Office. He reported that the total in compensation and pension coming in to Wasco County veterans rose from \$7.3 million last year to \$8.69 million this year; additional moneys were also realized through medical benefits. The VSO has filed 149 new claims and 51 appeals. Decisions have been favorable at the rate of 67% with at least one thing granted through the claim or appeal; 45% of each of the individual claims were granted – the national average is 33%. The number of average daily contacts has risen from 15 to 17.5 over last year. The time between filing and receiving a decision has fallen from 12 months to 6.6 months – most of that can be attributed to increasing Patrick Wilbern from part-time to full-time in the office. Mr. Jones concluded by saying that the benefits coming into County veterans is nearly equal to the payroll of all the retail establishments in the County.

Commissioner Runyon said that the recent awards luncheon for the volunteers was very well done and a great way to get more volunteers. He asked about Volunteer

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Coordinator Jean Maxwell's state recognition. Mr. Jones replied that the bill was signed by the Governor which will officially allow all Veterans Service Offices to use volunteers. He stated that there is supposed to be a ceremonial signing but he has not heard when that will be.

Commissioner Runyon noted that the bill is modeled on what has been developed in Wasco County. Mr. Jones added that the Wasco County program has been acknowledged by both the State and the Oregon Veterans Administration and something amazing. He said that is remarkable considering that just two years ago ODVA was discouraging the use of volunteers altogether.

Mr. Jones said that with the accreditations held by himself and Mr. Wilbern, they feel that they can start representing veterans whose claims come before federal judges. He explained that heretofore those cases were handed off to staff in Portland who would have only about a week to become familiar with the case and prepare to appear before the judge on behalf of the veteran. He stated that he and Mr. Wilbern will be better able to represent Wasco County veterans whose cases escalate to that level as they will be familiar with all the details and circumstances of the claim. He reported that he and Mr. Wilbern have sat in on a few cases and spoken with the judge who supported their plan to represent Wasco County veterans. Mr. Jones said he thinks it will be a better service for local veterans.

Andretta Schellinger, Veterans Services Advisory Committee Secretary, announced that Home Fires Burning – an organization that supports veterans' families – is having a tea and auction September 17, 2015, in the Fireside Room of the Civic Auditorium.

<b>Agenda Item – Proposed Ballot Measure</b>
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Les Cochenour, Veterans Ad Hoc Committee Member, explained that his group had been asked to sponsor a proposed operating levy for the Veterans Service Office. He noted that Keith Mobley had assisted with the drafting of the resolution included in the Board Packet; Mr. Jones had helped with the numbers. He went on to say that the veterans of Wasco County would like to see a levy for the Veterans Service Office to better support local veterans. He said that the office has proven that they are a viable economic producer. He asked that the Board support this levy.

Mr. Mobley stated that he had contacted Tillamook County where they have done this successfully – their last veterans levy passed with 85% of the vote. They said they would help Wasco County to accomplish this.



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Ruby Mason, Veterans Advisory Committee member, said that she has witnessed what the VSO has been able to do but they are limited by their budget. The proposed levy amount is not a lot for each household and as Mr. Cochenour pointed out, it is an economic builder and makes for a better community. She said that she hopes the Board will support the levy.

Ms. Schellinger said that she is here on behalf of the Veterans Services Advisory Committee to recommend to the Board the inclusion of this levy on the 2015 November ballot. She said that the cost to the average household will be \$25 per year which is not a huge economic burden. She observed that the VSO has two full-time employees and twenty volunteers. In 2016, they will be down to one employee unless that second position is approved. She said that this levy would support that second position. She pointed out that that office has facilitated the addition of nearly \$10 million to the local economy which supports business. She said that the levy would come up for a vote to renew every five years.

Chair Hege asked if there are any issues with this idea. Mr. Jones replied that there is an issue of compression; the levy will not bring in any money in some areas. Chair Hege said that this has been discussed previously and a fair bit of research has been done.

Mr. Stone said that in 2011 the County looked at this and learned that what the levy would do is take the dollars from the County's taxing amount and send those to the veterans which would mean that the budget for other areas would have to be reduced. He noted that the County already has the authority to use general fund dollars for veterans services; during the budget process the County could choose to fund the two positions at the VSO. If a levy were passed, it would require the County to place a minimum amount of funding to the VSO.

Chair Hege asked if there is any way to stipulate that the levy funds be in addition to the County taxes. Mr. Stone replied that he does not know.

Mr. Jones stated that there is the option of doing a taxing district but veterans is not one of those groups allowed to form a district. He said that they are communicating with their state representative to see if that could change.

Mr. Cochenour observed that there is a very supportive Commission right now, but that can change. He reminded everyone that the County went through four or five



Veterans Service Officers in a short period of time.

Chair Hege said that if the levy were to pass and dedicate those funds to veterans, it will create a challenge for the General Fund. Mr. Cochenour asked if it would only come out of the General Fund and not reduce funds to other taxing entities. Chair Hege responded affirmatively.

Mr. Jones said that the ideal would be to form a taxing district which would be outside of the County tax rate but that would have to be approved through the State.

Chair Hege stated that a levy would definitely create a hole in the County budget and the Board would have to find a way to backfill. Commissioner Runyon said that that would have to be disclosed to voters if it were to be placed on the ballot.

Mr. Mobley asked if it would be helpful to see how Tillamook County handled this issue. Chair Hege replied that it would, saying that they need to have a better sense of how it plays out.

Commissioner Runyon asked what the timeline is for a decision. Ms. Schellinger stated that they can bring it back on August 5<sup>th</sup>; it would have to be submitted by August 14<sup>th</sup> to make it on the ballot.

Chair Hege said that he is not prepared to make a decision today. Mr. Stone said that he would work on it with Mr. Jones.

#### **Agenda Item – Juvenile Services Update**

Juvenile Services Director Molly Rogers said that one of her goals is to complete a thoughtful strategic plan. She reported that she talked to Chief Deputy Lane Magill and he helped to kick that off for the Juvenile Department. She stated that they had changed their mission statement about nine months ago – it is shorter and clearer: Enhancing community safety and reducing recidivism of youthful offenders. She reported that Youth Think Coordinator Debby Jones is central to the community safety piece and has been actively participating in the Juvenile Services staff meetings. She said that the strategic plan will help to identify how they will accomplish their mission – with partnerships, accountability, restoration of victims, valuing diversity, and developing skills for both the youths and their families. She said that for the first time they are starting to focus on families as partners.

Chair Hege asked what the previous mission statement had been. Ms. Rogers replied that it had these pieces but was much lengthier. She said that the entire staff worked to shorten the statement to make it something memorable. Chair Hege said that he likes the short and clear statement and asked what they would do with it now, suggesting that it might be posted where people can see it daily.

Ms. Rogers responded that there are two more goals to meet before the plan is completed and then it will be published. She said that the mission statement will probably be hanging in the office. She added that all of their policies will have to be filtered through their mission statement which will help cement it in the culture.

Ms. Rogers reviewed a Power Point presentation (attached) outlining their two remaining goals of technology and customer service. She stated that the technology is somewhat of a struggle but they are going to use it. She said that there is an app that can be used for check-ins with juveniles and will be great for kids with transportation challenges. She said that they also want to be able to get together with parents electronically. They are partnering with the IT department to move forward. They also want to work with NOROCR to incorporate technology for youthful offenders. She added that they are updating the website which is outdated; Scott Little is responsible for keeping a watch on that.

Ms. Rogers said that the second goal is customer service. She explained that their customers are basically everyone – kids, families, law enforcement, the County and the community. They want to enhance the customer experience. She reported that they had limited response to customer surveys but most of the responses they received were good.

Ms. Rogers went on to say that they also want to improve employee satisfaction; the challenge is determining a way to measure that in a small department. She stated that they will continue to have Monday morning staff meetings which are well attended. She said that the Oregon Youth Authority staff attends as well as the Youth Think Coordinator; the meetings are open-ended and cover policy, current events and anything else staff feels is important. The meetings are interactive.

Ms. Rogers reported that since July 1<sup>st</sup> they have had no citations for less than an ounce of marijuana although there was an uptick just before the new marijuana laws went into effect. It is still illegal for a minor to possess. She said that referrals were up for alcohol and substance abuse went down. She said neither change was statistically



significant.

Chair Hege asked if the increases have something to do with enforcement. Ms. Rogers replied that it can play a role, noting that it is obvious when a new officer is on board. She said that there are too many factors to pinpoint a cause and said that the most significant and meaningful number for them is the recidivism rate. She said that they need those numbers quarterly.

Chair Hege asked where they get the statistics. Ms. Rogers responded that they get data from the Juvenile Youth Authority at the State level. She added that when she had two secretaries they were able to gather that information; that expertise needs to be regained. She said that the general trend has been down over the last 15 years.

Ms. Rogers reported that at a recent conference they looked at performance and organizational auditing. She stated that she wants to get a team together to look at it and make sure they are performing effectively and efficiently with good decision making processes. She added that much of her staff has longevity and so training has stopped; their training needs to be refreshed for them to be up to date – they can employ technology to accomplish that.

#### **Department Director – County Assessor**

County Assessor/Tax Collector Jill Amery said that she would like to begin using a lockbox for tax processing. She stated that she had already spoken to Interim Finance Director Debbie Smith-Wagar and is working with her to make it a smooth process. She reported that she has a quote from the County's bank – it can take up to 60 days to implement so we should start sooner rather than later in order to have it in place for the upcoming tax season. She explained that the tax payments would go to a payment processing center in Portland where they would read and apply those payments; the County would get an uploaded file of those payments. This would mean that County staff would no longer have to physically process those payments in the office. She said that the cost would be \$12,000 annually. She added that Ms. Smith-Wagar's recommendation is to have it in place by November; it is not in the current budget.

Commissioner Runyon asked if a lot of other counties are using this. Ms. Amery replied that they do, both large and small counties. Ms. Smith-Wagar has worked with a couple of the counties that are using this process.



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Commissioner Runyon asked how this process differs from what is being done now. Ms. Amery reported that when tax payments begin coming in, everything in the office stops – there are 17,000 payments that go through manually. Commissioner Runyon asked about those people who want to pay in person and get a receipt. Ms. Amery replied that they would still be able to do that. She said that her goal is to make the payments more convenient, but if a citizen wants that in-person experience it will still be available to them.

Chair Hege asked how she would retrain citizens to use this new method. Ms. Amery explained that it will really not change for the citizen – those who use the return envelope will still do so, it will just go to the processing center rather than the County Assessor's Office.

Chair Hege asked what percent of taxpayers come in person. Ms. Amery said that she does not have that information but hopes to in the future – this system will help with that as well. She said she would like the Board's approval to continue to look into using this system for this tax year.

Commissioner Kramer said that he thinks it is a good idea and she should continue to look into it.

Commissioner Runyon stated that he would like to have some information as to what the savings will be. Ms. Amery noted that the charges are per piece.

Chair Hege said that he would like a bit more of an economic analysis. Ms. Amery said that it was on her long list to do that but Ms. Smith-Wagar would like to see this move forward for the upcoming tax season and there is probably not time to get that work done and have this in place by November.

Commissioner Kramer said that he thinks this will free up staff to continue to get caught up in other areas. Ms. Amery agreed saying that this will allow the training of new staff to continue with little interruption; it will buy some time but she cannot say how much.

Chair Hege asked if the County could require that all citizens use this process. Ms. Amery replied that she is not ready to take that step. Chair Hege said that he would like to flush this out a bit more.

Mr. Stone pointed out that if the County is going to do this, it needs to happen before

tax season. Ms. Amery said that agreements would need to be in place by September 1<sup>st</sup> in order to use the system for this tax season.

Chair Hege asked that she come back to the August 5<sup>th</sup> session with more information. Commissioner Runyon suggested that some of the counties already using the system may already have the data available.

Ms. Amery said that the GL download piece was completed successfully – this is the file transfer from tax to treasury. Mr. Stone noted that this was done manually before – this is good news.

#### **Agenda Item – Special Transportation Contracts Continued**

Mr. Schwanz returned with the third contract he referenced earlier for 5310 funding. This is the State contract that is in tandem with the MCCOG agreement presented earlier this morning. This contract number (30775) should be the number inserted on page one of the MCCOG contract.

Ms. White said that she would insert that number and bring ODOT Contract #30775 before the Board at the August 5<sup>th</sup> session. It cannot be considered today as it has not been reviewed by County Counsel.

#### **Agenda Item – Executive Session**

At 11:15 a.m. Chair Hege opened an executive session pursuant to ORS 192.660(2)(i) to review and evaluate the employment-related performance of the Chief Executive Officer of any public body, a public officer, employee or staff member who does not request an open hearing. He announced that all representatives of the news media and designated staff would be allowed to attend the executive session. All other members of the audience were asked to leave the room. Representatives of the news media were specifically directed not to report on any of the deliberations during the executive session, except to state the general subject of the session as previously announced. He explained that no decision would be made in executive session and at the end of the executive session, the Board would return to open session and welcome the audience back into the room.

#### **Department Director – County Assessor Request Continued**

At 2:06 p.m. Chair Hege returned the meeting to an open session. Commissioner



Runyon said that he would like to reconsider the proposal made by Ms. Amery.

Mr. Stone said that the lockbox process will change the address on the return envelope provided to citizens with their tax statements; those envelopes will be addressed to the processing center with a return address to the County. The lock box facility will process the payments and send them to the County electronically; currently the County opens the payments and enters them manually.

Commissioner Runyon asked Mr. Stone if he feels there is enough information to move forward with the lock box.

Mr. Stone replied that he believes there is enough information and that it will create efficiencies in both Tax and Treasury. He said that it is not a long-term contract; the County can evaluate the system at the end of the tax season.

**{{{Commissioner Runyon moved to direct the County Assessor to move forward with her plan to engage a lock box facility to process tax payments for the 2015/2016 fiscal year. Chair Hege suggested that direction be given to the Administrative Officer to go forward with it as he sees fit. Commissioner Runyon so amended his motion. Commissioner Kramer seconded the motion which passed unanimously.}}}**

Commissioner Runyon said that in the future, he would like for the Board to have information earlier to allow for the Board to have time to explore and review.

Chair Hege adjourned the meeting at 2:10 p.m.

#### **Motions Passed**

- **To approve the Friend & Reagan Letter of Understanding for the 2014-2015 fiscal year audit.**
- **To approve Order 15-064 appointing Lisa Gambie as Wasco County Clerk.**
- **To approve the Consent Agenda – 6.17.2015, 6.25.2015 & 6.30.2015 minutes.**
- **To approve the MCCOG IGA for the Wasco County Dial-a-Ride Operations effective July 1, 2015 with the changes presented by staff.**
- **To approve ODOT Public Transit Division Agreement #30580.**
- **To approve the Professional Services Agreement for Interim Finance Director Services with Smith-Wagar Consulting.**



- To direct the County Assessor to move forward with her plan to engage a lock box facility to process tax payments for the 2015/2016 fiscal year. Chair Hege suggested that direction be given to the Administrative Officer to go forward with it as he sees fit. Commissioner Runyon so amended his motion.

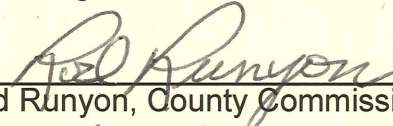
Consensus

- To sign the letter requesting the release of the Northern Wasco County PUD grant funds to the Fort Dalles Museum for upgrades to the heating and cooling system at the Fort Dalles Museum.

WASCO COUNTY BOARD  
OF COMMISSIONERS



\_\_\_\_\_  
Scott Hege, Commission Chair



\_\_\_\_\_  
Rod Runyon, County Commissioner



\_\_\_\_\_  
Steve Kramer, County Commissioner

**WASCO COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION  
JULY 15, 2015**

**DISCUSSION LIST**

**ACTION AND DISCUSSION ITEMS:**

1. [Friend & Reagan 2015 Letter of Understanding](#)



**Discussion Item**  
**Audit Letter of Understanding**

- [Cover Letter](#)
- [Friend & Reagan 2015 Letter of Understanding](#)



**FRIEND & REAGAN, P.C.**  
Certified Public Accountants

305 E. Fifth Street  
The Dalles, OR 97058  
phone [541] 296.2000  
fax [541] 296.5636  
www.friendreagan.com

June 08, 2015

To the County Commissioners  
Wasco County, Oregon

We are engaged to audit the financial statements of the governmental activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of Wasco County for the year ended June 30, 2015. Professional standards require that we provide you with the following information related to our audit. We would also appreciate the opportunity to meet with you to discuss this information further since a two-way dialogue can provide valuable information for the audit process.

Our Responsibility under U.S. Generally Accepted Auditing Standards

- 1) Our responsibility is to plan and perform the audit to obtain reasonable, but not absolute, assurance that the financial statements are free of material misstatement.
- 2) As part of our audit, we will consider the internal control of Wasco County. Such considerations will be solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.
- 3) We are responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures specifically to identify such matters.

As stated in our engagement letter dated June 08, 2015, our responsibility, as described by professional standards, is to express opinions about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your responsibilities.

Generally accepted accounting principles provide for certain required supplementary information (RSI) to supplement the basic financial statements. Our responsibility with respect to management's discussion and analysis and the schedule of funding progress, which supplements the basic financial statements, is to apply certain limited procedures in accordance with generally accepted auditing standards. However, the RSI will not be audited and, because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance, we will not express an opinion or provide any assurance on the RSI.

We have been engaged to report on the schedule of expenditures of federal awards, the combining and individual nonmajor fund financial statements, schedule of accountability of elected officials, and the schedule of property tax transactions, which accompany the financial statements but are not RSI. Our responsibility for this supplementary information, as described by professional standards, is to evaluate the presentation of the supplementary information in relation to the financial statements as a whole and to report on whether the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

We have not been engaged to report on the introductory section and the schedule of insurance in force, which accompany the financial statements but are not RSI. Our responsibility with respect to this other information in documents containing the audited financial statements and auditor's report does not extend beyond the financial information identified in the report. We have no responsibility for determining whether this other information is properly stated. This other information will not be audited and we will not express an opinion or provide any assurance on it.

Planned Scope, Timing of the Audit, and Other

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested.



Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Material misstatements may result from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. We will generally communicate our significant findings at the conclusion of the audit. However, some matters could be communicated sooner, particularly if significant difficulties are encountered during the audit where assistance is needed to overcome the difficulties or if the difficulties may lead to a modified opinion. We will also communicate any internal control related matters that are required to be communicated under professional standards.

We expect to begin our audit in September and issue our report no later than December 31, 2015. Carol D. Friend is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

This information is intended solely for the use of the board of commissioners and management of Wasco County and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,



Friend & Reagan, P.C.



