WASCO COUNTY BOARD OF COMMISSIONERS REGULAR SESSION / AGENDA WEDNESDAY, JUNE 7, 2017 LOCATION: Wasco County Courthouse, Room #302 511 Washington Street, The Dalles, OR 97058

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

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

NOTE: With the exception of Public Hearings, the Agenda is subject to last minute changes; times are approximate – please arrive early. **Meetings are ADA accessible.** For special accommodations please contact the Commission Office in advance, (541) 506-2520. TDD 1-800-735-2900. If you require and interpreter, please contact the Commission Office at least 7 days in advance. **Las reuniones son ADA accesibles.** Por tipo de alojamiento especiales, por favor póngase en contacto con la Oficina de la Comisión de antemano, (541) 506-2520. TDD 1-800-735-2900.

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

9:00 a.m.

CALL TO ORDER

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

- Corrections or Additions to the Agenda
- <u>Discussion Items</u> (Items of general Commission discussion, not otherwise listed on the Agenda: <u>ODOT</u>
 <u>Agreement</u>; <u>Forest Service Agreement</u>; <u>Lane County IGA</u>; <u>Demolition Project</u>; <u>Design LLC Letter of Agreement</u>; <u>Dispute Resolution Grant Award</u>
- <u>Consent Agenda</u> (Items of a routine nature: minutes, documents, items previously discussed.): <u>Minutes</u>-<u>5.17.2017 Regular Session</u>
 - 9:30 a.m. <u>Recess to District Hearings</u>
 - 9:40 a.m. <u>Wasco County Budget Hearing</u> Mike Middleton
 - 9:50 a.m. <u>Emergency Management MOUs</u> Juston Huffman
 - 10:00 a.m. Youth Services/Youth Think/Community Corrections <u>Community Work Program Update</u> – Molly Rogers/Fritz Osborne <u>Underage Drinking</u> – Debby Jones/Molly Rogers
 - 10:30 a.m. <u>2017/2018 Strategic Plan and Summit Notes</u> Lisa Gambee/Tyler Stone
 - 10:50 a.m. Executive Session Per ORS 192.660(2)(e) Real Property Transactions; ORS 192.660(2)(h) to consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

COMMISSION CALL NEW/OLD BUSINESS ADJOURN

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



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

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

Public Comment – Fort Dalles Museum

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

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

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

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

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

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

Discussion List – ODOT STF Agreement

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

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

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

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

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

Discussion Item – Forest Service Agreement

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

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

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

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

Discussion Item - Lane County IGA for Software Support

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

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

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

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

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

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

Discussion Item - Demolition Project

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

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

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

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

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

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

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

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

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

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

The Session reconvened at 9:39 a.m.

Agenda Item - Wasco County 2017-2018 Budget

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

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

- 1. Budget Committee met on May 16th to review the Proposed Budget. Minor changes were made and voted on to create the Approved Budget presented today
 - a. Overfunded positions in Veterans by double counting a position that changed removed from budget decrease \$49,446
 - b. Wildlife Control line left out added back in \$5,000
 - c. NORCOR was overstated and decreased back to \$79,068 as was decided at NORCOR meeting
 - d. Voted to add \$7,180 for Public Health to support a training for Environmental Health
 - e. Vote to increase Public Health by \$7,820 failed 3-2
- 2. Included are two additional changes to the Approved Budget
 - a. The Emergency Manager was moved to full time and this expense is in the Approved Budget
 - i. However, the cost is offset by 50% funding from the state. This was not included in the budget and should have been
 - ii. In the General Fund this increases revenue \$8,465 and will increase Unappropriated Fund Balance by the same. This results in a net gain.
 - b. Youth Services received a Restricted Donation in FY17and the intent is to spend it in November
 - The donation is \$1,500 to purchase a log-splitter (General Fund – Youth Services)
 - ii. Aiming to purchase on "Black Friday" due to historical sales
 - Was not included in the budget, so propose adding in to Youth Services Supplies to meet the restricted donation without cutting other expenses
 - iv. Increase Youth Services Supplies, decrease Unappropriated Fund Balance = no net overall changed in budget total
- 3. Items to consider that are not included that I am aware of
 - a. Museum funding from the City budgeted at \$20,000; City has actually budgeted \$22,500.
 - i. Increase of \$5,000 over FY17 from City
 - ii. County transferring in \$20,000 to support
 - 1. \$17,500 from General Fund; \$2,500 from Economic Development out of County Share
 - iii. Historically County and City have put in the same amount

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

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

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

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

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

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

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

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

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

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

Agenda Item - Emergency Management MOUs

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

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

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

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

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

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

motion which passed unanimously.}}}

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

Agenda Item - Community Work Crew Update

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

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

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

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

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

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

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

Agenda Item - Underage Drinking

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

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

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

Department Updates - County Clerk

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

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

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

Agenda Item - Strategic Plan and Session Notes

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

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

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

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

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

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

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

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

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

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

Discussion List Item - Design LLC Letter of Agreement

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

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

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

Discussion List Item – Dispute Resolution Selection

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

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

Consent Agenda - 5.17.2017 Regular Session Minutes

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

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

The Session reconvened at 11:02 a.m.

Agenda Item - Executive Session

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

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

Commission Call

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

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

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

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

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

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

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

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

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

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

Summary of Actions

Motions Passed

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

Consensus

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

Wasco County Board of Commissioners

Rod L. Runyon, Board Chair

Scott C. Hege, County Commissioner

Steven D. Kramer, County Commissioner

DISCUSSION LIST

ACTION AND DISCUSSION ITEMS:

- 1. <u>ODOT Agreement</u> Rich Eberle
- 2. <u>Forest Service Weed Control Agreement</u> Arthur Smith
- 3. <u>Lane County IGA</u> Jill Amery
- 4. <u>Demolition Project</u> Fred Davis
- 5. <u>Design LLC Letter of Agreement</u> Tyler Stone
- 6. <u>Community Dispute Resolution Grant Selection</u> Kathy White

Discussion Item ODOT Agreement

• ODOT Agreement #32222 for Special

Transportation Funding

RAIL AND 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, Rail and Public Transit Division, hereinafter referred to as "State," and **Wasco County**, hereinafter referred to as "Recipient," and collectively referred to as the "Parties."

AGREEMENT

- Effective Date. This Agreement shall become effective on the later of July 1, 2017 or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before June 30, 2019 (Expiration Date). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 10 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

Exhibit D: Summary of Federal Requirements, incorporating by reference Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement

Exhibit E: Information required by 2 CFR 200.331(a), may be accessed at http:// www.oregon.gov/odot/pt/, Oregon Public Transit Information System (OPTIS), as the information becomes available

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: Exhibit D; Exhibit E; this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C.

- Project Cost; Grant Funds; Match. The total project cost is estimated at \$208,146.00. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed \$186,769.00 in Grant Funds for eligible costs described in Section 6.a. hereof. Recipient shall provide matching funds for all Project Costs as described in Exhibit A.
- Project. The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.c 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 delivered to 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 Grant Funds.
 - a. Disbursement Generally. State shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by State within 30 days of State's approval of a request for reimbursement from Recipient using a format that is acceptable to State. Requests for reimbursement must be entered into OPTIS or sent to ODOTPTDReporting@odot.state.or.us. Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement described in Section 9.a. of this Agreement, in performance of the Project and that are not excluded from reimbursement by State, either by this Agreement or by exclusion as a result of financial review or audit.
 - b. Conditions Precedent to Disbursement. State's obligation to disburse Grant 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 including, without limitation, Exhibit D and the requirements incorporated by reference in Exhibit D.
 - 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. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.
 - c. **Recovery of Grant 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 of expiration or termination of this Agreement.
- 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 Grant 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 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 Grant 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 Grant 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 Grant Funds were expended.

d. Audit Requirements.

- Recipients receiving federal funds in excess of \$750,000 are subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Recipient, if subject to this requirement, shall at Recipient's own expense submit to State, Rail and Public Transit Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to ODOTPTDReporting@odot.state.or.us, a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted, 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.
 - 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.
- Recipient shall review the Best Practices Procurement Manual, a technical assistance manual prepared by the FTA, available on the FTA website: www.fta.dot.gov/ grants/13054_6037.html
- c. 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 may 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. Any insurance obtained by the other party to Recipient's subagreements, if any, shall not relieve Recipient of the requirements of Section 11 of this Agreement. The other party to any subagreement with Recipient, if the other party employs subject workers as defined in ORS 657.027, must obtain Workers Compensation Coverage as described in Exhibit C.

d. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable, including all applicable provisions of the Oregon Public Contracting Code and rules, and in conformance to FTA Circular 4220.1F, Third Party Contracting Requirements including:

i. all applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement;

ii. all procurement transactions are conducted in a manner providing full and open

competition;

iii. procurements exclude the use of statutorily or administratively imposed in-state or geographic preference in the evaluation of bids or proposals (with exception of locally controlled licensing requirements);

iv. construction, architectural and engineering procurements are based on Brooks Act procedures unless the procurement is subject to ORS 279C.100 to 279C.125.

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:
 - 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
 - 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
 - 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
 - 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, if:
 - i. The requisite local funding to continue the Project becomes unavailable to Recipient; or
 - 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 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 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. Responsibility for Grant Funds. Any recipient of Grant Funds, pursuant to this Agreement with State, shall assume sole liability for that recipient's breach of the conditions of this Agreement, and shall, upon recipient's breach of conditions that requires State to return funds to the FTA, hold harmless and indemnify State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the recipient of Grant Funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
- 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.
- 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, including without limitation as described in Exhibit D. 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.
- 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.

Wasco County/State of Oregon Agreement No. 32222

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 Rail and Public Transit Division Administrator.

SIGNATURE PAGE TO FOLLOW

Wasco County/State of Oregon Agreement No. 32222

Wasco County, by and through its	State of Oregon, by and through its Department of Transportation			
Ву	Ву Н. А. (На	I) Gard		
(Legally designated representative)		Rail and Public Transit Division Administrator		
Name (printed)	Date			
Date	APPROVAL RECOMMENDED			
Ву	Ву	Theresa Conley		
Name (printed)	Date	05/16/2017		
Date	2 3 5 6 P 7 5 9	ED AS TO LEGAL SUFFICIENCY g over \$150,000)		
APPROVED AS TO LEGAL SUFFICIENCY	Ву			
(If required in local process)	Assistant	Assistant Attorney General		
By Recipient's Legal Counsel	Name (printed)	Marvin D. Fjordbeck by email		
Date	Date	03/13/2017		

Recipient Contact:

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

State Contact:

Theresa Conley 555 13th St. NE Salem, OR 97301-4179 1 (541) 388-6250 theresa.l.conley@odot.state.or.us

EXHIBIT A

Project Description and Budget

Project Description/Statement of Work

Project Title: 2017-19 R4 5310 Wasco County 32222

Purchased Service and Preventive Maintenance

Item #	1: Contracted Servic	e (5310 only)		and the second second
	Total	Grant Amount	Local Match	Match Type(s)
	\$174,712.00	\$156,769.00	\$17,943.00	Local
Item #	1: Preventative Main	ntenance		
	Total	Grant Amount	Local Match	Match Type(s)
	\$33,434.00	\$30,000.00	\$3,434.00	Local
Sub Total	\$208,146.00	\$186,769.00	\$21,377.00	
Grand Total	\$208,146.00	\$186,769.00	\$21,377.00	

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1. PROJECT DESCRIPTION

Purchased Service:

Provides funding to purchase service to provide public transportation to seniors and individuals with disabilities, and the general public in Wasco County, Oregon. The majority of the service is provided in the general vicinity of The Dalles, Oregon. The local service is demand-response, open Monday through Friday, and passengers are picked up at their origin and dropped off at their destination. Passengers may transfer to the bus going to Hood River (and on to Portland). This project also supports the administrative costs required to manage the service contract.

Preventive Maintenance:

Provide funding for preventive maintenance on vehicles and non-vehicle assets in the provision of public transportation. Proper maintenance ensures assets are kept in good condition per manufacturer's recommendations and that safety standards are met. Preventive maintenance reimbursed in this Agreement is for assets used in the provision of public transportation services for the general public, seniors, or individuals with disabilities. This Agreement does not provide for maintenance on staff vehicles, vehicles used for business of Recipient, or maintenance vehicles.

2. PROJECT DELIVERABLES, TASKS, and SCHEDULE

Purchased Service:

The purchased service will be provided by a contractor or pass-through subrecipient selected by Recipient, and will be designed to benefit seniors and individuals with disabilities, and may also be made available to the general public.

The service, schedule, days, hours, and service type (demand responsive) will be designed to meet the needs of seniors and individuals with disabilities as determined by Recipient in consultation with the operator of service, the affected community members, and stakeholders identified by Recipient.

Services will be provided in accordance with the locally adopted Coordinated Public Transit Human Services Transportation Plan (Coordinated Plan). Recipient and contractor or passthrough subrecipient will coordinate the delivery of transportation services with other public and private transportation providers to enhance regional services and to avoid duplication of services. Coordinated service may be made available to a variety of potential users, including the general public. Recipient may amend the service design at any time in accordance with local demand, funding issues, changes in the Coordinated Plan, or other situations that require service to be changed. Recipient will inform State if there is a change in the service funded by this Agreement.

Recipient will market the services to target users.

Recipient will oversee and monitor the services and performance of the contractor or passthrough subrecipient.

The following performance measure will be used to evaluate the effectiveness of the project:

Ridership: The actual or estimated one-way passenger trips provided to seniors and individuals with disabilities. A passenger trip is a unit of service counted each time a passenger enters the vehicle, is transported, then exits the vehicle. Each unique destination constitutes a passenger trip.

A ridership goal is established for this project as follows.

For 2017-19: Unduplicated individuals 251 For 2017-19: One-way rides 22,000

Preventive Maintenance:

All preventive maintenance tasks must be completed prior to the expiration date of this Agreement.

Preventive maintenance expenses include activities, supplies, materials, labor, services, and associated costs required to preserve or extend the functionality and serviceability of the asset in a cost effective manner. Preventive maintenance includes, but is not limited to the following: oil changes; engine tune-ups; tire purchases; tire maintenance; annual vehicle inspections; scheduled or routine maintenance; and associated parts, supplies, and labor.

Preventive maintenance under this Agreement does not include repairs resulting from motor vehicle accidents covered by insurance, repairs on vehicles or components under warranty, or repairs which are paid for in other agreements or contracts.

Recipient must provide to State a plan for proposed preventive maintenance, unless a plan is already on file with State. Reimbursement requests must match the activities or purchases described in Recipient's plan.

A major component replacement (such as an engine or transmission), that keeps an asset within useful life (overhaul), or extends the useful life (rebuild) may be eligible for reimbursement under this Agreement, pending verification of conformance to Recipient's adopted maintenance plan and requirements detailed in Federal Transit Administration Circular 5010.1E (Award Management Requirements), Chapter IV.

A vehicle must meet at least 40 percent of its useful life to be considered for an overhaul. Recipient must obtain pre-approval from State prior to any vehicle overhaul. Vehicle rebuilds must extend the useful life of the vehicle by at least four years.

If local circumstances change, for example, vehicle type or asset disposition, Recipient's maintenance plan must be updated to reflect that change and submitted to State within 90 days of the change.

3. PROJECT ACCOUNTING, MATCHING FUNDING and SPENDING PLAN

Sources of funding that may be used as Recipient's matching funds for this Agreement include Special Transportation Formula Funds, local funds, service contract revenue, advertisement income, other earned income, cash donations, and other verifiable in-kind contributions that are integral to the project budget. Recipient may not use passenger fares as matching funds. Under this Agreement, State will bear the sum remaining after the amount of Recipient's required share of local matching funds is subtracted from the total project expenses.

Purchased Service:

This Agreement covers contracted public transportation provision, as defined under the 49 USC § 5310 program, as described in Circular 9070.1G, Section III-14-e.

Generally accepted accounting principles and the Recipient's accounting system determine those costs that are to be accounted for as gross operating expenses. Recipient may not count the same costs twice if they have multiple agreements for which these costs may be eligible. The service provider may use capital equipment funded under USDOT- or Statesource agreements when performing services rendered through a contract or subagreement funded by this Agreement. Depreciation of capital equipment funded from USDOT- or Statesource grants is not an eligible expense.

Recipient will subtract revenue from fares, tickets and passes whether pre-paid or post-paid, from the gross operating expense of the service. Administrative expenses incurred by the contractor or pass-through subrecipient are reimbursable as operating expenses. Under this Agreement, State will bear the sum remaining after the amount of Recipient's required share of local matching funds is subtracted from the total project expenses.

Recipient may not use assets acquired under this Agreement to compete unfairly with the private sector.

4. REPORTING and INVOICING REQUIREMENTS

Preventive Maintenance:

Recipient will request reimbursement for covered expenses incurred during each period as prescribed by State and described in Recipient's submitted preventive maintenance plan for this Agreement. Recipient must maintain and provide supporting documents detailing the total expenses for allowable maintenance activities incurred during the period. Recipient may list costs on a form provided by State, or provide vendor invoices. Wasco County/State of Oregon Agreement No. 32222

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:

Federal Program 49 U.S.C. 5310	Federal Funding Agency U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	CFDA Number 20.513 (5310)	Total Federal Funding \$186,769.00
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Administered By Rail and Public Transit Division 555 13th St. NE Salem, OR 97301-4179 Wasco County/State of Oregon Agreement No. 32222

EXHIBIT C

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" 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 for the maximum time

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.

Wasco County/State of Oregon Agreement No. 32222

EXHIBIT D

Summary of Federal Requirements and Incorporating by Reference Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement ("Master Agreement")

Recipient and Recipient's subrecipient(s), contractor(s), or subcontractor(s), at any tier, if any, must comply with all applicable federal requirements contained in the Certifications and Assurances available at www.transit.dot.gov. The Certifications and Assurances, including as they may be changed during the term of this Agreement, are by this reference incorporated herein.

Recipient further agrees to comply with all applicable requirements included in the Master Agreement that is signed and attested to by 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 at www.transit.dot.gov. Without limiting the foregoing, the following is a summary of some requirements applicable to transactions covered by this Agreement and the funds described in Exhibit A:

- Recipient 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). Recipient 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. Recipient 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.
- Recipient 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.
- 3. Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Recipient's DBE program, if applicable, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to State of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- Recipient must include the following language in each subagreement Recipient signs with a subcontractor or subrecipient:

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

5. By executing the Agreement, Recipient and contractors receiving in excess of \$100,000 in federal funds, other than Indian tribes, certify to State that they have not and will not use federal funds to pay for influencing or attempting to influence an officer 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 as well as the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, cooperative agreement, or other federal award. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. If non-federal funds have been used to support lobbying activities in connection with the Project, Recipient shall complete Standard Form LLL, Disclosure Form to Report Lobbying and submit the form to State at the end of each calendar quarter in which there occurs an event that 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.

Discussion Item USFS Stewardship Agreement

 <u>Stewardship Agreement Between Wasco County</u> and the US Forest Service, Mt. Hood National <u>Forest</u>



FS Agreement No. 17-SA-11060600-017

Cooperator Agreement No.

STEWARDSHIP AGREEMENT Between The County of Wasco And the U.S. FOREST SERVICE, Mount Hood National Forest

This Stewardship Agreement is hereby made and entered into by and between the County of Wasco, hereinafter referred to as "Wasco County," and the U.S. Forest Service, Mount Hood National Forest, hereinafter referred to as the Forest Service, under the authority and provisions of the Agricultural Act of 2014, Pub. L. 113-79, sec. 8205, and the Wyden authority: Pub. L. 105-277, Section 323 as amended by Pub. L. 109-54, Section 434, and permanently authorized by Pub. L. 111-11, Section 3001.

Background: In 2003 Congress authorized the Forest Service and the Bureau of Land Management to enter into stewardship contracts and agreements "to achieve land management goals for the national forests that meet local and rural community needs." The primary focus of this legislation is to achieve land management goals through stewardship projects awarded under contracts or agreements. Unique to the legislation is the ability to exchange goods for services that meet the land management objectives.

The area addressed in this Stewardship Agreement is known as the Wasco County and lies within the borders of the States of Oregon. This area includes an un-estimated number of acres to be treated during the term of this Stewardship Agreement.

Wasco County and the Mount Hood National Forest have cooperatively treated weeds on and around the National Forest for many years. It is an objective of both agencies to stop or reduce the spread of noxious weeds and other invasives species. This agreement will further this objective by funding more treatments across the area and facilitate communication and sharing of knowledge, information, and coordinating effective treatment efforts. Wasco County will be using these funds to treat known and new weed infestations, while the Forest Service will assist them in this effort and keep the county informed of any new or concerning infestations throughout the treatment year.

Title: Wasco County Noxious Weeds Treatment

I. PURPOSE:

The purpose of this Stewardship Agreement is to document the cooperative effort between the parties for landscape restoration activities within the Mount Hood National Forest in accordance with the following provisions and the hereby incorporated Appendices.

Appendix A	Definitions	
Appendix B	Technical Proposal	
Appendix C	Map of Stewardship Project Area	
Appendix D	Financial Plan	

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The Forest Service is a land management agency dedicated to the wise use and management of National Forest System (NFS) lands, including the responsibility for maintaining and improving resource conditions.

Wasco County Weed Department Mission Statement "To manage the invasion and spread of noxious weeds throughout the County."

It is the objective of the Wasco County Weed Department to prevent economic and environmental damage associated with noxious weed infestations within the County of Wasco and neighboring lands. The forest is a vital area for recreation as well as a source of revenue for its businesses. The forest is also the primary watershed for most of the water consumed in the county. It is a top objective of the county government to protect these resources for its citizens.

Mission accomplishment for both parties will be furthered by the restoration of natural resources across the landscape.

All projects conceived under this Stewardship Agreement will undergo a collaborative process to determine specific habitat improvements. The collaborative process will ensure that the benefits of undertaking restoration activities are mutually beneficial to Wasco County and the Forest Service as well as being beneficial to a wide diversity of interests involved in collaboration.

Both parties share an interest in improving the ecosystem condition and function of the landscape. A healthy landscape provides a variety of benefits beyond the needs of a single species, and therefore benefits both parties.

It is therefore mutually beneficial for the parties to work together to implement these landscape restoration and enhancement projects.

In consideration of the above premises, the parties agree as follows:

III. THE PARTNER SHALL:

A. <u>LEGAL AUTHORITY</u>. Wasco County shall have the legal authority to enter into this Stewardship Agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the non-Federal share of project costs, when applicable.

B. <u>TECHNICAL PROPOSAL</u>. In coordination with the Forest Service, prepare and submit for review a Technical Proposal, which will be attached as Appendix B when finalized. This Technical Proposal must address agreed upon land management activities within the Stewardship Project Area displayed in Appendix C, for the proposed operating period. The Technical Proposal must abide by all laws and regulations pertaining to the management and protection of National Forest System (NFS) lands and adhere to the National Environmental Policy Act (NEPA) document and all mitigation identified therein. The Technical Proposal will be used to make an evaluation and arrive at a determination as to whether the proposal will meet the requirements of the Forest Service. Therefore, the Technical Proposal must present sufficient information to reflect a thorough understanding of the requirements and a detailed description of the techniques, procedures, and program for achieving the objectives of the specifications/statement of work. Technical Proposal must clearly provide the following:

1. A plan of operations for stewardship project work. Include a timeline and the rationale for the work activities identified to ensure activities will be completed by the expiration date of the agreement.

2. Quality control plan for both stewardship projects.

The approved Technical Proposal will become part of this agreement without necessity of a formal modification.

- C. <u>BILLING</u>. Bill the Forest Service for costs incurred on the project. *See related Provision IV F. Payment/Reimbursement*
- D. Meet annually to discuss treatment areas and plans. Reporting requirements and due dates will be established and agreed to.
- E. Follow Technical Proposal Noxious Weed Treatment Funding & Plan of Work, Appendix B
- F. Submit Pesticide Application Record Forms no later than 9/30 to meet Forest Service fiscal year (10/1-09/30) reporting requirements.

IV. THE FOREST SERVICE SHALL:

- A. Have the Regional Forester or authorized designee approve all stewardship project proposals.
- B. Inform Wasco County of any changes in stewardship policy, law and regulations.
- C. Recognize Wasco County's contribution, in a manner acceptable to both parties, in news releases, interpretive signs, photographs, or other media as appropriate.

- D. <u>SERVICE WORK</u>. Review the Technical Proposal and work with Wasco County to make any necessary changes. *See related Provision III-B*.
- E. <u>TECHNICAL PROPOSAL EVALUATION</u>. Evaluate the Technical Proposal on technical and cost evaluation criteria, such as, but not limited to:
 - 1. Weed Treatment.
 - 2. Quality Control.
 - 3. Reporting
- F. <u>PAYMENT/REIMBURSEMENT</u> The Forest Service shall reimburse Wasco County for the Forest Service's share of actual expenses incurred, not to exceed **\$ 60,000.00**, as shown in the Financial Plan. In order to approve a Request for Reimbursement, the Forest Service shall review such requests to ensure payments for reimbursement are in compliance and otherwise consistent with the terms of the agreement. The Forest Service shall make payment upon receipt of the Wasco County's monthly, invoice. Each invoice from Wasco County shall display the total project costs for the billing period, separated by Forest Service and Wasco County share. In-kind contributions must be displayed as a separate line item and must not be included in the total project costs available for reimbursement. The final invoice must display the Wasco County's full match towards the project, as shown in the financial plan, and be submitted no later than 90 days from the expiration date.

Each invoice must include, at a minimum:

- 1. Cooperator name, address, and telephone number.
- 2. Forest Service agreement number.
- 3. Invoice date.
- 4. Performance dates of the work completed (start & end).
- 5. Total invoice amount for the billing period, separated by Forest Service and Cooperator share with in-kind contributions displayed as a separate line item.
- 6. Display all costs, both cumulative and for the billing period, by separate cost element as shown on the financial plan.
- 7. Cumulative amount of Forest Service payments to date.
- 8. Statement that the invoice is a request for payment by "reimbursement."
- 9. If using SF-270, a signature is required.
- 10. Invoice Number, if applicable.

The invoice shall be forwarded to:

EMAIL: asc_ga@fs.fed.us
FAX: 877-687-4894
POSTAL: USDA Forest Service
Albuquerque Service Center
Payments – Grants & Agreements

101B Sun Ave NE	
Albuquerque, NM 87109	

Send a copy to:

Chad Atwood	
16400 Champion Way	
Sandy OR, 97055	
catwood@fs.fed.us	

- G. Meet annually with Wasco County and provide treatment areas, maps, and support for completing the agreed upon treatment plan. Reporting requirements and due dates will be established and agreed to.
- H. <u>OVERPAYMENT</u>. Any funds paid to Wasco County in excess of the amount entitled under the terms and conditions of this agreement constitute a debt to the Federal Government. The following must also be considered as a debt or debts owed by the Cooperator to the Forest Service:
 - 1. Any interest or other investment income earned on advances of agreement funds; or
 - 2. Any royalties or other special classes of program income which, under the provisions of the agreement are required to be returned.

If this debt is not paid according to the terms of the bill for collection issued for the overpayment, the Forest Service may reduce the debt by:

- 1. Making an administrative offset against other requests for reimbursement.
- 2. Withholding advance payments otherwise due to Wasco County.
- 3. Taking other action permissed by statute (31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B).

Except as otherwise provided by law, the Forest Service may charge interest on an overdue debt.

V. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:

A. <u>PRINCIPAL CONTACTS</u>. Individuals listed below are authorized to act in their respective areas for matters related to this Stewardship Agreement.

Principal Partner Contacts:

Merel Keys	Arthur Smith
2705 East Second Street	2705 East Second Street
The Dalles, OR 97058	The Dalles, OR 97058
Telephone: (541) 506-2640	Telephone: (541) 506-2640
Email:	Email: arthurs@co.wasco.or.us
Title/Role/Responsibility: Weed Master	Title/Role/Responsibility: Road Master

Principal U.S. Forest Service Contacts:

Chad Atwood	Jessica Clark
16400 Chanpion Way	501 E. 5 th Street #404
Sandy, OR, 97055	Vancouver, WA 98661
Telephone: 503-668-1668	Telephone: 360-891-5168
Email: catwood@fs.fed.us	Email: jessicaaclark@fs.fed.us
Title/Role/Responsibility: Program	Title/Role/Responsibility: Lead G&A Specialist
Manager	The Kole Kesponsionary. Lead G&A Specialist

B. ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT

STATUS FOR CORPORATE ENTITIES. This agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement Wasco County acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the agreement, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If Wasco County fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds Wasco County has expended in violation of sections 433 and434.

C. <u>SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM)</u>. Wasco County shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.