**FRIEND & REAGAN, P.C.**  
Certified Public Accountants

305 E. Fifth Street  
The Dalles, OR 97058  
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June 08, 2015

Wasco County, Oregon  
511 Washington St. Rm 201  
The Dalles, OR 97058

We are pleased to confirm our understanding of the services we are to provide Wasco County for the year ended June 30, 2015. We will audit the financial statements of the governmental activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of Wasco County as of and for the year ended June 30, 2015. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Wasco County's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Wasco County's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Schedule of Funding Progress: Other Postemployment Benefits – Healthcare Benefits

We have also been engaged to report on supplementary information other than RSI that accompanies Wasco County's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Schedule of Expenditures of Federal Awards
- 2) Combining and Individual Nonmajor Fund Financial Statements
- 3) Schedule of Accountability of Elected Officials
- 4) Schedule of Property Tax Transactions

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

- 1) Introductory Section
- 2) Schedule of Insurance in Force

#### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report



on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The OMB Circular A-133 report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Board of Commissioners of Wasco County. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

#### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain

other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

#### **Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and OMB Circular A-133.

#### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Wasco County's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Wasco County's major programs. The purpose of these procedures will be to express an opinion on Wasco County's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

#### **Other Services**

We will also assist in preparing the financial statements, adjusting journal entries, depreciation schedule, schedule of expenditures of federal awards, and related notes of Wasco County in conformity with U.S. generally accepted accounting principles and OMB Circular A-133 based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

#### **Management Responsibilities**

Management is responsible for (1) establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all



accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review on June 30, 2015.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with OMB Circular A-133. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to [include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with OMB Circular A-133; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with OMB Circular A-133; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements,

performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

#### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

We will provide copies of our reports to County; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Friend & Reagan, P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Friend & Reagan, P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit in September and to issue our reports no later than December 31, 2015. Carol D. Friend is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be in accordance with our contract dated February 18, 2015. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The contract fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to Wasco County and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.



6

Very truly yours,



Friend & Reagan, P.C.

RESPONSE:

This letter correctly sets forth the understanding of Wasco County.

Management signature: \_\_\_\_\_

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

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

Governance signature: \_\_\_\_\_

Title: Scott C. Hege, Chair Wasco County Board of Commissioners

Date: July 1, 2015

APPROVED AS TO FORM:

\_\_\_\_\_  
Kristen Campbell

Wasco County Counsel

**WASCO COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION  
JULY 15, 2015**

**CONSENT AGENDA**

1. [Minutes](#)
  - a. [6.17.2015 Regular Session](#)
  - b. [6.25.2015 Special Session](#)
  - c. [6.30.2015 Special Session](#)





WASCO COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION  
JUNE 17, 2015

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

At 9:00 a.m. Chair Hege opened the Regular Session of the Board of Commissioners with the Pledge of Allegiance. Changes to the Agenda:

- Cancel Afternoon Work Session
- Cancel Executive Session

**Discussion Item – GIS Contracts**

Interim Information Systems Director Paul Ferguson explained that these are annual contracts with partners. He said that the contracts are standard and there are no changes from last year.

Commissioner Runyon asked who the biggest user is. Mr. Ferguson replied that all four partners use the service but the City of The Dalles is probably the biggest user – they have a GIS staffer who accesses the data. Commissioner Runyon asked if they all pay a flat fee for the service. Mr. Ferguson responded affirmatively adding that the City of The Dalles is looking for some additional system use that is outside the scope of this contract and is being negotiated in a separate fee agreement.

WASCO COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION  
JUNE 17, 2015  
PAGE 2

Chair Hege asked about the LIDAR data that the County contracted for; will the partners have access to that information? Mr. Ferguson said that partner access was part of the LIDAR agreement; however, that information has been delayed at the State level due to some system issues in accepting the data. He reported that it is being reconfigured and he expects to have the data in October.

Chair Hege noted that the Sherman County contract fee is different than the rest. Mr. Ferguson stated that it is based on their recording fee schedule. Chair Hege asked about how much that is historically. Mr. Ferguson said he would have to look but thinks it is around \$5,000 – they are a very light user.

**{{{Commissioner Runyon moved to approve the Intergovernmental Agreement between Wasco-County and Mid-Columbia Fire and Rescue for G.I.S. services. Commissioner Kramer seconded the motion which passed unanimously.}}}**

**{{{Commissioner Kramer moved to approve the Intergovernmental Agreement between Wasco-County and Northern Wasco County Public Utility District for G.I.S. services. Commissioner Runyon seconded the motion which passed unanimously.}}}**

**{{{Commissioner Runyon moved to approve the Intergovernmental Agreement between Wasco-County and Sherman County for G.I.S. services. Commissioner Kramer seconded the motion which passed unanimously.}}}**

**{{{Commissioner Kramer moved to approve the Intergovernmental Agreement between Wasco-County and City of The Dalles for G.I.S. services. Commissioner Runyon seconded the motion which passed unanimously.}}}**

<b>Discussion Item – Helion Contract</b>
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County Clerk Linda Brown explained that this is a contract for software that will allow a third party outside of Helion to act as a submitter for recording. As an example, she said that an out-of-state bank that needs to record a deed in Wasco County currently has to overnight the documents to the Clerk's Office for recording. This system will allow them to submit electronically in minutes. She explained that Helion will charge the third party company for use of the system; there will be no cost to the County and recording fees will be deposited electronically no later than 6:00 p.m. the same day. She

WASCO COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION  
JUNE 17, 2015  
PAGE 3

said it should reduce the Recording Clerk's time spent for these transactions by 10-15%.

Commissioner Runyon asked if local companies would be able to use the system. Ms. Brown replied that they would have to contract with Simple File to submit through Helion. She said that it is not available for the general public. She stated that this is a win-win for everyone.

Chair Hege observed that this won't make more money for the County but it will be more efficient and the County will not lose any money.

**{{{Commissioner Kramer moved to approve the Personal Services Contract between Wasco County and Helion Software, Inc. Commissioner Runyon seconded the motion which passed unanimously.}}}**

**Discussion Item – Child Support Services Contract**

Ms. White explained that the District Attorney is unable to attend today's session but had explained that this is the same contract the County has seen for 16 years. There is nothing new or unusual in the contract.

Chair Hege noted that the language for payment says "no greater than actual costs," which sounds like a reimbursement agreement. He questioned the general funding, dollar for dollar match. Commissioner Kramer pointed to a section that stated the match comes from the Department of Justice.

**{{{Commissioner Kramer moved to approve Department of Justice Cooperative Agreement #15441 for Child Support Services. Commissioner Runyon seconded the motion which passed unanimously.}}}**

**Discussion Item – Medical Examiner Agreement**

Commissioner Runyon noted that the District Attorney has a line item for this expense. He said that he assumes that if the costs exceed the budgeted amount they will come to the Board to request a Contingency transfer.

North Center Public Health Director Teri Thalhofer said she does not think the County increased the budget for this line item. She reported that they have been



WASCO COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION  
JUNE 17, 2015  
PAGE 4

looking for someone else to fill this role but have had no takers. Commissioner Kramer said he thinks the budget for this is \$9,000. Chair Hege pointed out that you cannot know what will be needed.

**{{{Commissioner Runyon moved to approve the Medical Examiner Services Agreement between Wasco County and North Central Public Health District. Commissioner Kramer seconded the motion which passed unanimously.}}}**

**Discussion Item – Library Service District Appointment**

District Librarian Jeff Wavrunek said he is deferring to Maupin's judgement for this appointment; he will be meeting Ms. Jones later today. He reported that Mary Beechler is retiring from the Board – she, Maupin's Mayor and Maupin's Librarian all feel that Ms. Jones is the best candidate.

**{{{Commissioner Kramer moved to approve Order #15-054 appointing Carol Jones to the Wasco County Library Service District Board of Directors. Commissioner Runyon seconded the motion which passed unanimously.}}}**

**Discussion Item – Designating a Newspaper for Tax Foreclosures**

Ms. White explained that statute requires the Board to annually designate a newspaper for the publication of the annual tax foreclosure list; The Dalles Chronicle is the only daily paper in the County and is therefore the paper designated for the publication.

**{{{Commissioner Runyon moved to approve Order #15-053 designating The Dalles Chronicle for the publication of the annual tax foreclosure list. Commissioner Kramer seconded the motion which passed unanimously.}}}**

**Discussion Item – MAP Funding**

Commissioner Kramer explained that this comes from the Marine Board and is for the 2015-2016 season. He reported that he has a personal guarantee for the matching funds and recommends that the County apply for this grant. He added that it is already in the budget as pass-through funds and the Finance Director is aware of it. He stated that these funds will open the restroom facility on the south side of Pine Hollow Reservoir.

Chair Hege observed that the attachment outlines what needs to be done and asked if the work will cover all that is listed. Commissioner Kramer replied that it will.

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**{{{Commissioner Kramer moved to approve the Wasco County Allocation Certification Maintenance Assistance Program 2015-2016. Commissioner Runyon seconded the motion which passed unanimously.}}}**

Commissioner Runyon asked if it is known who will be implementing the contract. Commissioner Kramer replied that the man who has done it in the past has agreed to take care of it again this year. He said he is searching for a lead agency but does not have anything solid at this time.

**Discussion Item – John Day Core Team Representative**

Commissioner Runyon reported that Wheeler County Judge Patrick Perry has volunteered to represent our area on the John Day Core Team. Chair Hege said that this is much like the Deschutes Management Group. He said that unless one of the Wasco County Commissioners wants to serve on the team, the Board can designate Judge Perry as their representative.

Commissioner Kramer stated that he thinks Judge Perry will be a good representative. Chair Hege agreed.

**{{{Commissioner Kramer moved to designate Judge Patrick Perry to represent Wasco County on the John Day Core Team. Commissioner Runyon seconded the motion which passed unanimously.}}}**

**Agenda Item – Creating Sanctuary**

Trudy Townsend, Assistant to the North Wasco County School District Superintendent and Faculty Member at the Sanctuary Institute, explained that she is here to share what she has been doing for the last several years. She reported that in 2008 the District received the Safe Schools Healthy Student federal grant for \$3 million dollars over five years. The grant required participation from a broad group of high level leaders. She reviewed the information in her visual presentation (included in the Board Packet).

Ms. Townsend pointed out that organizations and communities are like people and vulnerable to chronic stress – it impacts the organization in the same ways it impacts individuals. Overwork and turnover of leadership change the way an organization

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behaves and those changes can get rooted in the culture – if the staff feels unsafe then the organization becomes unsafe.

Ms. Townsend said that the goal is to establish sanctuary in the Gorge with a training consortium to sustain and grow trauma informed care throughout the communities. They want a shared funding model; some will buy-in believing in the outcomes and others will be looking for training. They want to give the general population resiliency skills which will create community resiliency.

<b>Agenda Item – Annual Insurance Report</b>
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The County Insurance Agent, Mike Courtney, reviewed the policy coverages and pricing (included in the Board Packet) for the new fiscal year. He reminded the Board that at the last meeting Commissioner Runyon had asked if the amount of crime insurance coverage was adequate. Mr. Courtney reported that he had done some research and found that CIS purchases group crime coverage; it will be less expensive and offer more coverage. He noted that you cannot know how much is enough – how much do you think someone can steal before getting caught? He said that in the 47 years he has been representing the County, no one has stolen significantly from Wasco County.

Mr. Courtney went on to review the policies noting that there are properties not included in the policy – if there is less than \$50,000 in potential loss, it is not insured as it is pointless in an organization of this size. He noted that some claims submitted in this fiscal year have caused some increases – a law suit that he expects to be dismissed, a snow plow incident at the Fair Grounds, and a sewer pipe rupture, vandalism at the Courthouse. He added that there are also some reductions in the premiums as a result of the excellent culture of safety. He added that the County always takes advantage of the prepay discount offered by the insurers. He said that he is asking the Board to approve the policies.

Commissioner Runyon stated that the packet is very thorough and thanked Mr. Courtney for his work.

Chair Hege asked what the grey bar represents in the graph. Mr. Courtney explained that it is open reserves that are being held to address current public litigation. Chair Hege asked about the high risk activity included in the CIS policy. Mr. Courtney



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explained that it was included starting last year to cover the demolition derby held during the fair. Chair Hege noted that \$1,000 for a 3 hour event seems high. Mr. Courtney said that the Board may have to decide if the event is worth the expense.

**{{{Commissioner Kramer moved to approve the CIS and SAIF insurance policies as recommended by County Insurance Agent Mike Courtney. Commissioner Runyon seconded the motion which passed unanimously.}}}**

**Public Comment**

Rodger Nichols, Wasco County representative to the Columbia River Gorge Commission, reported that one item in a law suit involving CRGC had been remanded to consider a change in wording. He said at his suggestion, they have given the Tribes 90 days to comment before they rescind the wording. He added that the CRGC Board is beginning their search for a new Executive Director.

**Consent Agenda – Reappointments, Minutes: 6.3.2015 & 6.4.2014**

Ms. White explained that all the orders on the consent agenda are for people being reappointed to positions on various boards and committees; all the entities have recommended the reappointments and all the people have agreed to their reappointments. She added that applications were submitted and reviewed by the Board for the original appointments.

**{{{Commissioner Runyon moved to approve the consent agenda. Commissioner Kramer seconded the motion which passed unanimously.}}}**

**Agenda Item – Budget Hearing**

At 10:30 a.m. Chair Hege opened a hearing for the adoption of the Wasco County 2015-2016 Fiscal Year Budget.

Finance Director Monica Morris said that she is presenting the resolution for the 2015-2016 Wasco County Budget and asking for the Board's approval. She reported that changes made at the Budget Committee meeting total an increase to the budget of \$25,000. She stated that one change was recognition of her oversight of not including intended work at the Public Works building and the other is a 2.5% increase to the elected officials' salary which reduced contingency by \$9,000.

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She said other changes were minor corrections of discovered errors. She noted that the IT website is budgeted this year but will not start this year. She reported that last year's budget was short due to changes made in the new Planning and Public Works Directors' salaries however there will be new staff added to Planning and it is unknown what part of the year they will be working – that will depend on how long it takes to hire people for the positions. She said that Public Works has asked to include special revenue funds for GPS and Land Corner but expect to have revenue to offset those costs as they are going to be selling some equipment that they have not used for quite some time. She said that the Fair Board has also requested special reserve funds to hire a half-time manager for next year. She said that all of these changes are in the budget.

PUBLIC COMMENT

Ms. Thalhofer read a letter (attached) from Fred Schubert in support of NCPHD's request to release the remaining \$32,000 in funding in the current budget for Public Health. She went on to say that the leadership team's proposal to implement the reduction in the current budget would be to lay off two positions and reduce the walk-in services at the clinic. They see no alternative to that.

Maria Elena Castro, State Rural & Migrant Health Coordinator, read a letter (attached) into the record in support of the work done by NCPHD and its critical role within the Hispanic and Latino communities.

Deputy Public Health Officer Dr. Vern Harpole said he has been with NCPHD for six years and outlined his history with Public Health throughout his career saying he is not just a bleeding heart doctor but has run clinics with large budgets and worked with clinics that are not fiscally responsible. He said that the NCPHD staff is underpaid by about half and will have to lay off staff due to the budget reduction. He said that it is disappointing and he would like the Board to reconsider.

Courtney Gallant, Health Development Coordinator at Haven, read a letter into the record.

“Haven and NCPHD have been in partnership with each other since 2009. Our partnership was established in response to nationwide research showing that domestic and sexual violence have adverse effects on survivor health and a health care response

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to domestic and sexual violence is necessary in improving the lives of survivors. More specifically, the connection between domestic and sexual violence and poor reproductive health outcomes has been documented for years. Current data reports that 24.8% or 1/4 of all women experience domestic or sexual violence at some point in their lives. However, in many family planning and reproductive health clinics the number of survivors is raised to over half of all patients or 53% of patients in public health clinics.

Domestic violence increases the risk for unintended pregnancies by 32% and domestic violence victims are four times more likely to be infected with HIV. More so, the overall cost of domestic and sexual violence exceeds \$5.8 billion a year and over 70% of that amount is for direct medical care costs, while health care responses to domestic and sexual violence, like the partnership that Haven and NCPHD currently have, have been shown to reduce these costs by over 20%.

While I can continue listing the adverse health effect of domestic violence on survivors and the cost to our community, I wanted to point out that NCPHD's family planning clinic treats patients, including survivors, for all of the negative health outcomes I listed a moment ago. Local data reports that NCPHD family planning services prevent 174 unintended pregnancies annually. The Public Health District's clinic serves walk-in patients who otherwise face a 4-6 week wait time to be seen by their primary health care provider and for survivors, waiting is not an option. Time is the difference between life and death, between safe and affordable contraception and unwanted pregnancy, between safety from HIV infection and eventual death from AIDS. The partnership Haven and NCPHD have developed over the past six years is because of the work both organizations do at the front lines of improving health outcomes for vulnerable populations. With the proposed cuts to the budget, the District would have to reduce walk-in hours to just one day a week for a population of over 29,000 residents and restrict family planning services to appointment only. This will dramatically reduce access to health services for victims of domestic and sexual violence and keeping in mind the facts I stated before, will likely result in an increased amount of sexually transmitted infection and unintended pregnancies in our small counties in the coming years."

Widge Johnson said she has been following the meetings. She said the County is spending money for COLA and other things and she thinks that Public Health is vital



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to the community. She pointed out that they are also working with other counties and we will be leaving them in the lurch. She said that since the County has someone they trust helping to work through a transition, she thinks the County should support NCPHD now while waiting for that process to conclude.

Chair Hege asked if there was any further public comment; there being none, he closed the public comment portion of the hearing and declared the Board to be in deliberations.

Commissioner Runyon said he heard the word “cut.” He said that there was the NCPHD budget and the County budget – the County did not cut their budget for NCPHD.

Ms. Thalhoffer stated last year the proposed Wasco County budget for Public Health was \$314,000; the NCPHD ask was \$376,000. She said that \$344,000 was approved with an additional \$32,000 available if the NCPHD revenue did not come in. She said that at the NCPHD budget hearing which occurred after Wasco County adopted their budget, both Commissioner Kramer and Ms. Morris were asked if \$376,000 was the number to be kept in the budget that NCPHD should budget as Wasco County’s contribution to Public Health. She stated that both of them assured the Board that that was the contribution NCPHD could count on from Wasco County. She said that what is proposed this year is a current service level budget which represents a 5% increase to each of the three counties because of PERS, insurance and some other administrative costs; expenses that were unexpected. She said those increases have brought the number up to \$395,000; she said \$318,000 is an \$80,000 reduction to their current service level budget.

Chair Hege said to be clear, at the budget meeting held this year, for the 2015-2016 budget year, there was a discussion about Public Health funding. What that Committee decided to do and what is proposed here is essentially adopt and proceed with a \$314,000 contribution with the caveat, which is an open caveat, which we specifically discussed. We will see and are open to a change in that, moving money from our contingency, when we get to that point. He went on to say, that from his standpoint, the County is just in the beginning of a process to really going through the issue of public health to determine the best and most effective way to deliver Public Health. He said the hope is that it will be done by the end of the calendar year, at which time we

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could evaluate and decide to change the budget for the contribution we make to Public Health. He said that it obviously doesn't help today in terms of budgeting – if you have to budget today it presents a challenging situation – the County understands that. However, that is what the Budget Committee decided to do. We are going through a process – he wants to better understand Public Health and what we are going to do and how we are going to do it going forward. As soon as we get to that point, he thinks we will have a better understanding of what Public Health is going to be, how much it is going to be and how we are going to fund that.

Chair Hege went on to say that he appreciates the comments and knows the concerns but this does not mean that Wasco County is not going to fund Public Health – that decision will be made down the road.

Ms. Thalofer said she wants to be clear, layoffs will happen this afternoon if Wasco County budgets \$314,000 for Public Health; that is the direction from the Board of Health.

Chair Hege responded that he is not on the Board of Health and so he does not know that but that is a choice that the Public Health District is making; it is not a choice that Wasco County is making. He reminded her that he has stated this is an open book and the Board will consider this as they move through the process and encourages NCPHD's participation as we go through this process. He said he thinks it will be a good learning experience for everyone. He said that is the direction Wasco County is headed.

**{{{Commissioner Kramer moved to approve Resolution #15-006 in the matter of the fiscal year 2015-2016 budget, tax levy and appropriations. Commissioner Runyon seconded the motion which passed unanimously.}}}**

Chair Hege closed the hearing at 10:25 a.m.

<b>Agenda Item – Budget Adjustment</b>
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Ms. Morris said that she has reviewed the current fiscal year budget and talked with department directors and expects to have more budget adjustments before the end of the fiscal year. She explained that today's adjustment is a transfer from contingency to legal services for costs which have exceeded the current budget.



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**{{{Commissioner Runyon moved to approve Order #15-059 in the matter of transferring \$60,000 from General Fund Contingency to Labor/Legal Counsel. Commissioner Kramer seconded the motion which passed unanimously.}}}**

**Discussion Item – Freeze Damage Update**

Extension Service District Horticulturist Lynn Long and USDA Farm Service Agency Executive Director Kevin MacIntyre appeared before the Board to offer an update on the November freeze damage to the local cherry growers.

Mr. MacIntyre reported that the drought declaration made by Wasco County was followed by both a State and Federal declaration which will make loans available to agricultural producers in the County.

Mr. Long said that he has seen a lot of dead trees resulting from the November, 2014 freeze. He said that those losses seem to be limited to certain areas where the temperatures were lowest; many of the trees are proving to be resilient. He stated that although they are getting a larger crop than they were expecting it is significantly smaller than last year's crop. He reported that the fruit quality of the early developers is very good. He added that the recent 100° temperatures have stressed the Bing cherries which will be smaller as a result. He added that the late developing varieties are okay as long as there is not another heat wave and no rain. He noted that the heat damage is exacerbated by the damage already sustained from the freeze.

Mr. MacIntyre agreed saying that some of the trees that were just hanging on after the freeze were pushed over the edge by the heat. He reported that he has had over 700 applications for tree replacement; in an average year he gets seven or eight.

**Agenda Item – Emergency Operations Plan**

Emergency Manager Kristy Beachamp stated that the EOP is due for an update; that work has been done. She reported that the updates were minor - to include the emergency alert system and some housekeeping corrections. The updates are outlined in the memo included in the Board Packet.

Chair Hege stated that this is important as without it the County would not be eligible for some grant funding. Ms. Beachamp concurred.

Commissioner Runyon noted that Maupin had had some problems and questions

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regarding their own emergency plan but they are going to work from Wasco County's plan. Ms. Beachamp replied that the City of the Dalles maintains its own Emergency Operations Plan but all the other municipalities in the County use the County's plan. Commissioner Runyon asked if the cities communicate to her any special needs they may have. Ms. Beachamp responded affirmatively saying that the cities need to maintain their special plans and training.

**{{{Commissioner Runyon moved to adopt the revised Wasco County Emergency Operations Plan. Commissioner Kramer seconded the motion which passed unanimously.}}}**

**Agenda Item – MCEDD IGA & Appointment**

MCEDD Project Manager Carrie Pipinich said that this is an updated IGA for EDC staffing and is similar to last year with the same level of funding and a similar level of service.

**{{{Commissioner Kramer moved to approve the Intergovernmental Agreement between Wasco County and Mid-Columbia Economic Development District. Commissioner Runyon seconded the motion which passed unanimously.}}}**

Ms. Pipinich said that MCEDD received a request from the City of The Dalles to replace Dan Durow who is stepping down with Daniel Hunter who will be their Project Developer.

**{{{Commissioner Runyon moved to approve Order #15-058 appointing Daniel Hunter to complete the term of Dan Durow, Position #5, on the Wasco County Economic Development District. Commissioner Kramer seconded the motion which passed unanimously.}}}**

**Agenda Item – NCPHD Funding Request**

Ms. Thalofer noted that there is a lot of information included in the Board Packet in support of their request. She noted that there is over \$36,000 in anticipated revenue that did not materialize. She and NCPHD Business Manager Kathi Hall reviewed the documents included in the packet.

Chair Hege asked why WIC under the revenue listing is less. Ms. Hall replied that when she does a quarterly progress report she will demonstrate that a lot of that is

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administrative costs. Ms. Thalhofer said that historically they used general funds for administrative costs and program funds for programs; however, when they were no longer a department, they had to cost out each program. Chair Hege asked if there was a change in funding. Ms. Thalhofer replied that there was not a change in funding.

Ms. Thalhofer said that there have been changes in the funding stream for family planning as a result of the Affordable Care Act as women became eligible for primary care. She said that those women on OHP can still come to Public Health but OHP pays at a lower rate than C-Care paid. In addition, more women are seeing a primary care physician which reduces revenues to Public Health.

Chair Hege asked if the programs that are in the black are expected to remain so. Ms. Hall replied that not all will remain in the black. Chair Hege asked what the response would be. Ms. Hall said they will use beginning fund balance.

Commissioner Runyon asked if this request is for the current year budget. Ms. Thalhofer replied that it is.

Chair Hege noted that the federal funding has declined the most. Ms. Hall agreed saying that the federal match funds have changed. Chair Hege asked what programs were supported by that. Ms. Thalhofer replied that it was for family planning. Chair Hege noted that the State funding for that has increased. Ms. Hall stated that that is an anomaly. Ms. Thalhofer noted that Oregon is 47 in the nation in their contribution to Public Health.

Commissioner Runyon asked where the money would come from. Chair Hege replied that it would probably have to come from Contingency. Ms. Morris said that there are two options – it can be taken from Contingency or another line item in Materials and Services.

Chip Wood said that he was on the Budget Committee last year and that Commissioner Kramer made the motion to fund Public Health at \$376,000, giving them \$344,000 initially; they would have to prove the need for the remaining \$32,000. He said that the Committee approved \$376,000 as a line item.

Ms. Morris said that she does not agree with that statement. She said that the line item



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was \$344,000 and the agreement that was discussed was that if NCPHD needed more than that they would appeal to the Board of County Commissioners for additional funding. She said that Commissioner Smith felt that \$32,000 is what they would need. Chair Hege agreed that the additional \$32,000 was discussed but was not in the budget.

Commissioner Kramer said that the funds did not come in and that is the agreement that was made.

**Commissioner Kramer moved to approve the North Central Public Health District's request for an additional \$32,000 in funding for the 2014-2015 Fiscal Year. Commissioner Runyon seconded the motion which passed unanimously.}}**

Commissioner Kramer referred to the letter submitted on behalf of Fred Schubert earlier in the meeting. He said that he agrees with the last paragraph of that letter in that the governance issues at NCPHD need to be resolved. He noted that at the last meeting he brought forward an issue of which he believed the Board of Health needed to be made aware. He reported that a Sherman County representative on the Board has responded by saying that he did not care about what is going on in Wasco County. Commissioner Kramer observed that if the NCPHD Board cannot agree on how they are going to be partners in the big picture, it will be difficult to move forward; the leadership is where the issues are in trying to bring the three counties together as one. He challenged all the stakeholders to work together to resolve those issues.

Ms. Thalofer replied that she works at the direction of the Board and can add any item to the agenda to bring to the Board.

Chair Hege recessed the session at 11:36 a.m.

The session reconvened at 11:40 a.m.

<b>Agenda Item – Limmeroth Ranch Acquisition</b>
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Chair Hege noted that at the last session of the Board they received a lot of information regarding this issue and have taken the last two weeks to review that. He reminded everyone that this relates to something that began in 2013 with a tour of the site and a request from ODFW for a letter of support which the Board provided. He

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said that today the Board is here to discuss what they want to do regarding this issue. He asked if anyone had anything substantially new to add.

Jean Underhill said that they have a private easement with the Limmeroths to get to the river; it was intended for their employees and guests. She said that ODFW plans to use that as a public easement and she is concerned about that. She said that if approval is granted by the Board of Commissioners, she would ask that it be conditioned on that remaining a private easement.

Chair Hege said that there seems to be a lot of confusion about what the Board of Commissioners can do; the Board has no jurisdiction. He said that they were asked to provide a letter of support but have no say in the final outcome. He said that his concern was the potential loss of taxes which has been resolved – statute requires ODFW to continue to pay taxes on the property. He said that he wants to make it clear that the Board has no authority to approve or disapprove the acquisition.

Dean McAllister, President of the local Farm Bureau, said that the Board could withdraw their letter of support.

Jeremy Thompson of the Oregon Department of Fish and Wildlife said that ODFW wants to work with the neighbors. He said that ODFW has looked at the easement and acknowledged that it is not a public easement.

Chair Hege asked if increased wildlife on the property will be an issue. Mr. Thompson replied that if there is an increase in the herds, ODFW will address those issues. He said that they are looking to reduce conflicts with agriculture.

Commissioner Runyon noted that Wasco County will continue to receive tax revenues and easements will be respected. He said that he believes ODFW can work with the neighbors to resolve any other issues. He said that he thinks the letter should stand – it was approved at a public meeting to which no one came in opposition; in fact there has been a lot of support. He added that the County has no say in what the landowners and ODFW do and the Board has invested the time to get the answers to the questions that have been raised.

Commissioner Kramer said that he also stands by the letter of support. He said he is

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not comfortable telling people to whom they can sell their property; the buyer and seller should be allowed to complete their transaction – to not do so borders on discrimination.

Chair Hege stated that he does not disagree that there is significant government ownership of land in Oregon. He said it is an issue in Skamania County where 80% of the land is owned by the government. He said that he appreciates the Farm Bureau acting as a watchdog for that issue. However, he has similar comments as his fellow commissioners; private property owners should be able to sell to whomever they want to sell. At the same time, we have to be careful about the government owning too much property. He said that the tax and grazing issues have been addressed and ODFW has been a good partner and has publicly committed to continue to being so. He said he does not want to change anything at this point noting that had this all come to light in 2013, he might have not taken a position at all. He encouraged the Farm Bureau to continue to keep an eye on the issue.

Mr. McAllister observed that state representatives from this region are on the committee that will decide this and the Board of County Commissioners has influence with them. He said that had he known about the issue in 2013 he would have opposed it then as it is the Farm Bureau's policy to oppose government ownership of land.

Chair Hege said that he can sign up online to receive Board agendas. Ms. White said she would send him information.

<b>Agenda Item – Road Vacation</b>
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Public Works Director Arthur Smith reviewed his report included in the Board Packet drawing the Board's attention to the photographs which clearly show this is not what people would really think of as a road – it more like weeds that have been trampled. He said that it is not maintained by the County and a vacation will put it in private hands. He said there are two other roads that will serve for access – there will be no landlocked property; everyone will have access. He said that there is a fire concern and if the public continued to have access it could increase that risk. He noted that the topography is rocky and steep and would require a significant investment of public funds to develop the road. He said that 100% of the landowners have signed on and there is no public interest in keeping it.



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**{{{Commissioner Runyon moved to approve Order #15-057 vacating Unnamed Public Road “A” in Section 1 of Township 5 South Range 13 East beginning at southerly right of way State Highway 216 traveling south to the southerly right of way of Unnamed Public Road “B.” Commissioner Kramer seconded the motion which passed unanimously.}}}**

<b>Agenda Item – Roads Transfer</b>
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Mr. Smith reported that the County has jurisdiction over 16 miles of roads within the city limits. He observed that urban roads require very different care and there have been years of discussion about how to transfer those roads to City of The Dalles ownership. He said the agreement before the Board today is for an organized transfer; there are currently 14.64 miles that the City has deemed acceptable for transfer once pavement conditions have been improved. He said that the City and County will partner to do pavement work on City streets and County roads to bring them up to good or better standards and presumably the City will then accept them. Commissioner Runyon asked if this is for chip sealing. Mr. Smith replied affirmatively.

City Manager Nolan Young said that he would like to thank both Mr. Stone and Mr. Smith for the work they did with him and City Public Works Director Dave Anderson to put together the agreement. He said that it allows both the City and County to work within their budget restraints to allow this transfer to take place. Chair Hege characterized the plans for transfer as epic – he said that it is a good solution and gave kudos to the City as well for their efforts toward this agreement.

Mr. Smith said that he has been working with Dave Anderson and they intend to work together in August for the majority of the roads – some will need a second shot and they will come back in the spring to finish. He said that by June, 2016 they hope to be done.

Mr. Young stated that some of the work has already begun and it is in the City budget for the next fiscal year. He said that the crack work must cure before it is sealed.

Chair Hege said that this is an example of good government.

**{{{Commissioner Runyon moved to approve the Agreement between the City of The Dalles and Wasco County, Oregon for the transfer of roads within the City of the Dalles Urban Growth Boundary. Commissioner Kramer seconded the**

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

Chair Hege recessed the session at 12:16 p.m. to open Service District meetings.

The session reconvened at 12:19 p.m.

<b>Commission Call</b>
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Chair Hege said that he appreciates Commissioner Kramer coming back in from his vacation to attend today's session.

Commissioner Runyon announced that there would be meeting with Senator Merkley in Maupin this afternoon; he invited anyone who wanted to attend to do so.

Chair Hege adjourned the meeting at 12:19 p.m.

**Motions Passed**

- **To approve the Intergovernmental Agreement between Wasco-County and Northern Wasco PUD for G.I.S. services.**
- **To approve the Intergovernmental Agreement between Wasco-County and Mid-Columbia Fire and Rescue for G.I.S. services.**
- **To approve the Intergovernmental Agreement between Wasco-County and Sherman County for G.I.S. services.**
- **To approve the Intergovernmental Agreement between Wasco-County and the City of The Dalles for G.I.S. services to approve the Shred-it Customer Service Agreement for Regular Service.**
- **To approve the Personal Services Contract between Wasco County and Helion Software, Inc.**
- **To approve Department of Justice Cooperative Agreement #15441 for Child Support Services.**
- **To approve the Medical Examiner Services Agreement between Wasco County and North Central Public Health District.**
- **To approve Order #15-054 appointing Carol Jones to the Wasco County Library Service District Board of Directors.**
- **To approve Order #15-053 designating The Dalles Chronicle for the publication of the annual tax foreclosure list.**
- **To approve the Wasco County Allocation Certification Maintenance Assistance Program 2015-2016.**

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- To designate Judge Patrick Perry to represent Wasco County on the John Day Core Team.
- To approve the CIS and SAIF insurance policies as recommended by County Insurance Agent Mike Courtney.
- To approve the consent agenda for reappointments and minutes.
- To approve Resolution #15-006 in the matter of the fiscal year 2015-2016 budget, tax levy and appropriations.
- To approve Order #15-059 in the matter of transferring \$60,000 from General Fund Contingency to Labor/Legal Counsel.
- To adopt the revised Wasco County Emergency Operations Plan.
- To approve the Intergovernmental Agreement between Wasco County and Mid-Columbia Economic Development District.
- To approve Order #15-058 appointing Daniel Hunter to complete the term of Dan Durow, Position #5, on the Wasco County Economic Development District.
- To approve the North Central Public Health District's request for an additional \$32,000 in funding for the 2014-2015 Fiscal Year.
- To approve Order #15-057 vacating Unnamed Public Road "A" in Section 1 of Township 5 South Range 13 East beginning at southerly right of way State Highway 216 traveling south to the southerly right of way of Unnamed Public Road "B."
- To approve the Agreement between the City of The Dalles and Wasco County, Oregon for the transfer of roads within the City of the Dalles Urban Growth Boundary.

WASCO COUNTY BOARD  
OF COMMISSIONERS

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Scott Hege, Commission Chair

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Rod Runyon, County Commissioner

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Steve Kramer, County Commissioner





WASCO COUNTY BOARD OF COMMISSIONERS  
SPECIAL SESSION  
JUNE 25, 2015

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

STAFF: Tyler Stone, Administrative Officer  
Kathy White, Executive Assistant  
Jill Amery, County Assessor  
Linda Brown, County Clerk  
Barbara Case, Human Resources

At 1:45 p.m. Chair Hege opened the Special Session of the Board of Commissioners to conduct interviews for the position of County Clerk:

- Kent Van Cleave
- Dyan Larsell
- Donald Clack
- Hillary Hoover
- Lisa Gambia
- Andretta Schellinger

For each candidate, Chair Hege made opening remarks in which he disclosed:

- The pay range for the position
- That it is an elected position.

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- Ms. Brown will retire on June 30, 2015
- The position has the potential of becoming an appointed position
- The residency requirements for the position
- The County's expectation that the selected candidate would run for the office.

Using a standard set of questions (attached) for each candidate, Mr. Stone conducted the interviews with follow-up questions from the rest of the group.

<b>Kent Van Cleave</b>
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**#1) What areas are within your sphere of responsibility in your current position? How do you make sure that you know what is happening?**

Mr. Van Cleave responded that he had previously worked in the Yamhill County Clerk's Office. He currently works at the Walla Walla Community College Information Center where he manages the mail room, greets and directs, takes and transfers incoming calls, oversees printing and the printing equipment. He said that he is a good organizer and plans each day for the upcoming day.

**#2) Tell me about the most stressful situation that you had to manage and how you got through it.**

Mr. Van Cleave described a complete inventory of capital assets that was assigned to him and how he managed it by creating tracking spreadsheets; he realized that he could not do it alone and employed student aids to assist with the count while he gathered and organized the information.

**#3) What sort of performance standards have you held Employees to? Were they written? How often do you evaluate your employees?**

Mr. Van Cleave said that he has eight part-time employees who help run the center seven days a week. He said that he arranges to work with each individually every month; after each employee's first two months, he works with them to develop criteria to which they will be held accountable. He also has student workers and usually takes them away from the work setting to discuss how things are going.