- D. <u>AVAILABILITY FOR CONSULTATION</u>. Both parties will make themselves available at mutually agreeable times, for continuing consultation to discuss the conditions covered by this Stewardship Agreement and agree to actions essential to fulfill its purposes.
- E. <u>ANNUAL MEETING</u>. At a minimum, the parties will meet annually to discuss potential stewardship projects and jointly review the active stewardship project proposal list.
- F. <u>ENVIRONMENTAL MANAGEMENT SYSTEM (EMS).</u> The parties will comply with the Forest Service's environmental management system (EMS) which is a systematic approach to improving environmental performance by identifying activities and environmental impacts that occur on National forest system (NFS) lands. The Forest Service will provide Wasco County with details for compliance.
- G. <u>NEPA COMPLIANCE</u>. The Forest Service will assure that this Stewardship Agreement incorporates necessary design criteria and standards for operation to comply with the NEPA document. Wasco County will work with the Forest Service to comply with these terms on the ground.
- H. <u>TECHNICAL AND COST EVALUATION</u>. Best approach determination is the evaluation method used by the Forest Service to approve stewardship agreement technical proposals. Such consideration shall primarily consider criteria other than cost. These non-price criteria include, but are not limited to:
 - 1. The extent of mutual interest and benefit.
 - 2. The advantages and effectiveness of mutual participation.
 - 3. Joint expertise.
 - 4. Past performance.
 - 5. Technical approach
 - 6. Factors relevant to cost such as volunteer participation, contribution from other parties, cost sharing, etc.
 - 7. Ability to utilize, educate and/or train a local workforce.
 - 8. Benefits to the local community
 - 9. Ability to complete work in a timely manner.
 - 10. Experience in performing similar work.
 - 11. Ability to conduct work in an environmentally sound manner.
- I. <u>NOTICES</u>. Any communications affecting the operations covered by this agreement given by the Forest Service or Wasco County is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the Forest Service Program Manager, at the address specified in this Stewardship Agreement.

To Wasco County, at Wasco County's address shown in this Stewardship Agreement or

such other address designated within this Stewardship Agreement.

Notices will be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- J. <u>PARTICIPATION IN SIMILAR ACTIVITIES</u>. This Stewardship Agreement in no way restricts the Forest Service or Wasco County from participating in similar activities with other public or private agencies, organizations, and individuals.
- K. <u>ENDORSEMENT</u>. Any of Wasco County's contributions made under this Stewardship Agreement do not by direct reference or implication convey Forest Service endorsement of Wasco County's products or activities.
- L. <u>NON-FEDERAL STATUS FOR PARTNER PARTICIPANT LIABILITY</u>. Wasco County agree(s) that any of Wasco County's employees, volunteers, and program participants shall not be deemed to be Federal employees for any purposes including Chapter 171 of Title 28, United States Code (Federal Tort Claims Act) and Chapter 81 of Title 5, United States Code (OWCP), and Wasco County hereby willingly agree(s) to assume these responsibilities.

Further, Wasco County shall provide any necessary training to Wasco County's employees, volunteers, and program participants to ensure that such personnel are capable of performing tasks to be completed. Wasco County shall also supervise and direct the work of its employees, volunteers, and participants performing under this Stewardship Agreement.

M. <u>MEMBERS OF U.S. CONGRESS</u>. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this Stewardship Agreement, or benefits that may arise therefrom, either directly or indirectly.

N. <u>DRUG-FREE WORKPLACE</u>.

- 1. Wasco County agree(s) that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any project/program that receives Federal funding. The statement must
 - a. Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;
 - b. Specify the actions Wasco County will take against employees for violating that prohibition; and
 - c. Let each employee know that, as a condition of employment under any award, the employee:
 - (1) Shall abide by the terms of the statement, and

- (2) Shall notify you in writing if he or she is convicted for a violation of a criminal drug statute occurring in the workplace, and must do so no more than five calendar days after the conviction.
- 2. Wasco County agree(s) that it will establish an ongoing drug-free awareness program to inform employees about
 - a. The dangers of drug abuse in the workplace;
 - b. The established policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation and employee assistance programs; and
 - d. The penalties that you may impose upon them for drug abuse violations occurring in the workplace.
- 3. Without the Program Manager's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this Stewardship Agreement, or the completion date of this Stewardship Agreement, whichever occurs first.
- 4. Wasco County agree(s) to immediately notify the Program Manager if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the number of each project which the employee worked. The notification must be sent to the Program Manager within ten calendar days after Wasco County learn(s) of the conviction.
- 5. Within 30 calendar days of learning about an employee's conviction, Wasco County shall either:
 - a. Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or
 - b. Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.
- O. <u>NONDISCRIMINATION</u>. The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, and so

forth.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

P. <u>ELIGIBLE WORKERS</u>. Wasco County shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). Wasco County shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental agreement awarded under this Stewardship Agreement.

Q. STANDARDS FOR FINANCIAL MANAGEMENT.

1. Financial Reporting

Wasco County shall provide complete, accurate, and current financial disclosures of the project or program in accordance with any financial reporting requirements, as set forth in the financial provisions.

2. Accounting Records

Wasco County shall continuously maintain and update records identifying the source and use of funds. The records shall contain information pertaining to the agreement, authorizations, obligations, unobligated balances, assets, outlays, and income.

3. Internal Control

Wasco County shall maintain effective control over and accountability for all Forest Service funds. Wasco County shall keep effective internal controls to ensure that all United States Federal funds received are separately and properly allocated to the activities described in the agreement and used solely for authorized purposes.

4. Source Documentation

Wasco County shall support all accounting records with source documentation. These documentations include, but are not limited to, cancelled checks, paid bills, payrolls, contract documents. These documents must be made available to the Forest Service upon request.

R. <u>AGREEMENT CLOSEOUT</u>. Wasco County Within 90 days after expiration or notice of termination the parties shall close out the award/agreement.

Any unobligated balance of cash advanced to the Recipient/Cooperator must be immediately refunded to the Forest Service, including any interest earned in accordance with 7CFR3016.21/2CFR 215.22.

Within a maximum of 90 days following the date of expiration or termination of this grant, all financial performance and related reports required by the terms of the agreement must be submitted to the Forest Service by the Recipient/Cooperator.

If this agreement is closed out without audit, the Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

- S. <u>USE OF FOREST SERVICE INSIGNIA</u>. In order for Wasco County to use the Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted by the Forest Service's Office of Communications (Washington Office). A written request will be submitted by Forest Service.
- T. <u>PROGRAM MONITORING AND PROGRAM PERFORMANCE REPORTS</u>. The parties to this agreement shall monitor the performance of activities under this Stewardship Agreement to ensure that performance goals are being achieved.

Performance reports must contain information on the following:

- A comparison of actual accomplishments to the goals established for the period. Where the output of the project can be readily expressed in numbers, a computation of the cost per unit of output, if applicable.

- Reason(s) for delay if established goals were not met.
- Additional pertinent information.

Wasco County shall submit annual performance reports to the Forest Service Program Manager. These reports are due 90 days after the reporting period. The final performance report shall be submitted either with Wasco County's final payment request, or separately, but not later than 90 days from the expiration date of this Stewardship Agreement.

U. <u>RETENTION AND ACCESS REQUIREMENTS FOR RECORDS</u>. Wasco County shall retain all records pertinent to this Stewardship Agreement for a period of no less than three years from the expiration or termination date. As used in this provision, records include books, documents, accounting procedures and practice, and other data, regardless of the type or format. Wasco County shall provide access and the right to examine all records related to this Stewardship Agreement to the Forest Service Inspector General, or Comptroller General or their authorized representative. The rights of access in this section must not be limited to the required retention period but must last as long as records are

kept.

If any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the 3-year period, the records must be kept until all issues are resolved, or until the end of the regular 3-year period, whichever is later.

Records for nonexpendable property acquired in whole or in part, with Federal funds shall be retained for 3 years after its final disposition.

V. <u>FREEDOM OF INFORMATION ACT (FOIA)</u>. Public access to Stewardship Agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to "Freedom of Information" regulations (5 U.S.C. 552).

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2008 Farm Bill).

- W. <u>TEXT MESSAGING WHILE DRIVING.</u> In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- X. <u>PUBLIC NOTICES</u>. It is Forest Service's policy to inform the public as fully as possible of its programs and activities. Wasco County is/are encouraged to give public notice of the receipt of this award/Stewardship Agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:

"Invasive Weed Treatment Program, of the Forest Service, Department of Agriculture, Mount Hood NF."

Wasco County may call on Forest Service's Office of Communication for advice regarding public notices. Wasco County is/are requested to provide copies of notices or announcements to the Forest Service Program Manager and to Forest Service's Office of Communications as far in advance of release as possible.

- Y. <u>FUNDING EQUIPMENT AND SUPPLIES</u>. Federal funding under this Stewardship Agreement is not available for reimbursement of Wasco County's purchase of equipment and supplies. Equipment is defined as having a fair market value of over \$5,000 per unit and a useful life of over one year.
- Z. <u>PURCHASE OF ASSETS</u>. Any assets (such as equipment, property, or improvements) purchased by the Forest Service with Cooperator contributions must become the property of the Forest Service.
- AA. <u>PROPERTY IMPROVEMENTS</u>. Improvements placed on National Forest System land at the direction or with approval of the Forest Service becomes property of the United States. These improvements are be subject to the same regulations and administration of the Forest Service as would other National Forest improvements of a similar nature. No part of this Stewardship Agreement entitles Wasco County to any interest in the improvements, other than the right to use and enjoy them under applicable Forest Service regulations.
- BB. <u>CONTRACT REQUIREMENTS</u>. Any contract under this agreement must be awarded following Wasco County's established procedures, to ensure free and open competition, and avoid any conflict of interest (or appearance of a conflict). Wasco County shall maintain cost and price analysis documentation for potential Forest Service review. Wasco County is encouraged to utilize small businesses, minority-owned firms and women's business enterprises.
- CC. <u>GOVERNMENT-FURNISHED PROPERTY</u>. Wasco County may only use Forest Service property furnished under this Stewardship Agreement for performing tasks assigned in this Stewardship Agreement. Wasco County shall not modify, cannibalize, or make alterations to Forest Service property. A separate document, Form AD-107, must be completed to document the loan of Forest Service property. The Forest Service shall retain title to all Forest Service-furnished property. Title to Forest Service property must not be affected by its incorporation into or attachment to any property not owned by the Forest Service, nor must the property become a fixture or lose its identity as personal property by being attached to any real property.

Partner Liability for Government Property.

- 1. Unless otherwise provided for in the Stewardship Agreement, Wasco County shall not be liable for loss, damage, destruction, or theft to the Government property furnished or acquired under this contract, except when any one of the following applies
 - a. The risk is covered by insurance or Wasco County is/are otherwise reimbursed (to the extent of such insurance or reimbursement).

- b. The loss, damage, destruction, or theft is the result of willful misconduct or lack of good faith on the part of Wasco County's managerial personnel. Wasco County's managerial personnel, in this clause, means Wasco County's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of Wasco County's business; all or substantially all of Wasco County's operation at any one plant or separate location; or a separate and complete major industrial operation.
- 2. Wasco County shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. Wasco County shall separate the damaged and undamaged Government property, place all the affected Government property in the best possible order, and take such other action as the Property Administrator directs.
- 3. Wasco County shall do nothing to prejudice the Government's rights to recover against third parties for any loss, damage, destruction, or theft of Government property.
- 4. Upon the request of the G&A Specialist, Wasco County shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of Stewardship Agreements of assignment in favor of the Government in obtaining recovery.

DD. <u>FOREST SERVICE ACKNOWLEDGED IN PUBLICATION AND AUDIOVISUALS</u>. Wasco County shall acknowledge Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this Stewardship Agreement.

EE. <u>NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR</u> <u>AUDIOVISUAL MATERIAL</u>. Wasco County shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

To file a complaint alleging discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington DC 20250-9410 or call toll free voice (866) 632-9992, TDD (800)877-8339, or voice relay (866) 377-8642. USDA is an equal opportunity provider and employer."

If the material is too small to permit the full statement to be included, the material shall, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

- FF. <u>REMEDIES FOR COMPLIANCE RELATED ISSUES</u>. If Wasco County materially fail(s) to comply with any term of the Stewardship Agreement, whether stated in a Federal statute or regulation, an assurance, the Stewardship Agreement, the Forest Service may take one or more of the following actions:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by Wasco County or more severe enforcement action by the Forest Service;
 - 2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
 - 3. Wholly or partly suspend or terminate the current Stewardship Agreement for Wasco County's program;
 - 4. Withhold further awards for the program, or
 - 5. Take other remedies that may be legally available, including debarment procedures under 2 CFR part 417.
- GG. <u>TERMINATION BY MUTUAL</u> AGREEMENT. This Stewardship Agreement may be terminated, in whole or part, as follows:

- When the Forest Service and Wasco County agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.

- By 30 days written notification by Wasco County to the Forest Service setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated. If the Forest Service decides that the remaining portion of the Stewardship Agreement must not accomplish the purpose for which the Stewardship Agreement was made, the Forest Service may terminate the award upon 30 days written notice in its entirety.

Upon termination of an Stewardship Agreement, Wasco County shall not incur any new obligations for the terminated portion of the Stewardship Agreement after the effective date, and shall cancel as many outstanding obligations as possible. The Forest Service shall allow full credit to Wasco County for the Forest Service share of obligations that cannot be canceled and were properly incurred by Wasco County up to the effective date of the termination. Excess funds shall be refunded within 60 days after the effective date of termination.

HH. <u>ALTERNATE DISPUTE RESOLUTION – PARTNERSHIP AGREEMENT</u>. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.

- II. <u>DEBARMENT AND SUSPENSION</u>. Wasco County shall immediately inform the Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the Federal government according to the terms of 2 CFR Part 180. Additionally, should Wasco County or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- JJ. <u>MODIFICATION</u>. Modifications within the scope of this Stewardship Agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made in writing, at least 30 days prior to implementation of the requested change. The Forest Service is not obligated to fund any changes not properly approved in advance.
- KK. <u>COMMENCEMENT/EXPIRATION DATE</u>. This Stewardship Agreement is executed as of the date of the last signature and is effective through December 31, 2018 at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.
- LL. <u>AUTHORIZED REPRESENTATIVES</u>. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this Stewardship Agreement.

In witness whereof, the parties have executed this Stewardship Agreement as of the last date written below.

ROD RUNYON, Chairman Wasco County Board of Commissioners

JIM DEMAAGD, Acting Forest Supervisor U.S. Forest Service, Mt. Hood National Forest

APPROVED AS TO FORM:

Kristen Campbell, Wasco County Counsel
--

Date

Date

The authority and format of this Stewardship Agreement (17-SA-11060600-017) have been reviewed and approved for signature.

ANNE DOOLIN U.S. Forest Service Grants Management Specialist

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

APPENDIX A DEFINITIONS

<u>Technical and Cost Evaluation.</u> The evaluation used by the Forest Service to award projects. Such consideration shall primarily consider criteria other than cost. These non-price criteria include, but are not limited to, extent of mutual cooperation and benefits, past performance, experience, technical approach, and benefits to the local community.

<u>Stewardship Project Proposal.</u> A written request submitted by Forest and Grassland Supervisors to the Regional Forester for review and approval for proposed stewardship projects. The request for approval must include appropriate information about the proposed project, such as land management goals of the project, the total value of the project, products to be removed, the value of services to be received, the value of goods to be exchanged for services, contributed funds or work to be received, and expected residual receipts from the project.

After reviewing a proposed project, the Regional Forester shall approve or disapprove the project through a formal written reply in correspondence to the Forest or Grassland Supervisor. Only the projects and associated work activities approved by the Regional Forester with completed NEPA analysis are to be included in this Stewardship Agreement.

APPENDIX B TECHNICAL PROJECT PROPOSAL

2017 Noxious Weed Treatment Funding & Plan of Work Mt. Hood National Forest

Wasco county proposes to manually or chemically treat invasive noxious weeds (as defined by Oregon Department of Agriculture Policy and Classification 2017) along roadsides, landings, and other disturbed areas. Chemical treatments will be done using various equipment, including trucks with mounted boom sprayers, ATV-mounted sprayers, and backpack sprayers. The use of this equipment is site specific. Priority treatment locations include completed and proposed timber sale areas, high recreational use sites, major roadways and other disturbed areas infested by noxious weeds. Treatments will be made across the forest with emphasis on particular areas or species of concern. Some treatments may be made on adjacent lands under the Wyden Amendment to reduce the spread of noxious weeds along roads entering National Forest lands. The current conditions include roadside infestations of houndstongue (*Cynoglossum officinale*), tansy ragwort (*Senecio jacobea*), diffuse, spotted and meadow knapweed (*Centaurea diffusa; C. stoebe; C. pratensis*) which quickly spread into areas where there is ground disturbance.

Plan of Work: Acres to be treated: approximately 350

Summary of treatment sites:

- 1. Crystal Clear Restoration area and McCubbins Gulch, houndstongue and tansy ragwort treatments. High Priority. Preparation for timber sale. (Mitigate for field work in CCR clear signage and early alerts)
 - *Highway 216* (1-071)
 - 2110 road system
 - 2120 system
 - 2130 system
 - 4300 system
 - *4310 system*
 - 4200 system

Contact Christina Mead for assistance in treatments on OHV trails or off road work.

- 2. Maintenance of State Highways 26 and State Highway 35
 - *Highway 26* (sites 6-019, 6-020)
 - *Highway 35* (site 6-018)

The Forest Service will assist Wasco County with some survey efforts, application work, and

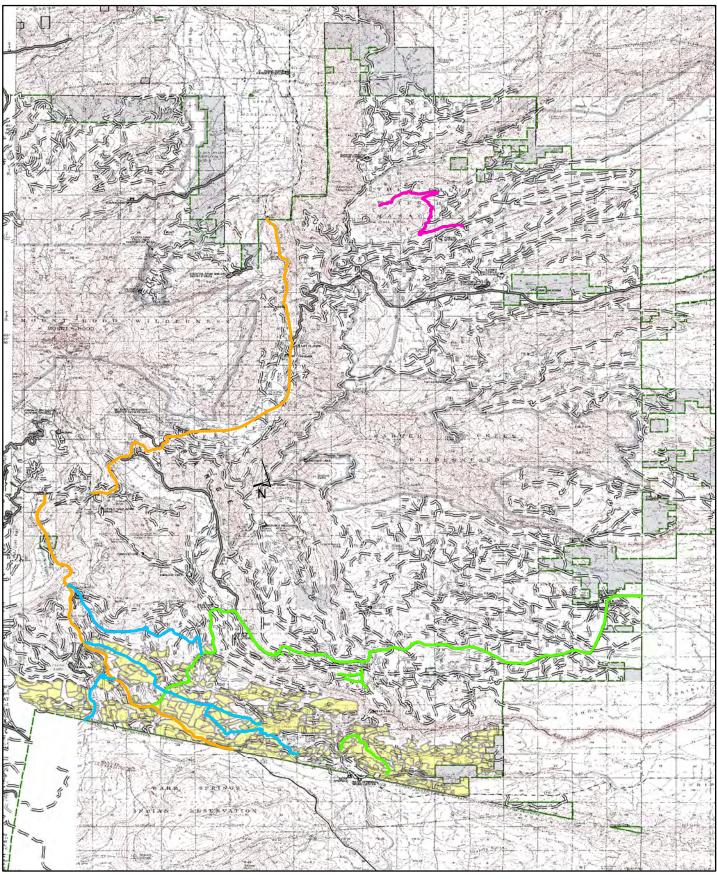
pre-season work planning. Post application monitoring will be done by the FS.

NEPA documentation:

FEIS for Site Specific Invasive Plant Treatments for Mt. Hood National Forest and Columbia River Gorge National Scenic Area in Oregon. (March 2008)

Treatment maps and herbicide treatment forms will be provided by the Forest Service. HERBICIDE TREATMENT FORMS ARE DUE BY SEPTEMBER 30, to meet Forest Service fiscal year reporting requirements.

APPENDIX C MAP OF STEWARDSHIP PROJECT AREA





APPENDIX D

FINANCIAL PLAN

Insert FS 1500-17A, B, or C Agreement Financial Plan here.

U.S. Forest Service

it: D				_	
	USFS Agreement No.:	17-SA-1106	0600-017	Mod. No.:	
Coop	perator Agreement No.:				
		al Plan may be used			
		ome is expected and			
		is not giving cash to	the FS and		
		er Federal funding			
Financial Dian Matrice	•	eements Financial P	· · /		
Financial Plan Matrix:		-		d type of contribution(S).
				CONTRIBUTIONS	
	(a)	(b)	(c)	(d)	
		Cash			
COST ELEMENTS	Noncash	to	Noncash	In-Kind	(e)
Direct Costs		Cooperator			Total
Salaries/Labor	\$7,300.00	\$31,150.00	\$10,457.50		\$48,907.
Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.
Equipment	\$510.00	\$20,750.00	\$6,847.50	\$0.00	\$28,107.
Supplies/Materials	\$0.00	\$8,100.00	\$2,700.00	\$0.00	\$10,800.
Printing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.
Other					\$0.
Subtotal	\$7,810.00	\$60,000.00	\$20,005.00	\$0.00	\$87,815.
Coop Indirect Costs		\$0.00	\$5,200.33		\$5,200.
FS Overhead Costs	\$702.90				\$702.9
Total	\$8,512.90	\$60,000.00	\$25,205.33	\$0.00	
	Το	tal Project Value:			\$93,718.2

Matching Costs Determination				
Total Forest Service Share =	(f)			
$(a+b) \div (e) = (f)$	73.11%			
Total Cooperator Share	(g)			
$(c+d) \div (e) = (g)$	26.89%			
Total (f+g) = (h)	(h)			
	100.00%			

FS Non-Cash Contribution Cost Analysis, Column (a)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determing a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formules, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract= \$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor			
Standard Calculation			
Job Description	Cost/Day	# of Days	Total
GS-11	\$350.00	15.00	\$5,250.00
Program Manager GS-12	\$410.00	5.00	\$2,050.00
			\$0.00
			\$0.00
			\$0.00
Non-Standard Calculation			

Total Salaries/Labor

\$7,300.00

Trave	el 🛛			
Standard Calculation				
Travel Expense	Employees	Cost/Trip	# of Trips	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Non-Standard Calculat	tion			

Total Travel		\$0.00
Total Have	1	\$ 0100

Equipmer	nt			
Standard Calculation				
Piece of Equipment	# of Units	Cost/Day	# of Days	Total
Fleet	1.00	\$51.00	10.00	\$510.00
				\$0.00
				\$0.00
				\$0.00
Non-Standard Calculation	on			

Total Equipment						\$510.00
Supplies/Material	ls					
Standard Calculation						
Supplies/Materials		# of Items	Cost/Item		Total	
						\$0.00
						\$0.00
						\$0.00
						\$0.00
Non-Standard Calculation						• • • •
Total Supplies/Materials						\$0.00
Printing		1				
Standard Calculation						
Paper Material		# of Units	Cost/Unit		Total	
						\$0.00
Non-Standard Calculation						Q 0.00
Total Printing						\$0.00
						ŶŨĨŨŨ
Other Expenses		1				
Standard Calculation	•					
Item		# of Units	Cost/Unit		Total	
nem			0030/0111		Total	\$0.00
						\$0.00
						\$0.00
						\$0.00
Non-Standard Calculation						
Total Other						\$0.00
						ψ0.00
Subtotal Di	irect Co	osts		\$7,810.	00	
Custotal B		5515		ψ <i>i</i> ,010.	00	
Forest Service Overhea	d Costs					
	Subtotal Dire				Total	
9.00%		\$7,810.	.00		-	\$702.90
Total FS Overhead Costs						\$702.90

TOTAL COST

\$8,512.90

WORKSHEET FOR

FS Cash to the Cooperator Cost Analysis, Column (b)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determing a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formules, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract= \$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor			
Standard Calculation			
Job Description	Cost/Day #	≠ of Days	Total
Certified Pesticide Applicator	\$445.00	70.00	\$31,150.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
Non-Standard Calculation			

Total Salaries/Labor	\$31,150.00

Trave	el			
Standard Calculation				
Travel Expense	Employees	Cost/Trip	# of Trips	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Non-Standard Calcula	ation			

Total Travel	\$0.00

Equipment				
Standard Calculation				
Piece of Equipment	# of Units	Cost/Day	# of Days	Total
Truck w/spray equipment	1.00	\$415.00	50.00	\$20,750.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Non-Standard Calculation

Total Equipment

\$20,750.00

Supplies/Materia	S		
Standard Calculation			
Supplies/Materials	# of Items	Cost/Item	Total
			\$0.00
			\$0.00
			\$0.00
			\$0.00
Non-Standard Calculation			
Herbicide & Adjuvant			\$7,100.00
Treatment signs			\$1,000.00
Total Supplies/Materials			\$8,100.00

Printing			
Standard Calculation			
Paper Material	# of Units	Cost/Unit	Total
			\$0.00
Non-Standard Calculation			
			\$0.00
Total Printing			\$0.00

Other Expenses			
Standard Calculation			
Item	# of Units	Cost/Unit	Total
			\$0.00
			\$0.00
			\$0.00
			\$0.00
Non-Standard Calculation			

Total Other

Subtotal Direct Costs

\$60,000.00

\$0.00

Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs	Total
	\$60,000.00	\$0.00
Total Coop. Indirect Costs	5	\$0.00

TOTAL COST

\$60,000.00

WORKSHEET FOR

Cooperator Non-Cash Contribution Cost Analysis, Column (c)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determing a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formules, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract= \$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor				
Standard Calculation				
Job Description	Cost/Day	# of Days	Total	
Certified Pesticide Applicator	\$445.00	23.50		\$10,457.50
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Non-Standard Calculation				
Total Salaries/Labor				\$10,457.50

IIave	71				
Standard Calculation					
Travel Expense	Employees	Cost/Trip	# of Trips	Total	
					\$0.00
					\$0.00
					\$0.00

Total Travel	\$0.00

Equipment				
Standard Calculation				
Piece of Equipment	# of Units	Cost/Day	# of Days	Total
Truck w/spray equipment		\$415.	.00 16.50	\$6,847.50
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Non-Standard Calculatio	n			

Total Equipment	
-----------------	--

Travol

\$6,847.50

Supplies/Materials				
Standard Calculation				
Supplies/Materials	# of Items	Cost/Item	Total	
· · · · · · · · · · · · · · · · · · ·				\$0.00
				\$0.00
				\$0.00
				\$0.00
Non-Standard Calculation				
PPE				\$800.00
Hazmat Spill Kits				\$700.00
Herbicide & Adjuvants				\$1,200.00
Total Supplies/Materials				\$2,700.00

Printing				
Standard Calculation				
Paper Material	# of Units	Cost/Unit	Total	
				\$0.00
Non-Standard Calculation				
				\$0.00
Total Printing				\$0.00

Other Expenses				
Standard Calculation				
Item	# of Units	Cost/Unit	Total	
				\$0.00
				^

\$0.00 \$0.00

\$0.00

\$0.00

Total Other

Subtotal Direct Costs

\$20,005.00

Cooperator Indirect	Costs	
Current Overhead Rate	Subtotal Direct Costs	Total
6.50%	\$20,005.00	\$1,300.33
Unrecovered IDC from		
Cash to Cooperator	\$60,000.00	\$3,900.00
Total Coop. Indirect Costs	3	\$5,200.33

TOTAL COST \$25,205.33

Discussion Item Lane County IGA for Software Support

• Ascend/ProVal Software Consortium IGA

INTERGOVERNMENTAL AGREEMENT FOR ASCEND/PROVAL SOFTWARE SUPPORT

This Agreement is entered into between Lane County, acting through its Department of Technology Services, and five other Oregon counties: Crook County, Gilliam County, Lake County, Wasco County, and Wheeler County, each a political subdivision of the State of Oregon, for the purpose of collaborating in the support and development of the Partners' automated assessment and taxation systems. In this Agreement, Crook, Gilliam, Lake, Wasco, and Wheeler counties collectively constitute the "Partners"; the Partners and Lane County collectively constitute the "Partners".

RECITALS

- 1. ORS 190.003 and 190.010 provide that units of local government, including counties, may enter into agreements for the performance of any or all functions and activities that a party to the agreements, its officers or agencies, have authority to perform.
- 2. Lane County and each of the Partners have the authority to perform the functions and activities set forth in the Agreement.
- 3. The Partners have developed their agency business practices around the Ascend/ProVal Software system functions and data.
- 4. There is a need to examine, plan and cooperate in business and governance changes that make sense to all in the context of using shared, standardized systems and support.
- 5. The shared, standardized support of the Partners' automated taxation systems will deliver significant operational and cost efficiencies.
- 6. Lane County has experience providing shared, standardized support and has experience supporting Ascend/ProVal Software.

Now therefore, Lane County and the Partners agree as follows:

A. Responsibilities of the Parties:

- 1. Joint Responsibilities. An Ascend/ProVal Executive Steering Committee (Ascend/ProVal ESC) formed by this Agreement and sustained for the duration of the Agreement will be responsible for the high level direction of Lane County resources provided by this Agreement for the purpose described. The Ascend/ProVal ESC must include at least the following individuals or their designees: the Assessor of each Partner county and the Tax Collector of each Partner county.
 - a. The Ascend/ProVal ESC will be responsible for:
 - i. High level direction of the Lane County resources committed by this Agreement.
 - ii. Providing agreed-upon personnel and resources of the Partners.
 - iii. Policy decisions related to the Project.
 - iv. Major functionality decisions.
 - b. The Ascend/ProVal ESC shall establish a regular meeting schedule that the Partners agree is suitable to provide direction for the Project.
 - c. Ascend/ProVal ESC decisions require consent of all ESC committee members.
- 2. Partner Responsibilities:
 - a. The Partners will provide funding and other resources in accordance with the attached Statement of Work (SOW).
 - b. The Partners agree to provide all computing infrastructure and software licenses required to operate the Ascend/ProVal software. The Partners also agree to provide remote connectivity to this infrastructure for Lane County staff, in a manner mutually agreeable to Lane County and the Partners.

- 3. Lane County Responsibilities:
 - a. Lane County will provide services in accordance with the attached SOW.
 - b. Lane County will be responsible for:
 - i. Development and management of this Agreement.
 - ii. Development and management of a Service Level Agreement between the Partners and Lane County defining the specific responsibilities of each.
 - iii. Providing agreed upon Lane County personnel and resources.

B. Term & Termination:

- 1. This Agreement is effective July 1, 2017 and expires on June 30, 2018 unless extended by written mutual agreement.
- 2. Participation in this Agreement may be terminated, for any reason, by Lane County or by any Partner with respect to that Partner's rights and duties, by written notice given to the other Partners not later than December 31st of each calendar year, such termination to commence July 1st of the following calendar year.
- 3. In the event of termination by a Partner, and during the period of notice, the Ascend/ProVal ESC will develop a termination plan to accomplish the removal of any terminating Partner's interest, if any, in Ascend/ProVal Software ongoing support. The Ascend/ProVal ESC will also define plans for ongoing Ascend/ProVal support which may or may not result in a new agreement between any two or more remaining Partners. In the event of termination by Lane County, the Ascend/ProVal ESC will develop a termination plan to accomplish transition of support to the Partners or their designated support providers.
- **C. Dispute Resolution.** The Parties are required to exert every effort to cooperatively resolve any disagreements that may arise under this Agreement. This may be done at any management level, including at a level higher than the persons directly responsible for administration of the Agreement. In the event that the Parties alone are unable to resolve any conflict under this Agreement, they are encouraged to resolve their differences through mediation or arbitration, using such process as they may choose at the time.

D. Indemnification

- 1. Lane County and each of the Partners is responsible for its own acts, and the acts of its employees, agents, officers, and elected officials. Each of the Partners is responsible, on a proportional basis, for Ascend/ProVal ESC decisions and actions implementing those decisions, subject to applicable legal limitations.
- 2. In taking this responsibility and providing the services specified in this Agreement (and any associated services) each of the Parties shall its public body status as specified in ORS 30.260. All Parties understand and acknowledge that each retains all immunities and privileges granted to it by the Oregon Tort Claims Act (ORS 30.260 through 30.300) and any and all other statutory rights granted as a result of its status as local public bodies.
- **E.** No Warranty. Data and programs supplied by Lane County to Partners are provided on an "as is" basis. Lane County expressly disclaims any warranty or responsibility, express or implied, as to the accuracy, currency, or completeness of any data or programs supplied. Lane County has no responsibility to Partners for any failure of any hardware or software acquired by the Partners, or for future incompatibility in any such hardware or software resulting from any hardware or software change or redesign undertaken by Lane County.

- F. Amendments. This Agreement may be modified or extended by written agreement signed by all Parties, which shall be effective when signed by all Parties.
- G. Waiver. The failure of any of the Parties to enforce any provision of this Agreement does not waive that or any other provision.
- H. Force Majeure. Neither the Partners nor Lane County are responsible for delay or default caused in part or in full by reasons beyond that party's reasonable control, including without limitation, strikes or other labor difficulties, inability to obtain necessary governmental permits and approvals (including building permits or certificates of occupancy), unavailability or scarcity of materials, war, riot, civil insurrection, accidents, acts of God or nature, and governmental preemption in connection with a national emergency. The Parties shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default, and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
- I. Merger. This Agreement constitutes the entire agreement between the Parties. No waiver, consent, modification, or change of terms of this Agreement binds any party unless in writing and signed by all Parties. Such waiver, consent, modification, or change, if made, is effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The Parties, by signature of their authorized representatives, hereby acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions.
- J. Multiple Counterparts. This Agreement and any subsequent amendments may be executed in several counterparts, facsimile or otherwise, all of which when taken together will constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement and any amendments so executed will constitute an original.

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

Lane County

Steve Mokrohisky, County Administrator

Crook County

Date Seth Crawford, County Judge Crook County Board of Commissioners

Date

Brian Barney, Commissioner Crook County Board of Commissioners

Ascend/ProVal Software Consortium Intergovernmental Agreement

April 25, 2017, Page 3 of 12

Date

Date Jerry Brummer, Commissioner

Crook County Board of Commissioners

Gilliam County

Date

Steve Shaffer, County Judge Gilliam County Board of Commissioners

Date Leslie Wetherell, Commissioner Gilliam County Board of Commissioners

Lake County

Date_____ Dan Shoun, Chairman Lake County Board of Commissioners Date Bradley J. Winters, Vice-Chairman Lake County Board of Commissioners

Gilliam County Board of Commissioners

___Date____

Ken Kestner, Commissioner Lake County Board of Commissioners

Wasco County

Date 6.7.2017

Rod Runyon, Chairman Wasco County Board of Commissioners

Date 6.7.2017

Steve Kramer, Vice-Chair Wasco County Board of Commissioners

Wheeler County

Date____

Lynn Morley, County Judge Wheeler County Board of Commissioners

Date

Debbie Starkey, Commissioner Wheeler County Board of Commissioners Date 6.7.2017

Scott Hege, Commissioner Wasco County Board of Commissioners

APPROVED AS TO FORM:

Kristen Campbell Wasco County Counsel

Date

Rod Ordway, Commissioner Wheeler County Board of Commissioners

Attachment A

Statement of Work

1. Payment:

The Partners agree to pay to Lane County the following amounts in exchange for the services described in this Statement of Work (SOW):

	TOTAL	Crook	Gilliam	Lake	Wasco	Wheeler
For services in FY17/18	\$125,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000

Payment will be due in twelve monthly installments beginning in July, 2017.

Funding for services will be arranged by each Partner in accordance with the policies and procedures of that Partner and independently of the other Partners.

2. Services:

Lane County Technology Services (LCTS) shall provide services to the Partners as follows:

Ascend/ProVal Core Services:

Tax Certification & State Mandated Deliverables

- June 30th Report
 - Complex Scripting
 - Generate Documents
 - Balancing
 - Tax Roll Processing
 - Pre-Checks
 - Balancing (Before and After)
- Tax Statements
 - Pre-Checks
 - Balancing
 - Tax Statement Generation
 - Overall Troubleshooting
- SAL Reports
 - Pre-Checks
 - o Extensive Balancing
 - SAL Reports Generation
 - Overall Troubleshooting

Ascend/ProVal Software Consortium Intergovernmental Agreement

Software Support

- Install Ascend & ProVal on workstations
- Ascend & ProVal Troubleshooting
- Minor Patching and Updates of Ascend & ProVal

Database Administration

- Daily Monitoring of Disk Space, Log Files, SQL Server/Services, Issues, Failed Logins, etc.
- Database Backups
 - Certified and Fiscal Year End
 - Daily backups to each county's servers
- Refresh of Production Data to Test System

Reporting

- Modify Custom Reports
- Generate New Reports as Requested

Miscellaneous

- Basic Support of Assessment & Taxation Processes
- Custom SQL Statements

In no event will services be provided that require more than 2,080 hours during the fiscal year, including overhead hours such as vacation and sick time. Overhead hours will be applied to worked hours at a rate equal to the average Lane County Applications Division overhead rate.

Services Available for Additional Fee:

The following services are not included in the core Ascend/ProVal support services listed above, but are available for an additional fee. The fees listed below are valid for fiscal year 2017/2018.

Database Backups and Disaster Recovery Preparation:

LCTS will back up your databases to Lane County servers daily and complete Disaster Recovery Preparation tasks outlined below. Please note that this service does not include actual disaster recovery activities. The cost for database backups and disaster recovery preparation is \$500 per month or \$6,000 annually.

Disaster Recovery Preparation Tasks Include:

- Scripted (Daily) SQL Server database backups stored locally on the server, with at least two days kept resident locally at all times.
- Perform annual database consistency checks on all system and user database backups and verify their ability to be restored.
- Disk storage monitoring to prevent unexpected system shutdowns caused by running out of space.
- Compress and verify these backup files and send them to a separate storage location (not in the same server or SAN in case of a SAN system failure) for longer term storage with at least two weeks of availability on hand. If that is not available or undesirable then allow us to copy those backups to our storage location and manage them in a similar fashion.

- Make copies of the Tax Year "Certified" backups and permanently keep them locally on the SQL Server and another storage location as discussed in the previous item.
- Script out all of the SQL Server configuration items and security settings and manage them in the same way as the backups are described above.
- Keep all passwords used by the system and the support staff in a password safe on our site that is also backed up to tape regularly.
- Keep all network configurations for our support VPN access documented and also backed up to tape regularly.
- Monitor daily all security and database changes made and update the affected parties so all documentation is kept current.

Miscellaneous Services:

Disaster recovery activities (i.e. database and SQL Server recovery) and all other activities not included as core IGA services, server hosting, or database backups and disaster recovery preparation will be billed out at the hourly rate of **\$95 per hour**. Miscellaneous services other than disaster recovery activities are subject to LCTS resource availability.

Attachment B

Service Level Agreement

Purpose:

The purpose of this Service Level Agreement is to describe Lane County's and the Partners' respective responsibilities for Ascend/ProVal software support.

1. Service Level Essentials

1.1 Product/Systems Supported

• Services described in Attachment A of this Agreement.

1.2 Customer Locations

- Crook County 200 NE 2nd Street, Suite 200 Prineville, Oregon 97754
- Gilliam County PO Box 484 Condon, Oregon 97823-0484
- Lake County 513 Center St Lakeview Oregon 97630-1578
- Wasco County 511 Washington Street, Suite 208 The Dalles, Oregon 97058-2237
- Wheeler County PO Box 447 Fossil, Oregon 97830

1.3 Hours of Support

Describes the standard hours of support Customer can expect from LCTS

- Support will be provided by LCTS during Standard Business Hours; Monday through Friday 8:00 am to 5:00 pm.
- Support will be provided by LCTS during other hours on request. LCTS reserves the right to require 10 days' notice for changes in schedule that are non-emergency.
- It is anticipated that Customer and LCTS will work collaboratively during any critical periods to schedule needed coverage.

1.4 Scheduled Maintenance Windows

Software and hardware maintenance may require periodic system downtime to correct problems or install new versions. The window during which this maintenance will be performed is described below

- Anytime outside of standard business hours with two business days advance notice.
- Downtime to correct critical security and/or virus issues will occur "on demand" as determined by LCTS or Customer.
- Any other time that is mutually agreed upon.

1.5 Problem Reporting Process

Describes the customer's process for reporting problems

- 1. Contact and review issue with local "Super User" (see below for list of Super Users) who will determine whether LCTS should be contacted.
- 2. If LCTS is to be contacted, Super User contacts the appropriate LCTS Analyst first and if not available, contacts LCTS Management (see below for list of LCTS Analysts and Management).
- 3. Contact LCTS Service Desk when analyst and manager are not available and issue cannot wait. Service Desk will locate analysts or contact LCTS management in the event of an immediate problem.

1.6 Contact Information

- LCTS Service Desk:
 - Staffed 8:00 to 5:00; Monday through Friday; (541) 682-6789
- Customer Super User(s):
 - Crook County: Brian Huber & Rebecca Ott
 - Gilliam County: Chet Wilkins & Jamie Aamodt
 - Lake County: Dave Knowles & Walt Lawton
 - Wasco County: Jill Amery & Marci Beebe
 - Wheeler County: Don Cossitt & Myrna O'Leary
- Customer Management:
 - Crook County Assessor: Brian Huber......(541) 447-4133

 - Gilliam County Assessor / Tax Collector: Chet Wilkins......(541) 384-3781

 - Wheeler County Assessor / Tax Collector: Don Cossitt.....(541) 763-4266
- LCTS Analysts:
 - Ascend/ProVal Support: John Logan, (541) 682-3843, LCTSATAS@co.lane.or.us
 - Database Support: Brad Carpenter, (541) 682-4293, <u>LCTSDBA@co.lane.or.us</u>
- LCTS Management:
 - Contract Support:

Melissa Crane, GIS Manager, (541) 682-6950 Melissa.Crane@co.lane.or.us

- Assessment & Taxation Programming Support: Brad Welch, Business Applications Manager, (541) 682-4117 Brad.Welch@co.lane.or.us
- Database Administration: Lorren Blythe, Enterprise Applications Manager, (541) 682-6717 Lorren.Blythe@co.lane.or.us

2. LCTS Responsibilities

2.1 Business Responsibilities

Describes the responsibilities that LCTS has for the day-to-day operation of the product/system listed under 1.1, Service Level Essentials

- Provide a single point of contact for emergency issues, the LCTS Service Desk.
- Provide support analysts.
- Provide Ascend/ProVal software support as described in Attachment A.
- Provide advance notice to customer of any software or hardware maintenance in accordance with section 1.4, Scheduled Maintenance Windows.
- Represent information technology issues to appropriate software vendors and obtain technical support from vendors as needed.

2.2 Problem Resolution

Describes the assistance provided by LCTS to resolve Customer Issues

- Analyst support, by telephone, for issues related to Ascend/ProVal support.
- Service Desk assistance, by telephone, during standard business hours for any emergency Customer questions/issues where the appropriate analyst can't be reached.

2.3 Database Administration and Backup/Recovery

Describes LCTS' responsibilities for infrastructure, application, and data backup

- LCTS will be responsible for maintaining server hardware, bandwidth, software, and other related infrastructure needed to provide services listed in Attachment A.
- LCTS will backup any files stored on Lane County servers, but Customer is responsible for maintaining all original, source, and copies of data unless LCTS is contracted to provide backup services for an additional fee.
- LCTS is not responsible for restoring SQL Server and its associated database backups unless the Database Backups and Disaster Recovery Preparation service is purchased for an additional fee. If LCTS is not providing Disaster Recovery Preparation services, Lane County cannot be held responsible for disaster recovery activities conducted outside of LCTS.

2.4 Training

Describes any training to be provided by LCTS for the product/system described under 1.1, Service Level Essentials

• LCTS will not provide any training under this agreement.

2.5 Documentation

Describes the types of documentation to be provided by LCTS

• Creation & maintenance of basic support documents, such as Ascend data dictionary and table definitions, responsibility matrix, issues log, etc.

3. Customer Responsibilities

3.1 Business Responsibilities

Describes the responsibilities that the Customer has for the day-to-day operation of the product/system described in section 1.1

- Access to up-to-date data via remote VPN connection.
- Maintenance of end-user hardware and infrastructure as well as related software licensing.
- Prompt reporting of problems and concerns and provision of supporting information. Collaboration with LCTS to resolve issues.

3.2 Problem Resolution

Describes the processes followed by the customer to resolve issues

- "Super User(s)" serve as first line of defense for any issues associated with services outlined in Attachment A.
 - "Super User" will try and resolve issue before calling LCTS Analyst or Management.
 - "Super User" will assist LCTS staff as needed for resolution of technical problems.

3.3 Backup/Restores

Describes Customer's responsibilities for data backup and recovery; describes related processes.

• Responsible for all backups/restores necessary to preserve source data in the event of system failure or site disaster unless jurisdiction contracts with LCTS for Database Backups and Disaster Recovery Preparation services purchased for an additional fee.

3.4 Training

Describes Customer responsibility for training related to Ascend/ProVal support described under 1.1, Service Level Essentials

- All end-user and public training on the use of Ascend/ProVal and related products.
- Creation & maintenance of all training documents other than base documents provided by LCTS described under 2.4 above.

3.5 Documentation

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Describes the customers responsibility for documentation

• Creation of any documentation needed for jurisdiction specific processes or any other documents not provided by LCTS described under 2.5 above.

Discussion Item Demolition Project

• Staff Memo

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

FROM: FRED DAVIS

SUBJECT: DEMOLITION PROJECT

DATE: 6/1/2017

BACKGROUND INFORMATION

"Background: The rental value of the residential structures (house and garage) located at 1915 W 10th St. is now considerably below the cost of the necessary repairs and modifications. Renting the property also increases County liabilities and administrative responsibilities. With this in mind I previously received the permission of the Board Commissioners to begin negotiating with Emmert International to advertise the structures for purchase and relocation. After finalizing an agreement in the Fall of 2015, they began the marketing. Since that time none of the interested parties chose to make a commitment and the agreement with Emmert has terminated. I believe it is now in the County's best interest to raze the buildings and use the space for other County uses and long term planning.

To be prepared, I requested demolition quotes from three local vendors. As a result of my findings, I request that the structures located at 1915 W 10th Street be designated as surplus and scheduled for demolition (to be completed before June 30th, 2017).

Discussion Item Design LLC Letter of Agreement

• 2015 Enterprise Zone Tax Abatement Agreement

Letter of Agreement

DESIGN, LLC 1600 Amphitheatre Parkway Mountain View, California 94043

April 28, 2017

The Dalles/Wasco County Enterprise Zone City of The Dalles 313 Court Street The Dalles, OR 97058

RE: 2015 Enterprise Zone Tax Abatement Agreement

To Whom It May Concern:

In connection with the Enterprise Zone Tax Abatement Agreement dated August 17, 2015, among the City of The Dalles, Wasco County, and Design, LLC (the "Agreement"), Design is required to pay the City and County the Preliminary Initial Project Fee (PIPF), the Final Initial Project Fee (FIPF), and the Annual Project Fee, as those terms are defined in the Agreement. The parties have been in discussions relating to the Building Volume (as defined in the Agreement) for purposes of calculating the PIPF, and in particular, whether the Agreement excludes utility support buildings from the Building Volume.

Design believes that the language in Section II.C.1 of the Agreement excludes utility support buildings from the Building Volume calculation. We understand that the City and County believe that the modular electrical buildings at the Taylor Lake Facility should nonetheless be included in the calculation of Building Volume.

Design values the good working relationship it has with the City of The Dalles and Wasco County. Accordingly, notwithstanding Design's belief that the utility support buildings (including any modular electrical building) are excluded from the Building Volume calculation, Design is willing to pay an additional amount to the City of the Dalles and Wasco County as if the modular electrical building currently under construction at the Taylor Lake Facility were to be included in the calculation of Building Volume for payment of the PIPF, FIPF, or Annual Project Fee, as the case may be. Design agrees to pay such additional amounts at the same time as the PIPF, FIPF, or Annual Project Fee, as the case may be.

In making such payments, Design is not waiving any of its rights, and is hereby reserving all of its rights, with respect to the interpretation of the Building Volume definition or any other aspect of the Agreement, as part of the payments of the PIPF, FIPF, and Annual Project Fee and otherwise under the Agreement.

By accepting Design's payments of such additional amounts, the City and County each agrees that it waives and releases any claim it may have against Design, its directors, officers, shareholders, employees, agents, representatives, parent companies, subsidiaries, affiliates, predecessors, or successors with respect to including any modular electrical building in the Building Volume calculation.

If you have any questions or need additional information, please do not hesitate to contact Pat Gammons.

Sincerely,

Dan Martinelli Manager Design, LLC

The undersigned hereby confirms that this letter agreement accurately describes the agreement reached between City of The Dalles, Wasco County, and Design, LLC.

City of The Dalles Aur 10-. Name: Stephen Lawrence Title: Cr

Wasco County

Name:	
Title:	

1.1

Discussion Item Community Dispute Resolution Grant 2017-2019

- <u>6 Rivers Dispute Resolution Center Application</u>
- <u>University of Oregon Eligibility Letter</u>
- Selection Notification Letter

OREGON OFFICE FOR COMMUNITY

DISPUTE RESOLUTION

2017-2019

Grant Application

Submitted April 24, 2017

By:

Six Rivers Dispute Resolution Center

Serving

Gilliam, Hood River, Sherman, Wasco and Wheeler Counties

2017-2019 Grant Application Narrative

Six Rivers Dispute Resolution Center Mission Statement

To provide community based dispute resolution services. To research appropriate dispute resolution processes. To strengthen rural communities by educating citizens in the use of appropriate dispute resolution processes.

Six Rivers Goals and Objectives

Increase Capacity of Community members to solve interpersonal disputes

- 1. Create partnerships with local organizations and agencies that specialize in issue management and complaint driven processes.
- 2. Coordinate and cooperate with Counties and Cities to provide locations for classes in consensus building.
- 3. Continue to recruit leaders from school and civic groups, Rotary and Service Club members to participate in ongoing Trainings and Facilitations

Increase Collaboration within Local Government, State and Federal Agencies.

Work with cities and counties during the annual planning processes, to identify needs and issues where mediation can be helpful. Reach out to Federal Agencies in our region to connect on needs analysis for training, mediation and facilitation. Federal Agencies we intend to work with include all USDA affiliated agencies, State Agricultural Agencies and Tribal Governments. This biennium provides a new opportunity to partner with Association of Oregon Counties and Regional Solutions to find new resources for our frontier and rural region.

Description of Services:

Six Rivers seeks to inspire civic engagement through meaningful volunteer experiences! Community Mediation continues to fill a unique need in the dedication of volunteerism. We train, mentor and build camaraderie amongst volunteers. They, in turn, nurture organic and inspired learning. Volunteers are utilized in all aspects of the program outside of grant administration. They do case development; participate in co-mediations, facilitations, advanced training delivery, outreach presentations and co-teaching of workshops. The emotional reward and intellectual challenge of guiding people through collaborative change creates lasting and life changing impacts.

Proposed Geographic Area of Service

The Five County region of Northern Oregon known as the Mid-Columbia. Population drawn from most recent US Census Data website. Estimates for July 2016

Wasco County	26,115	Hood River County	23,232
Gilliam County	1,854	Sherman County	1,710
Wheeler County	1,344 Total	Oregon Regional	Population: <u>54,255</u>

Conflicts to be addressed include:

Neighbor to neighbor cases involving boundary disputes between residents of the region. Typical cases involve **conflicts** arising from sounds, landscaping, animal behavior, race, culture, age, gender, language, schedules, lifestyles, as well as communication breakdowns. Migrating populations from urban to rural areas and rural to urban often experience culture shock. Small communities adapt to change, but the pace of change is often different between the individuals.

Restorative Practices in Families and Schools: by building or re-building relationships that are essential for emotional support as families and kids grow, our goal is maintaining the home as a safe atmosphere by fostering dialogue between family members. Many topics in conflict feel too difficult or dangerous for the family members to handle without the guidance of a third party. <u>NEW IN 2017</u>: Our staff has completed 60 hours of training in Restorative Practices and are certified to Train the Trainers for school and community members who wish to learn these skills.

USDA Certified Agricultural Mediations and Agricultural Credit Cases:

Federal Agency Mediation provider throughout Oregon: Six Rivers DRC operates the Oregon USDA Certified Agricultural Mediation Program. The program is funded in part by a Federal Grant for cases specified under 7CFR 785.

Six Rivers location is relevant to the clients: Eastern Oregon is home to a majority of the Agricultural producers of our state. Sherman County alone receives one of the largest percentages of USDA funding in Oregon.

Federal funding helps to stabilize the small but diverse rural program, in an area where the population density is low and case types are varied by each community.

Number of cases that will be handled each year: Six Rivers estimates a total caseload of approximately 100 cases in the community program per year. Additional cases from the USDA Agricultural Program are estimated at 20-30 per year. Our mediation program does not include small claims mediation, and has an expanding service for family mediations. The nature of these cases is longer hours and complex agreements. The number of cases mediated may be lower than metropolitan areas, but the impact of multiparty cases have long lasting impacts on our communities and families.

Number of people served: Trainings will target 30 people per year for 6 hours or more of training. 6 new mediators completing 40 hour training and enrolling in our Practicum. Shorter workshops and outreach presentations will target 400 residents per year. Mediation services expect to improve the lives of 300 people regionally each year through direct participation as stakeholders in the mediated solutions. Financial impact on participants and the savings generated through collaborative agreements are also going to be tracked.

Types of Disputes that will be handled:

Neighbor to neighbor	family decision making	Restorative Justice
Community dialogue	housing	nuisance
Parenting plans	Foreclosure and other loans	Farmer to farmer
Agricultural Mediation	Consumer Credit	Organic Certification
USDA program compliance	Federal Forest Service	Natural Resource
Rural Development Loans	Crop Insurance	Conservation Services

Types of dispute resolution services that will be offered: Case Development, Conflict Analysis, Conflict Coaching, Mediation, Facilitation, and Customized training and skill based workshops: workplace conflict resolution training seminars, school based conflict resolution

skills training. School based Restorative Practices training and services. Specialty Mediation as appropriate to mediator skills and program capacity. Agricultural Mediation, Foreclosure Mediation, Facilitation and Mediation, Domestic Relations Mediation.

Basic Mediation Training for Volunteers:

Quality control measures for volunteer mediators continue to grow and be validated throughout the Northwest. Six Rivers Executive Director is actively engaged in the development of the highest standards for mediator certification. We will offer at least one (typically 2) 40 hour Basic Mediation training(s) each year. We add a minimum of 3 volunteer mediators per training. The 40 hour training activities and supervision plans meet the requirements for community mediators in UO Policy CDRP Section Q.

Case (access) restrictions to be imposed: Six Rivers case intake workers are trained in screening calls for appropriateness of services. Screening includes extensive analysis of any history of Domestic Violence and the impact on negotiations.

ADA accessibility of program facilities. The home office in Hood River is compliant with ADA accessibility requirements. Any client requiring additional accommodations will be provided with all services necessary to ensure equal access.

Spanish and other language interpreters are available with advance notice. Additional fees may be charged to cover the cost of extended hours in session with an interpreter.

Organizational Structure: Six Rivers Dispute Resolution Center is a non-profit 501c3.

Current Volunteers on Board

24 active volunteer mediators are currently in our pool. Continuing education courses are offered once a month at varying locations. Guest speaker and professionals throughout the area enhance training opportunities with topics such as Ethics in Mediation, Contract Law, Counseling vs. Mediation as a practice, Working Effectively with Juveniles, Family Law, etc. Succession planning indicates we will host a Basic Mediation Training every Fall and Spring. Average span of time for mediators with Six Rivers is 7 years. Current volunteer pool is comprised of mediators with specialty areas in Family Law, Foreclosure and Facilitation.

Recruitment of volunteers:

Given the broad geographical diversity of our region, it makes the most sense to have mediators who live in many different communities, available to volunteer. We will focus recruitment of new volunteers on Sherman, Wheeler and Gilliam Counties, hosting at least One of our 40 hour basic mediation trainings on location in one of those 3 counties. There is an ongoing challenge in the low population areas, to find mediators who can serve as neutral to disputes in those communities. We will seek to develop a mediator sharing concept for those counties, working to ensure confidentiality of disputes and services.

Social media and social services will be utilized to nominate people who are already natural gobetween's and trusted confidants in their communities. With an apprenticeship training program and the co-mediator model, we can develop stronger community problem solving. Goal in volunteer recruitment is: 4-6 new volunteer mediators per year.

Publicity and Outreach.

a. RADIO: 12 appearances on local radio morning civic informational talk show. 25 minutes in education on conflict resolution spot. Listening audience 8,000. Press releases or similar public notices will be issued each year; 4 – one per quarter, announcing trainings and collaborative efforts in the community.

b. Listening booth: we will participate in county fairs and other special events in Spring and Summer to allow people to vent about whatever is bothering them. Trained Compassionate listeners sit and listen attentively as anyone who wants to talk can talk.

c. Listen UP! A new series of courses for community participation. Non-violent communication and compassionate listening as well as emotional intelligence are 3 areas continuing education courses in professional development areas for counselors, attorneys, and mediators.

d. Website presence as a portal for both client access and community education: www.6rivers.org

e. Social Media Networking through Six Rivers Dispute Resolution Center's <u>Facebook</u> page and Twitter accounts– trainings, mediator spotlights, program highlights are updated twice a week.