**#4) How do you approach a situation where you and your staff have multiple competing priorities occurring at the same time?**

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Mr. Van Cleave replied that he works with staff to multi-task and prioritize. He tries to make the work easy to learn and encourages a good attitude.

**#5) Do you feel that the chain of command is important? Why? When do you feel it might inhibit organizational effectiveness?**

Mr. Van Cleave replied that he honors the chain of command but gets frustrated when there are too many layers to the chain. However, if that is how it has to be, then he would honor that.

**#6) How do you typically get cooperation from someone in another department?**

Mr. Van Cleave responded that the college has become a more open work place where they work four 10 hour days and have many opportunities to socialize which assists in building relationships and helps staff work better together. He replied that in his position, he needs to know and work with many other staff members.

Chair Hege asked what he does when someone is not cooperating.

Mr. Van Cleave stated that he would go to his supervisor to brainstorm a solution. He added that it is likely that his supervisor would suggest that he talks with the supervisor of the uncooperative employee.

Ms. Amery asked what he would do if he were a department head and another department head did not want to be helpful but their staff was helpful.

Mr. Van Cleave said that he would continue to try to work with that department head to understand why they do not want to help.

**#7) What is the most important aspect of the workplace to keep you satisfied in your job?**

Mr. Van Cleave replied that he likes the opportunity to smile and work with people who have a sense of humor along with integrity and ethics. He pointed out that you spend so much time at work – it should be a good place.

**#9) Have you ever had to defend a policy, procedure or statute, or your interpretation of that policy, procedure or statute to the public or the media?**

Mr. Van Cleave said that when he worked in elections he would have to explain the rules. He added that he ran for Yamhill County Clerk and had to defend his positions



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during the campaign. He said that he does not always have the answer but can go to someone more knowledgeable to get the answer – County Counsel, other clerks, Secretary of State, etc.

**#10) If you or a staff member made a mistake that cost Wasco County taxpayers' money to correct that mistake, or legal action was taken, how would you handle the public scrutiny and the media coverage?**

Mr. Van Cleave responded that he would first consult with counsel to insure that his response is appropriate. He said that he was in a county where there was an issue in the Clerk's office. He said that the Clerk had admitted the mistake.

**#8) When I check your references what will your references say when I ask them about your strengths? Opportunities for improvement?**

Mr. Van Cleave said that he is willing to learn all that he needs to and will go out of his way to serve the citizens, staff and administration. He said that his is a member of many organizations and there are times when he over-extends himself. He stated that as he has gotten older, he is more thoughtful about what he takes on. Most people will say if it needs to be done – see Kent. He added that he has a great attitude and makes people feel at ease.

Mr. Stone asked how he handles it when he finds that he is over-extended. Mr. Van Cleave replied that he does not do that as much as he used to; coming to a small community will probably mean it will be harder to get over-extended.

Ms. Amery asked how he would do 10 things at once. Mr. Van Cleave responded that he would have to balance it; one of the things that is important to him is community involvement. He said he was a long-time Kiwanian but he would have to find ways to assist without a long-term commitment.

Mr. Stone asked what he knows about Wasco County. Mr. Van Cleave said that he has not spent a lot of time in The Dalles but has looked at some houses and is excited about learning a new community.

Mr. Stone thanked Mr. Van Cleave for his time.

The group had a brief discussion regarding their impressions of Mr. Van Cleave and took some time to fill in the final page of their interview packets for him.

**Dyan Larsell**

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Dyan Larsell did not appear for her interview.

**Hillary Hoover**

**#1) What areas are within your sphere of responsibility in your current position? How do you make sure that you know what is happening?**

Ms. Hoover stated that her last position was as adjunct coordinator in Athens Georgia for art, music and speech classes where she oversaw the faculty for those areas of study. She said that she also taught public speaking with 100 students per quarter. She said that as coordinator, she helped with class schedules and student grievances. She described herself as detailed and organized. She added that she also ran a speech and debate team.

Mr. Stone asked what she meant by “oversaw.” Ms. Hoover replied that she made sure they followed state standards, reviewed their student evaluations and scheduling. She said that there was limited classroom space; creating schedules where everyone had a place and time to teach was like putting together a puzzle.

**#2) Tell me about the most stressful situation that you had to manage and how you got through it.**

Ms. Hoover described a time when one of her instructors was not putting in the necessary time for the class and over half the class had filed official grievances. She said that she is a positive person and it was hard to go through the process but the instructor had to be let go.

Mr. Stone asked whose decision it had been to release the instructor. Ms. Hoover responded that the dean and college president had made the decision with her input; she had implemented their decision.

Mr. Stone asked if she would have been able to do it on her own. Ms. Hoover stated that she had had to that on the speech and debate team; it is never easy.

Commissioner Runyon asked how she prepared for the situation. Ms. Hoover said that she and the dean had gone over the reasons for letting the person go and made sure that the reasons were clear. She said she thinks the instructor understood.

**#3) What sort of performance standards have you held Employees to? Were they written? How often do you evaluate your employees?**

Ms. Hoover stated that she evaluated 30-50 employees three times a year. She said she

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filled out forms based on student evaluations and meeting state requirements. She said that there was a hand book for the written part and forms – the employees knew what to expect.

**#4) How do you approach a situation where you and your staff have multiple competing priorities occurring at the same time?**

Ms. Hoover described the process of creating standardized finals and completing text book reviews. She said that the larger groups were brought together electronically and input was organized in charts; the smaller groups got together in person and worked out a compromise.

**#5) Do you feel that the chain of command is important? Why? When do you feel it might inhibit organizational effectiveness?**

Ms. Hoover replied that it is important when used effectively and appropriately. She said that there was a chain of command for student grievances and some students would try to jump the chain. She said that sometimes paperwork can bog things down but it is important that some things have documentation. She said that for textbook reviews there were only five people; it was more effective to just get in the room.

Mr. Stone asked how she managed that scenario. Ms. Hoover said that she used to think everything that can be improved should be improved but has come to realize that it is not always necessary or productive especially for things that are done or used infrequently.

**#6) How do you typically get cooperation from someone in another department?**

Ms. Hoover said she builds strong, professional working relationships; meeting deadlines is important – if one person is not doing their job it can put others behind. She said good relationships helps you accomplish more.

**#7) What is the most important aspect of the workplace to keep you satisfied in your job?**

Ms. Hoover replied that for her, planning out her schedule every day and looking at the next day is important. She said she makes a lot of lists and has both a short term and long term calendar.

Mr. Stone asked what happens if she does not meet a goal. Ms. Hoover responded that she is realistic about why the goal was not met and looks back of the past few days and



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weeks at all the goals that were met.

Ms. Amery asked what she does when interruptions slow her progress. Ms. Hoover said that her background is in communications and it is important to understand that those interruptions have value as well.

Mr. Stone pointed out that as an elected official there will be a lot of people who like to take up your time. Ms. Hoover said she had just finished reading 4-Hour Work Week which offers a lot of strategies on managing communication. She said you cannot just shoo people out the door but you cannot let them come in every day. She said that you can listen to them and offer an alternative means of communication – a follow-up email or phone call.

**#9) Have you ever had to defend a policy, procedure or statute, or your interpretation of that policy, procedure or statute to the public or the media?**

Ms. Hoover described a time when a new dean came to her department and was not used to how things were done. She said that she had to explain and defend the student grieving process. There was a student already in the process and the dean did not want to go through the next step which would have been a violation of published policy. She said she had to carefully monitor her language and plan ahead what she needed to say.

**#10) If you or a staff member made a mistake that cost Wasco County taxpayers' money to correct that mistake, or legal action was taken, how would you handle the public scrutiny and the media coverage?**

Ms. Hoover said that the power of an apology is very strong. She said she would craft a careful apology – if it wasn't intentional, she would explain that it was a mistake that she is moving forward to correct.

**#8) When I check your references what will your references say when I ask them about your strengths? Opportunities for improvement?**

She replied that they would say that she is organized, responds quickly and thinks about the future. She said that she works to prioritize and let some of the smaller things go to be finished later; she is a perfectionist.

Mr. Stone asked what the people who worked for her would say. She said that they would say she is fair. She added that it is important to help make opportunities and understand concerns.

Commissioner Runyon asked how she would feel about coming into a room where

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everyone knows more than she. Ms. Hoover stated that it is important to learn as much as possible and ask staff for help. If staff asks something she does not know, admit that with an assurance that you will find the answer.

Mr. Stone asked what she knows about Wasco County. Ms. Hoover said that she knows the geographical information and about the salad bar poisoning. She said she knows that the county has a diverse population of about 25,000.

Chair Hege pointed out that this is an elected position and asked how she would approach that. Ms. Hoover replied that she has worked for two campaigns. She said that she worked for several months in the early part of Al Franken's campaign. She stated that she has never run herself but politics have always interested her and she would be comfortable doing that. She said that she has years of debate and speech experience.

Ms. Hoover asked what the timeline would be; will there be a second round of interviews? Chair Hege replied that Ms. Brown retires next Tuesday so the County is trying to move as quickly as possible. He said that six people were called for an interview and there may be a second round of interviews. He said the next step will be determined and she would be notified as quickly as possible.

Ms. Hoover asked what the process would be for the election. Ms. Brown responded by saying that she would need to establish residency. She said that the Board could hire or appoint at any time but if she did not commit to running, she would lose the job in January of 2017. She said that it is a four year term and said that historically, no one ever runs for Clerk in Wasco County in part because we have had good clerks and in part because people generally like to run for offices in which they can make policy and the Clerk is really a working department director.

Chair Hege described this situation as unique as the County has often hired from within the office and that is not necessarily the situation here. Ms. Brown said that there has probably not been a situation like this since the 40's and proceeded to explain the election laws.

Mr. Stone thanked Ms. Hoover for her time.

The group had a brief discussion regarding their impressions of Ms. Hoover and took some time to fill in the final page of their interview packets for her.

<b>Donald Clack</b>
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**#1) What areas are within your sphere of responsibility in your current position?**

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**How do you make sure that you know what is happening?**

Mr. Clack said that he is the elections supervisor for Columbia County. He said that the Columbia County Clerk likes to be in the loop and he keeps her advised. He said that if he has ongoing tasks that involve other stakeholders, he makes sure to keep in contact with them.

**#2) Tell me about the most stressful situation that you had to manage and how you got through it.**

Mr. Clack replied that he is good at handling stressful situations and cannot think of a particular one. He said that when he worked at FedEx, there was an emergency every day. He said that one day during peak season there was a power outage and they had to do a manual sort which is about one-tenth efficiency. He said that it was a five-hour outage and they brought in other people and had people stay late.

**#3) What sort of performance standards have you held Employees to? Were they written? How often do you evaluate your employees?**

Mr. Clack stated that FedEx had annual formal, written evaluations and he gave daily feedback. He said that if you can identify a good benchmark, you have a place to get back to for evaluation.

**#4) How do you approach a situation where you and your staff have multiple competing priorities occurring at the same time?**

Mr. Clack said that you work with it; have staff meetings where the supervisor acts as mediator and judge to get issues out on the table.

**#5) Do you feel that the chain of command is important? Why? When do you feel it might inhibit organizational effectiveness?**

Mr. Clack replied that he believes in organization both top down and bottom up. He said he cannot imagine a situation in which it would be ineffective but at each level the leader should have some latitude and initiative.

**#6) How do you typically get cooperation from someone in another department?**

Mr. Clack said he just makes the request, states his case and hopefully it is beneficial for both.

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**#7) What is the most important aspect of the workplace to keep you satisfied in your job?**

Mr. Clack said he does not want to be bored and wants the freedom to make decisions and act on them.

**#9) Have you ever had to defend a policy, procedure or statute, or your interpretation of that policy, procedure or statute to the public or the media?**

Mr. Clack said that in a recent election there was a petition that caused controversy and he had to explain the ORS and state the facts.

**#10) If you or a staff member made a mistake that cost Wasco County taxpayers' money to correct that mistake, or legal action was taken, how would you handle the public scrutiny and the media coverage?**

Mr. Clack said that you have to be accountable for your mistake and have an action plan to correct it.

**#8) When I check your references what will your references say when I ask them about your strengths? Opportunities for improvement?**

Mr. Clack said he had no idea. He said that he takes the initiative and ownership, he is dutiful and diligent. He said he isn't sure about improvements – maybe he is overly confident.

Mr. Stone asked him to self-evaluate. Mr. Clack said that he experiences self-doubt and weighs things a long time before making decisions. He said that he is introspective and stubborn on following through on decisions – he does not want to be a quitter or be wrong.

Commissioner Runyon asked if there was a question he thought should have been asked but wasn't. Mr. Clack said no.

Mr. Stone pointed out that if selected, Mr. Clack would come into an office where he had already worked. He asked how he thought that would go coming into a leadership position. Mr. Clack said that he thought it would go smoothly, he would leave any prejudices he might have left with at the door and start with a clean slate. He said that he assumes he is fairly well respected in the office.

Chair Hege asked if he had questions for the group. Mr. Clack asked what access he



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would have to Ms. Brown for training. Ms. Brown replied that she has agreed to stay and help whomever is chosen. She said she would prefer structure to that arrangement.

Mr. Clack said that he would have to give two weeks' notice. Ms. Brown asked when was the soonest he could start. Mr. Clack replied that he could start mid-July – the 17<sup>th</sup> – 20<sup>th</sup>.

Ms. Brown asked if the Columbia County Clerk would want him to stay a bit longer to train the new person. Mr. Clack said that she would but two weeks is two weeks. He suggested that the previous elections clerk could come back to help.

Mr. Stone thanked Mr. Clack for his time.

The group had a brief discussion regarding their impressions of Mr. Clack and took some time to fill in the final page of their interview packets for him.

**Lisa Gambée**

**#1) What areas are within your sphere of responsibility in your current position? How do you make sure that you know what is happening?**

Ms. Gambée stated that she is currently the Director of Marketing at a tech firm in Portland; she started with the company when there were only seven employees and now there are over 100. She supervises ten employees and interacts with management. She said the work is project-based and she has processes to track the progress of those projects. She has bi-weekly one-on-one meetings with her direct reports. She meets with her director weekly and with the management team monthly.

**#2) Tell me about the most stressful situation that you had to manage and how you got through it.**

Ms. Gambée said that there was one report that was not working up to standard, lacking adequate attention to detail and management of projects. She reported that she worked with him weekly to improve but there was a pattern of temporary improvement after which he would always slip back. She said she began to document the process and put him on probation which was difficult. She said that she finally had to have that discussion and used HR as a resource.

**#3) What sort of performance standards have you held Employees to? Were they written? How often do you evaluate your employees?**

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Ms. Gambee stated that goals are written. She said her company is part of a larger organization and there is a formal, annual process. She went on to say that there are specific qualifications and they work with employees to meet those and reach the goals set for the year. She said that the bi-monthly meetings are useful for that – she always asks how she can support them. Quarterly they look at goal progress.

**#4) How do you approach a situation where you and your staff have multiple competing priorities occurring at the same time?**

Ms. Gambee replied that as Director of Marketing, she is responsible for the company website, incorporating the brand, sales presentation, and social media – multiple competing priorities. She said staff meets to determine what the priority is for the year and that helps determine which project is most important. She said that if it is hard to determine, she talks to others. She assesses that in the marketing plan, they set goals and have a rating system to prioritize projects; marketing is a deadline oriented field.

**#5) Do you feel that the chain of command is important? Why? When do you feel it might inhibit organizational effectiveness?**

Ms. Gambee said that she feels the chain is important – you need structure. She said a peer team that makes decisions as a group is how her current organization is structured – she is accountable to her boss and he shares what is happening at his level and up. She stated that open communication is the key for effective decisions. She said that the chain can get in the way when you are seeking broad consensus, but someone has to make the final decision.

Mr. Stone asked what her preference is. Ms. Gambee replied that she does not really have one but likes to work in a collaborative environment. She said that at the South Wasco Alliance they make collaborative decisions.

**#7) What is the most important aspect of the workplace to keep you satisfied in your job?**

Ms. Gambee stated that she has been involved with the South Wasco Alliance and its impacts and challenges. She is intrigued by the possibility of being part of a strategic team that faces those challenges and deals with them because what the County does has such an impact on the citizens. She said the challenges of county government are fascinating – she has learned a lot about where her tax dollars go.

Mr. Stone asked how she would balance that big picture with her specific duties. Ms. Gambee said that she understands there are specifics to the job that have to be done

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and she would also like to be part of the broad discussion. She said that first and foremost she would have to get the job done effectively. She asked how much of the job would be doing direct tasks.

Ms. Brown replied that if she is managing staff effectively, there should be time for the bigger picture. She said that there are also opportunities within the Clerk's Association – committees and sub-committees, elections and recordings. She pointed out that there are specific things that need to be done and the Clerk is ultimately responsible to follow the law although there is a gray area of interpretation – would she want her staff making those decisions? She said that if she feels that the recording deputy is strong enough to handle that, that is what she could do – there is some flexibility.

Ms. Gambee asked how much time is spent in direct supervising. Ms. Brown replied that it depends on the level of confidence in staff.

Chair Hege said that the County is trying to build a team and this position will be part of that team. Part of what that team will do is strategic planning. He said that as a team, they would be able to effectively change how the County operates to be more efficient and effective. This position would have input. He observed that there are a lot of fires burning right now.

Mr. Stone added that the County has been through a process to break down silos, refocus and examine things. He said that the Juvenile Director acts as the VP of the Coordinated Care Organization; the Chief Deputy is working on the organizational review process.

Chair Hege asked how Ms. Gambee felt about government vs. private sector; he asked if she thinks she could operate in that environment. Ms. Gambee replied that there is a certain amount of wonder at the patience that it would take; she would have to work to make sure that the first thing that comes to mind is not the first thing that comes out of her mouth. She said that at her current job there are things she can impact and things she cannot; she needs to recognize when she cannot so she can step back and look for another way or let it go. She characterized herself as a creative thinker who likes to look at things in new ways and find new or different approaches. She added that the new approach must be evaluated as it is implemented to make sure it is working.

**#6) How do you typically get cooperation from someone in another department?**

She said that she asks – walk into an office or pick up the phone and communicate. She said she wants to get to know the person – what their job is like and how it interfaces with her own. She wants to know how she can make their job easier.

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**#9) Have you ever had to defend a policy, procedure or statute, or your interpretation of that policy, procedure or statute to the public or the media?**

Ms. Gambee said that she has not had that experience but would want to do a deep dive on what kinds of situations might come up and how to diffuse those situations.

**#10) If you or a staff member made a mistake that cost Wasco County taxpayers' money to correct that mistake, or legal action was taken, how would you handle the public scrutiny and the media coverage?**

Ms. Gambee stated that she would want to find where the line is between transparency and respect for privacy. She said she would not want to throw someone under the bus or to hide the mistake. She said that she would explain the situation, what is being done to correct it and what is being done to make sure it does not happen again. She added that she can admit her own mistakes.