Evaluation

Mediation Services:

Evaluation of appropriateness for mediation is conducted during intake. Cases involving any history of domestic violence or mental illness are screened at additional levels and referred to other services as appropriate.

Written evaluation data is gathered in person at the end of a mediation session and submitted to the mediators directly. Follow up evaluation is sent out by email to the parties within 3 months of the conclusion of the mediation. Volunteer mediators conduct follow up phone calls and verbally survey the parties following the OOCDR questionnaire.

Training participants complete a self-evaluation at the end of the mediation trainings. Evaluation data is submitted to OOCDR every six months, using the aggregation tools provided by the grantor.

Annual program evaluation plans: Board of Directors will conduct an Annual Executive Director evaluation by February of each year. The Board works with the Executive Director to update the Annual Program Development Plan. The Annual Plan will be reviewed and expanded upon each year in May along with budget planning based on grant progress and opportunities within the region and the Northwest.

Affirmative Action Statement:

Six Rivers supports Equal Opportunity for all. Please see our attached Employee Handbook for the full policy of Affirmative Action. Pages 5 & 6.

Internal Control Structure is included in the attached Fiscal Policy. There are particular oversight roles for the Board of Directors, each staff member and the contracted bookkeeping service.

ATTACHMENTS:

Organizational Chart Board of Directors Letters of Support Budget: Exhibits A and B Statement of Assurances **Fee Schedule Sliding Fee schedule** Consent to Mediate/Voluntary Nature of Mediation/Confidentiality Statement Consent to mediate form **Evaluation post session Evaluation 3 months post session** Master Quality Assurance Program Lead Trainer Resume for Marti Dane **Executive Assistant Resume for Andrea Pacheco Basic Mediation Training Objectives Basic Mediation Training Application Basic Mediation Training Agenda Personnel Policy Manual Fiscal Policy Manual**

Respectfully Submitted,

Marti Kantola Dane Executive Director

Appendix 2: Statement of Assurances

The undersigned attests that the information provided to determine eligibility is true and accurate to the best of his/her knowledge. The undersigned further attests that he/she has the authority and/or responsibility to represent his/her organization in all phases of this Request for Application process. Finally, the undersigned understands that any false or substantially incorrect statement may disqualify this applicant from further consideration or be cause for termination of a resulting contract.

Signature:

Date: April 25, 2017

Typed Name and Title: Margaret Kantola Dane, Executive Director

Typed Name of Organization: Six Rivers Dispute Resolution Center

Appendices and Exhibits

\$

Appendix 1: 2017-2019 Program Information Sheet

Program County:

Gilliam, Hood River, Sherman, Wasco and Wheeler

Program Name:

Six Rivers Dispute Resolution Center

Program Address:

PO Box 1594 (mailing address) 601 Cascade Avenue, Hood River, OR 97031

Phone:

888-628-4101, 541-386-1283

Fax:

541-386-1283

Program Contact (name, title, and phone number):

Marti Kantola Dane, Executive Director, 541-386-1283x2

Applicant Status:

Governmental entity name:

Umbrella nonprofit organization name, if applicable:

Nonprofit organization name: Six Rivers Dispute Resolution Center

State registration number: 97701792

Federal tax exemption number: <u>46-4152072</u>

Program Budget Summary:

Grant Funds Requested: \$ 50.000

If awarded, this grant will constitute what percentage of applicant's total budget? <u>17.5%</u>

Matching Funds Requirements:

First grant year – 10% of the grant amount for that year; second year – 25%; third year – 50%; fourth year – 75%; and fifth year and beyond – 100% (See UO Policy CDRP – §E).

Applicant is current or former grantee? X Yes No

If yes, identify grant periods and amount of grant funds awarded:

2014-2015: \$ 33,375.50

2015-2017: \$50,000.00

Identify matching percentage needed:

2017-2018: 100%

2018-2019: <u>100%</u>

Appendix 2: Statement of Assurances

The undersigned attests that the information provided to determine eligibility is true and accurate to the best of his/her knowledge. The undersigned further attests that he/she has the authority and/or responsibility to represent his/her organization in all phases of this Request for Application process. Finally, the undersigned understands that any false or substantially incorrect statement may disqualify this applicant from further consideration or be cause for termination of a resulting contract.

Signature:

Date: April 25, 2017

Typed Name and Title: Margaret Kantola Dane, Executive Director

Typed Name of Organization: Six Rivers Dispute Resolution Center

Exhibit A: Revenue Summary

For 2017-2019 Program Budget

Program Name: Six Rivers Dispute Resolution Center

A. <u>Grant amount requested</u>: \$50,000

B. <u>Other revenue</u>: Identify sources and amount of revenue received from sources other than Grantor including grant funds, contracts for services, fees, contributions, etc.

	OTHER REVENUE BEYOND GRANTOR FUNDS					
	Source	Pending Funding	Secured Funding	ing Total Proposed Funding		
1	Wasco County	\$ 10,000	\$	\$ 10,000		
2	City of The Dalles	\$ 8,000	\$	\$ 8,000		
3	Sherman County	\$ 6,000	\$	\$ 6,000		
4	Fundraising	\$ 20,000	\$	\$ 20,000		
5	Fees for Services	\$ 10,000	\$	\$ 10,000		
6	Training Income	\$ 8,000	\$	\$ 8,000		
7	USDA Federal Grant	\$ 70,000	\$	\$ 70,000		
8	Resolution Washington	\$ 42,000	\$	\$ 42,000		
9		\$	\$	\$		
10		\$	\$	\$		
	SUBTOTAL OTHER REVENUE	\$ 174,000	\$	\$ 174,000		

C. <u>In-kind contributions</u>: List source, amount, and calculations (for example, volunteer mediator hours and valuation rates). If applicable, attach documentation.

IN-KIND CONTRIBUTIONS (NON-CASH)						
	Source AND Valuation	Pending Funding	Secured Funding	Total Proposed Funding		
1	Volunteer Mediator Services 400 Hours/year @31.92	\$25,536	\$	\$ 25,536		
2	Clerical and office Volunteer Services 500 Hours/year @21.79	\$21,790	\$	\$ 21,790		
3	Professional Training and meeting room Space @30/hour 110 Hours/year	\$ 6,600	\$	\$ 6,600		
4	Professional Mediation Conference room space @30/hour	\$ 3,600	\$	\$ 3,600		
5	Professional Legal Services Donated 10 hours/year	\$ 4,000	\$	\$ 4,000		
6		\$	\$	\$		
7		\$	\$	\$		
8		\$	\$	\$		
9		\$	\$	\$		
10		\$	\$	\$		
	SUBTOTAL IN-KIND CONTRIBUTIONS	\$ 61,526	\$	\$ 61,526		

TOTAL 2017-2019 REVENUES (A + B + C): \$ 285.526

C

Signature of Board President authenticating information contained on this page

Signature of Director authenticating information contained on this page

Exhibit B: Expenditure Summary For 2017-2019 Program Budget

Program Name: Six Rivers Dispute Resolution Center

A. Personnel

Position Title	FTE	Salary/Year	Benefits/Year	Total/ Biennium	Grantor Funds Amount
Executive Director	1.0	60,000	4,000	128,000	30,000
Executive Assistant	.5	20,000	1,700	43,400	20,000
Contracted Mediator(s)	.1	5,000	0	10,000	0
SUBTOTAL	1.6	85,000	5,700	181,400	50,000

B. Services and Supplies

Item	Biennium Expense	Grantor Funds Amount
Rent/space	15,600	0
Rent/equipment	0	0
Office Supplies	1,500	0
Utilities	800	0
Telephone	2,400	0
Postage	300	0
Printing and Copying	2,000	0
Training	1,000	0
Publicity	1,000	0
Insurance	4,000	0
Books, Periodicals, Subscriptions		0
Memberships and Dues	1,000	0
In-state travel	2,000	0
Out-of-state travel	6,000	0
Other (contingency)	2,000	0
Program expenses: Financial Review Fund	2,000	0
Contractual Services: Accounting	1,000	0
SUBTOTAL	44,700	

C. Other

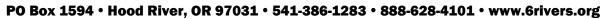
Item	Biennium Expense	Grantor Funds Amount
Capital Expenses		
Other (in-kind expense balance)	61,526	
SUBTOTAL	61,526	

TOTAL 2017-2019 BIENNIUM EXPENDITURES (A + B+ C): \$285.526

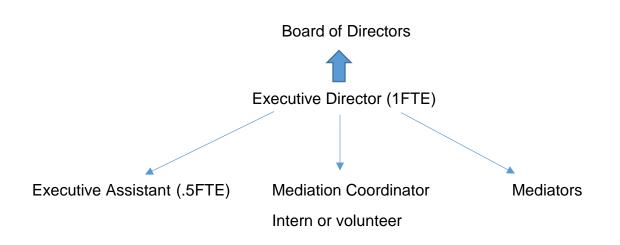
aur Signature of Board President authenticating information contained on this page

Signature of Director authenticating information contained on this page





Six Rivers Dispute Resolution Center Organizational Chart



Programs:

Oregon Community Mediation Program Washington Community Mediation Program Oregon's USDA Certified Agricultural Mediation Program Professional Development Training Program Specialty Programs



OREGON's USDA Agricultural Mediation Program (OCAMP)

Board of Directors - Updated February 2017

President: David Poucher POB 2027 White Salmon, WA 98672

Vice President: James Patterson 824 Adams Loop Hood River, OR 97031-9743

Secretary: Joella Anglin 1435 Tucker Rd. HOOD RIVER, OR 97031

Treasurer: Betsy Hege 6580 Martin Road The Dalles, OR 97058

Director: Anastasia Strader PO Box 1164 Hood River, OR 97031-0075 Term: Expires or Renews January 31, 2019

Term: Up for Renewal May 31, 2018

Term: Expires or Renews January 31, 2019

Term: Expires or Renews November 1, 2017

Term: Expires or Renews May 31, 2018

PO Box 1594 • Hood River, OR 97031 • 541-386-1283 • 888-628-4101 • www.6rivers.org

April 24, 2017

Oregon Office for Community Dispute Resolution University of Oregon University of Oregon School of Law 1221 University of Oregon Eugene, OR 97403-1221

Dear Grant Administrators,

The Six Rivers Dispute Resolution Center is providing essential services in the mid-Columbia region. They provided two workshops for Gorge Ecumenical Ministries, an interfaith organization which seeks to respond to the needs of the most vulnerable persons among us. At the first workshop Marti Kantola Dane told us about services the Center provides as well engaging us in listening activities. Since the consensus was that we wanted to learn more, we invited Marti back to help us learn strategies to enable all of us to interact with more civility and compassion. She took us through a series of exercises to identify our own barriers to listening, to recall messages we received in our formative years and begin to examine them, to practice strategies of open inquiry, and to begin to create a plan for peace in all our interactions.

I am also a part of a Cohousing in the Gorge group that has been meeting for about a year. We invited Six Rivers to come and work with us to begin to learn to talk and work together in ways that are respectful of differing viewpoints. Although the time we had with Marti Kantola Dane that first evening was short, it was valuable and a useful beginning to a long-term relationship.

I am also grateful for the practice sessions that occur regularly, and I have told several people about them. I have only been able to participate in one evening to date, but look forward to other opportunities to practice compassionate listening.

Prior to retirement, I was a teacher of mathematics – first in middle school and high school, and I taught teachers at the University of Washington, Tacoma. Early in my career, I had the opportunity to work with sociology professors at Stanford who had developed a method which proved very effective for our high school students: students worked in small learning groups to develop a deep understanding of the mathematics concepts. Knowing how impactful this approach was for our students' learning, I spent the last twelve years of my career working as a consultant with teachers throughout the United States.

Given my professional background, I have a deep appreciation for the work that is required to establish a safe environment for respectful talk – especially when there are disagreements or disputes. I also know the current climate of intolerance and hostility between opposing points of view is a very dangerous one. My Latino/Latina friends are feeling increasingly vulnerable and harassment is growing.

I am very grateful for the presence of the Six Rivers Dispute Resolution Center in the mid-Columbia region and I strongly urge continued funding for their work. I would be happy to provide any more information you may need and can be contacted at 541-386-5465.

Respectfully,

Ruth Moody Tsu,

1990 7th Street,

Hood River, OR 97031



April 21, 2017

Oregon Office for Community Dispute Resolution University of Oregon School of Law 1221 University of Oregon Eugene, OR 97403-1221

Dear Grant Administrators,

This letter is to strongly encourage your committee to select Six Rivers Dispute Resolution Center as one of the recipients of grant funds.

Columbia Gorge Habitat for Humanity is a strong supporter of Six Rivers as it is a valuable resource in our community. Our program builds and sells homes to families whose income is 40-60% of the county's median income. Sometimes, this clientele does not understand what being a good neighbor means. When situations arise, we have always been able to refer them to Six Rivers. In this county, there is no other resource before going to court.

Six Rivers Dispute Resolution Center continues to be a community partner with both the private and public sector. Being a regional program, its demand for services is widespread but Six Rivers has always been able to accommodate with efficiency and professionalism.

Columbia Gorge Habitat for Humanity Board of Directors supports Six Rivers Dispute Resolution Center.

Sincerely,

Copini Mard

Corliss Marsh Office Manager Columbia Gorge Habitat for Humanity



April 21, 2017

Oregon Office for Community Dispute Resolution University of Oregon School of Law 1515 Agate Street, Room 330C 1221 University of Oregon Eugene, OR 97403-1221

Dear Grant Selection Committee,

First thank you for your investment in our community. Thanks for the opportunity for great agencies like Six Rivers Dispute Resolution Center to receive funds vital to their mission. Thanks for being part of the solution and for making a difference.

The mission statement of Six Rivers Dispute Resolution Center says "We teach Listening...We teach Communication...We teach the importance of Dialogue...We teach Citizenship." These are powerful ideas indeed. In a time where there seems to be a lot of division, they help people to LIVE UNITED.

In 2017 The United Way of the Columbia Gorge set an all-time high in allocations, over \$274,000. Unfortunately, with the ever growing need in our communities we were unable to fulfill Six Rivers Dispute Resolution Center grant request in 2017. We all acknowledge the great works and important role Six Rivers Dispute Resolution Center provides to our community, and we want to ensure they have the funds they need to continue to grow. It is our sincere hope your team will be able to invest in this impactful program. If I can be of any assistance please contact me at 541-386-6100.

LIVE UNITED

Jarrod Holmes

Jarrod Holmes Director United Way of the Columbia Gorge

PO Box 2, Hood River, OR 97031

LIVE UNITED. www.unitedwaycolumbiagorge.org

Paul Grim, Licensed Mental Health Counselor 781 Centerville Hwy Lyle, WA 98635 www.whitesalmoncounseling.com paulxgrim@gmail.com 509.281.0889 Npi# 1356645576 Washington State License #LH 60195290

Dear Grant Administrators,

It is my pleasure to provide a reference for 6 Rivers Dispute Resolution Center. 6 Rivers is a rare and precious resource for our rural community. A place where those with little financial means can get help resolving conflict.

In my mental health practice I have referred numerous clients and would-be clients to 6 Rivers to help with seemingly intractable and often potentially traumatic conflicts.. I have known several of the volunteers who help mediate disputes at 6 Rivers and I trust them implicitly. Their reliance on non-violent communication (NVC) and non-adversarial, non-coercive methods can create lasting resolution and amicable outcomes instead of conflicts that may have turned bitter, expensive, and interminable. Amazingly, this type of conflict resolution can actually result in the maturation and personal growth of those involved!

Without 6 Rivers many people would otherwise be swept up in the adversarial civil court system where outcomes are often decided without expertise in human nature, human development, and/or psychology. 6 Rivers has become an indispensable member of our community.

Sincerely,



Paul Grim, LMHC





511 Washington St., Ste.102 * The Dalles, OR 97058 p: [541] 506-2580 . f: [541] 506-2581 . www.co.wasco.or.us

Pioneering pathways to prosperity.

April 21, 2017.

Oregon Office for Community Dispute Resolution University of Oregon School of Law 1515 Agate Street, Room 330C 1221 University of Oregon Eugene, OR 97403-1221

Greeting Grant Selection Committee,

This Letter is to strongly recommend that Six Rivers Dispute Resolution Center be selected as a recipient for grant funding. The Six Rivers Dispute Resolution Center has served our communities for many years now, and during that time, has proven to be a valuable resource for conflict resolutions.

The staff members of Six Rivers Dispute Resolution Center, have been very helpful in streamlining the referral process for disputes.

It is my experience that Six Rivers Dispute Resolution Center has provided a much needed alternative to court adjudication for the citizens of Wasco County. It is my sincere hope that we will be able to continue to utilize them in dispute resolution needs, and that Six Rivers Dispute Resolution Center will be awarded this grant opportunity.

Sincerely,

Sheriff Lane Magill.



2650 Montello Avenue Hood River, Oregon 97031 (541) 386-2812 www.hoodriveralliance.org

April 24, 2017

Oregon Office for Community Dispute Resolution University of Oregon School of Law 1515 Agate Street, Room 330C 1221 University of Oregon Eugene, OR 97403-1221

Dear Grant Administrators,

We would like to offer our support for Six Rivers Dispute Resolution Center to receive a grant from your organization. We have been providing space for trainings over the last couple of years because we support their efforts in our community. Our rural area does not have many resources for dispute resolution, especially one that bases fees on a sliding scale.

As a church, we support organizations that help people and Six Rivers Dispute Resolution Center holds to that same ideal. Their services are highly needed in our area and we have referred people to them. Our support for Six Rivers will continue as long as needed.

Sincerely,

Christine Keith

Administrator

Underwood Community Council (UCC)

751 Schoolhouse Road P. O. Box 62 Underwood, WA. 98651

April 23, 2017 Oregon office for University of Oregon School of Law 1515 Agate 1221 University of Oregon Eugene, OR 97403

- TO: Grant's Award Committee
- FROM: Darla Johnston, Vice President of the UCC
- RE: This letter is for strong support for you to select and award Six Rivers Dispute Resolution Center the grant they are requesting

As Vice-President of the UCC I heard about Six Rivers Dispute Resolution Center through a friend in Underwood this past year because of two families who were dividing the community with a feud. I called and explained the situation to Andrea Pacheco. She listened for more than an hour and stated she believed she could help the parties involved. I told her the parties did not have money to pay for the counseling and would not be able to get the help they so desperately needed if the service could be offered only to paying clients.

Several months later these two families were sitting together at an UCC Meeting. As I heard and saw both parties comfortable with sitting side by side and each expressing their opinions in a positive way with "no put-downs," no angry hostile words being exchange nor any angry gestures being displayed, I knew that Andrea and her fellow Mediators were able to use their skills to teach the previous feuding couples to learn to communicate in positive ways. I was amazed at their transformations. It was fantastic to see these couples sitting together and being congenital. The training that the couples received was life changing for their families, their employers, and for our community.

The positive changes brought about in these peoples' life's through the mediators' methods at Six Rivers Dispute Resolution Center were simply amazing. In order to be able to help as many people as they do, they need money. In a 25 mile radius around Six Rivers Dispute Resolution, there are about 14 communities. Many of rural counties have low employment rates and/or low wages. Even Underwood has many people that are lower or are lower-middle income.

Page 2. UCC' S request for grant money request for Six Rivers Dispute Resolution Center

The Mediators's methods and education are making a positive influence in the peoples' lives, their neighbors, and their communities in which they live. Any assistance you can provide to further the great work and wonderful outcomes that Six Rivers Dispute Resolution Center mediators are providing would be greatly appreciated as they are truly responsible for changing people's lives in a positive way.

Yours Truly,

Darla Johnston Vice President of the UCC 509-493-2397 rdjohnston@gorge.net



Community Mediation Program Fee Schedule

The following fee schedule will help you determine how much our mediation services will cost. Each party is required to make individual payments, unless agreed upon by both parties prior to when payment is due. *Low income individuals may apply for reduced or waived fees; if you are interested in the reduced fee, please talk to your case developer.* Our community mediation program receives funding through matching grants from local and state organizations in order to provide low-cost conflict resolution and education services. If you have any questions, your case developer can address questions on fees during case development.

Case Development	1 hour free
Mediation	\$50 / hour per party
Missed session/cancellation < 24 hour notice	\$50 cancellation fee for canceling party
Rescheduling > 24 hour advance notice	\$15

You will be invoiced after your mediation session.

Please make checks payable to: Six Rivers Dispute Resolution Center. Checks can be mailed to:

Six Rivers Dispute Resolution Center P.O. Box 1594 Hood River, Oregon 97031

Six Rivers Dispute Resolution Center is a registered 501(c)(3) nonprofit

www.6rivers.org • 541.386.1283 • office@6rivers.org



Community Mediation Program Sliding Fee Scale

The following sliding fee scale is available. Please provide proof of income. Each party is required to make individual payments, unless agreed upon by both parties prior to when payment is due. *Low income individuals may apply for reduced or waived fees; if you are interested in the reduced fee, please provide your case developer with 2 paystubs and most recent W-4.* If you have any questions, your case developer can address questions on fees during case development.

GROSS INCOME	PER PARTY / PER HOUR
\$29,000 or less annually	\$20
\$30,000-59,000	\$30
\$60,000-89,000	\$50

You will be invoiced separately after your mediation session.

Please make checks payable to: Six Rivers Dispute Resolution Center. Checks can be mailed to:

Six Rivers Dispute Resolution Center P.O. Box 1594 Hood River, Oregon 97031

Six Rivers Family Mediation Program • www.6rivers.org • 541.386.1283 • office@6rivers.org

Six Rivers Dispute Resolution Center

FAX: 541-386-1283 Email: office@6rivers.org

WAIVER OF FEE APPLICATION

Name of Applicant:		DRC Case Number:	
Fee Amount	Case worker:	Phone:	
Monthly, gross	household income, by type	2:	
Salary / Wages:			
Additional Incon	ne (ie. Rental, capital gains,	trusts):	
Unemployment I			
Child Support In	come:		
Financial Aide Ir			
Government Ass	istonas Incomos		
SSI/Disability In			
Other assistance;	food stamps etc:		
How many adults in you	r household?		
How many children in y	our household?		

Briefly describe any changes in circumstances:

Please send the first two pages of your most recent tax return, no schedules or worksheets needed, and any related documents that verify the above numbers; pay stubs, food stamp card, letter from a case worker, medical coupon information, bank statements, financial aid letter, unemployment records, etc. We are unable to mail back originals; <u>send copies only</u>. *Applications will be denied if documentation is not supplied. In cases of extreme hardship, an appeal regarding this application may be submitted in writing to the Dispute Resolution Center for special consideration due to extenuating circumstances.*

I certify that the information above on my income is complete and accurate. I understand that I am signing this under penalty of criminal prosecution if I knowingly give false information, which may result in assistance for which I am not eligible.

Date:

-FOR OFFICE USE ONLY-

Approved Amount:

(Program Manager)

(Date)



Community Dispute Resolution Center Agreement to Mediate

Mediation is voluntary and I can end the process at any time. The mediators will not make decisions for me or require me to agree to anything

Mediators are impartial (they will not take sides or determine "right" or "wrong"). Mediators shall not give legal advice I understand that I can talk to an attorney at any time if I have questions about my legal rights and responsibilities. Including having an attorney review a written agreement before I sign it.

Confidentiality

Our mediation meetings occur in a private, confidential setting in order to encourage open, honest discussions.

All mediation communications (both verbal and written) are confidential unless we agree otherwise in writing. Confidentiality begins with the first contact made to the mediation program. We agree not to disclose confidential mediation communications with anyone not present (except those with whom we have a legal privileged relationship, such as, a spouse, domestic partner, therapist, attorney, doctor, or clergy). We can communicate with others named below

We acknowledge and accept that the mediators and the mediation program will not provide any information about the mediation communications to anyone outside the mediation. We agree not to ask the mediators or mediation program to testify or give out information that relates to confidential mediation communications in any subsequent judicial, administrative or arbitration proceeding.

The Following Are Not Confidential:

Information that is already known before mediation, information that is not prepared specifically for use in mediation, or documents that are public records before mediation.

Written or verbal agreements reached in mediation unless we agree in writing to keep the agreements confidential

If information is revealed about child or elder abuse, mediators may report to the appropriate authorities. Mediators or parties may report communications necessary to prevent a party from committing a crime that is likely to result in substantial bodily injury or death

For reporting, research, training, or educational purposes, the mediation program/mediators can a) state whether or not the mediation resulted in agreements, b) provide information for statistical purposes, c) talk confidentially with program staff and others about what happened for advice and learning purposes, d) retain records of the mediation in accordance with program policies and procedures.

By signing this, we agree to all the above (signatures of the parties and mediators):

Signed

Date

OREGON & WASHINGTON MEDIATION SESSION SURVEY

TODAY'S DATE:

Please help us evaluate the quality of our services by completing this survey about your mediation experience. Feedback will be used to compile statewide date for the Oregon Office for Community Dispute Resolution and Resolution Washington. This data will remain anonymous. **Note: please read carefully before selecting your response.**

- 1. Please identify your role in the mediation: ____Participant ____Support person ____Other
- 2. Regardless of the outcome, how satisfied are you with your overall experience in mediation? (Please select the most appropriate response; responses range from most negative to most positive):

	Very dissatisfiedDissatisfiedSatisfiedVery satisfied
3.	Mediators were fair and impartialYesNoSomewhat
4.	Situation was improved by mediationYesNoSomewhat
5.	Mediation helped to communicate with the other party?YesNoSomewhat
6.	Mediation helped to better understand the issues?YesNoSomewhat
7.	To what extent were agreements reached on the issues? (Please note that agreements may be either written or verbal) <u>Please select one:</u> No agreementAgreement on some but not all issuesAgreement on all issues
8.	If mediation services had not been available, would you have? Ignored the conflict Stayed in the conflict Tried counseling/coaching Contacted the police Filed in court or continued the litigation process Other (please explain)
9.	To the best of your knowledge, compared to other likely means of resolving this matter, how did mediation affect the cost of this dispute to you or your organization? <u>Please select one:</u> Mediation cost moreNo change in costMediation cost lessDon't knowNot applicable

10. Would you recommend mediation services to other people for a similar situation?	esNo
---	------

 11. Would you consider using mediation again?
 ___Yes

12. Comments? _____

			EDIATION SURVEY	
lay's date:			Type of Case: (for program u	
npile statewi	de data for the Or	re about the impact of your egon Office for Community I negative to most positive; p	Dispute Resolution and will	l remain anonymous
ase identify	your role in the me	ediation: Participant	Support Person	Other
-	e most appropriate	, how satisfied are you with e response; remember that re		•
Very	Dissatisfied	Dissatisfied	Satisfied	Very Satisfied
Was an	agreement reached	1? If yes, respond to questio	n 2a; if no, respond to ques	tion 2b:
	f an agreement wa mplemented?	as reached, have the provisio	ns of the agreement been f	ollowed or
-	Some (but not	ovisions have been followed all) of the provisions have b isions have been followed o	een followed or implement	ed
b.]	f an agreement wa	as not reached, how was the	matter addressed?	
-	The concern w The concern w	as resolved informally cting the police		
		situation before and after the other participants? <u>Please s</u>		•
Mea Mea	liation has had litt liation has improv	ed the relationship le or no effect on the relation red the relationship ure relationship is likely	nship	
Would	you recommend n	nediation to others in a simil	ar dispute?	
No			Yes	
~	our point of view.	what has been the impact of	f this mediation on you?	

 Oregon Office for Community Dispute Resolution
 January 1, 2011

 January 1, 2011
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Volunteer Mediator Application

Name: Address: City, State, Zip: Phone(s): Text Messaging OK? Y/N Email: Occupation: □ Full time OR □ Part time

Languages spoken fluently : Applicable Formal Education:

We have attendees from all walks of life in our trainings. In order for us to ensure an appropriate mix of trainees and a rich experience for you in class, please give us some background information on what has led you to this training.

- 1. How did you learn about Six Rivers Dispute Resolution Center?
- 2. Did you contact other training providers?
- 3. Which of the following best describes you?
 - □ I see basic mediation training as a professional development opportunity, adding mediation skills to my current practice. Current Practice area:
 - □ I am looking for a career change and I'm interested in the field of mediation.
 - □ I want to improve my communication and conflict resolution skills.
 - \Box I am looking for a meaningful way to use my skills and time as a community volunteer and believe mediation is a rewarding opportunity.
- 4. Describe your previous conflict resolution training or conflict resolution experience.

Employment:

Current or most recent employer: Roles and Responsibilities in your work:

Professional Associations:



Why do you want to be a mediator?

Describe your experience as a volunteer, include names/organizations/dates.

What kind of experience are you seeking as a volunteer?

▶ Please feel free to attach a current resume if you would like.

References:

Please provide two references whom we may contact regarding your experience and ability in working with people, particularly in difficult or sensitive situations. No relatives, please.