**#8) When I check your references what will your references say when I ask them about your strengths? Opportunities for improvement?**

Ms. Gambee said that her strengths are strategic thinking, task management, attention to detail and multi-tasking. Her opportunities for improvement would be in learning to communicate in a more politically correct way – being aware that certain phrasing could offend someone; there are ways to soften things.

Chair Hege pointed out that Ms. Gambee is highly over-qualified. Ms. Gambee responded that she is also highly under-qualified. Chair Hege observed that there is a residency requirement and this position will mean a significant pay cut for her.

Ms. Gambee explained that she and her family love Tygh Valley but it is not easy to find a job in this area so they made the decision to have their house in Tygh Valley be just a vacation house – but she wants to be there full-time. She said that every time she has to go back to Portland, she wishes she didn't have to go. She stated that her daughter will be a high school senior. She said that she has taken her current job about as far as it can go and wants to learn something new – that is what attracts her, living here full-time and learning new things.

Mr. Stone said that he is concerned about the management team's longevity; he is concerned that this is a stepping stone to a bigger job.

Ms. Gambee assured him that what she is looking for is a solid, long-standing



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opportunity. She said that the only reason she would leave is if she discovered she is not up to the position.

Commissioner Runyon pointed out that residency is required – how would she address that? Ms. Gambia replied that one of her biggest reasons for applying is to move to Tygh Valley permanently. She said she would keep the house in Portland, but she would live here full-time. She said that even her daughter is ready to come. Residency would not be an issue.

Ms. Brown noted that residency must be established by November 1<sup>st</sup>. She cautioned that when running for office, if there is even a hint that she is not committed to residency, her loyalties will be questioned. She said that Ms. Gambia will need to register to vote in Wasco County. She said that the issue is not insurmountable, but she needs to be prepared for the challenge.

Chair Hege observed that Ms. Gambia is already active in the community.

Ms. Gambia asked some questions regarding the process and tasks of the Clerk's Office. Ms. Brown outlined that for her.

Ms. Gambia asked what the Clerk's staff would see as important. Ms. Brown replied that the staff is aware that there will be a learning curve and they want to help. She added that she has agreed to return and help the new Clerk until he or she feels comfortable. She said that there is a conference in August where there is a lot to be learned – she has already registered the Wasco County Clerk.

Ms. Gambia asked what does Ms. Brown feel is an important management quality. Ms. Brown replied that she does not micro-manage – she gives her staff the tools they need to do their job. She has expectations as does the public. She said she supports her staff.

Mr. Stone thanked Ms. Gambia for her time.

The group had a brief discussion regarding their impressions of Ms. Gambia and took some time to fill in the final page of their interview packets for her.

**Andretta Schellinger**

**#1) What areas are within your sphere of responsibility in your current position?  
How do you make sure that you know what is happening?**

Ms. Schellinger said that she currently works from home running her own publishing company – everything is her responsibility – contracting, budgeting, royalties, etc. She

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said she contracts out for an editor and graphic artist and is in constant communication with them.

**#2) Tell me about the most stressful situation that you had to manage and how you got through it.**

Ms. Schellinger stated that she had worked for the Red Cross as a Disaster Services Specialist where she managed volunteers and was a case worker for disaster victims – working with those families was stressful.

**#3) What sort of performance standards have you held Employees to? Were they written? How often do you evaluate your employees?**

Ms. Schellinger said that she conducted quarterly reviews of volunteers which they had not had before. She stated that she created the standard operating procedures and performance reviews setting standards according to Red Cross requirements. She said that she wanted to make sure the volunteers were sensitive to the needs of victims.

Mr. Stone asked what mechanisms she employed to enforce standards. Ms. Schellinger replied that the performance review was a tool. If the volunteer did not meet the standards they would be pulled from the rotation; if they continued to not meet standards, they could be removed.

Mr. Stone asked if she had to do that herself. Ms. Schellinger said yes and no – she met with one volunteer and talked about standards; it was not the first conversation they had had along those lines. She said she explained why they would no longer be using her as a volunteer and that if she did not agree she could go to the supervisor. Ms. Schellinger said that she had already had that conversation with her supervisor.

**#4) How do you approach a situation where you and your staff have multiple competing priorities occurring at the same time?**

Ms. Schellinger said that she would prioritize by due date or level of importance. She said that as a supervisor, she would stay in communication with staff to see where she could support them. She added that often employees will not ask for help and they need to feel like they can.

**#5) Do you feel that the chain of command is important? Why? When do you feel it might inhibit organizational effectiveness?**

Ms. Schellinger stated that she feels the chain of command is very important. She said

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that the only way it would inhibit would be if there are too many links in the chain – if there are steps between an employee and their supervisor, then there are too many steps which will create barriers and be inefficient.

**#6) How do you typically get cooperation from someone in another department?**

Ms. Schellinger said she would ask; building good relationships with other departments is critical throughout the organization.

**#7) What is the most important aspect of the workplace to keep you satisfied in your job?**

Ms. Schellinger responded that she values a level of independence and does not like to be micro-managed. She added that she does her job quickly and sets priorities; she does not want someone coming in twice a day asking if she is getting it done.

Ms. Amery asked what she would do if a member of the public comes in to ask that questions. Ms. Schellinger replied that she is used to that from her time working for the Navy.

Ms. Amery asked what she would do if she were stopped and asked on the street by a constituent. Ms. Schellinger said that it would be their perception and she would need to discover why they have that perception and what she could do to correct it.

**#9) Have you ever had to defend a policy, procedure or statute, or your interpretation of that policy, procedure or statute to the public or the media?**

Ms. Schellinger stated that she had worked for the Navy in a unit that investigated, disinterred remains and tried to identify them. She said there were very specific policies about what could be shared with the media – sometimes you have to say no.

**#10) If you or a staff member made a mistake that cost Wasco County taxpayers' money to correct that mistake, or legal action was taken, how would you handle the public scrutiny and the media coverage?**

Ms. Schellinger said that she would hope that it wouldn't happen but she would be upfront and take responsibility; whether it was her fault or a subordinate's, it still is on her.

**#8) When I check your references what will your references say when I ask them about your strengths? Opportunities for improvement?**

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Ms. Schellinger said that they would say she is organized, intelligent, analytical, a hard worker and friendly. She said that the analytical aspect can be a weakness as sometimes she is very black and white but has been working on that. She added that some might say she talks too much.

Commissioner Runyon asked if there was any question she had expected but was not asked.

Ms. Schellinger replied that she had expected them to ask why she feels fit for the position and is able to learn the job. She went on to say that she finds the election process to be a cornerstone of this country – it sets us apart. She said that being part of that would be impactful for her. She said that she is driven to be part of that and thinks she would excel at it.

Mr. Stone thanked Ms. Schellinger for her time.

The group had a brief discussion regarding their impressions of Ms. Schellinger and took some time to fill in the final page of their interview packets for her.

The group then took time to look over and make adjustments to their interview packets and had a general discussion regarding the candidates. Scoring revealed that Ms. Hoover and Ms. Gambee were consistently the number one or number two candidate for the interviewers.

It was decided that Ms. Gambee and Ms. Hoover should be brought back for a second interview and meeting with the Clerk's staff.

Chair Hege adjourned the meeting at 7:10 p.m.

WASCO COUNTY BOARD  
OF COMMISSIONERS

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Scott Hege, Commission Chair

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Rod Runyon, County Commissioner

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Steve Kramer, County Commissioner





WASCO COUNTY BOARD OF COMMISSIONERS  
SPECIAL SESSION  
JUNE 30, 2015

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

At 2:00 p.m. Chair Hege opened the Special Session of the Board of Commissioners with the Pledge of Allegiance. Additions to the Discussion List:

- Staff Resignation
- Clerk's Position

**Agenda Item – Tawnawashee Subdivision Plat**

Ben Beseda from Tenneson Engineering explained that this plat is for a twelve-lot subdivision in Mosier; it has been through the City processes and approved and signed by the City of Mosier. He went on to say that this is phase one of a five-phase subdivision; all the infrastructure and improvements are complete.

Commissioner Runyon asked where in Mosier it is located. Mr. Beseda replied that it is between the Mosier Bluff subdivision and the old ODOT quarters where the land is fairly undeveloped.

Commissioner Runyon asked if water will be a problem. Mr. Beseda responded that the city has water available to support the subdivision.

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Chair Hege asked if it is being done in phases to see what the market is for homes. Mr. Beseda replied affirmatively.

**{{{Commissioner Runyon moved to approve the Tawnawashee Plat.  
Commissioner Kramer seconded the motion which passed unanimously.}}}**

<b>Agenda Item – Budget Adjustments</b>
---

Finance Director Monica Morris stated that the 911 budget has been a struggle; this is an example of why communication between department directors and staff is key. She explained that personnel is budgeted to what is known at the time the budget is adopted; if changes are not communicated as soon as they are known, it can be costly. She noted that this is the second time this has happened at 911.

Ms. Morris stated that 911 had some unexpected issues arise and staff were working so much that they could not use their vacation and holiday and when those reached their maximums, they had to be cashed out.

Chair Hege said that this seems to be a management issue. Ms. Morris agreed that it is a big part of it – she has talked with Chief Deputy Lane Magill. He is now apprised of the situation and has some changes going forward for managing that program. She said that another occurrence that has impacted the budget is the additional cost of insurance for one member of the 911 staff who had previously not been covered under the County policy. The addition of that person and their family was an increase of \$18,000 – significant enough that it could not be absorbed.

Ms. Morris reported that Sheriff's Office Manager Brenda Borders has worked with 911 Manager Jeanne Pesicka to take as much as possible out of Materials and Services; very little is coming from Contingency. She said that 911 stopped spending from that fund a couple of weeks ago in order to make sure the funds would be available for transfer.

**{{{Commissioner Kramer moved to approve Order 15-061 transferring \$12,500 from 911 Communications Fund Materials & Services and \$5,000 Contingency to 911 Communications Personnel Services. Commissioner Runyon seconded the motion which passed unanimously.}}}**

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Ms. Morris said that the next adjustment is part of a learning curve for the Sheriff's Office and the Emergency Manager Kristy Beachamp. She explained that Ms. Beachamp is paid hourly by choice and therefore qualifies for overtime. She said that this position could be exempt and according to the salary survey, should be exempt. If it is not going to be exempt, then funds should be budgeted for overtime.

Chair Hege asked why the position is not exempt. Ms. Morris said that would be a question for the Sheriff.

**{{{Commissioner Kramer moved to approve Order 15-062 transferring \$1,000 from Sheriff Emergency Management Materials and Services to Sheriff Emergency Management Personnel Services. Commissioner Runyon seconded the motion which passed unanimously.}}}**

Ms. Morris said that the last adjustment is to pay for the \$32,000 the Board had voted to add to their contribution for Public Health. She explained that the amount budgeted for insurance costs is always based on Courtney insurance projections which are historically a little higher than the bill turns out to be. She said that that is why those funds are available now to transfer to North Central Public Health District; instead of using Contingency, these funds can be transferred.

**{{{Commissioner Runyon moved to approve Order 15-063 transferring \$32,000 within General Fund Materials and Services. Commissioner Kramer seconded the motion which passed unanimously.}}}**

<b>Agenda Item – Mid-Columbia Center for Living Lease</b>
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Facilities Manager Fred Davis said that one of the things he was interested in is changing the term of the lease. Previously the lease was for two years with a two-year extension. The new lease is for four years with two two-year extensions. He noted that it still has a termination clause should either party wish to discontinue the lease. He said that other changes were minor housekeeping issues. He said that there will be insurance documents to file with the lease that designate the County as additional insured. He reported that Center for Living has reviewed and approved the changes.

Chair Hege disclosed that he sits on the Board of Mid-Columbia Center for Living.

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**{{{Commissioner Runyon moved to approve the lease agreement between Wasco County and Mid-Columbia Center for Living to be effective 7.1.2015. Commissioner Kramer seconded the motion. Commissioners Kramer and Runyon voted “aye;” Chair Hege abstained from the vote. The motion passed.}}}**

**Agenda Item – LIDAR Contract Amendment**

Planning Director Angie Brewer explained that the original contract had five deliverables; four have been delivered. She said that the amendment is to extend the time for the fifth deliverable as the data needs to be improved. She said that as she understands it, they will not need the full year; it should be done in a couple of months. She said she has talked to GIS Coordinator Tycho Granville, staff at DOGAMI, Finance and Mr. Stone – all are comfortable with the time extension.

**{{{Commissioner Runyon moved to approve Amendment 1 to DOGAMI Agreement #413-04112014. Commissioner Kramer seconded the motion which passed unanimously.}}}**

**Agenda Item – Juvenile Crime Prevention IGA**

Youth Services Director Molly Rogers said that this agreement is similar to what the Board has seen in the past; this is basic and the funds have come to the County since 1999. She said that these funds are to pay for juvenile detention at NORCOR.

Chair Hege asked if the costs for NORCOR exceed the funding from this grant. Ms. Rogers replied that they do.

**{{{Commissioner Kramer moved to approve Juvenile Crime Prevention Basic Services Agreement 13238 for \$66,568. Commissioner Runyon seconded the motion which passed unanimously.}}}**

**Discussion Item – Staff Resignation**

Ms. White reported that Finance Director Monica Morris has submitted her resignation. She stated that Mr. Stone is asking to be granted the authority to work with Debbie Smith-Wagar to engage her services to act as Finance Department Director until such time as the County can hire a replacement for Ms. Morris. Ms. White said that Ms. Morris has been in communication with Ms. Smith-Wagar to begin that



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transition.

Ms. Morris said that she talked to Mr. Stone on Friday and he had asked that she talk to Ms. Smith-Wagar to work on that.

**\*\*\*The Board was in consensus to grant Administrative Officer Tyler Stone the authority to engage Ms. Smith-Wagar to act as Finance Director until such time as the County can hire a replacement for Finance Director Monica Morris.\*\*\***

Commissioner Kramer thanked Ms. Morris for her services saying that she had provided him with a great deal of valuable education. He said he looks forward to continuing their relationship and wishes her the best. Chair Hege and Commissioner Runyon added their thanks and well-wishes.

**Agenda Item – Performance Management Policy**

Chair Hege asked Ms. Rogers if she had seen the email outlining CIS's suggested changes to the proposed Policy. Ms. Rogers said that she had. She stated that she and Chief Deputy Magill would recommend passing the policy as proposed and then updating it in the near future. She said that the policy is based on strategic planning and the Compensation Policy. She reported that HR Answers had provided the starting document which she and Chief Deputy Magill had discussed along with Sergeant Chris McNeel. Following those discussion, she and Chief Deputy Magill worked to tailor the policy to Wasco County, took it to Mr. Stone and then to the Management Team for input. Once the final changes were applied, they sent the document back to HR Answers for review and then to County Counsel who asked that language be added to indicate that if there were any conflicts between this policy and the Compensation Policy, the Compensation Policy would prevail; that language was added.

Ms. Roger went on to say that the email from CIS was received following completion of the policy. She said that she understands that the policy may be rigid but she and Chief Deputy Magill felt like they needed to put a "guard rail" on it. She suggested that it come back to the Board in October for review.

Commissioner Runyon asked if the policy might be approved with the suggested changes.

Ms. Rogers replied that she understands CIS's concerns as they are the ones who would

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defend the County in court. She said, as department heads, they have taken it as far as they can and feel some urgency so as to not slow the forward momentum – the process is feeling circular.

Chair Hege asked if what is being suggested is to approve the policy today and come back to the Board with the changes.

Ms. Rogers replied affirmatively saying the Board could set a deadline. Commissioner Runyon suggested September for the deadline.

Chief Deputy Magill said the email came at the 11<sup>th</sup> hour; it is difficult to make these adjustments so late.

Commissioner Kramer asked if Chief Deputy Magill is in agreement with Ms. Rogers to approve the policy today and come back with changes based on the CIS recommendations. Chief Deputy Magill replied that he is.

Chair Hege said that he thinks the changes can be made sooner; when the attorneys see issues, he does not think it wise to wait that long.

**{{{Commissioner Runyon moved to approve the Wasco County Performance Management Policy as written to take effect July 1, 2015 and that the policy be reviewed by the Board at the August 19, 2015 session with special attention to comments from the CIS attorney. Commissioner Kramer seconded the motion which passed unanimously.}}}**

Chair Hege adjourned the meeting at 2:45 p.m.

Ms. White stated that one item had been forgotten.

Chair Hege reconvened the meeting at 2:46 p.m.

<b>Agenda Item – Clerk’s Position</b>
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Chair Hege asked Commissioner Kramer to explain the process the County had used to fill the position of County Clerk. Commissioner Kramer said that there had been a full meeting of the Board on Thursday, June 25<sup>th</sup>. During that session, the Board and

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staff interviewed five of six applicants, the sixth applicant did not appear for her interview. He said at the end of that process, two candidates were identified as the top contenders for the position. The following day, June 26<sup>th</sup>, he participated along with County Assessor Jill Amery, County Clerk Linda Brown, Administrative Officer Tyler Stone and Ms. White for a second interview of the two top candidates – these interviews were less formal and allowed significant time for the candidates to ask questions. The candidates also spent time with the Clerk's staff.

Commissioner Kramer reported that the interview team and Clerk's staff unanimously agreed that, although both were excellent candidates, Lisa Gambee was their choice to fill the position.

Ms. White said that the ask today is to approve the offer letter (attached) to be sent to Ms. Gambee.

**\*\*\*The Board was in consensus to send the offer letter for the position of County Clerk to Ms. Gambee.\*\*\***

Chair Hege said that Ms. Gambee is an exceptional person and will be a good addition. He said that up to now she has lived part-time in Tygh Valley and wants to be there full-time; they have owned property in Tygh Valley for 17 years.

Commissioner Runyon pointed out that she is already active in the County as she served as the facilitator for the formation of the South Wasco Alliance.

Chair Hege adjourned the session at 2:53 p.m.

**Motions Passed**

- **To approve the Tawnawashee Plat.**
- **To approve Order 15-061 transferring \$12,500 from 911 Communications Fund Materials & Services and \$5,000 Contingency to 911 Communications Personnel Services.**
- **To approve Order 15-062 transferring \$1,000 from Sheriff Emergency Management Materials and Services to Sheriff Emergency Management Personnel Services.**
- **To approve Order 15-063 transferring \$32,000 within General Fund Materials and Services.**

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- To approve the lease agreement between Wasco County and Mid-Columbia Center for Living to be effective 7.1.2015.
- To approve Amendment 1 to DOGAMI Agreement #413-04112014...
- To approve Juvenile Crime Prevention Basic Services Agreement 13238 for \$66,568.
- To approve the Wasco County Performance Management Policy as written to take effect July 1, 2015 and that the policy be reviewed by the Board at the August 19, 2015 session with special attention to comments from the CIS attorney.