1. NAME:			PHONE:	
ADDRESS:				
CITY	STATE:	_ZIP:	Relationship to you:	
2. NAME:			PHONE:	
ADDRESS:				
CITY	STATE:	ZIP:	Relationship to you:	

Quality Assurance within our program and the safety of our clientele require that we screen our volunteers through background checks. Have you ever been convicted of a crime other than a minor traffic violation? YES_____NO____

(PLEASE EXPLAIN ANY 'YES' ANSWER)

About the Trainings:

Six Rivers has been operating as an Oregon and Washington affiliated Community Dispute Resolution Center since 2003. We promote quality assurance in the development of the mediation field both locally and regionally.

Our 40hr Basic Mediation Training is specifically designed to exceed the standards set by the following authorities:

ORS Chapter 36 and RCW Chapter 7.75

Oregon University System Chapter 571 rules governing CDRC's



Cost of Training: Professional Certification Track: \$795

□ Community Volunteer Commitment: \$395

Please submit payment by check to: Six Rivers Dispute Resolution Center PO Box 1594 Hood River, OR 97031 Electronic confirmation and directions to the training center will be sent one week prior to the start of training. Please contact Andrea Pacheco at 541-386-1283 with any questions.

40 Hour Basic Mediation Training Agenda

Day 1 (4 hours)

- Program begins at 1 p.m. and adjourns at 5 p.m.
- Welcome
- Conflict Styles
- Negotiation Theory
- Mediation in Context
- Mediator Styles
- Overview of Mediation Process
- · Video or live demonstration of a Mediation

Day 2 (8 hours)

Program begins at 8:00 a.m. and adjourns at 5:00 p.m.

- There will be two 15-minute breaks and a one half-hour lunch break.
- Mediator's Opening Statement
- Confidentiality
- Active Listening
- Case Development
- Understanding Interests
- Mediation Roleplays

Day 3 (8 hours)

Program begins at 8:00 a.m. and adjourns at 5:00 p.m. There will be two 15-minute breaks and a one half-hour lunch break

- Agenda Setting
- Reframing and Redirecting
- Using Caucus
- Negotiating Generating & Evaluating Options
- Mediation Roleplays

Day 4 (8 hours)

Program begins at 8:00a.m. and adjourns at 5:00 p.m. There will be two 15-minute breaks and a one half-hour lunch break

- Writing Agreements and Closure
- Culture and Mediation
- Ethical Considerations in Mediation
- Mediation Roleplays

Day 5 (8 hours)

Program begins at 8:00 a.m. and adjourns at 5:00 p.m. There will be two 15-minute breaks and a one half-hour lunch break.

- Other Mediation Styles
- Attorneys in Mediation
- Mediation Roleplays
- Connecting to the Mediation Community

Day 6 (4 hours)

- Mediation Roleplays
- Neutrality
- Written Self Evaluation
- · One on one meeting with Trainer- Evaluation and Planning

Continuing Education Courses offered regularly: Agreement writing and contract law, mandatory reporting and mediation, Workplace mediation, Shuttle negotiation, Case Development, Foreclosure mediation, USDA mediation

Frequency of Continuing Education Courses: Once a month except December, July and August, 2 hour sessions. 10 hours a year required in Six Rivers classes specifically.

Debriefing: Usually by phone, individually. Sometimes in person directly after the conclusion of the session.

Mentoring of mediators: We have a criteria for mediators to become mentors. It has been more active in some years than others. Right now we have fewer mediators and each has less time available to work specifically with others. We do co-mediate almost all cases.

Basic Mediation Training Required Student Learning Objectives Adopted by the Membership of Resolution Washington on February 9, 2012

Introduction: The following student learning objectives establish a standard body of skills and knowledge which will provide participants an introduction to basic mediation. They provide a basis for typical 40 hour basic mediation training and are not intended to limit or restrict additional learning objectives that trainers or Dispute Resolution Organizations find appropriate. Mastery of these skills is achieved by completing a mediation practicum program.

Course Objective: Upon completion of the course the participant will demonstrate the ability to conduct a complete mock mediation, employing the skills, strategies, and processes outlined below.

Pre-Mediation

- 1. The participants are familiar with the intake process, screening criteria and determination of the appropriateness of the dispute for mediation.
- 2. The participants are aware of the additional skills, knowledge, and training needed for effective intake.
- 3. Participants understand the process they need to undertake to become grounded in the role of a neutral; including the ability to center oneself, and be open, non-judgmental and fully present for the parties.
- 4. When co-mediating the participant can identify and share appropriate information with their co-mediator.
- 5. Participants understand and can adjust the physical attributes of the mediation setting to promote effective dialog (location of parties, mediators, observers, white boards, etc.)

Mediator Opening Statement

- 1. Participants will understand and explain mediator opening statements and agreements to mediate relevant to their Dispute Resolution Center or organization.
- 2. Participants will be aware of which issues are not protected by confidentiality and how exceptions to confidentiality should be handled in accordance with their Dispute Resolution Center or organization.
- 3. Participants will be able to explain both confidentiality and privilege and the exceptions.
- 4. Participants with mandatory reporting requirements understand how their obligations will be met in accord with their Dispute Resolution Center or organization.
- 5. Participants will be aware of the importance of delivering their opening statement in a neutral and balanced manner and with confidence and authority.

Client Opening Statement (listening skills)

- 1. Participants will equitably conduct the client opening statement process in which they listen to each party's opening statement, accurately and impartially summarize the content, relevant emotion, and underlying interests.
- 2. Participants will understand the fundamental role of feedback in assuring and conveying effective listening.
- 3. Participants will be able to analyze obstacles to communication and to apply strategies to improve parties' ability to communicate.
- 4. Participants will demonstrate active listening and attending behaviors while listening to parties and taking notes.
- 5. Participants will appropriately summarize and reframe parties' statements in neutral language.

Exploration of Conflict (Exploration may be a separate step prior to agenda building. It will likely occur periodically as issues are clarified and negotiated.)

- 1. Participants will explore and analyze the issues of the conflict sufficiently to be able to summarize parties' positions, related feelings, and underlying interests.
- 2. Participants will appropriately use inquiry techniques (open ended and closed questions) to ascertain greater insight into the dynamics of the conflict and reveal underlying interests.
- 3. Participants will be able to identify and articulate the common ground that exists between the parties so as to promote a sense of connection and positive spirit between the parties.

Agenda

- 1. Participants will know when and how to transition to agenda building.
- 2. Participants will assist parties *to create* an agenda which equitably reflects the issues of the conflict in neutral, non-positional, language.

3. Participants understand that issues related to establishing and determining the order of an agenda have strategic importance and are able to apply techniques to assist parties in determining how to proceed.

Negotiation

- 1. Participants will assist discussion of each issue, asking questions to identify common and varying interests, and assisting parties to craft proposals addressing the interests at the table.
- 2. Participants will understand negotiation theory including positions, interests, settlements, bottom lines, BATNAS, WATNAS, and the role of the third party neutral in assisting in a negotiation.
- 3. Participants will assist parties to identify interests and utilize the interests to improve the effectiveness of the negotiations.
- 4. Participants will understand how power imbalance can affect negotiation and will apply strategies to assure equitable representation of all parties' interests.
- 5. Participants will understand how parties' approach to negotiation can be affected by their culture, gender, and other attributes of their identity. Participants will begin to develop strategies for promoting productive negotiations when identity differences might otherwise lead to misunderstanding, distrust, or other challenges to productive negotiation.
- 6. Participants will understand negotiations strategies related to limited resource distribution, future behavior, values, interests, identities, communication, and relationships.
- 7. Participants will respect the ethical standard of self-determination, and engage the parties to ensure that negotiations are party driven.

Written Agreement

- 1. Participants will understand and apply the essential elements of durable agreements (who?, what?, when?, where?, how?, what if?)..
- 2. Participants will demonstrate the ability to assist parties to develop durable written agreements characterized by clarity, balance, adherence to ethical standards and contingencies for potential difficulties.
- 3. Participants will assist parties to develop agreements that are perceived as sufficiently fair as to achieve voluntary compliance.
- 4. Participants will appropriately adjust the "level of agreement and enforceability" to reflect the needs of the parties (a spectrum from simply documenting the conversation to drafting enforceable contracts).
- 5. Participants will demonstrate appropriate use of reality testing in developing agreements.
- 6. Participants will be able to appropriately use written agreement forms provided by their Dispute Resolution Center or organization.

Caucus

- 1. Participants will understand the risks and benefits of caucuses in a mediation and appropriately determine when to use a caucus.
- 2. Participants will understand that caucus is optional, and not a mandatory part of the mediation process.
- 3. Participants will demonstrate techniques to make caucus productive such as building rapport, reality tests, role reversal, rehearsal and preparation for return to open session, coaching, identification of key issues, exploration of options, allowing for venting, developing alternatives for settlement, education regarding negotiation process, etc.
- 4. Participants will be able to inform parties of the process and confidentiality practices regarding caucus.
- 5. Participants will manage transition to and return from caucus appropriately preparing parties to resume the joint session.
- 6. Participants will understand and adjust interaction during caucus to assist parties while maintaining appropriate levels of impartiality.
- 7. Participants will assist the party not in caucus to engage in constructive activity while waiting.
- 8. Participants will distinguish between caucus and breaks and inform parties of how a caucus or break can be requested by either the mediation team or client.

General

- 1. Participants will have self knowledge of their conflict styles, history, and attitudes and how their personal experience may influence their aptitude for or approach to conflict resolution.
- 2. Participants will be able to perceive the conflict styles of others, and will be able to adjust their mediator interventions to work effectively with all conflict styles.
- 3. Participants will understand that communication is comprised of both verbal and non-verbal elements and will be able to identify how either of these can escalate or de-escalate conflict.

- 4. Participants will understand that a sense of physical safety is essential for all mediation parties and mediators, and will be aware of strategies for promoting both actual physical safety and the sense of safety.
- 5. Participants will be able to help parties acknowledge the impact of their statements on the other parties, and clarify their intention in making these statements.
- 6. Participants will understand basic conflict theory including definitions of conflict and the relationship of conflict to emotions and interests.
- 7. Participants will understand that there is a continuum of conflict resolution methods, including negotiation, mediation, arbitration and litigation, and will understand the advantages and disadvantages of each.
- 8. Participants will understand ethical issues related to mediation, particularly as it relates to confidentiality, self-determination, and voluntary participation.
- 9. Participants will be familiar with the American Bar Association Model Standards of Conduct for Mediators, the Washington State Dispute Resolution Centers Act (RCW 7.75), and the Washington Mediation Association Ethics and Standards of Practice, and Washington State Uniform Mediation Act (RCW 7.07).
- 10. Participants will be able to discern which issues in a conflict are negotiable and which are non-negotiable, and will have a sense of how to guide parties in discussing these issues.
- 11. Participants will appropriately manage the emotional climate to foster productive dialog.
- 12. Participants will appropriately manage anger through acknowledgement of underlying emotions.
- 13. Participants will be able to terminate or conclude the resolution process at an appropriate time and in an appropriate manner.
- 14. Participants will understand the importance of debriefing with co-mediators, observers and program staff for the purpose of furthering their own and other's development as skillful and effective mediators.

Marti Kantola Dane

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Executive Director

March 2014 - Present

Six Rivers Dispute Resolution Center - Responsible for strategy, implementation, and funding. Managing day to day operations, training and developing both professional and volunteer mediator pools for 5 distinct programs to deliver dispute resolution services and training in conflict prevention.

Community Mediation Services Director

June 2002 - March 2014

Mid-Columbia Council of Governments - Built a Community Dispute Resolution Program. Recruited, trained and mentored over 100 volunteers to serve as civic mediators. Managed and grew the community program to serve Hood River, Wasco, Sherman, Wheeler and Gilliam Counties in Oregon and Klickitat and Skamania Counties in Washington. USDA Certified Agricultural Mediation Program for Oregon accredited in 2011.

Leadership

Chaired the 2015 National Coalition of Agricultural Mediation Programs (CAMP) annual conference. Developed strategic amendments to Code Federal Regulations 785 and best practices in implementation of the 2014 Farm Bill. Stakeholders: 38 states and USDA DC representatives – Baltimore, Maryland Chaired the 2014 National CAMP Conference, focusing on Rural Development protocol and risk management- St. Louis, Missouri

Mediator: Resolved over 800 cases from 1999 - 2017.

Mediation Specialty Designations: Federal Mediator for USDA, Washington Department of Commerce Foreclosure Mediator and Domestic Relations Mediation

Mediation Specific Education:

16 Hours Agricultural Mediation Training: Denver, CO 2013
20 Hour Family Mediation Training: Thurston County DRC, Evan Ferber 2012
40 Hour Foreclosure Mediation: Washington State Bar Association 2012
Luke Center for Leadership: 40 hour intensive leadership training 2011
Public Policy Mediation: Donna Silverberg and Laurel Singer 30 Hours between 2006-10
20 Hour Advanced Mediation: Creighton University: Bernie Mayer 2007
20 Hour Advanced Workplace Mediation: Portland State University: Stan Sitnick 2005
32 Hour Basic Mediation Training Dale Largent 2003
30 Hour Community Collaboration: NAFCM 1999
Bachelor's Degree: Speech: Rhetoric and Communications: University of Oregon

Basic Mediation Trainer:

Co-Trained with Carolyn Heltzel as Assistant for 3 BMT courses between 2006-2010 Lead trainer of 11 - 40 Hour Basic Mediation Trainings from 2011 - 2017 Approved by OOCDR and Washington Mediation Association

Corporate Trainings:

Developed and taught Teambuilding and Conflict Resolution in the Workplace trainings for: Boeing Corporation, Mid-Columbia Medical Center, Providence Hood River Memorial Hospital, Columbia Gorge Community College, City of The Dalles, Wasco County, City of White Salmon and Hood River County Chamber of Commerce

Professor of Speech and Communications: University of Alaska 1993 – 1995

Curriculum design and instruction for the following courses: Fundamentals of Public Speaking, Interpersonal Communication, Speech: Argument and Debate

Professional Network Membership

National Coalition of Agricultural Mediation Programs, Oregon Assoc. of Community Dispute Resolution Centers, Oregon Office for Community Dispute Resolution Advisory Panel, Resolution Washington

Andrea Pacheco

OBJECTIVE

To use a natural collaborative talent and 14 years of administrative and client services experience for Six Rivers Dispute Resolution Center (DRC) as the Executive Assistant

ADMINISTRATIVE & CLIENT SERVICES

Office Organization

- Drafted documentation of important meetings and telephone conversations while preserving confidentiality and client privacy
- Performed general accounting duties and evaluated budgets to estimated costs
- Accurately maintained detailed records, organized file systems, generated reports, coordinated meetings, and multitasked within a fast-paced atmosphere
- Managed and streamlined administrative processes to reduce errors, improve accuracy and efficiency, and achieve organizational objectives
- Captured client information and tracked project progress using spreadsheets and other documentation

Client Services

- Answered calls in a prompt friendly manner, presenting scope of services with a personable and professional approach
- Identified customer needs, ensured continuous client satisfaction by providing highest level of customer service
- Arranged conferences and scheduled appointments using various communication channels
- Submitted required documentation to necessary parties on behalf of clients

Database Management

- Entered and imported database records, performed queries, and resolved issues through efficient trouble-shooting
- Maintained existing database, generated new database, and managed transition
- Adapted to new database system quickly, following procedures and utilizing available assistance

WORK CULTURE TYPE

- Collaboration as determined by the Culture DNA Assessment (www.roundpegg.com)
- Values synergy, collaboration, and open, transparent communication
- Brings people together to create solutions that incorporate many perspectives

CERTIFICATIONS, TRAININGS, & EDUCATION

Civility & Compassionate Listening, 2016 Co-existence in Agriculture, 2016 Self-Compassion Fundamentals, 2016 40 Hour Basic Mediation, 2015 Certified & Licensed Geologist, 2014 - Present Compassionate Listening Intensive, 2003 and 2015 Bachelor of Science Geology, 1996-2001 Six Rivers DRC Six Rivers DRC Compassionate Listening Project Six Rivers DRC Oregon State Board of Geologist Examiners Compassionate Listening Project Colorado State University

RELEVANT HOBBIES

Compassionate Listening Practice Group

- Practice listening skills to clarify facts, feelings, values, and issues
- Promote peaceful communication while maintaining grounded boundaries

RELEVANT WORK EXPERIENCE

Project Manager / Geologist

Martin S. Burck Associates, January 2012 – Present

- Communicate with neighboring residential and agricultural property owners, insurance and real estate agents, landlords and tenants, and interested community members to disseminate information, provide status updates, schedule meetings, coordinate access, and conduct interviews
- Facilitate respectful and professional conversations with and between high conflict personalities for projects with complex regulatory and legal issues
- Apply effective communication, negotiation, high ethical standards and teamwork to meet dynamic goals, maneuver new landscapes, and address stakeholder interests
- Maintain organized procedural documentation, file systems and task lists within a fast-paced, efficient environment

Client Services Associate

Environmental Chemistry Consulting Services, May 2011 – November 2011

- Coordinated and met with sampling team clients comprised of multiple stakeholders retrieving and compiling documentation for litigation support of BP Gulf Oil Spill
- Facilitated transfer of information and upload to database in a timely and organized process
- Developed respectful and professional atmosphere where high conflict personalities represented competing interests
- Communicated frequent updates of operating procedures as conditions changed
- Committed to 3 5 week straight work rotations while family transitioned to Hood River

Project Assistant

Sand Creek Consultants, Inc, August 2010 – April 2011

- Assisted project managers quickly learning, adapting and given greater responsibility
- Efficiently conducted operations requiring coordination, teamwork, and commitment to accuracy while meeting budgeted timelines

VOLUNTEER WORK

Board Member, Six Rivers Dispute Resolution CenterJanuary 2016 – PresentMediator in Training, Six Rivers Dispute Resolution CenterOctober 2015 – PresentFood Distribution Team Facilitator, Fish Food BankJuly 2015 – PresentPianist, Hood River Alliance ChurchNovember 2015 – PresentFood Preparation and Service, The Dalles Meals-On-WheelsThanksgiving 2013Food Preparation and Service, Portland Loaves & FishesNovember 2011 – January 2012

SOFTWARE & EQUIPMENT

Microsoft Office Suite – Word, Excel, Outlook, Access, Visio; Adobe Acrobat, WordPerfect, Gmail, Doodle Polls, Mail Chimp, Survey Monkey, GoToMeeting, Google Hangout, Skype

ADDITIONAL EMPLOYMENT HISTORY

International Geologist – Informally mediated worker disputes Backcountry Hiking/Backpacking Guide – Facilitated team building and educated groups Boat Equipment Sales Associate – Client service and solutions experience Environmental Scientist – Logic and process-oriented experience Moscow, ID

Mobile, AL

Hood River, OR



Master Mediator Professional Development Program Comprehensive Understanding of Mediation – Evaluation

Name:	Date:
Completion date of 40 hour Basic Mediation Training:	

- 1. Describe the difference between mediation and arbitration.
- 2. Give three examples of parent/teen issues that are mediatable. Identify three situations involving parent/teen dynamics where mediation would not be appropriate.
- 3. How would you describe the mediation process to a prospective client? How would you describe your role as a mediator to a prospective client?
- 4. Identify three goals of the mediator opening statement?
- 5. Indentify three goals of the storytelling phase of the mediation process.
- 6. What is active listening?
- 7. Name two situations when active listening would be a n appropriate mediator intervention tool. (Note: active listening may be used at any point in the mediation process please identify common conflict dynamics that are often present when a mediator chooses to engage in active listening.)
- 8. Reframing is a communication tool that is frequently used by mediators... define reframing and identify the goals of reframing.



- 9. What is an issue?
- 10. What is a position?
- 11. What is an interest?
- 12. How can mediators successfully enable clients to move from positional bargaining to interest-based bargaining?
- 13. Name three signs that might indicate to a mediator that the parties are ready to transition from one stage of the mediation process to the next?
- 14. What stage of the mediation process comes after storytelling?
- 15. Name some techniques that are useful in helping parties to generate options for possible resolution of an issue.
- 16. Why is it important to separate the option generation stage from the option evaluation stage?
- 17. Name three different techniques that can assist parties in evaluation possible settlement options.
- 18. The caucus is an effective tool for mediators...Why, when, and how might you use a caucus?
- 19. Name five elements of a good agreement.



- 20. You have just concluded a successful mediation. Later that night, you realize that one of the key points was not included in the agreement. What should you do?
- 21. Why is it important for the mediators to develop a conflict analysis of a case?
- 22. What are the elements of a good conflict analysis?
- 23. Give an example of good faith bargaining in a family case. Give an example of bargaining in bad faith.
- 24. If you are co-mediating and your fellow mediator makes what you consider to be a strategic error, what would you do?
- 25. All mediators recognize that their personal buttons may get pushed from time to time...and it is important to be honest in examining issue or dynamics of cases that may push your buttons. Identify some cases where you feel your neutrality might be affected. How would you handle a situation where you were asked to mediate a case that compromised your neutrality?
- 26. You are mediating a difficult case and the party's deadlock at the option evaluation stage of the mediation. Name three possible mediator interventions that might help the break the deadlock.
- 27. Name some ethical considerations that may be present in a case. How do you deal with those ethical dilemmas?

Minimum Standards & Best Practices for Continuing Education of DRC Mediators Adopted by the Membership of Resolution Washington on December 1, 2011

Mediator Certification

Once a mediator has been certified, *the minimum standard* for maintaining certification requires ongoing supervision and assessment by the local DRC. *Best Practices* recommend re-certification every three years by fulfilling requirements in the following three components: (1) Continuing Education; (2) Practice; and (3) Competency.

1. **Continuing Education:** Participation in 10 hours of Continuing Education per year (or 30 hours over three years). Continuing education includes the following types of activities:

- Classes, conferences, in-service programs
- Teaching, coaching, mentoring
- Peer review, self-study, reading, roundtables, roundtable discussions
- Testing scenarios, mocks, auditing BMT

2. **Practice of Mediation:** A minimum of two cases per year, or the possible substitution of a mock mediation when necessary because of DRC caseload.

3. **Demonstration of Competency:** A mediator must demonstrate competency in addition to fulfilling continuing education and practice requirements. Local DRCs will review and provide feedback about a mediator's competency at least every two years based on Resolution Washington competency guidelines.

Local DRCs make decisions about related issues:

- Fees for re-certification
- Grandfathering provisions
- Reciprocity for other DRC certified mediators

Best Practices for Specialized Mediation

It is the local DRC's responsibility to make sure mediators have adequate training and anticipate the areas of practice requiring specialized training. Typically areas of practice include, but are not limited to the following:

- Family (as approved by Resolution Washington)
- Facilitation/Multi-Party
- Land Use
- Parent-Youth
- Small Claims

- Landlord-Tenant
- Victim-Offender
- Workplace
- Elder
- Foreclosure

DRCs are encouraged to expand the use of mediation for unique and varied types of cases. In new or specialized applications, DRCs should consult with other providers to learn about existing Best Practices and training resources.

Credit for Mediation Training

Various types of credit are awarded for mediation training. Interested DRCs can learn more about credit options and from other DRCs by sending an e-mail query through Resolution Washington.

- Academic Credit through Western Washington University and other colleges and universities
- CLE (Continuing Legal Education) through the Washington State Bar
- CEU (Continuing Education Units) through Washington State University
- Human Resources Credit through the Human Resources Certification Institute, an affiliate of the national organization Society for Human Resource Management
- Clock Hours for educators and social workers [through local Educational Service Districts (ESDs) and statewide social worker association]

Minimum Standards for Certification via a DRC Practicum Program Adopted by the Membership of Resolution Washington on December 1, 2011

Prerequisite: Completion of a 36-40 hour Basic Mediation Training.

- 1. **Entry into Practicum:** Includes entry exercise/exam, application form, and continued thorough record keeping by DRC and intern throughout intern's history.
 - <u>Best Practices:</u> The DRC may include an interview/orientation as part of the application process. (Some DRCs use the exercise/exam to review answers with intern during this interview/orientation).
- 2. **Minimum Observations** (Observation hours may include 30 minutes for set up and 30 minutes for debrief.): Minimum of 20 hours of time allocated to observations and/or mocks. At least 14 hours must be in observations of at least 3 completed cases. The other 6 hours can be allocated to mocks or more observation of actual mediations.
 - Best Practices: Minimum of 20 hours of time allocated to observations of live cases.
- 3. **Minimum Mediations** (Mediation hours may include 30 minutes for set up and 30 minutes for debrief.): A minimum of 24 hours of actual experience in the role of mediator or co-mediator in at least 4 separate and completed cases. These cases may include small claims mediation cases with appropriate supervision. Evaluation forms should be used for all co-mediations. The co-mediation form is filled out in part by the mentor mediator, who at a minimum is a certified and experienced mediator. The remainder is filled out by the intern.
- 4. **Solo Mock:** 1 solo mock proctored by a DRC staff or certification committee member can be anytime after observation.
 - Best Practices: 1 solo mock to be completed after the intern's observations and 1 solo mock to be completed after the intern's has completed 24 hours of comediating. Both mocks are to be proctored by a DRC staff or certification committee member.
- 5. Additional Practicum Education: A minimum of 12 hours of additional education during the practicum that might include, but is not limited to:
 - a. In-services
 - b. Conference attendance
 - c. Seminars
 - d. Book review/article review
 - e. Role playing & debriefing (mocks/demonstrations)
 - f. Peer consultation
 - g. "What ifs?"
- 6. **Intern Engagement:** It is the responsibility of the intern to stay engaged and remain active throughout the course of the practicum and the DRCs responsibility to provide opportunities to learn and encouragement for consistent involvement.

- 7. **Decision to Certify:** Prior to certification after all of the above have been fulfilled, it is recommended that the DRC implement a defined process that is used in every case to certify mediators. At a minimum the decision to certify would include assessing the interns ability to meet the 18 skills** for competent performance as a mediator, as approved by Resolution Washington in 1999. The process of certification may also include, but is not limited to:
 - a. Interview with intern
 - b. Written self-evaluation by intern
 - c. Feedback by mentors (to DRC point person overseeing the Certification process)
 - d. Review of intern's files
 - e. Write up a final narrative recommendation
 - Best Practices: A team approach with consensus reached among all members of the certification committee/team as to whether to certify an intern.

That an intern may meet minimum requirements does not necessarily mean the DRC is mandated to certify intern. The DRC should do so only if they feel the intern is ready for certification.

** 18 skills for competent performance as a mediator, as approved by Resolution Washington in 1999

- 1. Ability to listen actively;
- 2. Ability to analyze problems, identify and separate the issues involved, and frame these issues for resolution of decision making;
- 3. Ability to use clear, neutral language in speaking and writing;
- 4. Ability to be sensitive to strongly felt values of the disputants, including gender, ethnic, and cultural differences;
- 5. Ability to deal with complex factual materials;
- 6. Ability to create and maintain control of a diverse group of individuals;
- 7. Ability to identify and to separate the neutral's personal values from issues under consideration;
- 8. Ability to understand and redress power imbalances
- 9. Ability to understand the negotiation process and the role of advocacy,
- 10. Ability to earn trust and maintain acceptability;
- 11. Ability to convert parties' position into needs and interests;
- 12. Ability to screen out non-mediatable issues;
- 13. Ability to help parties invent creative options;
- 14. Ability to help the parties identify principles and criteria that will guide them in decision making;
- 15. Ability to help parties assess their non-settlement alternatives;
- 16. Ability to help the parties make their own informed choices;
- 17. Ability to help parties assess whether their agreement can be implemented; and
- 18. Ability to identify when expert outside information is needed by the parties.

Definitions of Common DRC Terms

<u>Active/Inactive</u>: Active: continues to be engaged on a regular basis as defined by each center. Inactive: is no longer engaged on a continuing regular basis as defined by each center.

<u>Certification</u>: Recognition of successful completion of Practicum qualifying an individual to mediate with the DRC issuing the certification.

<u>Continuing Education</u>: Additional training/education that is completed by a certified mediator to remain current and up to date in the field.

<u>Ethics/Standards</u>: Standards are those basic practices all mediators are asked to support and adhere to. Ethics are the written and possibly unwritten moral requirements under which we operate. "Model Standards of Conduct for Mediators" are as set and adopted by the American Arbitration Association, American Bar Association and the Association for Conflict Resolution.

<u>Intake/Case Management</u>: Intake /case management includes, but is not necessarily limited to the following:

- 1. Initial contact with clients seeking services.
- 2. Contact with all parties to determine willingness to participate and appropriateness of case for mediation.
- 3. Scheduling first session and collection of any fees that may be required prior to session.

- 4. Final disposition of the case. Which may include, but is not limited to:
 - a. tracking progress of case
 - b. conducting follow up where necessary
 - c. filing documents in office
 - d. recording statistics on computer
 - e. rescheduling sessions
 - f. confirmation with all parties
 - g. closing the file

<u>Intern (Practicum Intern)</u>: A person trained in Basic Mediation who has been "accepted" into a program working toward certification as a mediator. (Suggestion to use "student" or "practicum participant" instead.)