**Consensus**

- To grant Administrative Officer Tyler Stone the authority to engage Ms. Smith-Wagar to act as Finance Director until such time as the County can hire a replacement for Finance Director Monica Morris.
- To send the offer letter for the position of County Clerk to Ms. Gambee.

WASCO COUNTY BOARD  
OF COMMISSIONERS

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Scott Hege, Commission Chair

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Rod Runyon, County Commissioner

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Steve Kramer, County Commissioner



## **Agenda Item**

### **Special Transportation Agreements**

- [Wasco County Dial-a-Ride Operations](#)
- [ODOT Funding Agreement 30580](#)

## INTERGOVERNMENTAL AGREEMENT

### FOR THE

#### WASCO COUNTY DIAL-A-RIDE OPERATIONS (Special Transportation Operations)

This Agreement, effective when signed by all parties, is made and entered into between Mid-Columbia Council of Governments, 1113 Kelly Avenue, The Dalles, OR 97058, an ORS Chapter 190 entity, hereinafter referred to as MCCOG, and Wasco County, a political subdivision of the State of Oregon, 511 Washington Street, The Dalles, OR 97058, hereinafter referred to as County. This Agreement is for the provision of Wasco County Dial-A-Ride transportation services.

1. **Effective Date.** This Agreement shall be effective as of July 1, 2015 or at which time both Parties have signed this Agreement. This is known as the effective Agreement date. No services shall be performed prior to the effective Agreement date.
2. **General Description of Work.** This Agreement is for services generally described as Wasco County Dial-a-Ride operations (Special Transportation Operations), and more particularly described in Exhibit A, Scope of Work.
3. **Reimbursement.** County agrees to provide funding to MCCOG for costs of performing the Scope of Work as specified in Exhibit A. Specific funding amounts and payment schedule are specified in Exhibit B, Payment for Work.

In the event services are required beyond those specified in the Scope of Work, MCCOG shall submit a revised fee estimate for such services, and an Agreement modification shall be negotiated and approved by all parties prior to any effort being expended on such services.

4. **Exhibits.** The following exhibits are made part of this Agreement:

Exhibit A– Scope of Work

Exhibit B – Payment for Work

Exhibit C – Insurance

Exhibit D – ODOT Agreement Number \_\_\_\_\_ with Wasco County

5. **Execution of Work.** MCCOG shall at all times carry on the work diligently, without delay, and punctually fulfill all requirements herein. The passage of the Agreement expiration date shall not extinguish, prejudice, or limit either party's right to enforce this Agreement with respect to any default or defect in performance that has not been cured.

This Agreement outlines the entire relationship between MCCOG and the County for purposes stated in Exhibit A, Scope of Work.

6. **Books and Records.** MCCOG shall keep proper and complete books of record and account and maintain all fiscal records related to this Agreement and the project in accordance with generally accepted accounting principles, generally accepted governmental accounting standards and state minimum standards for audits of municipal corporations. MCCOG acknowledges and agrees that the County and their duly authorized representatives shall have access to the books, documents, papers, and records of MCCOG which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after the Agreement expiration date. Copies of applicable records shall be made available upon request. Payment for reasonable costs of copies is reimbursable by the County. If for any reason any part of this Agreement is involved in litigation, MCCOG shall retain all pertinent records for not less than three years or until all litigation is resolved, whichever is longer. Full access will be provided to MCCOG and to its duly authorized representatives in preparation for and during litigation.
7. **Termination, Administrative, Contractual or Legal Remedies.** This Agreement may be terminated by written mutual consent of both parties. If this Agreement is terminated prior to the end of the Agreement period, MCCOG shall be reimbursed for the project tasks completed through termination date as outlined in the Payment for Work, Exhibit B. If one party is suspected to be in violation of this Agreement, the non-violating party shall notify the other party in writing of the circumstances leading to this conclusion. The Agreement will be automatically terminated if the violation has not been remedied.

This Agreement may be terminated by MCCOG or the County for any reason with 180 days written notice.

All claims, counter claims, disputes and other matters in question between the County and MCCOG arising out of, or relating to this Agreement or the breach of it will be decided, if the parties mutually agree, by arbitration, mediation, or other alternative dispute resolution mechanism, or in a court of competent jurisdiction with the State of Oregon and Wasco County. In the event of any dispute arising from this Agreement, each party shall be required to pay its own separately incurred attorney's fees, expenses, and court costs, including arbitration, trial and appeal.

8. **Indemnity and Insurance.** (a) MCCOG agrees to indemnify, defend, and hold harmless the County from all claims, lawsuits and actions of whatever nature brought against those parties which arise from MCCOG's performance or omissions under this Agreement. MCCOG shall not be required to indemnify the County for any such liability arising out of negligent acts or omissions of the County, their employees or representatives. This provision is subject to the limitations, if applicable, set forth in Article XI, Section 10 of the Oregon Constitution and in the Oregon Tort Claims Act, ORS 30.260 to 30.300.

(b) MCCOG shall provide insurance as required in Exhibit C, Insurance, naming County as an additional insured, and furnishing County with written proof of insurance on or before commencement of this Agreement.

9. **Successors & Assignments.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns. After the original Agreement is executed, MCCOG shall not enter into any new sub agreements for any work scheduled under this Agreement or assign or transfer any of its interest in this Agreement without prior written consent of the County.

10. **Compliance with Applicable Laws.**

(a) MCCOG agrees to comply with all federal, state, and local laws, ordinances, and regulations applicable to this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

(b) MCCOG shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

(c) This Agreement is based on and is subject to Oregon Revised Statutes, Oregon Administrative Rules, and Federal Transit Administration Regulations such as those contained in ORS 323.455, ORS 391.830 and FTA Circular 9040.1F including all associated references and citations.

11. **Federal Transit Administration Annual Certifications and Assurances.** MCCOG agrees to comply with all applicable Federal Transit Administration Certifications and Assurances. Furthermore, MCCOG will submit the Annual Certifications and Assurances to ODOT on an annual basis and include all certifications required by 49 U.S.C. 5310.

12. **Audit Requirements.**

- a. If MCCOG receives Federal funds in excess of \$500,000, MCCOG agrees to comply with an audit conducted in accordance with the Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, Non-profit Institutions*. MCCOG, if affected by this requirement, shall at its own expense, submit to State Public Transit Division, 555 13<sup>th</sup> Street NE, Suite 3, Salem, OR 97301-4179, a copy of its a-133 annual audit covering the funds expended under this Agreement.



- b. If MCCOG receives less than \$500,000 in Federal funds, MCCOG shall, at its own expense, submit to State Public Transit Division, 555 13<sup>th</sup> Street NE, Suite 3, Salem, OR 97301-4179, a copy of its a-133 annual audit covering the funds expended under this Agreement and a copy of the management letter and any report that accompanies the annual audit covering the funds expended under this Agreement.

13. **Other Federal Requirements.** One of the principles of contracting with Federal funds received indirectly from the Federal Transit Administration (FTA) is recognition that, as a condition of receiving the funds, certain specific requirements must be met not only by the County, but also by MCCOG. To the extent applicable, Federal requirements extend to third party contractors and their contracts at every tier. The specific requirements for specific grant funds are found in the Master Agreement that is signed and attested to by the State. This Master Agreement is incorporated by reference and made part of this Agreement. Said Master Agreement is available upon request from State by calling (503) 986-3300 or accessing the FTA website: [www.fta.dot.gov](http://www.fta.dot.gov).

The following is not a complete list of Federal requirements. Rather it is a summary of various primary requirements associated with the type of transaction covered by this Agreement and the type of funds described in Exhibit D.

- a. MCCOG shall comply with Title VI of the Civil rights Act of 1964 (78 State 252, 42 U.S.C. § 2000d) and the regulations of the United States Department of Transportation (49 CFR 21, Subtitle A). MCCOG shall exclude no person on the grounds of race, religion, color, sex, age, national origin, or disability from the benefits of aid received under this Agreement. MCCOG will report to State on at least an annual basis the following information: any active lawsuits or complaints, including dates, summary of allegation, status of lawsuit or complaint including whether the parties entered into a consent decree.
- b. MCCOG shall comply with FTA regulations in Title 49 CFR 27 *Nondiscrimination on the Basis of Disability in Programs or activities Receiving Federal Financial Assistance* which implements the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act of 1990, 49 CFR 37, and 49 CFR 38.
- c. MCCOG has, to the maximum extent feasible, coordinated with other transportation providers and users, including social service agencies authorized to purchase transit service.
- d. MCCOG will correct any condition which State or FTA believes “creates a serious hazard of death or injury” in accordance with Section 22 of the Federal Transit Act, as amended.

- e. MCCOG will comply with the applicable provisions of 49 CFR 26 related to Disadvantaged Business Enterprises and report quarterly to the State. Each contract MCCOG signs with a subcontractor must include the following assurance:

*The contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of State assisted contracts. Failure by the contractor to carry out these terms is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Recipient deems appropriate.*

- f. MCCOG and sub-contractors receiving in excess of \$100,000 in Federal funds must certify to State that they have not and will not use Federal funds to pay for influencing or attempting to influence an office or employee of any Federal Department or Agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal grant, cooperative agreement or any other Federal award. If non-federal funds have been used to support lobbying activities in connection with the Project, MCCOG shall complete Standard Form LLL, Disclosure Form to Report Lobbying and submit the form to the State at the end of each calendar quarter in which there occurs an event which requires disclosure. Restrictions on lobbying do not apply to influencing policy decisions. Examples of prohibited activities include seeking support for a particular application or bid and seeking a congressional earmark.

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

15. **Force Majeure.** Neither party shall be held responsible for delay or default caused by fire, riots, acts of God, and war which is beyond such party's reasonable control. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause or delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

16. **Waiver.** The failure of the County to enforce any provision of this Agreement shall not constitute a waiver by the County of that or any other provision.

17. **Other Provisions.** MCCOG shall protect and indemnify County against any payroll taxes or contributions imposed with respect to any employees of MCCOG by any applicable law dealing with pensions, unemployment compensation, accident compensation, health insurance, and related subjects. MCCOG shall at MCCOG's own cost and expense insure each person employed

by MCCOG the compensation provided for by law with respect to worker’s compensation and employer’s liability insurance.

18. **Funds Available.** MCCOG understands and agrees that County’s payments for amounts under this Agreement is contingent on the County receiving funding from the Oregon Department of Transportation to continue to make payments under this Agreement.

THIS AGREEMENT, WHICH INCLUDES ALL ATTACHED EXHIBITS, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THE TERMS OF THIS AGREEMENT SHALL NOT BE WAIVED, ALTERED, MODIFIED, SUPPLEMENTED, OR AMENDED, IN ANY MANNER WHATSOEVER, EXCEPT BY WRITTEN INSTRUMENT. SUCH WAIVER, ALTERATION, MODIFICATION, SUPPLEMENTATION, OR AMENDMENT, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN, AND SHALL BE VALID AND BINDING ONLY IF IT IS SIGNED BY ALL PARTIES TO THIS AGREEMENT. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, REGARDING THIS AGREEMENT EXCEPT AS SPECIFIED OR REFERENCED HEREIN. COUNTY, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

**MID-COLUMBIA COUNCIL OF GOVERNMENTS**

By \_\_\_\_\_

John Arens, Executive Director

Date \_\_\_\_\_

**WASCO COUNTY**

By \_\_\_\_\_

Scott C. Hege, Commission Chair

By \_\_\_\_\_

Rod L. Runyon, Commissioner

By \_\_\_\_\_

Steve Kramer, Commissioner

By \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Kristen Campbell

Wasco County Counsel

## EXHIBIT A

### SCOPE OF WORK

#### **Task 1: Operations of Dial-a-Ride.**

MCCOG will provide demand responsive Dial-a-Ride transportation services in Wasco County for older adults and persons with disabilities.

The current “demand response” system will be maintained. Rides will be scheduled in advance. Service is available for any purpose, services will not be prioritized. Service hours will be Monday through Friday, 8:00 AM to 5:00 PM, excluding MCCOG recognized holidays. The service area is Wasco County, with the majority of the service being available in the vicinity of the City of The Dalles. Scheduling phones will be available Monday through Friday, 8:00 AM through 5:00 PM, excluding MCCOG recognized holidays.

MCCOG will support the operation of human service transportation provided by various agencies in Wasco County under the authority of MCCOG.

**Task 2: Vehicle Ownership, Maintenance, and other Capital Costs.** MCCOG will be responsible for the provision of vehicles, fuel, insurance and maintenance costs.



## EXHIBIT B

### MCCOG COMPENSATION

**B.1 Basis of Compensation.** The County shall compensate MCCOG for the services provided as described in the Scope of Services, as defined in Exhibit A. The expected source of funding for these funds is a biannual “Special Transportation Program” grant to the County by the Oregon Department of Transportation.

The compensation to be paid for these services to MCCOG shall be based on a reimbursement cost of \$7.00 per ride for one-way rides provided to persons with disabilities and seniors. This reimbursement shall not exceed \$162,184 dollars for the period of July 1, 2015 through June 30, 2017. It is also understood by both parties that the Oregon Department of Transportation requires 10.27% matching funds for this service which MCCOG will provide (\$18,563).

MCCOG will provide all of the information necessary for the required quarterly reports to be submitted to the State.

**B.2 Payment for Services.** MCCOG shall submit quarterly billing invoices to the County based on the actual rides billed. MCCOG will only be compensated for rides incurred during Agreement period.

Invoices shall be submitted to the County on or before the fifteenth of the month for services incurred during the previous quarter. The County shall be allowed thirty (30) days from the date the invoice is received to reimburse MCCOG, provided that the work performed is acceptable to the County. Upon receipt of the invoice, the County shall review the documentation submitted and may request additional information. If the County does not request additional information within fifteen (15) days after receipt of the invoice, the invoice shall be deemed approved and payment of moneys shall be made. In the event the County requests additional information from MCCOG, the County shall have fifteen (15) days from the date of receipt of the additional information to review the information. If MCCOG has provided the information requested, the invoice shall be deemed approved and payment of moneys shall be made. In the event MCCOG does not provide the information requested within thirty (30) days, the County may deny the invoice or approve only the portion of the invoice which has been documented satisfactorily.

**B.3 Changes in the Scope of Project.** The County and MCCOG agree in accordance with the terms and conditions of this Agreement that if the scope of the project is changed materially, MCCOG shall request in writing, before services are provided, an appropriate change in the amount of compensation.

**B.4 Suspension or Abandonment of Project.** If the Project is suspended or abandoned, in whole or part for more than 45 days, MCCOG shall be compensated for all services performed prior to receipt of written notice from the County of such suspension or abandonment. If the Project is resumed after

being suspended for more than 45 days, MCCOG's compensation shall be reviewed with the County and an adjustment made for the cost of restarting the project before work continues.

## **EXHIBIT C**

### **INSURANCE PROVISIONS**

During the term of this Agreement, MCCOG shall maintain in force at its own expense, each insurance noted below:

**C.1 Worker's compensation.** Required of contractors with one or more workers, as defined by ORS 656.027. Worker's Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon worker's compensation coverage for all their subject workers.

**C.2 Employer's Liability.** Employer's liability insurance with a combined single limit or the equivalent of not less than \$500,000 for each claim, incident or occurrence. This is to cover damages caused by error, omission, or negligent acts related to the professional services provided under this Agreement.

**C.3 General Liability.** Broad form comprehensive general liability insurance coverage of \$1,000,000 combined single limit bodily injury and property damage.

**C.4 Automobile Liability.** Automobile bodily injury (\$1,000,000 per person and occurrence) and property damage (\$1,000,000 per occurrence) liability insurance covering all vehicles that will be used to provide services through this Agreement.

There shall be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without 30 days written notice from MCCOG's insurer(s) to the County.

PUBLIC TRANSIT DIVISION  
OREGON DEPARTMENT OF TRANSPORTATION

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation, Public Transit Division, hereinafter referred to as "State," and **Wasco County**, hereinafter referred to as "Recipient," and collectively referred to as the "Parties." Recipient is an "STF Agency" as that term is defined in OAR 732-005-0010.

## AGREEMENT

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2015** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated, available funds under this Agreement shall be disbursed in accordance with ORS 391 and OAR 732. State's obligation to disburse funds under this Agreement shall end as provided in Section 6.b. of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

**Exhibit A: Project Description and Budget**

**Exhibit B: Financial Information**

**Exhibit C: Subcontractor Insurance**

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C.

3. **Project Cost; Funds.** State shall provide Recipient funds in an amount not to exceed **\$160,000.00**. Recipient acknowledges and agrees that State may change the amount of funds available under this Agreement, based on availability of funds and other factors as determined by State, upon notification to Recipient in accordance with Section 11.g of this agreement. State and Recipient agree that in no event shall the amount State provides to Recipient be less than the Minimum Allocation determined as provided in OAR 732-010-0010.
4. **Project.** Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.d hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <http://www.oregon.gov/odot/pt/>. If Recipient is unable to access OPTIS, reports must be sent to [ODOTPTDReporting@odot.state.or.us](mailto:ODOTPTDReporting@odot.state.or.us). Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be necessary to comply with federal or state reporting requirements.
6. **Disbursement and Recovery of Funds.**
  - a. **Disbursement Generally.** Disbursement Generally. State shall make quarterly installment payments to Recipient within 30 days of the beginning of each calendar quarter described in Section 5. State shall determine the amount of each quarterly payment based on the funds stated in Section 3 divided by the number of calendar quarters for which payments are scheduled to be made, with any adjustments as may be determined by State if funds are adjusted as provided in Section 3.
  - b.

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**Conditions Precedent to Disbursement.** State's obligation to disburse funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.

ii. Recipient is in compliance with the terms of this Agreement.

iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

iv. All funds previously disbursed have been used in accordance with OAR Chapter 732.

v. Any audit findings relating to Recipient's use of funds under this Agreement or any other agreement with State have been resolved.

- c. **Recovery of Funds.** Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement must be returned to State. Recipient shall return all Misexpended Funds to State promptly after State's written demand and no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 14 days after the earlier of expiration or termination of this Agreement.

7. **Representations and Warranties of Recipient.** Recipient represents and warrants to State as follows:

- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the funds. Recipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.
- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- d. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from this federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating

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in this Agreement by any state or federal agency. Recipient agrees to notify State immediately if it is debarred, suspended or otherwise excluded from this federally-assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

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

8. **Records Maintenance and Access; Audit.**

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit State to verify how the funds were expended.
- d. **Audit Requirements.**
  - i. Recipient shall, at Recipient's own expense, submit to State, Public Transit Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to [ODOTPTDreporting@odot.state.or.us](mailto:ODOTPTDreporting@odot.state.or.us), a copy of, or electronic link to, any annual audit covering the funds expended under this Agreement by Recipient or a party to any subagreement with Recipient, as well as the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.
  - ii. Recipient shall save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

9. **Recipient Subagreements and Procurements**

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.



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- i. All subagreements must be in writing executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
- ii. Recipient agrees to provide State with a copy of any signed subagreement upon request by State. Any substantial breach of a term or condition of a subagreement relating to funds covered by this Agreement must be reported by Recipient to State within ten (10) days of its being discovered.

b. **Subagreement indemnity; insurance.**

***Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.***

Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subrecipients"), nor any attorney engaged by Recipient's Subrecipient(s), shall defend any claim in the name of the State 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 may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's Subrecipient is prohibited from defending State or that Recipient's Subrecipient is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Recipient's Subrecipient if State elects to assume its own defense.

Recipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement.

- c. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code and rules, as applicable.

10. **Termination**

- a. **Termination by State.** State may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by State in such written notice, if:
  - i. Recipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Recipient is, for any reason, rendered improbable, impossible, or illegal; or
  - ii. 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; or
  - iii.

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Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or

- iv. The Project would not produce results commensurate with the further expenditure of funds; or
  - v. Recipient takes any action pertaining to this Agreement without the approval of State and which under the provisions of this Agreement would have required the approval of State.
- b. **Termination by Recipient.** Recipient may terminate this Agreement effective upon delivery of written notice of termination to State, or at such later date as may be established by Recipient in such written notice,:
- i. Upon notification to State of its desire to withdraw from eligibility to receive the funds and providing to State a reason acceptable to State for the withdrawal; or
  - ii. If federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

11. **General Provisions**

- a. **Contribution.** 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 Recipient 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.

With respect to a Third Party Claim for which State is jointly liable with Recipient (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 Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient 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 Recipient 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.

With respect to a Third Party Claim for which Recipient is jointly liable with State (or would be if joined in the Third Party Claim), Recipient 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 Recipient 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 Recipient on the one hand and of State

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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. Recipient'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.

- b. **Dispute Resolution.** 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.
- c. **Reserved.**
- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. **Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. **No Third Party Beneficiaries.** State and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

Recipient acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Recipient, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the this Agreement.

- g. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 11.g. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.
- h. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.

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- i. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, as applicable to Recipient. Without limiting the generality of the foregoing, Recipient 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.
- j. **Insurance; Workers' Compensation.** All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- m. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

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**The Parties**, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

The Oregon Transportation Commission on October 20, 2010, approved Delegation Order Number OTC-01, which authorizes the Director of the Oregon Department of Transportation to administer programs related to public transit.

On March 1, 2012, the Director approved Delegation Order Number DIR-04, which delegates the authority to approve this Agreement to the Public Transit Division Administrator.

**SIGNATURE PAGE TO FOLLOW**



**Wasco County**, by and through its

By \_\_\_\_\_  
(Legally designated representative)

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

(If required in local process)

By \_\_\_\_\_  
Recipient's Legal Counsel

Date \_\_\_\_\_

**Recipient Contact:**

Teresa Chavez  
511 Washington Street, STE 302  
The Dalles, OR 97058  
1 (541) 506-2777  
teresac@co.wasco.or.us

**State Contact:**

Joni Bramlett  
555 13th St. NE  
Salem, OR 97301-4179  
1 (541) 388-6185  
Joni.D.BRAMLETT@odot.state.or.us

**State of Oregon**, by and through its  
Department of Transportation

By \_\_\_\_\_  
H. A. (Hal) Gard  
Rail and Public Transit Division Administrator

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By Joni Bramlett  
Date 5/28/2015

By \_\_\_\_\_

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

(For funding over \$150,000)

By \_\_\_\_\_  
Assistant Attorney General

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_

June 2, 2015

Keith Kutler by email

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## EXHIBIT A

### Project Description and Budget

#### Project Description/Statement of Work

<b>Project Title: 2015-17 Wasco County 30580 STF Formula</b> <i>Operating</i>				
<b>Item #1: Operating</b>				
	Total	Grant Amount	Local Match	Match Type(s)
	\$160,000.00	\$160,000.00	\$0.00	
<b>Sub Total</b>	\$160,000.00	\$160,000.00	\$0.00	
<b>Grand Total</b>	<b>\$160,000.00</b>	<b>\$160,000.00</b>	<b>\$0.00</b>	

#### 1. PROJECT DESCRIPTION

This Agreement provides financial support for special transportation services benefitting seniors and individuals with disabilities.

#### 2. PROJECT DELIVERABLES

Funding may be used for project types that improve transportation for senior and disabled populations including, but not limited to: maintenance and expansion of existing transportation programs; creation of new programs and services; planning and development for improved access to transportation; capital purchases; and as matching funds for state and federal programs also providing transportation and services to seniors and individuals with disabilities.

Recipient may distribute STF funds to eligible subrecipients and projects as confirmed by the State. Additional projects or sub recipients require an amended application that is confirmed by the State. Additional funds require an amended Agreement.

#### 3. PROJECT ACCOUNTING

Recipient retains authority over costs and allocations of STF dollars within the guidelines established by Oregon Revised Statutes (ORS) 391.800 through 391.830 and Oregon Administrative Rules (OAR) Chapter 732.

Recipient will receive and disburse STF moneys from a separate governmental fund. Any interest accrued from the account must be added to the moneys and reported to State.

**EXHIBIT B**

**FINANCIAL INFORMATION**

The information below will assist auditors to prepare a report in compliance with the requirements of 2 CFR part 200, subpart F.

This Agreement is financed by the funding source indicated below:

<b>State Program</b>	<b>State Funding Agency</b>		<b>Total State Funding</b>
ORS 391.800 through ORS 390.830 and OAR Chapter 732, Divisions 5, 10, and 30	Oregon Department of Transportation 355 Capitol St. N.E. Salem, OR 97301-3871		<b>\$160,000.00</b>

<b>Administered By</b> Public Transit Division 555 13th St. NE Salem, OR 97301-4179
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## EXHIBIT C

### Subagreement Insurance Requirements

#### GENERAL.

Recipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a subagreement when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which the Recipient is a Party.

#### TYPES AND AMOUNTS.

i. WORKERS COMPENSATION. Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than \$500,000 must be included.

ii. COMMERCIAL GENERAL LIABILITY. Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to State. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

iii. AUTOMOBILE Liability Insurance: Automobile Liability. Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

ADDITIONAL INSURED. The Commercial General Liability Insurance and Automobile Liability insurance must include State, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made"

[Return to Agenda](#)

coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of: (i) the contractor's completion and Recipient's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and State may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If State approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

**NOTICE OF CANCELLATION OR CHANGE.** The contractor or its insurer must provide 30 days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

**CERTIFICATE(S) OF INSURANCE.** Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.



## RACIAL AND ETHNIC IMPACT STATEMENT

This form is used for informational purposes only and must be included with the grant application.

Chapter 600 of the 2013 Oregon Laws require applicants to include with each grant application a racial and ethnic impact statement. The statement provides information as to the disproportionate or unique impact the proposed policies or programs may have on minority persons in the State of Oregon if the grant is awarded to a corporation or other legal entity other than natural persons.

1. ☒ The proposed grant project policies or programs could have a disproportionate or unique positive impact on the following minority persons:

Indicate all that apply:

- ☒ Women  
☒ Persons with Disabilities  
☐ African-Americans  
☒ Hispanics  
☐ Asians or Pacific Islanders  
☐ American Indians  
☐ Alaskan Natives

2. ☐ The proposed grant project policies or programs could have a disproportionate or unique negative impact on the following minority persons:

Indicate all that apply:

- ☐ Women  
☐ Persons with Disabilities  
☐ African-Americans  
☐ Hispanics  
☐ Asians or Pacific Islanders  
☐ American Indians  
☐ Alaskan Natives

3. ☐ The proposed grant project policies or programs will have no disproportionate or unique impact on minority persons.

If you checked numbers 1 or 2 above, on a separate sheet of paper, provide the rationale for the existence of policies or programs having a disproportionate or unique impact on minority persons in this state. Further provide evidence of consultation with representative(s) of the affected minority persons.

I HEREBY CERTIFY on this 2 day of July, 2015, the information contained on this form and any attachment is complete and accurate to the best of my knowledge.

Don Schwartz  
Signature  
Printed Name: Don Schwartz  
Title: Transportation Director

1 "Minority persons" are defined in SB 463 (2013 Regular Session) as women, persons with disabilities (as defined in ORS 174.107), African-Americans, Hispanics, Asians or Pacific islanders, American Indians, and Alaskan Natives.

The Oregon Department of Transportation Rail and Public Transit Division (RPTD), per Oregon Department of Administrative Services guidance, is collecting racial and ethnic impact information just prior to agreement execution rather than at the time of grant application. It is RPTD's opinion that this does not violate the intent of the law.

**FOR RPTD USE ONLY: Program: STF**

The STF funding supports dial-a-ride transportation for patrons of Wasco County and is available to low income, minorities, and disabled persons at a low cost.

**Agenda Item**  
**Interim Finance Director**

- [Smith-Wagar Professional Services Contract](#)

**WASCO COUNTY, OREGON**  
**PROFESSIONAL SERVICES AGREEMENT**  
**INTERIM FINANCE DIRECTOR SERVICES**

**THIS AGREEMENT**, made and entered into this 15th day of July, 2015, by and between Wasco County, an Oregon County, hereinafter referred to as the "County," and Smith-Wagar Consulting, hereinafter referred to as the "Consultant."

**RECITALS**

**WHEREAS**, the accomplishment of the work and services described in this Agreement is necessary and essential to the County; and

**WHEREAS**, the County desires to engage the Consultant to render professional accounting consultation services for the project described in this Agreement, and the Consultant is willing and qualified to perform such services;

**THEREFORE**, in consideration of the promises and covenants contained herein, the parties hereby agree as follows:

**1. Consultant's Scope of Services**

The Consultant shall perform interim Finance Director services in accordance with the terms and conditions set forth herein. Finance Director services include, but are not limited to, directing employees located in the Finance Department, updating information in the Eden financial accounting software program, representing the Finance Department at internal and external meetings, accessing Wasco County bank account information, providing information to the County's external auditor, and other services as may be necessary to facilitate the effective and efficient operation of the County's Finance Department.

**2. Effective Date and Duration**

This agreement shall become effective upon the date of execution by the County's administrative officer, and shall expire, unless otherwise terminated or extended, on completion of the work as determined by the County or June 30, 2016, whichever comes first. All work under this Agreement shall be completed prior to the expiration of this Agreement.

**3. Consultant's Fee**

**A. Basic Fee**

- 1) For services required in the fulfillment of Paragraph 1 the Consultant shall be paid on a per hour basis at a rate of \$90.00 per hour, which shall constitute full and complete payment for said services and all expenditures which may be made and expenses incurred, except as otherwise expressly provided in this Agreement. The Basic Fee shall not exceed the amount of Thirty Thousand Dollars (\$30,000) without prior written authorization.
- 2) The parties hereto do expressly agree that the Basic Fee is based upon the Scope of Services to be provided by the Consultant. In the event that the actual cost is lower

than the estimated cost, the County will be billed for the lower cost. In the event that the actual cost is higher than the estimated cost, the County will not adjust the Consultant's compensation without prior express authorization in writing.

**B. Payment Schedule for Basic Fee**

Payments shall be made upon receipt of billings based on the work completed. Billings shall be submitted by the Consultant periodically, but not more frequently than monthly. Payment by the County shall release the County from any further obligation for payment to the Consultant for service or services performed or expenses incurred as of the date of the statement of services. Payment shall be made only for work actually completed as of the date of invoice. Payment shall not be considered acceptance or approval of any work or waiver of any defects therein.

**C. Detailed Invoices**

The Consultant shall furnish cost records for all billings to substantiate all charges. For such purposes, the books of account of the Consultant shall be subject to audit by the County. The Consultant shall complete work and cost records for all billings on such forms and in such manner as will be satisfactory to the County.

**D. Contract Identification**

The Consultant shall furnish to the County its employer identification number, as designated by the Internal Revenue Service, or social security number, as the County deems applicable.

**E. Payment – General**

- 1) Consultant is a sole member LLC incorporated in the State of Oregon and has no employees as defined by the Internal Revenue Service; therefore the Consultant has no liabilities for employee taxes, benefits, or workers compensation.
- 2) The County certifies that sufficient funds are available and authorized for expenditure to finance costs of this contract.
- 3) Consultant shall make payments promptly, as due, to all persons supplying services or materials for work covered under this contract. Consultant shall not permit any lien or claim to be filed or prosecuted against the County on any account of any service or materials furnished.

**4. Assignment/Delegation**

Neither party shall assign, sublet or transfer any interest in or duty under this Agreement without the written consent of the other and no assignment shall be of any force or effect whatsoever unless and until the other party has so consented.

**5. Consultant is Independent Contractor**

**A.** The County's project director, or designee, shall be responsible for determining whether Consultant's work product is satisfactory and consistent with this agreement, but Consultant is not subject to the direction and control of the County. Consultant shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under Section 3 of this Agreement.

**B.** Consultant is an independent contractor and not an employee of County. Consultant

acknowledges Consultant's status as an independent contractor and acknowledges that Consultant is not an employee of the County for purposes of workers compensation law, public employee benefits law, or any other law.

- C.** The undersigned Consultant hereby represents that no employee of the County or any partnership or corporation in which a County employee has an interest, has or will receive any remuneration of any description from the Consultant, either directly or indirectly, in connection with the letting or performance of this Agreement.
- D.** If this payment is to be charged against Federal funds, Consultant certifies that he/she is not currently employed by the Federal Government and the amount charged does not exceed his/her normal charge for the type of service provided.
- E.** Consultant is not an active member of the Oregon Public Employees Retirement System and is not employed for a total of 600 hours or more in the calendar year by any public employer participating in the Retirement System.
- F.** Consultant is not an officer, employee, or agent of the County as those terms are used in ORS 30.265.

**6. Indemnity**

- A.** The County has relied upon the professional ability and training of the Consultant as a material inducement to enter into this Agreement. The Consultant represents to the County that the work under this contract will be performed in accordance with the professional standards of skill and care ordinarily exercised by members of the Consultant's profession under similar conditions and circumstances as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of a Consultant's work by the County shall not operate as a waiver or release. Acceptance of documents by the County does not relieve the Consultant of any responsibility for deficiencies, errors or omissions.
- B.** Claims for other than Professional Liability. Consultant agrees and shall indemnify, defend, save and hold harmless Wasco County, its officers, employees, agents, and representatives from all claims, suits, or actions and all expenses incidental to the investigation and defense thereof, of whatsoever nature, including, but not limited to, intentional acts resulting from or arising out of the activities of the Consultant in performance of this contract at both trial and appeal level, whether or not a trial or appeal ever takes place including any hearing before federal or state administrative agencies.. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.
- C.** Claims for Professional Liability. Consultant agrees and shall indemnify, defend, save and hold harmless Wasco County, its officers, employees, agents, and representatives from all claims, suits, or actions and all expenses incidental to the investigation and defense thereof, arising out of the professional negligent acts, errors or omissions of



Consultant or its subcontractors, sub-consultants, agents or employees in performance of professional services under this agreement.

- D.** As used in subsections B and C of this section, a claim for professional responsibility is a claim made against the County in which the County's alleged liability results directly or indirectly, in whole or in part, from the quality of the professional services provided by Consultant, regardless of the type of claim made against the County in performance of this contract. A claim for other than professional responsibility is a claim made against the County in which the County's alleged liability results from an act or omission by Consultant unrelated to the quality of professional services provided by Consultant in performance of this contract.

**7. Termination Without Cause**

At any time and without cause, the County shall have the right in its sole discretion, to terminate this Agreement by giving notice to the Consultant. If the County terminates the contract pursuant to this paragraph, it shall pay the Consultant for services rendered to the date of termination.

**8. Termination With Cause**

**A.** The County may terminate this Agreement effective upon delivery of written notice to the Consultant, or at such later date as may be established by the County, under any of the following conditions:

- i. If County funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services. This Agreement may be modified to accommodate a reduction in funds.
- ii. If Federal or State regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement.
- iii. If any license or certificate required by law or regulation to be held by the Consultant to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
- iv. If the Consultant becomes insolvent, if voluntary or involuntary petition in bankruptcy is filed by or against the Consultant, if a receiver or trustee is appointed for the Consultant, or if there is an assignment for the benefit of creditors of the Consultant.

Any such termination of this agreement under paragraph (A) shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

**B.** The County, by written notice of default (including breach of contract) to the Consultant, may terminate the whole or any part of this Agreement:

- 1) If the Consultant fails to provide services called for by this agreement within the time specified herein or any extension thereof, or
- 2) If the Consultant 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 the County, fails to correct such failures within ten days or such other period as the County may authorize.

- 3) If the Consultant fails to eliminate a conflict as described in Section 12 of this agreement.

The rights and remedies of the County provided in the above clause related to defaults (including breach of contract) by the Consultant shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

If the County terminates this Agreement under paragraph (B), the Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred, an amount which bears the same ratio to the total fees specified in this Agreement as the services satisfactorily rendered by the Consultant bear to the total services otherwise required to be performed for such total fee; provided, that there shall be deducted from such amount the amount of damages, if any, sustained by the County due to breach of contract by the Consultant. Damages for breach of contract shall be those allowed by Oregon law, reasonable and necessary attorney fees, and other costs of litigation at trial and upon appeal.

9. **Non-Waiver**

The failure of the County to insist upon or enforce strict performance by Consultant of any of the terms of this Agreement or to exercise any rights hereunder, should not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights on any future occasion.

10. **Method and Place of Giving Notice, Submitting Bills and Making Payments**

All notices, bills and payments shall be made in writing and may be given by personal delivery, mail, or by fax. Payments may be made by personal delivery, mail, or electronic transfer. The following addresses shall be used to transmit notices, bills, payments, and other information:

WASCO COUNTY	SMITH-WAGAR CONSULTING
Attn: Tyler Stone, Administrative Officer	Attn: Debbie Smith-Wagar
Address: 511 Washington St., Suite 101 The Dalles, OR 97058	Address: 22859 SW Taylor Court Sherwood, Oregon 97140
Phone: (541) 506-2552	Phone: (503) 686-3527
Email: <a href="mailto:tylers@co.wasco.or.us">tylers@co.wasco.or.us</a>	Email: <a href="mailto:debbie@smith-wagarconsulting.com">debbie@smith-wagarconsulting.com</a>

and when so addressed, shall be deemed given upon deposit in the United States mail, postage prepaid, or when so faxed, shall be deemed given upon successful fax. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to who notices, bills and payments are to be given by giving written notice pursuant to this paragraph.