Mediator Practitioner: A practicing mediator who has been certified by a DRC.

<u>Mediator Style vs. Standards</u>: Standards are those basic practices all mediators are asked to support and adhere to. Style is the manner of each mediator personality in which that is accomplished.

<u>Mentor Mediator/Senior Mediator</u>: A mediator meeting the following minimum qualifications:

- ➢ Basic Certification by a DRC.
- Trained and experienced in the specialized area of mediation being mentored (i.e. Family Law, VOM, Workplace, etc.)
- Proficient in his or her craft.
- > Adheres to WMA Model Standards of Conduct for Mediators.
- 24 hours minimum additional continuing education hours (exclusive of Family Training and VOM Training).
- Additional qualities beneficial for a mentor mediation practitioner to possess and utilize are:
 - Ability to create a positive mentor relationship.
 - Ability to give and receive constructive feedback.
 - Flexibility to work with a variety of different mediator styles, skill levels, and personalities.
 - o Patience.

<u>Practicum</u>: The program an intern completes to become a certified mediator practitioner. The practicum involves additional training, observing and co-mediating cases.

Trainee: A person who has completed Basic Mediation Training.



SIX RIVERS DISPUTE RESOLUTION CENTER

EMPLOYEE HANDBOOK

Our Mission To provide community based dispute resolution services, research into appropriate dispute resolution processes and education to advance the use of appropriate dispute resolution processes.

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Welcome to Six Rivers!

On behalf of your colleagues, I welcome you and wish you every success here.

We believe that each employee contributes directly to our growth and success, and we hope you will take pride in being a member of our team.

This handbook outlines the policies, programs, and benefits available to eligible employees. It also describes some of the expectations we have of our employees. The employee handbook will answer many questions about employment with Six Rivers Dispute Resolution Center (Six Rivers) so you should familiarize yourself with the contents of the employee handbook as soon as possible.

We hope that your experience here will be challenging, enjoyable, and rewarding. Again, welcome!

Who we are

I. What We Do

Six Rivers provides mediation and facilitation services in neighborhood, family, workplace, community and other settings. We also provide basic and advanced mediation training as well as facilitation and conflict resolution training and education throughout our community. We are the Oregon Certified provider of Mediation for the US Department of Agriculture. We strive to engage professional as well as volunteer mediators to

II. Our Facilities and Locations

Our main office is located ______. We have a volunteer training room at our main location where volunteers spend 3 hours/week learning and practicing their mediation skills for a year. We also have meeting spaces at each location for conducting mediations.

III. The History of Six Rivers

Six Rivers was incorporated as a non-profit. It was run almost entirely by volunteers with very little funding for the first 5 years. In the early 2000's Wasco and Sherman Counties, and the City of The Dalles, provided financial support. Six Rivers applied for State start up funding, and we were able to hire staff.

IV. Our Organizational Structure

Six Rivers began as a 501c3 non-profit organization housed within the Four Rivers Community Corporation; we had a volunteer Board of Directors which also served as the Executive Committee of the MCCOG Board. The Board focused on policy, resource development and oversight of the Director. The Director also provided day to day support to all of our programs and mediated cases alongside the volunteers for the first 5 years. In 2005, Six Rivers joined Resolution Washington, as a Dispute Resolution Center under RCW 7.75 in Washington. Funding through ResWa, allowed Six Rivers to hire a part-time Mediation Coordinator. The Mediation Coordinator worked directly with volunteers, conducted intake and scheduling of mediations. In 2010, a contract change in the Oregon Housing and Community Services contract required an increase in Liability Insurance for all DRC's in Oregon. This insurance was estimated to cost Four Rivers Community Corporation \$10,000 annually. The Mid-Columbia Council of Governments made the decision to move Six Rivers under the "fiscal umbrella of MCCOG, to allow insurance coverage to extend to the mediation program. Also in 2010, Six Rivers applied to become the Oregon Certified USDA Mediation provider. The Certification gualified us to receive a federal grant to provide mediation with all USDA federal agency related issues throughout the State of Oregon.

In 2013, Six Rivers Director position is a .9FTE and a .5FTE Mediation Coordinator. We also have a pool of 5-10 volunteer mediators who are the backbone of our organization. Without volunteers, we simply could not provide the services that we do. Finally, we have an Advisory Committee which meets periodically to help the organization think about current and future programmatic growth and development.

In the second half of 2013, MCCOG's financial situation changed and the in-kind relationship that had been in effect since founding was no longer fiscally possible. The overhead expense newly required of Six Rivers was beyond what the budget would functionally allow. The services of Six Rivers had grown beyond the scope of the regional Council of Governments. The

Program Director, Mediation Advisory Committee and Executive Director of MCCOG agreed to transition Six Rivers out of the agency to allow the formation of an independent 501c3.

V. Our Philosophy

SIX RIVERS believes that most community conflicts can be handled most effectively when they are dealt with early and by the parties directly involved in the situation. Open and honest dialogue is strongly encouraged with clarity and understanding as a goal. Focus on the future and how to repair the harms done is important and is essential to creating lasting solutions.

VI. Our Guiding Principles and Values:

- SIX RIVERS supports the following guiding principles as it strives to maintain an open, honest, supportive and fun workplace environment:
- High performance based on personal commitment and interest
- Pride in work quality and public presentation of SIX RIVER's work
- Recognition that all pieces make the whole and without one piece the whole doesn't exist
- Recognition of the need for contributing employees who are motivated, skilled and aware of self and organizational strengths, weaknesses and challenges
- Trust in and support for decisions even if you disagree
- Commitment to work together rather than in isolation or in fear of criticism
- Acknowledgement that organizational good may supersede personal needs

About this handbook

Six Rivers values a collaborative working environment which is safe for and supportive and respectful of its employees, volunteers and clients and utilizes resources in a way that reflects good stewardship of the environment. This handbook of personnel policies and procedures is provided to every employee as a matter of information. The policies and procedures described herein are **not** to be considered conditions of employment. Six Rivers reserves the right to change any or all of these policies and procedures at any time.

You should read, understand, and comply with all provisions of the handbook. The handbook describes many of your responsibilities as an employee and outlines the programs we have developed to benefit our employees. One of our objectives at Six Rivers is to provide a work environment that is conducive to both personal and professional growth.

No employee handbook can anticipate every circumstance or question about every one of our policies. To preserve the ability to meet organizational needs under changing conditions, Six Rivers may modify, augment, delete or revoke any and all policies, procedures, practices, and statements contained in this manual at any time without notice. Such changes shall be effective immediately upon approval by the Board and/or the Executive Director unless otherwise stated.

The only exception is that our employment-at-will policy will not be changed or cancelled. The employment-at-will policy permits you or Six Rivers to end the employment relationship at any time for any reason.

At-Will Employment & Contract Disclaimer

This handbook is not intended to create, nor is it to be construed as a contract of employment. The employment relationship between each employee and Six Rivers is at will. Each employee is free to terminate his or her employment with Six Rivers at any time, with or without reason. Likewise, Six Rivers has the right to terminate any employee, or otherwise discipline, transfer, or demote any employee at any time, with or without reason, at the discretion of Six Rivers. No employee of Six Rivers can enter into an employment contract for a specified period of time, or make any agreement contrary to this policy without the written approval from the Executive Director with approval from the Board of Directors.

In order to retain necessary flexibility in the administration of policies and procedures, we reserve the right to change, revise, or eliminate any of the policies and/or benefits described in this handbook, except for the policy of employment-at-will. The only recognized deviations from the policies in this handbook must be authorized and signed by the Executive Director of Six Rivers.

Employment

Employee Relations

We believe that the work conditions, wages, and benefits we offer to Six Rivers employees are competitive with those offered by other employers in this area and within similar non-profits. We have an ongoing commitment to providing employees with a living wage. If you have concerns about work conditions or compensation, you are strongly encouraged to voice these concerns openly and directly to your supervisor.

Our experience has shown that when employees deal openly and directly with each other and with management, the work environment can be excellent, communications clear, and attitudes positive. We believe that Six Rivers amply demonstrates its commitment to employees by responding effectively to employee concerns.

Equal Employment Opportunity

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at Six Rivers are based on merit, qualifications, and abilities. Six Rivers does not discriminate in employment opportunities or practices on the basis of race, color, religion, sex, national origin, age, disability, or any other characteristic protected by law.

We will make reasonable accommodations for qualified individuals with known disabilities that affect the performance of job functions unless doing so would result in an undue hardship. We make employment decisions based on the merits of the situation in accordance with defined criteria, not the disability of the individual.

This policy covers all aspects of employment, including recruiting and hiring, job assignment, transfers, layoffs, return from layoffs, promotion, compensation, discipline, termination, and access to benefits and training.

In fulfilling this commitment, Six Rivers will:

- 1. provide equal opportunity by removing barriers to participation and progression in all programs so that all people have the opportunity to fully contribute
- 2. promote clear and accountable educational policies and practices to engender trust between staff, mentors and volunteers
- 3. enhance the quality of staff's professional growth through the provision of culturally, socially and gender inclusive education in areas such as curricula, teaching methods, assessment and review provisions, as needed
- 4. ensure that staff are aware of their rights and their responsibilities within Resolutions Northwest
- 5. foster a culture which values and responds to the rich diversity of its staff

Six Rivers is an equal opportunity employer and will not discriminate against any protected class.

The VISION of this statement is to be recognized as a community mediation organization which

utilizes a diverse population of staff and volunteers to advance the mission of the organization.

The MISSION of this statement is to broaden and strengthen the alternative conflict resolution climate by committing to equal opportunity as a means to neutralize the inequalities created by long-standing, systemic discrimination.

The GOAL of this statement is to create an environment of inclusiveness in which all members of the Six Rivers community have an opportunity to achieve their highest potential without fear of prejudice or bias.

To support this goal, Six Rivers will demonstrate a strong commitment to attract, retain, and support a diverse staff and volunteer base by:

- 1. providing leadership in organizing, managing, and administering an action plan for increasing diversity
- 2. broadening staff and volunteer recruitment
 - a. expand announcement of yearly volunteer training
- 3. increasing staff and volunteer retention
 - a. provide effective monitoring
 - b. encourage professional development
- 4. improving and expanding climate within the organization
 - a. provide opportunities for staff and volunteers to discuss concerns regarding diversity issues

If you have a question or concern about any apparent or suspected incident of discrimination in the workplace, you must report it immediately to the Executive Director. At Six Rivers, be assured that you can raise concerns and make reports without fear of reprisal. Further, anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

Employee Eligibility Compliance

Six Rivers is committed to employing only United States citizens and individuals who are legally authorized to work in the United States. We also do not unlawfully discriminate on the basis of citizenship or national origin.

In order for us to comply with the Immigration Reform and Control Act of 1986, all new employees, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and provide documentation that establishes their identity and eligibility for employment. Former employees who are subsequently rehired must also complete an I-9 and provide appropriate documentation if 1) they have not completed an I-9 with RNW within the past three years, or 2) their previous I-9 is no longer valid or was not retained.

If you have questions or want more information on immigration law issues, you are encouraged to contact the Executive Director. At Six Rivers you can raise questions or complaints about immigration law compliance without fear of reprisal.

Employment Reference Checks

To help select the best person for the job, Six Rivers checks the employment references of job candidates.

Additionally, the Executive Director will respond to all reference check inquiries from other employers. We will confirm only employment dates, salary information, and the positions held. If an employee chooses to have his/her supervisor provide a more in depth reference s/he must sign an Authorization to Provide Full Reference form in advance of the supervisor being called for a reference.

Outside Employment

In order to ensure that we are fulfilling our contractual and service obligations to the community Six Rivers considers an employee's position with the organization as the primary work responsibility. Should a second position interfere with an employee's work with Six Rivers, the employee is expected to make adjustments to ensure s/he can meet the job expectations of Six Rivers.

Business Ethics and Conduct

The successful business operation and reputation of Six Rivers is built upon the principles of fair dealing and ethical conduct of our employees. Our reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable laws and regulations, as well as a scrupulous regard for the highest standards of conduct and personal integrity.

Our continued success is dependent upon our clients' trust and we are dedicated to preserving that trust. Employees owe a duty to Six Rivers, our clients, and stakeholders to act in ways that will merit the continued trust and confidence of the public.

As an organization, Six Rivers will comply with all applicable laws and regulations and we expect our directors, officers, and employees to conduct business in accordance with the letter, spirit, and intent of all relevant laws and to refrain from any illegal, dishonest, or unethical conduct.

In general, you should find that using good judgment, based on high ethical principles, will guide you to act appropriately. If you are unsure about the proper course of action, you should discuss the matter openly with your supervisor and contact the Executive Director for advice and consultation.

It is the responsibility of every Six Rivers employee to comply with our policy of business ethics and conduct. Disregarding or failing to comply with this standard of business ethics and conduct could lead to disciplinary action, up to and including possible termination of employment.

Personal Relationships in the Workplace

The employment of relatives or individuals involved in a dating relationship in the same area of an organization may cause serious conflicts and problems with favoritism and employee morale. In addition to claims of partiality in treatment at work, personal conflicts from outside the work

environment can be carried over into day-to-day working relationships.

For purposes of this policy, a relative is defined as any person who is related to you by blood or marriage, or whose relationship with you is similar to that of a relative. A dating relationship is defined as a relationship that may be reasonably expected to lead to the formation of a consensual "romantic" or sexual relationship. This policy applies to all employees regardless of their gender or sexual orientation.

You may not occupy a position that works directly for or supervises a relative. You may not be involved in a dating relationship with an employee who either works directly for you or supervises you.

If there a situation where a conflict or the potential for conflict arises because of the relationship between employees, even if there is no line of authority or reporting involved, the employees may be separated by reassignment or terminated from employment.

Confidentiality

We understand and respect that clients bring sensitive issues to us. It is our highest value that we maintain client confidentiality. As a result of your employment by Six Rivers, you may be the recipient of information which, in itself or by implication, is confidential or sensitive. You are not to reveal such information, except in accordance with Oregon Law, Chapter 419.567, Court Rules and Juvenile Justice Division Policy. You must follow confidentiality requirements set forth in ORS 36.220 – 36.238. RCW 7.07 and the Uniform Mediation Act as applicable. You must maintain reasonable expectations of the participants with regard to confidentiality, except where confidentiality or disclosure is required by law. Please see the Director of Mediation Services or the Executive Director if you have questions regarding confidentiality before making any disclosures. You are responsible for the reasonable safekeeping of such information, documents, and materials in the facility and in the manner approved by Six Rivers for the handling of such information, documents, and materials so as to prevent their disclosure to unauthorized persons. Case files must never leave Six Rivers' offices.

After termination of employment, including full-time, part-time or temporary positions, you are not to disclose to anyone any confidential information or materials of any kind obtained as a result of your employment by Six Rivers.

Failure to comply with Six River's confidentiality policies may result in disciplinary action, including termination.

Conflicts of Interest

Six Rivers has the responsibility to ensure that all employees engage in activities that are consistent with Six River's mission and values in delivering programs and services. At the same time, Six Rivers recognizes that personal growth is essential to keeping employees creatively engaged and interested in long term employment and that employees may need to supplement their Six Rivers income. Six Rivers also recognizes that conflicts of interest occur on a continuum and when considering a potential conflict of interest Six Rivers intends to be thoughtful about protecting its needs while also balancing and honoring staff's personal and professional goals.

A conflict of interest occurs when personal and professional interests are at odds, or appear to be at odds, with the best interests of Six Rivers.

All employees must perform their job duties to the best of their ability. In situations in which Six Rivers employees are engaged in activities that could constitute a conflict of interest, the employee has the responsibility of full disclosure to Six Rivers and Six Rivers has the responsibility to review each situation and determine whether a conflict exists. An employee should notify the ED of any potential COI in writing. The ED will discuss the request with the employee and his/her supervisor. The ED will then review all the information gather additional information when necessary and provide a written determination to the employee and his/her supervisor within 1 week of the initial written notification. An employee may appeal the ED's decision by making a written appeal to the Executive Committee of the Board of Directors. The Executive Committee shall review the appeal and issue its decision within 2 weeks of receipt of the written appeal.

Considerations for evaluating a potential COI may include but are not limited to:

- Did the activity arise out of a Six Rivers event?
- Is the activity scheduled to be done during the employee's normal working hours?
- Does Six Rivers currently conduct similar activities?
- Does Six Rivers currently serve the population/audience to be served by the proposed activity?
- Has Six Rivers been intentionally exploring growth in the area of the activity in the foreseeable future?
- Is there potential for co-sponsorship of the activity?
- Are the skills necessary for performing the activity skills which the employee brought to the organization and separate from personal or professional growth opportunities supported by Six Rivers?
- Is the activity so close to the work of Six Rivers and its mission that constituents would perceive a COI with the employee's work at Six Rivers?

In situations where an activity is determined to be conflicting with the interests of Six Rivers, the employee will be asked to refrain from the activity. Further non-compliance may result in disciplinary action, including termination of employment.

Situations that are considered a conflict of interest include:

When an employee uses his/her position in connection with any clients, family members of clients, vendors, contractors, or co-workers to gain favors or other personal considerations. When an employee is engaged in other outside employment, employees must make sure that any outside employment or services do not interfere with or disrupt the performance of their job duties with Six Rivers. Outside business activities should be conducted off Six Rivers' premises, and Six Rivers' equipment, facilities, and supplies may not be used for outside employment or services without written approval from the Executive Director.

Acceptance of gifts over \$25 related to the performance of an employee's Six Rivers' job duties. Any gift or personal favor with an approximate value of more than \$25 received or given by an employee must be disclosed to the Executive Director as soon as is practicable.

Employees have a duty of loyalty to the organization and may not use any confidential information, including that of clients, donors or other constituents, or compete with the organization for personal gain.

Non-Disclosure

It is vital to the interests and success of Six Rivers that we protect confidential business information. Confidential information includes, but is not limited to, the following examples:

- compensation data
- client and donor lists
- client preferences
- financial information not represented in our 990's
- pending projects and proposals
- proprietary production processes

You may be asked to sign a non-disclosure agreement as a condition of your employment.

Because we consider security breaches very serious, if you improperly use or disclose trade secrets or confidential business information, you may be subject to disciplinary action, up to and including termination of employment and legal action, even if you do not actually benefit from the disclosed information.

Employment Status & Records

Employment Classifications

Understanding the definitions of the employment classifications at Six Rivers is important because your classification is one of the factors that determine your employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. Since employment with Six Rivers is based on mutual consent, either you or Six Rivers have the right to terminate the employment relationship at will at any time, with or without cause or advance notice.

Depending on your position, you are designated as either *non-exempt* or *exempt* from federal and state wage and hour laws. **Non-exempt** employees are paid on an agreed upon hourly rate for the first 40 hours of work performed in a work week. For hours worked in excess of 40 in any work week, a non-exempt employee is paid 1 ½ times the regular hourly rate. **Exempt** employees are paid on a salary basis and are not entitled to receive over-time pay, regardless of the number of hours worked in a given workweek. They are excluded from specific provisions of federal and state wage and hour laws. Your exempt or non-exempt classification may be changed only with written notification by Executive Director.

In addition to the Exempt and Nonexempt categories, you also belong to one of the following employment categories:

REGULAR FULL-TIME employees are employees who are not in a temporary or introductory status AND who are regularly scheduled to work the full-time schedule at Six Rivers. Generally, regular full-time employees are eligible for all Six Rivers benefit programs, subject to the terms, conditions, and limitations of each benefit program.

REGULAR PART-TIME employees are employees who are not in a temporary or introductory status AND who are regularly scheduled to work less than the full-time work schedule, but at least 20 hours per week. Regular part-time employees are eligible for some Six Rivers benefit programs, subject to the terms, conditions, and limitations of each benefit program.

PART-TIME employees are employees who are not in a temporary or introductory status AND who are regularly scheduled to work less than 20 hours per week. While part-time employees receive all legally mandated benefits (such as Social Security and workers' compensation insurance), they are ineligible for the other Six Rivers benefit programs.

TEMPORARY employees are employees who are hired as interim replacements or to assist in the completion of a specific project. Employment assignments in this category are of a limited duration. Employment beyond the initially stated period does not in any way imply a change in employment status. Temporary employees retain that status unless and until they are a notified of a change. While temporary employees receive all legally mandated benefits (such as Social Security and workers' compensation insurance), they are ineligible for all other Six Rivers benefit programs.

Access to Personnel Files

Six Rivers maintains a personnel file on each employee that includes the job application and related hiring documents, training records, performance documentation, salary history, and other employment records.

Personnel files are the property of Six Rivers. Because this information is highly confidential and we respect your privacy, only persons with a legitimate business reason will be allowed access to personnel files.

If you wish to see your personnel file, contact the Executive Director. With reasonable advance notice, you may review your own personnel file in our offices and in the presence of a person authorized by Six Rivers.

Personnel Data Changes

To help us keep records and benefit program information accurate, please notify Six Rivers of any changes to your personal information. The information we need includes your mailing address, telephone numbers, marital status, changes to your dependents' information, who to contact in case of an emergency, educational accomplishments, and other possibly relevant information. To make personal information changes, or if you have questions about what information is required, contact the Executive Director.

Performance Evaluation

The best communications about job performance happen on an informal, day-to-day basis. You and your supervisor are strongly encouraged to talk about performance regularly. Six Rivers wants to ensure that you and your supervisor have scheduled formal performance evaluations. These discussions give both of you the opportunity to discuss job responsibilities and goals, encourage and recognize strengths, identify and correct any weaknesses, develop plans for dealing with any obstacles, and plan for the future.

Performance evaluations are scheduled annually, generally coinciding with the anniversary of the employee's original hire date.

The Executive Director shall be evaluated by the Board of Directors. All other employees shall be evaluated by their direct supervisor. Evaluations shall be in writing and will be shared with the employee. Employees may respond to any part of or all of the evaluation in writing. The evaluation and employee's response shall be made a permanent part of employee's personnel record.

Job Descriptions

Six Rivers makes every effort to create and maintain accurate job descriptions for all positions within the organization. Each description includes sections for job information; a job summary

(giving a general overview of the job's purpose); essential duties and responsibilities; supervisory responsibilities; qualifications (including education and/or experience, language skills, mathematical skills, reasoning ability, and any certification required); physical demands; and work environment.

We use the job descriptions to help new employees understand their job duties and to set standards for employee performance evaluations. Job descriptions are also used to identify the requirements of each position, establish hiring criteria, and establish a basis for making reasonable accommodations for individuals with disabilities.

The Executive Director prepares job descriptions when new positions are created. Existing job descriptions are also reviewed and revised in order to ensure that they are up to date. Job descriptions may also be rewritten periodically to reflect any changes in the position's duties and responsibilities.

We would like you to remember that job descriptions do not necessarily cover every task or duty that you might be assigned, and that additional responsibilities may be assigned as necessary. You can contact the Executive Director if you have any questions or concerns about your job description.

Employee Benefit Program

Employee Benefits

Six Rivers provides a wide range of benefit programs to eligible employees. Certain legally required programs (such as Social Security, workers' compensation, state disability, and unemployment insurance) cover all employees in the manner required by the laws.

Your eligibility for each benefit program depends on a variety of factors. To better understand exactly which benefit programs you are eligible for, talk to your supervisor. You will find details about many of these programs elsewhere in the employee handbook.

Benefits Continuation

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) is for employers who employ 20 or more employees in a 12 month period. Oregon State Continuation Coverage is for employers who employ 19 or less employees in a 12 month period. At this time Six Rivers does not offer health insurance coverage.

Holidays

Six Rivers gives holiday time off to all regular full-time and regular part-time employees on the following holidays:

- New Year's Day (January 1)
- Martin Luther King, Jr. Day (third Monday in January)*
- Presidents' Day (third Monday in February)*

- Memorial Day (last Monday in May)
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Veterans' Day (November 11)*
- Thanksgiving (fourth Thursday in November)
- Day after Thanksgiving
- Christmas (December 25)
- 2 personal days

<u>*Floating holidays</u>: employees may elect to work on one of the above Six Rivers holidays and take another day in lieu of this scheduled holiday with prior approval from his/her direct supervisor.

We provide holiday time off with pay to eligible employees immediately upon assignment to an eligible employment classification. If you are eligible for paid holidays, your holiday pay will be calculated on your straight-time pay rate as of that holiday multiplied by the number of hours you would normally have worked on that day.

A recognized holiday that falls on a Saturday will be observed on the preceding Friday. A recognized holiday that falls on a Sunday will be observed on the following Monday.

If eligible nonexempt employees work on a recognized holiday, the employees will receive holiday pay plus wages at one and one-half times their straight-time rate for the hours worked on the holiday.

Paid time off for holidays will not be counted as hours worked for the purposes of determining overtime.

Holiday hours must be used during the benefit year in which they occur. Any unused accrued holiday hours at an employee's termination will not be paid.

Workers' Compensation Insurance

Six Rivers provides a comprehensive workers' compensation insurance program to our employees. The workers' compensation program covers injuries or illnesses sustained in the course of employment that require medical, surgical, or hospital treatment. Subject to the applicable legal requirements, this program provides benefits after a short waiting period or, in the event of hospitalization, immediately.

It is critical that you inform your supervisor immediately about any work-related injury or illness, regardless of how minor it might appear at the time. Immediate reporting ensures that, if eligible, you will qualify for workers' compensation benefits as quickly as possible and also lets us investigate the matter promptly.

Workers' compensation is intended to cover only work-related injuries and illnesses. Because of this, neither Six Rivers nor our insurance carrier will be liable for the payment of workers' compensation benefits for injuries that might occur during employees' voluntary participation in off-duty recreational, social, or athletic activities that we may sponsor.

Vacation Benefits

Six Rivers offers vacation time off with pay to regular full-time and regular part-time eligible employees for rest, relaxation, and personal pursuits.

The length of eligible service is calculated on the basis of a "benefit year." A "benefit year" is defined as the 12-month year. Your benefit year may be extended for any significant leave of absence except military leave of absence. (Military leave has no effect on the benefit year calculation.) See the leave of absence policies in this handbook for more information.

Once you enter an eligible employment classification, you begin to earn paid vacation time according to the schedule below.

You may use vacation time in minimum increments of one-half day.

Employees must request vacation time in advance. Request should be made to the Executive Director. If approved, the employee is responsible for logging his/her days off on the shared staff vacation calendar.

Vacation time off is paid at your base pay rate at the time of the vacation. It does not include overtime or any special forms of compensation such as incentives, commissions, bonuses, or shift differentials.

Full-time employees (those scheduled to work 40 hours per week) accrue 10 hours of paid vacation per month. After 3 full years of employment, full time employees will be entitled to accrue 13.33 hours of paid vacation time off each month. After 6 full years of employment, full time employees will be entitled to accrue 16.66 hours of paid vacation time each month. There is a cap of 200 vacation hours. When an employee accrues 200 hours of vacation time, s/he will cease to earn any additional hours until s/he falls below the 200 hour cap.

If your employment terminates, you will be paid for any unused vacation time that has been earned through your last day of work.

Paid Vacation for Full-Time Employees

Years at Six Rivers	Accrued Hours/Month
<4	10
4-6	13.33
7	16.66

Part-time employees (those scheduled to work less than 40 but more than 19 hours per week) accrue pro-rated vacation based on 10 hours per month. The chart below indicates the rate at which employees will accrue vacation. For example, part time employees working for Six Rivers less than 4 years at .5 - .74 F.T.E. will earn 5 hours/month of paid vacation.

Years at Six Rivers	F.T.E.	Accrued Hours/Month
<4	.574	5
	.7599	7.5
4-6	.574	6.66
	.7599	9.99
7	.574	8.16
	.7599	12.25

Paid Vacation for Part Time Employees

If your employment terminates, you will be paid for any unused vacation time that has been earned through your last day of work.

Sick Leave Benefits

Six Rivers provides paid sick leave benefits to eligible employees for periods of temporary absence due to illnesses or injuries. Regular full-time and regular part-time employees are eligible for sick leave which accrues monthly from the date of your employment.

You will accrue sick leave benefits at the rate of 12 days per year (1 day for every full month of service). Sick leave benefits are calculated on the basis of a "benefit year." This is the 12-month period that begins when you start earning sick leave.

Paid sick leave can be used in minimum increments of one-half day. You may only use sick leave benefits for an absence due to your own illness or injury.

If you are unable to report to work due to illness or injury, you should notify your supervisor before the scheduled start of your workday if possible. Your supervisor must also be contacted on each additional day of absence.

If you are absent for three or more consecutive days due to illness or injury, a physician's statement must be provided verifying the disability and its beginning and expected ending dates. The same verification may be requested for other sick leave absences as well and may be required as a condition of receiving sick leave benefits. Before returning to work from a sick leave absence of 20 calendar days or more, you must provide a physician's verification that you may safely return to work.