11. **Merger**

This writing is intended both as a final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the

Agreement. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both parties.

**12. Professional Services**

The County requires that a Consultant, which does not represent clients on matters contrary to County interests, shall provide services provided pursuant to this agreement to the County. Further, the Consultant shall not engage services of a Consultant and/or other professional who individually, or through members of his/her same firm, represents clients on matters contrary to County interests.

Should the Consultant represent clients on matters contrary to County interests or engage the services of an Consultant and/or other professional who individually, or through members of his/her same firm, represents clients on matters contrary to County interests, the Consultant shall consult with the appropriate County representative regarding the conflict.

After such consultation, the Consultant shall have seven (7) days to eliminate the conflict to the satisfaction of the County. If such conflict is not eliminated within the specified time period, the agreement may be terminated pursuant to Section 10 (B - 3) of this agreement.

**13. Force Majeure**

Neither the County nor the Consultant shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disenabled, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the parties so disenabled shall within ten days from the beginning of such delay, notify the other party in writing of the cause of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

**14. Non-Discrimination**

Consultant agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statues, rules, and regulations. Consultant also shall comply with the Americans with Disabilities Act of 1990, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.

**15. Errors**

Consultant shall perform such additional work as may be necessary to correct errors in the work required under this Agreement without undue delays and without additional cost.

**16. Extra (Changes) Work**

Only the County's Project Manager may authorize extra (and/or change) work. Failure of the Consultant to secure authorization for extra work shall constitute a waiver of all right to adjustment in the contract price or contract time due to such unauthorized extra work and the Consultant thereafter shall be entitled to no compensation whatsoever for the performance of

such work.

**17. Governing Law**

The provisions of this Agreement shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any question arising under this Agreement must be brought in the appropriate court of the State of Oregon.

**18. Compliance With Applicable Law**

Consultant shall comply with all federal, state, and local laws and ordinances applicable to the work under this Agreement, including those set forth in ORS 279A, 279B, and 279C.

**19. Conflict Between Terms**

It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument in the proposal of the contract, this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

**20. Access to Records**

County shall have access to such books, documents, papers and records of the Consultant as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.

**21. Audit**

Consultant shall maintain records to assure conformance with the terms and conditions of this Agreement, and to assure adequate performance and accurate expenditures within the contract period. Consultant agrees to permit County, the State of Oregon, the federal government, or their duly authorized representatives to audit all records pertaining to this Agreement to assure the accurate expenditure of funds.

**22. Severability**

In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected to the extent that it did not materially affect the intent of the parties when they entered into the agreement.

**23. Complete Agreement**

This Agreement, including the exhibits, is intended both as a final expression of the Agreement between the Parties and as a complete and exclusive statement of the terms.

No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Consultant, by the signature of its authorized representative, hereby acknowledges that he/she has read this Agreement, understands it and agrees to be bound by its terms and conditions.

**IN WITNESS WHEREOF**, County has caused this Agreement to be executed by its duly authorized Board of Commissioners and Consultant has executed this Agreement on the date hereinabove first written.

**WASCO COUNTY  
BOARD OF COMMISSIONERS**

**SMITH-WAGAR CONSULTING**

\_\_\_\_\_  
Scott C. Hege, Chair                      7.15.2015  
Date

\_\_\_\_\_  
By: Authorized Contractor Representative

\_\_\_\_\_  
Rod L. Runyon                      7.15.2015  
County Commissioner              Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Steven D. Kramer                      7.15.2015  
County Commissioner              Date

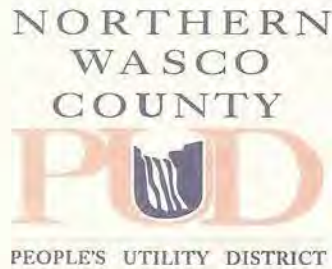
APPROVED AS TO FORM:

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



**Agenda Item**  
**PUD – Museum Grant**

- [Award Letter](#)
- [Letter Requesting Release of Funds](#)



July 2, 2015

Wasco County/City of The Dalles Museum Commission  
c/o Cal McDermid, Museum Director  
500 W. 15<sup>th</sup> Street  
The Dalles, Oregon 97058

Dear Cal:

Congratulations! The Northern Wasco County PUD Board of Directors has selected the request from the Wasco County/City of The Dalles Museum Commission to receive an Economic Development Grant in the amount of \$17,000.00 less eligible Northern Wasco County PUD energy conservation rebates for the purchase of a high efficiency heat pump, installing insulation in the Fort Dalles Surgeon's Quarters' floor, ceilings and air ducts and for the rewiring of the attic and basement.

Please send us a written request to release the funds that you have been awarded when you are ready to begin the project. Upon completion of the project you need to send to my attention a notice stating that the project has been completed. Photographs and invoices verifying expenses incurred must also be submitted with that notification.

As stated in the application criteria, the project must be completed within one year from the award date, in this case June 30, 2016.

Please do not hesitate to contact me at (541) 298-3302 if you have any questions or concerns regarding this matter.

Yours very truly,

NORTHERN WASCO COUNTY PUD

A handwritten signature in blue ink that reads "Kathy McBride" followed by a small smiley face.

Kathy McBride  
EXECUTIVE ASST/MEDIA MANAGER



# WASCO COUNTY

## *Board of County Commissioners*

511 Washington Street, Suite 302

The Dalles, Oregon 97058-2237

(541) 506-2520

Fax: (541) 506-2521

Scott Hege, *Chair of the Board*

Rod Runyon, *County Commissioner*

Steve Kramer, *County Commissioner*

Northern Wasco PUD  
ATTN: Kathy McBride  
2345 River Road  
The Dalles, OR 97058-3551

Re: Grant Award & Request to Release Funds

On behalf of Wasco County, the Board of Commissioners would like to thank you for your generous contribution of \$17,000 (less eligible rebates) for the upgrade of the heating and cooling system, insulation and wiring for the Fort Dalles Museum. Your support will help preserve an important part of our local history not only for visitors to our area but the residents who take pride in our past. In addition, the resulting reduction in operating costs will promote fiscal sustainability.

At this time we would request the release of the awarded funding so that the work may begin and be completed by the stated deadline of June 30, 2016.

Wasco County  
Board of Commissioners

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Scott C. Hege, Chair

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Rod L. Runyon, County Commissioner

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Steven D. Kramer, County Commissioner

## **Agenda Item**

### **VSO Quarterly Report**

- [Quarterly Activity Report](#)



## CVSO Activity Report 2015

Month	Retroactive Payments	Monthly Payments	Decisions Received	Decisions with Award	Issues Awarded	Issues Denied	New Client Files	Claims Filed	Informal	Readjudications and Appeals Filed	Healthcare Applications	Contacts	Volunteer Hours
July 2014	\$37,847.99	\$4,295.49	10	7	7	6	40	24	13	1	1	523	341
August 2014	\$5,349.44	\$440.93	5	3	6	21	33	11	9	7	11	362	253
September 2014	\$58,427.72	\$4,620.30	11	7	9	14	18	12	9	10	5	326	257
October 2014	\$25,331.58	\$2,482.09	11	5	13	18	37	5	6	4	19	341	333
November 2014	\$33,868.91	\$5,710.15	9	7	6	2	38	16	12	4	15	277	278
December 2014	\$58,762.99	\$3,635.62	6	5	10	15	30	8	4	3	16	300	276
January 2015	\$15,978.69	\$3,490.07	10	5	10	35	14	12	4	3	13	321	270
February 2015	\$74,691.68	\$3,692.62	27	19	31	32	26	11	4	4	19	371	271
March 2015	\$68,417.12	\$4,794.29	25	18	33	15	30	14	2	5	13	391	313
April 2015	\$38,132.94	\$7,464.84	16	14	25	28	15	9	6	4	23	352	323
May 2015	\$39,700.09	\$10,863.21	18	11	25	22	11	11	10	2	18	342	272
June 2015	\$10,002.70	\$821.69	13	7	12	14	37	16	7	5	15	391	326
<b>2015</b>	<b>\$466,511.85</b>	<b>\$52,311.30</b>	<b>161</b>	<b>108</b>	<b>187</b>	<b>222</b>	<b>329</b>	<b>149</b>	<b>86</b>	<b>52</b>	<b>168</b>	<b>4,297</b>	<b>3,513</b>
<b>Cumulative Monthly Payments</b>	<b>\$299,591.77</b>												
<b>Total Cumulative + Retroactive</b>	<b>\$766,103.62</b>												

### June 2015

18.62 Contacts per working day (Includes in-person, telephone, email and regular mail)

0.76 Formal Claims per working day

1.10 Formal + Informal claims per working day

53.85% Claim award rate

46.15% Issue award rate

6.15 Average Age (months) of claims awarded (Increased due to wins on Appeal)

5.74 Portland VARO average completion time March 2014 from VA Monday Morning Report      June 29, 2015

### Fiscal Year to Date 2014/15

17.33 Contacts per working day (Includes In-person, telephone, email and regular mail)

0.60 Formal Claims per working day

0.95 Formal + Informal claims per working day

67.08% Claim award rate

45.72% Issue award rate

6.66 Average Age (months) of claims awarded

6.58 Portland VARO average completion from VA Monday Morning Report      June 29, 2015

13 Decision Letters Received

5 Initial Compensation

7 Increase/Re-open Compensation

1 Veteran Live Pension

0 Widow Death Pension/DIC

0 Burial

0 Appeals



## **Agenda Item**

### **VSAC Proposed Ballot Measure**

- [County Referral Process](#)
- [Draft Ballot Measure Resolution](#)
- [Notice of Measure Election](#)

## Referrals

A referral is a resolution prepared by a county, city or district governing body to place a measure on the ballot for voters of the jurisdiction to decide.

In order for any referral to appear on the ballot all of the following must occur:

- drafting of ballot title
- publication of notice of receipt of ballot title
- completion of ballot title challenge period and if challenged completion of the ballot title review by circuit court
- drafting of explanatory statement if county is producing a voters' pamphlet



An explanatory statement is an impartial, simple and understandable statement explaining the measure and its effect.



See OAR 165-022-0040 available at [www.oregonvotes.gov](http://www.oregonvotes.gov).

and

### For county and city referrals

- certification of final ballot title and explanatory statement to the county elections official

## County Referral Process

Once a county governing body adopts a resolution referring a measure for the voters to decide a ballot title must be drafted.

### Ballot Title

*ORS 250.185*

A ballot title is a concise and impartial statement that will be printed on the ballot summarizing the measure and its major effect. The ballot title may be prepared by:

- county governing body

or

- district attorney

### County Governing Body

If a county governing body prepares a ballot title, it must comply with all statutory requirements and be filed with the county elections official for publication in the next available edition of a newspaper of general circulation in the county.



See Ballot Title preparation on page 12.

### District Attorney

If a county governing body does not prepare its own ballot title the county elections official forwards two copies of the referral to the District Attorney to prepare a ballot title.

After receiving copies of the text of the referral, the District Attorney must prepare a ballot title and file it with the county elections official for publication in the next available edition of a newspaper of general circulation in the county.



See Publication of Notice on page 12.

### Certification of Referral to Ballot

*ORS 254.103*

The county governing body must file the final ballot title, certifying the challenge process is complete on the following form:



Form SEL 801 Notice of Measure Election – County



Form SEL 801 must be accompanied by an explanatory statement if required the county is producing a voters' pamphlet

After receiving a county referral, the county elections official assigns a measure number.



Ballot measure numbers will not be repeated. If the measure is later removed from the ballot, the measure number will not be re-used.

### Withdrawal of Referral

To withdraw a referral, a county governing body must complete and file with the county elections official:



Form SEL 804 Withdrawal - Notice of Measure Election



The SEL 804 must be submitted no later than the 61<sup>st</sup> day before the election.

**DRAFT 2**

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR WASCO COUNTY, OREGON

In the Matter of Calling for an Election	)	RESOLUTION
For a Five-Year Veterans' Services	)	
Operating Levy	)	No. _____

This matter came before the Board of Commissioners for Wasco County, Oregon, on the \_\_\_\_ day of \_\_\_\_\_, 2015, at the request of the Wasco County Assessor, Treasurer and Board of Commissioners.

The Board, being fully apprized of the representations of the above-named persons, the records and files herein, finds as follows:

1. Wasco County employs a veterans' service officer to assist over 3,000 local veterans and their survivors whose military service spans from World War II to Iraq and Afghanistan.
2. This assistance has returned to local veterans, or their widows, more than \$8.6 million annually in federal benefits.
3. The veterans' service officer helps veterans initiate paperwork and disability claims, process appeals, and provides services not otherwise available to veterans.
4. The County veterans' program is one of the few county services not required by law. Consequently, funding within the County budget has varied widely over the years with monies left over after funding other required programs.
5. ORS 408.720 provides that the County may levy in each year a tax not exceeding  $1/80^{\text{th}}$  of 1 percent (.000125) of the real market value of all taxable property within the County. It is estimated that this authorization, which is the equivalent of \$0.125 per \$1,000.00 of assessed value would raise \$265,700.00 in 2016-2017; \$ \_\_\_\_\_ in 2017-2018; \$ \_\_\_\_\_ in 2018-2019; \$ \_\_\_\_\_ in 2019-2020; \$ \_\_\_\_\_ in 2020-2021; and \$ \_\_\_\_\_ in 2021-2022.
6. A \$200,000.00 home would pay \$25.00 annually.
7. Funds raised the first year would be used to pay salaries and operating expenses and to pay for office rental, utilities, phone and operating supplies.

8. The amounts needed in years 2 through 5 would be determined as part of the annual County budget; consequently, it may not be necessary to levy the full amount in those years.

9. During FY 2014-2015, the County veterans' service officer was instrumental in recovering more than \$750,000.00 for local veterans or their surviving spouses, for service-connected disabilities, non-service connected pensions, surviving spouse pensions or educational allowances. All such medical benefits directly offset Medicaid payments, thereby making those Medicaid funds available to others.

10. It would be in the best interests of the veterans who served our County and country honorably, their widows and the citizens of Wasco County, that a ballot measure be submitted to voters on November 3, 2015, as to whether Wasco County shall levy \$0.125 per \$1,000.00 assessed value for County veterans services beginning July 1, 2016 for five years.

NOW, THEREFORE, IT IS HEREBY RESOLVED that:

11. The Wasco County Board of Commissioners directs that the Wasco County Clerk shall place on the November 3, 2015 election ballot the measure attached hereto as Exhibit "A", incorporated herein by reference.

12. The Chairperson is authorized to sign the election ballot measure and file it with the County Clerk.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2015

BOARD OF COMMISSIONERS FOR  
WASCO COUNTY, OREGON

\_\_\_\_\_  
Scott Hege, Chairman

\_\_\_\_\_  
Rod Runyon, Commissioner

\_\_\_\_\_  
Steve Kramer, Commissioner

ATTEST: \_\_\_\_\_  
County Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Wasco County Counsel

Notice		
Date of Notice	Name of County or Counties	Date of Election

The following is the final ballot title of the measure to be submitted to the county’s voters.

Final Ballot Title
Notice of receipt of ballot title has been published and the ballot title challenge process has been completed.
Caption
10 words which reasonably identifies the subject of the measure

Question
20 words which plainly phrases the chief purpose of the measure

Summary
175 words which concisely and impartially summarizes the measure and its major effect

Explanatory Statement					
500 words that impartially explains the measure and its effect, if required attach to this form					
If the county is producing a voters’ pamphlet an explanatory statement must be submitted for any measure referred by the county governing body and if required by local ordinance, for any initiative or referendum.					
Measure Type	County producing voters’ pamphlet	Local ordinance requiring submission	Explanatory statement required		
<input type="checkbox"/> Referral	<input type="checkbox"/> Yes <input type="checkbox"/> No	Not applicable	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
<input type="checkbox"/> Initiative	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
<input type="checkbox"/> Referendum	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No	

Authorized County Official
Not required to be notarized
→ By signing this document, I hereby state that I am authorized by the county to submit this Notice of Measure Election and I certify that notice of receipt of ballot title has been published and the ballot title challenge process for this measure completed.

Name	Title	Work Phone
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Signature	Date Signed
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## **Agenda Item**

### **Juvenile Services Update**

- [No documents have been submitted for this item](#)
  - [RETURN TO AGENDA](#)

## **Agenda Item**

### **Executive Session**

- [Pursuant to ORS 192.660\(2\)\(g\) – Trade Negotiations](#)
- [No documents have been submitted for this item – Return to Agenda](#)

## **Agenda Item**

### **Executive Session**

- [Pursuant to ORS 192.660\(2\)\(i\) – Performance Evaluations of Public Officers & Employees](#)
- [No documents have been submitted for this item – Return to Agenda](#)

# Department of Youth Services

Enhancing community safety and reducing  
recidivism of youthful offenders

- Embracing partnerships with community providers
- Accountability for behaviors
- Restoration for victims
- Valuing diversity
- Developing skills of youth and families
- Excellence in service
- Effective relationships with employees, partners, and families.

# Goal One: Technology

The Wasco County Department of Youth Services will integrate technology in all aspects of the work flow of the department.

## Objective

- Wasco County Department of Youth Services will use technology to increase efficiencies in communicating with agency partners, youth and families. These areas include; integrating technology into work environment, updated webpage(s), published e-mail contacts, citizen feedback and surveys, and frequently sought information.

## Goals

- Create a technology plan in coordination with IT Department for updated equipment, decreasing duplication of documentation – accessing Juvenile Justice Information System remotely.
- Implement a schedule for updating the Wasco County Youth Services Website.
- Develop linkages with the website to receive payments for both Department of Youth Services and YOUTHTHINK through donations and private/public partnerships.
- Provide access to information and increase contacts with youth on supervision and families through technology tools including Skype, YouTube, supervision software.
- Provide forms that families, youth, and victims can obtain via the web page. (Emancipation information and application, information relating to expunging records, temporary guardianship forms, and victim information brochures, and other links deemed appropriate)



# Goal Two: Customer Service

## Objective:

To create a sense of service; regardless of the circumstances, in every interaction that takes place with the public, stakeholders, and/or between departments or employees.

## Goals:

- Engage in community processes and planning sessions to regularly receive feedback on community needs.
- Work on innovative ways to enhance the customer experience with the County.
- Receive feedback and input from YOUTHTHINK members and youth regarding services and needs for Wasco County.
- Teach and model behavior for staff and peers that result in increased customer service levels.
- Partner with agencies by increasing customer satisfaction and outcomes through implementing trauma-informed tools.
- To be responsive, respectful and timely in meeting our customer's needs in a positive manner.

# Goal Three: Employee Satisfaction

## **Objective**

- The Department will directly engage employees on ways the Department of Youth Services can improve its level of service.

## **Goals**

- Maintain regularly scheduled staff meetings to review current work, updates, and share information related to happenings within the County and Department.
- Provide annual employee evaluations.