Sick leave benefits will be calculated based on your base pay rate at the time of the absence and will not include any special forms of compensation, such as incentives, commissions, bonuses, or shift differentials.

All full-time employees will accrue 8 hours of sick leave each month.

Paid Sick Leave for Full-Time Employees

Employees who work less than 40 but more than 19 hours/week will accrue sick leave on a prorated basis each month.

Paid Sick Leave for Part-Time Employees

Years at Six Rivers	F.T.E.	Hours/Month
n/a	.5	4
	.75	6

Accrued sick leave may be carried over from year to year.

Sick leave benefits are intended solely to provide income protection in the event of illness or injury, and may not be used for any other absence. You will not be paid for unused sick leave benefits either while you are employed or upon termination of employment.

Professional Development Assistance Policy

Six Rivers promotes and supports professional development for all of its employees to augment skills, remove barriers, and build personal and professional leadership abilities. Staff members are encouraged to take advantage of professional development opportunities and to work with colleagues to translate new knowledge and skills into more effective practices in furtherance of Six Rivers' mission.

To assist employees with those goals, Six Rivers will offer employees limited reimbursement for pre-approved expenses incurred for continuing education purposes. The allocation of such funds, and the participation of employees in continuing education activities, will be governed by the following provisions.

- All Six Rivers employees are eligible to participate in approved continuing education activities consistent with this policy.
- The allocation of professional development funds will depend on the overall budget and economic circumstances of Six Rivers. If funds are available, Six Rivers will allocate a uniform amount of money to each employee for expenses for an approved continuing education activity. Participating full-time employees (*i.e.*, FTE employees with a normal 40-hour work week) will receive the full allotment. Participating part-time employees will receive an allotment proportionate to their normal work week hours (*i.e.*, a 20-hour per week participating employee will receive one-half the FTE amount). Six Rivers assumes no responsibility for any expenses that exceed the allocated amount.
- Unused professional development funds do not carry over from year to year.
- Participation in covered continuing education programs is subject to the Executive Director's approval in writing.
- Consideration of requests will be based on the employee's current workload, office coverage, and whether participation will meet employee's professional annual goals. Generally described, the kinds of job-related continuing education activities contemplated by this policy would include: attendance at workshops, conferences or registration in higher education

courses, individual memberships in professional organizations, acquisition of relevant software, books, newspapers, magazines, journals or other publications.

From time to time, management may ask employees to attend programspecific workshops and/or other events to ensure that the organization attains its highest capacity to develop relationships and implement activities and high quality programs. These mandatory professional development opportunities are separate from employees' annual professional development requests. Funds for these mandatory activities do not come out of the employee's annual professional development funds.

Salaries & Wages

Salary Administration

The salary administration program at Six Rivers was created to achieve consistent pay practices, comply with federal and state laws, mirror our commitment to Equal Employment Opportunity, and offer competitive salaries within our labor market. Because we believe that recruiting and retaining talented employees is critical to our success, we are committed to paying our employees equitable wages that reflect the requirements and responsibilities of their positions and are comparable to the pay received by similarly situated employees in other non-profit mediation organizations.

Compensation for every position is determined by several factors including job analysis and evaluation, the essential duties and responsibilities of the job, and salary survey data on pay practices of other employers. We periodically review our salary administration program, in comparison to Dispute Resolution Programs throughout Oregon, Washington and Nationally. The Board of Directors and the Executive Director will work together to restructure it as necessary.

The Executive Director is also available to answer questions about Six Rivers salary administration program.

Paydays

All employees are paid monthly on the last working day of the month. Each paycheck includes earnings for all work performed through the end of the previous payroll period.

If a regularly scheduled payday falls on a day off, such as a weekend or holiday, you will be paid on the last work day before the regularly scheduled payday.

If you are going to be on vacation on a payday, your paycheck will be available upon your return.

Pay Advances

In the event of a personal emergency, Six Rivers will consider an employee's request for a pay advance. We will consider each request individually, but do not guarantee that it will be granted. To request a pay advance, submit a written request explaining the emergency to your supervisor.

Direct Deposits

We also offer the option of having your pay directly deposited into your bank account once you provide us with the required authorization. When you select direct deposit, you receive an itemized statement of wages on paydays instead of a paycheck.

Pay Deductions

Six Rivers is legally required to make certain deductions from every employee's compensation. Among these deductions are federal, state, and local taxes as appropriate.

Six Rivers offers programs and benefits to eligible employees beyond those required by law. You may voluntarily authorize deductions from your paycheck to cover your portion of the cost of these programs.

If you have questions concerning why a deduction was made from your paycheck or how your paycheck is calculated, consult your supervisor.

Overtime

There may be times when Six Rivers cannot meet its operating requirements or other needs during regular working hours. If this happens, we may give employees the opportunity to volunteer for overtime work assignments.

It is our policy that no overtime can be worked without the approval and authorization of the Executive Director. We try to distribute overtime assignments fairly among all employees who are qualified to perform the required work.

All nonexempt employees will be paid one and one half times the regular rate of pay for all hours worked in excess of 40 in one work week. Because overtime pay is based on actual hours worked, time off for sick leave, vacation, and other paid or unpaid leaves of absence is not considered hours worked for the purpose of calculating overtime pay.

If you work overtime without receiving prior authorization, you may be subject to disciplinary action, up to and including possible termination of employment.

Timekeeping

Nonexempt employees are responsible for accurately recording the hours they work. This information also helps Six Rivers comply with the laws that require us to keep accurate records

of "time worked" in order to correctly calculate employee pay and benefits. "Time worked" is defined as all the time nonexempt staff spend performing assigned duties.

If you are a nonexempt employee, you must accurately record the time you worked each day, time off as well as sign an acknowledgment of breaks and meal periods taken. Advance approval is required before working any overtime hours.

We consider attempts to falsify timekeeping records a very serious matter. Therefore, any of the following actions may result in disciplinary action, up to and including termination: altering, falsifying, tampering with time records, or recording another employee's hours.

If you are a nonexempt employee, you should not start working more than 10 minutes before your scheduled starting time. You should also not continue working more than 10 minutes after your scheduled ending time. The only time you can start earlier or work later is with prior authorization from the Executive Director.

You are also responsible for signing your time records to certify their accuracy. Your supervisor will review and initial the time records before submitting for payroll processing. In addition, if corrections or revisions are made to the time record, both the employee and supervisor must initial the changes on the time record as being accurate.

Exempt employees are asked to track their hours by activity for administrative purposes including accurate tracking of vacation, holiday and sick hours.

Administrative Pay Corrections

Six Rivers takes all reasonable steps to ensure that you receive the correct amount of pay in each paycheck and that you are paid on the scheduled payday.

In the unlikely event that there is an error in the amount of pay you receive, you should promptly advise the Executive Director so that the discrepancy can be corrected as quickly as possible.

Work Conditions & Hours

Safety

We provide information to employees about workplace safety and health issues through regular internal communication channels. These may include supervisor-employee meetings, bulletin board postings, memos, or other written communications.

You are expected to obey all safety rules and use caution in your work activities. You must immediately report any unsafe condition to the appropriate supervisor. If you violate Six Rivers safety standards, cause a hazardous or dangerous situation, or fail to report or, where appropriate, remedy such situations, you may be subject to disciplinary action, up to and including termination of employment.

In the case of an accident that results in an injury, regardless of how insignificant the injury may appear, you should immediately notify the Executive Director or the appropriate supervisor. Prompt reporting can ensure legal compliance and quick initiation of insurance and worker's

compensation benefits procedures.

Workplace Violence Prevention

The safety and security of all employees is of primary importance to Six Rivers. We have adopted the following guidelines to deal with intimidation, harassment, or other threats of (or actual) violence that might occur during business hours or on our premises.

Threats, threatening and abusive behavior, or acts of violence against employees, visitors, clients, or other individuals by anyone on company property will not be tolerated. Violations of this policy will lead to corrective action up to, and including, termination and/or referral to appropriate law enforcement agencies. Six Rivers reserves the right to take any necessary legal action to protect its employees.

All employees, including supervisors and temporary employees, should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, "horseplay," or other conduct that may be dangerous to others. We prohibit firearms, weapons, and other dangerous or hazardous devices and substances on the premises of Six Rivers without proper authorization.

Six Rivers will not tolerate conduct that threatens, intimidates, or coerces another employee, a customer, or a member of the public at any time, including off-duty periods. This includes all acts of harassment, including harassment that is based on an individual's sex, race, age, or any characteristic protected by federal, state, or local law.

All employees are responsible for notifying management of any direct or indirect threats that they witness or receive or that they are told another person witnessed or received. Even without a specific threat, all employees should report any behavior they have witnessed that they regard potentially threatening or violent or which could endanger the health or safety of an employee when the behavior has been carried out on Six Rivers premises or is connected to Six Rivers employment or Six Rivers business. This includes threats by employees as well as threats by clients, vendors, solicitors or anyone else. Employees are responsible for making this report regardless of the relationship between the individual who initiated the threatening behavior and the person or persons being threatened. Six Rivers understands the sensitivity of the information and will make reasonable efforts to handle investigation and resolution of workplace violence or threats thereof confidentially.

If you are having a dispute or differences with another employee, we encourage you to discuss it with your supervisor or the Executive Director before the situation escalates into potential violence. Six Rivers is eager to assist in the resolution of employee disputes and we will not discipline an employee for raising these types of concerns.

Firearms & Weapons

The possession of firearms or other dangerous weapons by employees of Six Rivers in the workplace is not acceptable. Any employee found to possess such items at any Six Rivers workplace will be subject to immediate termination.

Drug and Alcohol Free Workplace

Six Rivers values a smoke, alcohol and drug free workplace. Six Rivers will not tolerate the possession, use, transfer, or sale of alcohol, illegal drugs, or drug paraphernalia Six Rivers premises or on Six Rivers business. Employees are prohibited from reporting to work when alcohol or drugs impair them, including prescription drugs which affect judgment, alertness, or motor skills. Employees are expected to ask their physicians whether prescription drugs may impair their work performance, and if so, they need to immediately notify his/her immediate supervisor. Employees selling, using, in possession or under the influence of either will be subject to disciplinary action, which may include immediate dismissal.

Prescription and Over-the-Counter Medications

An employee may maintain on the organizational premises prescription drugs and over-thecounter medication, provided:

- 1. The drugs have been legally prescribed for the employee's use and
- 2. The employee is taking the prescription drugs as prescribed.

Smoking

In keeping with Six Rivers' intent to provide a safe and healthful work environment, smoking is prohibited throughout the workplace.

Visitors in the Workplace

To better protect the safety and security of employees as well as Six Rivers property and facilities, only authorized visitors are allowed in the workplace. Restricting unauthorized visitors helps to maintain safety standards, safeguard employee and client welfare, protect equipment and confidential information against theft, and reduce potential distractions and disturbances.

Six Rivers endeavors to be family-oriented, yet wants to maintain an atmosphere of professionalism.

Work Schedules

Six Rivers serves the community and believes that our services should be accessible to meet community needs. The Six Rivers office is open most weekdays from 8 am to 5 pm, as well as on some evenings. Six Rivers employees are assigned work shifts that meet the service needs of the community. Work shifts may change from time to time based on the current needs of the organization. Occasionally, business conditions will require day shift employees to work in the evening or on weekends to ensure adequate coverage. When this occurs, coverage will be determined by the Executive Director.

Rest and Meal Periods

If you are a full-time nonexempt employee, you will be given 2 rest periods of 15 minutes in length each workday. To the extent possible, rest periods will be in the middle of work periods. Since this time is counted and paid as time worked, you must not be absent from your workstation beyond the allotted rest period time.

All full-time Non-exempt employees are provided with one meal period of 1 hour in length each workday. Supervisors will schedule meal periods to accommodate operating requirements. During meal periods, you will be relieved of all work responsibilities and restrictions and will not be compensated for that time.

Emergency Closings

There may be times when emergencies, such as inclement weather, fires, power failures, or natural or other disasters affecting the health and safety of Six Rivers' employees, may disrupt our normal business operations. In extreme cases, these circumstances may require that we close a work facility. The Executive Director is responsible for declaring that an event is sufficient to close or curtail Six Rivers operations or to allow workers to leave work early.

Partial Day Absences for non-exempt employees:

Late arrivals:

If the Executive Director declares an event, non-exempt employees attempt to get to work on time but are unavoidably delayed may arrive up to two hours late without penalty, regardless of their scheduled start time. If an employee arrives more than 2 hours late, the time beyond 2 hours will be charged to: leave w/o pay or accrued personal, holiday or vacation leave. Sick leave may not be used for this purpose.

Early departures:

The Executive Director may allow non-exempt employees who expect to encounter unusual difficulty getting home to leave early and charge the absence for the remainder of their work shift to leave w/o pay or accrued personal, holiday or vacation leave. Sick leave may not be used for this purpose.

Requests to adjust work hours:

Employees may, at the discretion of their supervisor, be allowed to adjust their work hours within the work week to make up for late arrivals and early departures that would otherwise be charged to their accrued personal, holiday or vacation leave, provided that no overtime is earned as a result of the adjustment.

Absences for exempt employees:

If the office closes, exempt employees will receive their regular pay. If the office is open and an exempt employee is unable to come to work, s/he may opt to work from home or use accrued floating holiday, vacation or personal leave to cover his/her absence. If the employee does not have any accrued vacation/holiday/personal leave and s/he does not work at home, his/her absence will be unpaid.

INCLEMENT WEATHER EVENT PROCEDURE:

The Executive Director or his/her designee will make the decision to close the office due to inclement weather by 8:00 AM. Although it is likely that Six Rivers will be closed if the city/county closes their offices, employees are expected to follow the appropriate procedure to confirm whether Six Rivers will be closed or open. (see below)

Procedure to confirm closure:

The Executive Director will send a group text message to all employees and volunteers affected by the office closure or event cancellation. Employees will be expected to monitor messages to ensure prompt actions and decisions that affect transportation and safety.

Employees with disabilities:

Employees who are disabled pursuant to ADA may require reasonable accommodations in order to get to work during periods of inclement weather or in the event of a natural disaster. Supervisors will meet with such employees to identify an appropriate manner in which Six Rivers may help the employee get to work. This meeting should take place during employee's orientation so that plans are created in advance of their needed execution.

Leaves of Absences

Medical Leave

Employees who sustain work-related injuries are eligible for a medical leave of absence for the period of disability in accordance with all applicable laws covering occupational disabilities.

Benefit accruals, such as vacation, sick, or holiday benefits, will be suspended during the leave and will resume upon return to active employment.

So that an employee's return to work can be properly scheduled, an employee on medical leave is requested to provide Six Rivers with at least two weeks advance notice of the date the employee intends to return to work. When a medical leave ends, the employee will be reinstated to the same position, if it is available, or to an equivalent position for which the employee is qualified.

If an employee fails to return to work on the agreed upon return date, Six Rivers will assume that the employee has resigned.

Military Leave

Six Rivers will grant a military leave of absence to employees who are absent from work because they are serving in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). You are required to give your supervisor advance notice of upcoming military service, unless military necessity prevents advance notice or it is otherwise impossible or unreasonable.

The military leave will be unpaid. However, you may use any available accrued paid time off, such as vacation or sick leave, for the absence.

Benefit accruals such as vacation, sick leave, and holiday benefits will continue during a military leave of absence.

Employees who are on military leave for up to 30 days must return to work on the first regularly scheduled work period after service ends (allowing for reasonable travel time). Employees who are on military leave beyond 30 days must apply for reinstatement in accordance with USERRA and all applicable state laws.

When you return from military leave (depending on the length of military service in accordance with USERRA), you will be placed either in the position you would have attained if you had remained continuously employed or in a comparable position. For the purpose of determining benefits that are based on length of service, you will be treated as if you had been continuously employed.

If you have questions about military leave, contact the Executive Director for more information.

Domestic Violence / Crime Victims / Survivors Leave

It is important to Six Rivers to protect employees who are victims/survivors by removing barriers to safety and reducing the likelihood of violence at work.

A leave of absence will be granted to employees of Six Rivers who are victims/survivors of domestic violence, sexual assault, or stalking to take reasonable, unpaid time off from work to pursue protective orders or to redress the impact of violence.

To be eligible, an employee must work for more than 25 hours a week for at least 180 days before taking leave. Vacation and sick time that is available may be used.

Leave is allowed for the following authorized purposes: seeking legal or law enforcement help; seeking medical attention; obtaining services from a crisis center; obtaining psychological counseling; relocating, or securing a current home.

A covered employee is eligible for leave if she or he: is a victim/survivor, or the parent or guardian of a victim, of domestic violence, sexual assault, or stalking.

Eligible employees should make requests for leave to their supervisors in advance when feasible and the employee must provide certification of eligibility. Certification can be: a copy of a police report; a protective order or other court evidence; documentation from an attorney, law enforcement officer, licensed health care or mental health professional; clergy member, or victim service provider.

The confidentiality of employees requesting leave for domestic violence will be protected. Any documents or records kept by Six Rivers related to the leave will be kept confidential. The fact that an employee has requested leave will be kept confidential.

Bereavement Leave

In the event that you need to take time off in the event of the death of an immediate family

member, Six Rivers provides bereavement leave. To request bereavement leave, see your supervisor.

We grant up to 3 days of paid bereavement leave to regular full-time and regular part-time eligible employees.

During paid bereavement leave, your pay will be calculated based on your pay rate at the time of absence, excluding any special forms of compensation, such as incentives, commissions, bonuses, or shift differentials.

We will normally grant bereavement leave unless there are unusual business needs or staffing requirements that prevent accommodating the request. You may also, with supervisory approval, use any available paid leave benefits, such as vacation, for additional time off as necessary.

The bereavement leave policy defines "immediate family" as parent, parent-in-law, sister, sisterin-law, brother, brother-in-law, grandparent, grandparent-in-law, grandchildren, spouse, domestic partner, children and those children related by marriage. Time off related to the death of a non-immediate family member will be granted at the discretion of Six Rivers. Bereavement leave does not accumulate or carry over from year to year.

There is no cash payout of bereavement leave upon termination of employment.

Jury Duty

Six Rivers encourages employees to fulfill their civic responsibility if called for jury duty. Employees should notify their direct supervisor as soon as possible after receipt of a summons to jury duty. Employees are expected to submit their jury duty reimbursement monies to Six Rivers in exchange for their normal wages for time spent on jury duty (excluding overtime). If not called for duty on any day during his/her service, the employee is expected to return to work for that day.

Either you or Six Rivers may request you be excused from jury duty if necessary. We may request that you be relieved from serving on jury duty if we believe that your absence would cause serious operational difficulties for Six Rivers.

You will be paid for 2 weeks of jury duty with the option to extend if jury duty requires you for a longer term. Your benefits will not be impacted by your participation in jury duty.

Employee Conduct & Disciplinary Action

Standards of Personal Behavior

Six Rivers strives to provide a respectful and safe working environment. Our expectation is that employees treat each other with the respect with which they'd like to be treated.

To ensure orderly operations and provide the best possible work environment, Six Rivers

expects employees to follow rules of conduct that will protect the interests and safety of all employees and the organization.

It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. The following are examples of infractions of rules of conduct that may result in disciplinary action, up to and including termination of employment:

- Theft or inappropriate removal or possession of property
- Working under the influence of alcohol or illegal drugs
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty, or while operating employer-owned vehicles or equipment
- Fighting or threatening violence in the workplace
- Boisterous or disruptive activity in the workplace
- Negligence or improper conduct leading to damage of employer-owned or customerowned property
- Insubordination or other disrespectful conduct
- Violation of safety or health rules
- Smoking in prohibited areas
- Sexual or other unlawful or unwelcome harassment
- Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace
- Excessive absenteeism or any absence without notice
- Unauthorized absence from work station during the workday
- Unauthorized use of telephones, mail system, or other employer-owned equipment
- Unauthorized disclosure of business "secrets" or confidential information
- Violation of personnel policies
- Unsatisfactory performance or conduct
- Failure to observe and avoid conflicts of interest (as noted on pages 8-9)

Employment with Six Rivers is at the mutual consent of Six Rivers and the employee, and either party may terminate that relationship at any time, with or without cause, and with or without advance notice.

Sexual and Other Unlawful Harassment

Six Rivers values a safe working environment for its employees. Six Rivers's policy is to prohibit workplace harassment and discrimination on the basis of race, religion, color, sex, sexual orientation, age, physical or mental disability, marital status, national origin, gender identity, familial status, source of income or other protected status in any personnel action and in accordance with applicable law. Prohibited workplace harassment and discrimination is unacceptable in the workplace, in any work-related setting outside the workplace, including when using workplace equipment such as computers, telephones, photocopiers and faxes.

A violation of this rule will be subject to appropriate disciplinary action, up to and including discharge.

<u>Discrimination</u>: unequal or different treatment of an individual in any personnel actions on the basis of race, religion, color, sex, sexual orientation, age, physical or mental disability, marital status, national origin, gender identify, familial status, source of income or other

protected status in accordance with applicable law.

<u>Harassment</u>: verbal or physical conduct that is derogatory or shows hostility towards an individual because of his or her race, religion, color, sex, sexual orientation, age, physical or mental disability (as defined by the American with Disabilities Act and state law), marital status, national origin, gender identity, familial status, source of income or other protected status in accordance with applicable law, and

a) has the purpose or effect of creating an intimidating, hostile or offensive work environment;

b) has the purpose or effect of unreasonably interfering with an individual's work performance or;
 c) Otherwise substantially and adversely affects an individual's employment opportunities is prohibited.

<u>Sexual Harassment</u>: unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature, when, for example:

- a)submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- b)submission to or rejection of such conduct by an individual is used as the basis for personnel actions affecting such individual; or
- c) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment is prohibited.

Six Rivers will not tolerate retaliation against any individual who reports discrimination or harassment, testifies, assists, or participates in any manner in such an investigation, proceeding or hearing, regardless of the outcome of the harassment complaint.

If you feel you or another employee has been subject to unlawful harassment, report your concerns to your direct supervisor or to the Executive Director. Complaints will be investigated as promptly, thoroughly, and confidentially as possible. You will not suffer retaliation for reporting your concerns. Disciplinary action for retaliation may range from reprimand to discharge.

Attendance and Punctuality

As employees of Six Rivers we are here to serve the community and to be as accessible as possible. We pride ourselves in providing timely service and in order to achieve that it's important that employees are available to provide our services. Employees are expected to arrive at the start of a shift, or at such other time as set by the Executive Director. If an employee knows that s/he is going to arrive at the office after his or her normal arrival time, s/he should inform his or her immediate supervisor in advance. Similarly, requests to leave early must be approved in advance by your immediate supervisor. If an employee is unable to report to work or will be late, the employee must contact his/her immediate supervisor as soon as possible.

Because unplanned absences can be disruptive to work, a poor attendance record or excessive lateness may lead to disciplinary action, up to and including termination of employment.

If any employee is absent from work for three (3) consecutive days without notifying his or her

immediate supervisor or Executive Director, Six Rivers will consider the employee to have voluntarily resigned his or her position.

Event Attendance:

Outreach is central to our Mission, whether for advocacy, education or funding to support programs, and is present in many of our day-to-day activities. As a Six Rivers employee you are a spokesperson for the organization and should be willing to take opportunities to talk about Six Rivers and the valuable work we do for the community. Employees are encouraged to participate in events as part of their work. Below are guidelines that should be helpful in understanding what events we do, why they are important, and what roles we play.

Six Rivers *sponsored community events:* Attendance expected. Events provide an opportunity for us to work together for the common good of the organization. Sponsored events provide outreach and fundraising opportunities which are two important functions for a nonprofit. Our success at these functions partially depends on the visible support from those closest to the organization—board, staff and volunteers.

Pre-event: when our regular workload permits, we should all contribute to pre-event tasks (e.g., mailings).

Event: It is the organization's hope and expectation that board and staff attend events. When there is cost involved staff has two options:

1. Attend event at no cost and take on a work assignment from the event coordinator

2. Attend event as a paying guest with no work assignment (other than networking).

Personal Appearance

We want Six Rivers' employees to reflect an appropriate professional image to clients, donors and visitors. Dress, grooming and personal cleanliness standards all contribute to that image and to the morale of your co-workers.

During business hours or when representing Six Rivers, you are expected to present a clean, neat, and tasteful appearance. You should always dress and groom yourself according to the requirements of your position.

Your supervisor or department head is responsible for establishing a reasonable dress code appropriate to the job you perform. Consult your supervisor if you have questions as to what constitutes appropriate appearance. When necessary, we make reasonable accommodations in the personal appearance policy for a person with a disability.

Media Relations & Communications

Media inquiries in relation to Six Rivers must be handled in accordance with the following guidelines. This policy covers all forms of responses to the media--including off the record and anonymous statements.

All inquiries regarding any agency matter or specific media communication should be referred to

the Executive Director or the Executive Director's designee. Coverage of media events will be assigned by the Executive Director (or designee).

Use of Telephones

Because our telephone communications are an important reflection of our image to clients and the community, every employee should use proper telephone etiquette. Some examples of appropriate telephone etiquette are always using the approved greeting, speaking courteously and professionally, confirming the information you have received from the caller, and only hanging up once the caller has done so.

Computer and Email Usage

Six Rivers may give employees access to computers, computer files, the email system, and software to use in doing their work. Employees should not use a password, access a file, or retrieve any stored communication without authorization. To make sure that employees comply with this policy, computer and email usage may be monitored.

We strive to maintain a workplace that is free of harassment and sensitive to the diversity of our employees. Therefore, we prohibit the use of computers and the email system in ways that are disruptive, offensive to others, or harmful to morale.

We prohibit displaying, downloading, or emailing sexually explicit images, messages, and cartoons. Other examples of unacceptable computer usage include (but are not limited to) ethnic slurs, racial comments, off-color jokes, or anything that may be seen by another person as harassment or disrespectful.

You may not use email to solicit others for commercial ventures, religious or political causes, outside organizations, or other non-business matters.

Six Rivers purchases and licenses the use of various computer software for business purposes and does not own the copyright to this software or its related documentation. Unless the software developer authorizes us, we do not have the right to reproduce the software for use on more than one computer.

You may only use software on local area networks or on multiple machines according to the software license agreement. Six Rivers prohibits the illegal duplication of software and its related documentation.

You should notify your supervisor, the Executive Director or any member of management if you learn about a violation of this policy. Employees who violate this policy are subject to disciplinary action, up to and including termination of employment.

Internet Usage

Six Rivers may provide employees with Internet access to help them do their jobs. This policy explains our guidelines for using the Internet responsibly and productively. While Internet usage

is intended for job-related activities, we permit incidental and occasional brief personal use within reasonable limits.

All Internet data that is composed, transmitted, or received via our computer systems is considered to be part of our official records. This means that it is subject to disclosure to law enforcement or other third parties. Therefore, you should always make sure that the business information contained in Internet email messages and other transmissions is accurate, appropriate, ethical, and lawful.

The equipment, services, and technology that you use to access the Internet are always the property of Six Rivers. Therefore, Six Rivers reserves the right to monitor Internet traffic. We also reserve the right to retrieve and read any data that is composed, sent, or received through our online connections or is stored in our computer systems.

We do not allow data that is composed, transmitted, accessed, or received via the Internet to contain content that could be considered discriminatory, offensive, obscene, threatening, harassing, intimidating, or disruptive to any employee or other person.

Examples of unacceptable content include (but are not limited to) sexual comments or images, racial slurs, gender-specific comments, or other comments or images that could reasonably offend someone on the basis of race, age, sex, religious or political beliefs, national origin, disability, sexual orientation, or any other characteristic protected by law.

Six Rivers does not allow the unauthorized use, installation, copying, or distribution of copyrighted, trademarked, or patented material on the Internet. As a general rule, if you did not create the material, do not own the rights to it, or have not received authorization for its use, you may not put the material on the Internet. You are also responsible for ensuring that a person sending material over the Internet has the appropriate distribution rights.

Before you download or copy a file from the Internet, you should take the necessary anti-virus precautions. Six Rivers requires that all downloaded files be checked for viruses. All compressed files must be checked for viruses both before and after decompression.

Employees whose Internet usage violates laws or Six Rivers policies are subject to disciplinary action, up to and including termination of employment. Employees may also be held personally liable for any violations of this policy.

The following are examples of some actions and activities that are prohibited and which could result in disciplinary action:

- Sending or posting discriminatory, harassing, or threatening messages or images
- Using the organization's time and resources for personal gain
- Stealing, using, or disclosing someone else's code or password without authorization
- Copying, pirating, or downloading software and electronic files without permission
- Sending or posting confidential material, trade secrets, or proprietary information outside of the organization
- Violating copyright law
- Failing to observe licensing agreements
- Engaging in unauthorized transactions that may incur a cost to the organization or initiate unwanted Internet services and transmissions
- Sending or posting messages or material that could damage the organization's image or

reputation

- Participating in the viewing or exchange of pornography or obscene materials
- Sending or posting messages that defame or slander other individuals
- Attempting to break into the computer system of another organization or person
- Refusing to cooperate with a security investigation
- Sending or posting chain letters, solicitations, or advertisements not related to business purposes or activities
- Using the Internet for political causes or activities, religious activities, or any sort of gambling
- Jeopardizing the security of the organization's electronic communications systems
- Sending or posting messages that disparage another organization's products or services
- Passing off personal views as representing those of the organization
- Sending anonymous email messages
- Engaging in any other illegal activities

Cell Phone Usage

Employees are expected to use their Six Rivers office phone number when doing RNW business. Personal cell phones are not to replace your official office work phone. If RNW has determined that a cell phone is necessary for you to carry out your work assignment, RNW will provide you with an RNW cell phone at RNW's expense.

Use of Equipment

Equipment essential in accomplishing job duties is often expensive and may be difficult to replace. When using Six Rivers' property, you are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines.

You should notify your supervisor if any equipment, machines, or tools appear to be damaged, defective, or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or other people. Your supervisor can answer any questions about your responsibility for maintenance and care of equipment you use on the job.

The improper, careless, negligent, destructive, or unsafe use or operation of equipment may result in disciplinary action, up to and including termination of employment.

Six Rivers' supplies and support personnel must not be used for personal needs. Postage, FAX and copy machines may be used for occasional personal purposes; however Six Rivers must be reimbursed for the cost of such use. Reimbursement rates are as follows:

Postage	actual cost
FAX	any long distance charges
Copy machines	\$0.10 per copy
Long Distance Phone	actual cost (for emergency use only)

Business Travel Expenses

Six Rivers will reimburse employees for approved out of pocket expenses on a monthly basis. All expense requests must be accompanied by appropriate backup support (receipts) and turned in on appropriate expense reimbursement forms.

Per diem expense limits: Six Rivers will pay per diem rates based on the Per Diem Rates for the Continental United States (CONSU) as set by the General Services Administration (GSA). To see current rates go to: www.gsa.gov/perdiem/

Mileage: IRS allowable reimbursement

Employees are encouraged to stay below maximum per diem allowed.

We consider abuse of this policy to be a very serious matter. This includes falsifying expense reports to reflect costs that were not incurred by you or were not business-related. Therefore, failure to follow this business travel expense policy may be grounds for disciplinary action, up to and including termination of employment.

Separation from Employment

Six Rivers hopes that employment is mutually satisfactory for both employees and Six Rivers. However, we also recognize that there are circumstances under which either an employee or Six Rivers may choose to terminate the relationship. Six Rivers intends to preserve the at-will relationship and the right of employees and Six Rivers to terminate the employment relationship at any time and for any reason.

The employee will be provided any additional information regarding the conversion of or continuation rights an employee may have with respect to insured benefits.

Separations from employment generally fall into one of three categories: voluntary termination, involuntary termination, and layoff.

When your employment ends, you will receive your final pay in accordance with the applicable state law.

Your benefits are affected by termination in several ways. All accrued, vested benefits that are due and payable at termination will be paid out. Some benefits may be continued at your expense if you choose. You will be notified in writing of the benefits that may be continued and of the terms, conditions, and limitations for continuing them.

Voluntary Termination

Voluntary termination often referred to as resignation is defined as a voluntary act initiated by an employee to terminate employment with Six Rivers. Although there is no requirement that you give advance notice, doing so can reduce the impact on your co-workers and productivity. We request a resigning employee submit a written notice of resignation at least 2 weeks in advance.

In addition to resignation, employees may be considered to have voluntarily terminated when they:

- are absent without notification for three consecutive workdays;
- are absent without notification three times within a 12-month period; or
- do not return from a leave of absence on time without notification or do not notify Six Rivers of the intended return to work date.

Return of Property

As part of your job, you may be issued or given temporary possession of Six Rivers property (e.g., keys, badges, and library books), materials or written information.

You are expected to be responsible for and maintain control of any Six Rivers property in your possession. If your employment ends, all Six Rivers property must be returned on or before your last day of work.

Ethics Statement

Six Rivers is committed to conducting business in accordance with the highest ethical standards and in full compliance with all applicable laws and regulations. In order to maintain this necessary objective, employees of Six Rivers are expected to report all actual, or suspected, occurrences of wrongdoing. Acts of wrongdoing can include such items as: Waste, fraud, abuse, corruption or any other behavior that could compromise the integrity of Six Rivers.

If an employee, in good faith, believes an individual has violated a law applicable to, or policy related to, Six Rivers, that employee should immediately report the actual or suspected violation to the Executive Director (The Board Chair should be contacted in cases where the suspected violator is the Executive Director). Reported violations will be investigated, addressed promptly, and treated confidentially, consistent with the need to investigate, prevent, or correct the alleged violation.

Retaliation against an individual who reports, in good faith, an actual or suspected violation, or who participates in an investigation of an alleged violation, is a serious violation and will not be tolerated. Disciplinary action, up to and including termination, can be applied to any person who knowingly, with intent to retaliate, takes action harmful to a person who reports any such violation. Such persons may also be subject to civil liability or criminal penalties.

Six Rivers will maintain a log of all complaints, tracking their receipt, investigation and resolution. All records will be treated as confidential information and retained for no less than five years.

Progressive Discipline

Although your employment is based on mutual consent and both you and Six Rivers have the right to terminate employment at will, with or without cause or advance notice, Six Rivers may use progressive discipline at its discretion.

We also believe that it is in the best interests of Six Rivers to ensure fair treatment of all employees and make certain that disciplinary actions are prompt, uniform, and impartial. The major purpose of any disciplinary action is to correct the problem, prevent recurrence, and prepare the employee for satisfactory performance in the future.

Disciplinary action may call for any of four steps -- verbal warning, written warning, suspension with or without pay, or termination of employment -- depending on the severity of the problem and the number of occurrences. There may be circumstances when one or more steps are bypassed.

Progressive discipline means that, with respect to most disciplinary problems, these steps may be followed: verbal warning; written warning; suspension; and, still another offense may then lead to termination of employment.

Six Rivers recognizes that there are certain types of employee problems that are serious enough to justify either a suspension, or, in extreme situations, termination of employment, without going through the usual progressive discipline steps.

By using progressive discipline, we hope that most employee problems can be corrected at an early stage, benefiting both employees and Six Rivers.

Interpersonal Conflict Resolution / Grievance Procedure

Although Six Rivers provides this formal procedure, the organization encourages employees to settle their differences informally using conflict resolution techniques and skills promoted by the organization.

All employee grievances shall be made to his/her direct supervisor. If an employee is dissatisfied with the response from his/her direct supervisor, then the employee may file a written grievance with the Executive Director. In the event that the issue is still not resolved to the satisfaction of the employee then the employee may submit the complaint to the Executive Committee of the Board of Directors for review.

If an employee has a grievance with the Executive Director, s/he should discuss with his/her direct supervisor who should then simultaneously share the concern(s) in writing with the Executive Director and Executive Committee (EC) of the Board of Directors. The Executive Committee will meet individually with both employee and ED to determine a course of action.

If an employee has a grievance with a Director (board member), s/he should make her written grievance to his/her direct supervisor who will then file it with the Executive Director who will take it to the Executive Committee for review. If the grievance is against a Director who sits on the Executive Committee, the remaining EC members will ask another Director to join them for review and action on the matter.

Employee Acknowledgment Form

The employee handbook describes important information about Six Rivers and I understand that I should consult the Executive Director regarding any questions not answered in the handbook.

I have entered into my employment relationship with Six Rivers voluntarily and acknowledge that there is no specified length of employment. Accordingly, either RNW or I may terminate the employment relationship at will at any time, with or without cause, so long as there is no violation of applicable federal or state law.

Since the information, policies, and benefits described in the handbook are subject to change as needed, I acknowledge that revisions to the handbook may occur, except to the employment-atwill policy of Six Rivers. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. I also understand that only the Board of Directors of Six Rivers has the ability to adopt revisions to the policies in this handbook.

Furthermore, I acknowledge that this handbook is neither a contract of employment nor a legal document. I have received the handbook, and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it.

EMPLOYEE'S NAME (printed):	
EMPLOYEE'S SIGNATURE:	
DATE:	
Executive Director:	

Six Rivers Dispute Resolution Center FISCAL POLICY & PROCEDURES MANUAL



Developed by: Marti Kantola Dane November 26, 2013

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FISCAL MANAGEMENT

GOAL: to design, implement, monitor and maintain systems to safeguard corporate assets, to record business transactions within generally accepted accounting principals and to produce timely, accurate and meaningful financial reports.

PERSONNEL MANAGEMENT

GOAL: to design, implement, monitor and maintain a personnel system that fairly compensates employees, guides management decisions and documents personnel actions in keeping with state and federal labor laws.

Objectives:

- 1. to implement and maintain a competitive salary scale and benefit program
- 2. to maintain monthly payroll system and personnel database to produce required reports
- 3. to support development of a master plan to orient and train all staff
- 4. to monitor the agency performance evaluation system
- 5. to monitor and maintain the Six Rivers commitment to recruitment and retention of a more culturally diverse staff
- 6. to maintain agency personnel policy records and personnel system forms in a legally correct and current manner
- 7. to support and monitor Six River's volunteer resources
- 8. to implement and periodically review the following system changes
 - Job description development
 - Hiring practices
 - Unemployment claims management
 - Worker's compensation claims management
 - Documentation of disciplinary actions
 - Review and approval of payroll changes
 - Review and approval of terminations
- 9. to implement and maintain adequate personnel records for current and past Six Rivers employees

FISCAL RESPONSIBILITIES

PAYROLL

Timesheets and payroll input: Paychecks: Wages:	Executive Director Contracted Executive Director & Executive Committee of Board of Directors
Personnel Practices	Executive Director
Accounts Payable Vendors, expense reimbursement	Mediation Coordinator
Accounts Receivable Process checks, cash	Mediation Coordinator
Budget/General Ledger	Executive Director and Independent Consultant
Contract Management	Executive Director
Cash Management	Executive Director and Mediation Coordinator
Financial Report Preparation	Mediation Coordinator w/ assistance from independent consultant
Tax Filings Employee Federal/state	Independent Accountant Independent Accountant

FISCAL RESPONSIBILITIES: Separation of Duties

To ensure that Six Rivers has strong oversight procedures in place to avoid any misuse or misappropriation of funds, the following separation of duties is in place.

Invoice Processing

1.	Code to appropriate fund account	Executive Director
2.	Authenticate as appropriate expense	Board Executive Committee
3.	Approve for payment	Executive Director*
4.	Payment	Mediation Coordinator
5.	Data entry	Mediation Coordinator
1-0	a average of \$500 that are not regular (a.g.	rant) huginaga narmanta (a a

*Checks in excess of \$500 that are not regular (e.g., rent) business payments (e.g., new piece of equipment) must be approved by a member of the Board Executive Committee.

Member

Check Processing

1.	Write checks					Mediation Coordinator
2.	Data entry					Mediation Coordinator
3.	Sign checks					Executive Director**
4.	Mail and file					Mediation Coordinator
1	11	, •	D '	1 11 1	•	11 .1

**Checks payable to Executive Director shall be signed by another account signatory.

Bank Statements

1. Reviews either hard copies or online b	bank Treasurer				
statements for: unauthorized signatures,					
irregularities, non-endorsement.					
2. Reconciliation	Independent Accountant				
Card Durchagog					

Credit Card Purchases

1. Receipt collectionMediation Coordinator2. Data entry of purchasesMediation Coordinator3. Approval of expenditureExecutive Director4. Reconciliation of receipts/statementMediation Coordinator

Account Signatories

Signatories on all accounts shall include, at a minimum, the Executive Director, Coordinator of Mediation Services and one board member.

BUDGET PROCESS

Executive Director prepares draft budget including recommendations for staffing needs and program development. The draft budget is reviewed by the Executive Committee and then submitted to the full Board of Directors for approval.

CASH FLOW MANAGEMENT

To ensure adequate cash flow, the Mediation Coordinator with oversight by Executive Director maintains a systematic cash management program. Deposits are made periodically either to checking or money market accounts. Disbursements are made as necessary and copies of checks written are filed along with back up in monthly fiscal folders. The Board approves checking and money market accounts and all authorized signers for accounts.

COST CONTAINMENT

To ensure that all Six Rivers resources, including personnel, supplies and equipment are deployed in an effective and efficient manner, cost containment is achieved through monitoring of budgets, shopping for best buys, negotiating contracts for services to be provided and review of all financial activities by the Board of Directors on a monthly basis.

REVENUE MAXIMIZATION

Six Rivers is committed to maximizing its financial resources. Six Rivers shall establish a low or no fee checking account. Staff routinely applies for grants to fund special one time projects or to acquire seed money for a new program. Fees for service are either collected in advance or immediately following service provision.

CONTRACTING POLICY

All contracts between Six Rivers and other entities shall be in writing and support Six River's mission. These agreements will establish effective dates and desired outcomes; define financial remuneration; and describe the terms and legal requirements necessary to ensure performance. Agreements will be entered into with the following considerations:

- capability to execute agreement
- relevance to specific program and client needs
- availability of agency resources to support the agreed upon functions
- financial feasibility

All contracts are to be reviewed, approved and signed by the Executive Director.

FISCAL REPORTING

To ensure that financial decisions are supported by accurate and timely data, Six Rivers maintains a system of financial reporting at several levels. The Independent Accountant prepares the monthly reports and reconciles the bank statements. These detailed reports are reviewed by the Executive Director and disseminated to the Board of Directors at its monthly meetings.

FRAUD & EMBEZZLEMENT

To ensure timely action is taken in cases in which fraud or embezzlement is suspected, the Six Rivers Executive Director will notify the Board of Directors and disclose to all affected funding sources no later than one working day after the alleged fraud or embezzlement comes to his/her attention. Six Rivers' staff will investigate, gather appropriate evidence and notify the proper authorities. Additionally, Six Rivers will disclose to all affected funding sources, any officer or director who has been convicted of a crime related to his/her current position. If the internal control system is investigated by any funding source or regulatory body and changes are recommended to correct internal control weaknesses, Six Rivers will promptly make those corrections.

INSURANCE

Insurance requirements are to be reviewed every six months to ensure compliance with grants and limit Six Rivers exposure to risk. The following insurance coverage is to be established and maintained according to contract and grant requirements:

General liability:

\$ 500,000 each occurrence bodily injury

\$1,000,000 each occurrence property damage

Workers Compensation Director & Officers Insurance

ACCOUNTING SYSTEM

Fund Basis Accounting

To ensure that Six Rivers maintains its accounts in accordance with appropriate financial reporting requirements and audit standards, Six Rivers divides its general ledger into self-balancing funds. Each fund contains asset, liability, revenue, expense and net asset (fund balance) accounts.

Chart of Accounts

To ensure that the financial transactions of one time period may be systematically analyzed in comparison to the financial transactions of another time period, Six Rivers uses a chart of accounts that is logical, coherent and comprehensive. The Six Rivers chart of accounts identifies the department/fund and cost or revenue for the center. Each transaction is coded with a five digit account number. The Chart of Accounts shall be organized as follows:

100 - 199	Assets
200 - 299	Liabilities
300 - 499	Revenue/contracts
500 - 799	Expense Accounts

Functional Segregation

To ensure accurate compilation and treatment of revenue and expenses, revenues are segregated by source and expenses by administrative and program functions.

Cost Allocation: Six Rivers allocates costs using our chart of accounts. Each expense is coded to the appropriate department and then cost or revenue center. All contracts and grants have a separate department code to avoid co-mingling of funds. Salaries are also coded according to appropriate department/fund. Staff records all hours on time sheets which allows the Executive Director to code their hours appropriately.

Payroll System

To ensure accurate, efficient and timely preparation of monthly payroll, Six Rivers contracts with an Independent Accountant. Paychecks are delivered to the Executive Director to distribute. Independent Accountant makes electronic payroll tax deposits on behalf of Six Rivers.

Payroll Process:

Six Rivers utilizes electronic time sheets which calculate hours worked, vacation, sick, holiday time on a monthly basis.

Employees are responsible for recording hours worked programmatically.

Timesheets are reviewed by the appropriate supervisor.

Timesheets are reviewed and maintained by the Executive Director.

EXPENSE REIMBURSEMENT PROCESS

Employees complete a monthly mileage and expense reimbursement form for any travel or other expenses incurred during the month. Forms are submitted to the employee's supervisor for review and paid on a monthly basis. All employee expense reimbursement is approved by the Executive Director.

Per Diem allowances:

\$ 7.00 Breakfast

\$ 9.00 Lunch

\$15.00 Dinner

Mileage reimbursement is at the IRS allowable rate.

Travel advances may be requested in advance of travel. All unused travel advances shall be returned to Six Rivers. To receive reimbursement receipts must accompany all employee expense reimbursement requests.

ACCOUNTS PAYABLE PROCESS

Invoices are collected by the Mediation Coordinator and paid on a monthly basis.

Payables are reviewed for appropriate authorizations and coded with accounts numbers.

Checks are written by the Mediation Coordinator. The check stub is attached to the invoice and filed in a monthly payable file.

Checks are forwarded to the Executive Director for review of coding, authorization and signature.

Signed checks are returned to the Executive Assistant for mailing.

Expenditures over \$500 must have written approval from Board level account signatory.

Check Signatories: the authorized signatories are:

- Chair, Board of Directors
- Treasurer
- Mediation Coordinator
- Executive Director

DONOR CONTRIBUTIONS

Check received and recorded in database. Receipt generated. Handwritten thank you card from Executive Director and/or other organizational contact. Check coded and deposited.

RECORD RETENTION

To ensure that Six Rivers records are retained in accordance with the federal Office of management and Budget (OMB) Circular A-110 Attachment "C", Six Rivers has established the following criteria:

Financial records, supporting document, statistical records and all other records pertinent to an agreement shall be retained for a minimum period of five years, with the following qualifications:

- 1. If any litigation, claim or audit is started before the expiration of the five year period, their records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
- 2. The retention period starts from the date of the submission of the final expenditure report or, for grants and other agreements that are renewed annually, from the date of the submission of the annual financial status report.

Six River's record retention policy is as follows:

Client records	5 years	Shred
Personnel records	7 years	Shred
Job applications	2 years after application	Shred
Bank Statements	7 years	Shred
Financial Records	7 years	Shred
Payroll Records	7 years	Shred
Tax Filings	7 years	Shred
OSHA complaints	30 yrs after termination	Shred

EVALUATION & REVIEW

The Executive Director and Executive Committee will review the fiscal policies and procedures periodically and will make appropriate adjustments and updates as needed.

Name: Six Rivers Dispute Resolution Center

EIN 46-4152072

BYLAWS OF SIX RIVERS DISPUTE RESOLUTION CENTER

ARTICLE I (Purpose)

Section 1. <u>General Purpose</u>. This corporation shall be organized and operated exclusively for charitable and educational purposes. Subject to the limitations stated in the Articles of Incorporation, the purposes of this corporation shall be to engage in any lawful activities, none of which are for profit, for which corporations may be organized under Chapter 65 of the Oregon Revised Statutes (or its corresponding future provisions) and §501(c)(3) of the Internal Revenue Code of 1954 (or its corresponding future provisions).

Section 2. <u>Primary Purpose</u>. This corporation's primary purpose is to provide communitybased dispute resolution services, research into appropriate dispute resolution processes and education to advance the use of appropriate dispute resolution processes.

ARTICLE II

(Nonmembership)

This corporation shall have no members.

ARTICLE III (Board of Directors)

Section 1. <u>General Powers</u>. The affairs of the corporation shall be managed by the Board of Directors. The initial board shall be appointed by the incorporators.

Section 2. <u>Number and Qualifications</u>. The number of Directors shall be an odd number of at least three (3) and no more than nine (9). All Directors shall be individuals and not corporations or some other legal entity.

Section 3. <u>Term and Election</u>. The term of office for Directors shall be two years. The Board shall maintain staggered terms of Directors, including adjusting terms as needed, so that each year the terms of as close as possible to one-half of the Directors shall expire. The board shall elect its own members, except that a Director shall not vote on that member's own position.

Section 4. <u>Removal.</u> Any Director may be removed, with or without cause, by a vote of twothirds of the Directors then in office.

Section 5. <u>Vacancies</u>. Vacancies on the Board of Directors and newly created board positions will be filled by a majority vote of the Directors then in office. A Director elected to fill a vacancy shall serve the unexpired term of his or her predecessor in office.

SIX RIVERS Bylaws

Name: Six Rivers Dispute Resolution Center

Section 6. <u>Leave of Absence</u>. Any Director may take up to a six month leave of absence from Board service by giving written notice to the Board Chair. While on leave, the Director shall continue to receive all communications sent to other Directors but for any other purpose shall not be considered a Director then in office. A Director may appoint a Proxy to serve during an extended absence.

Section 7. <u>Quorum and Action</u>. A quorum at a board meeting shall be a majority of the number of Directors in office immediately before the meeting begins. If a quorum is present, action is taken by a majority vote of the directors present, except as otherwise provided by these Bylaws. Where the law requires a majority vote of the directors in office to establish committees to exercise Board functions, to amend the Articles of Incorporation, to sell assets not in the regular course of business, to merge, or to dissolve, or for other matters, such action is taken by that majority as required by law.

Section 8.<u>Regular Meetings</u>. Regular meetings of the Board of Directors shall be held not less often than annually at the time and place to be determined by the Board of Directors. No other notice of the date, time, place, or purpose of these meetings is required..

Section 9. <u>Special Meetings</u>. Special meetings of the Board of Directors may be called by or at the request of the Chairperson or any two (2) Directors. The person or persons authorized to call special meetings of the Board may fix any place as the place for holding any special meeting of the Board called by them. If no designation is made, the meeting shall be held at the registered office of the corporation.

Section 10. <u>Notice</u>. Notice of any special meeting of the Board of Directors describing the date, time, place, and purpose of the meeting shall be delivered to each Director personally or by telephone, mail, or electronic mail not less than two (2) days prior to the special meeting. In the case of mail or electronic mail, confirmation of receipt is required to perfect the notice. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not called or convened.

Section 11. <u>Meeting by Telecommunication</u>. Any regular or special meeting of the Board of Directors may be held by telephone or telecommunications in which all Directors participating may communicate with each other in real time either orally or in writing.

Section 12. <u>Compensation</u>. Directors shall not receive salaries for their Board services, but may be reimbursed for expenses related to Board service.

Section 13. <u>Action by Consent</u>. Any action required by law to be taken at a meeting of the board, or any action which may be taken at a board meeting, may be taken without a meeting if a consent in writing, setting forth the action to be taken or so taken, shall be signed by all the Directors.

ARTICLE IV

(Officers)

SIX RIVERS Bylaws

November 26, 2013

Section 1.<u>Officers</u>. The officers of this corporation shall be a Chairperson, a Secretary, a Treasurer, and such other officers as the Board may authorize, all of whom shall be elected from the membership of the Board of Directors. The Board may elect or appoint such other officers it deems desirable, such officers to hold their office for such terms, have such authority, and perform such duties as shall be determined by the Board of Directors. Any two (2) or more officers may be held by the same person, except the offices of Chairperson and Secretary.

Section 2. <u>Election and Term of Office</u>. The Board of Directors shall elect annually by majority vote of all Directors in office at that time the officers of the corporation to serve one year terms. New offices may be created and filled at any meeting of the Board of Directors. Except for death or resignation, officers shall hold office until their successors have been elected or until the end of the officer's Board term, whichever comes first.

Section 3. <u>Vacancy</u>. A vacancy in any office shall be filled by majority vote of the Directors then in office not later than the next regular meeting of the Board of Directors following the vacancy, or if not at that meeting, as soon thereafter as possible. The Board of Directors may choose one of its members to serve as an interim officer until the vacant position is filled.

Section 4. <u>Removal</u>. Any officer elected or appointed by the Board of Directors may be removed, with or without cause, by a vote of two-thirds of the Directors then in office.

Section 5. Duties of Officers.

(a) Chairperson: The Chairperson shall be the chief officer of the corporation and shall preside at all meetings of the Board of Directors. The Chairperson shall have any other powers and duties as may be prescribed by the Board of Directors.

(b) Secretary: The Secretary shall have overall responsibility for all recordkeeping. The Secretary shall perform, or cause to be performed, the following duties: (a) official recording of the minutes of all proceedings of the Board of Directors meetings and actions; (b) provision for notice of all meetings of the Board of Directors; (c) authentication of the records of the corporation; (d) perform the duties of the Chairperson if the Chairperson is unable or refuses to act; and (d) any other duties as may be prescribed by the Board of Directors.

(c) Treasurer: The Treasurer shall have overall responsibility for all corporate funds. The Treasurer shall perform, or cause to be performed, the following duties: (a) keeping of full and accurate accounts of all financial records of the corporation; (b) deposit of all monies and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors; (c) disbursement of all funds when proper to do so; (d) making financial reports as to the financial condition of the corporation to the Board of Directions; and (e) any other duties as may be prescribed by the Board of Directors.

ARTICLE V

SIX RIVERS Bylaws

November 26, 2013

Name: Six Rivers Dispute Resolution Center

EIN 46-4152072

(Committees)

Section 1. <u>Executive Committee.</u> The Board of Directors may elect an Executive Committee. The Executive Committee shall have the power to make on-going decisions between Board meetings for the smooth functioning of the organization, but shall not otherwise make any decision that conflicts with provisions of these Bylaws. The Executive Committee shall regularly report its decisions to the Board of Directors.

Section 2. <u>Other Committees</u>. The Board of Directors may establish other standing or ad hoc committees as it deems necessary and desirable. Such committees may exercise functions of the Board of Directors or may be advisory committees.

Section 3. <u>Composition of Committees Exercising Board Functions</u>. Any committee that exercises any function of the Board of Directors shall be composed of two or more Directors and elected by the Board of Directors by a majority vote of all Directors in office at that time.

Section 4. <u>Quorum and Action</u>. A quorum at a Committee meeting exercising Board functions shall be a majority of all Committee members in office immediately before the meeting begins. If a quorum is present, action is taken by a majority vote of Directors present.

Section 5. <u>Limitations on the Powers of Committees.</u> No committee may: (a) authorize payment of a dividend or any part of the income or profit of the corporation to its directors or officers; (b) approve dissolution, merger, or the sale, pledge, or transfer of all or substantially all of the corporation's assets; (c) elect, appoint, or remove directors or fill vacancies on the Board or on any of its committee; nor (d) adopt, amend, or repeal the Articles, Bylaws, or any resolution by the Board of Directors.

ARTICLE VI

(Books and Records)

The corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Board of Directors and committees having any of the authority of the Board of Directors, and shall keep at its registered or principal office a record giving the names and addresses of the Directors. All books and records of the corporation may be inspected by any Director, or his or her agent or attorney, for any proper purpose at any reasonable time.

ARTICLE VII (Corporate Indemnity)

This corporation will indemnify its officers and directors to the fullest extent allowed by Oregon law.

ARTICLE VII (Waiver of Notice)

SIX RIVERS Bylaws

November 26, 2013

Name: Six Rivers Dispute Resolution Center

EIN 46-4152072

Whenever any notice is required to be given under the provisions of the Oregon Non-Profit Corporation Act or under the provisions of the Articles of Incorporation or the Bylaws of the corporation, a waiver in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE VIIIX

(Amendment to Bylaws)

These Bylaws may be altered, amended or repealed and new Bylaws adopted by a majority vote of the Directors present at any regular or special meeting. Prior to the adoption of the amendment, each Director shall be given at least two (2) days notice of the date, time, and place of the meeting at which the proposed amendment is to be considered. The notice shall be delivered to each Director personally or by telephone, mail, or electronic mail not less than two (2) days prior to the special meeting. In the case of mail or electronic mail, confirmation of receipt is required to perfect the notice. The notice shall state that one of the purposes of the meeting is to consider proposed changes to the Bylaws and shall contain a copy of the proposed changes.

DATE ADOPTED: .

SIGNATURE OF CORPORATE OFFICER:

Employee Evaluation

Quality and quantity of work:

- accuracy
- thoroughness
- productivity
- goal attainment

Communication and interpersonal skills:

- teamwork
- cooperation
- listening
- persuasion
- empathy

Planning, administration and organization:

- goal setting
- prioritizing

Leadership:

- accessibility
- responsiveness
- decisiveness
- collaboration
- delegating

Job knowledge and expertise:

- knowledge base
- training
- mentoring
- modeling and researching

Attitude:

- dedication
- loyalty
- reliability
- flexibility
- initiative
- energy and volunteering

Creative thinking:

- innovation
- receptiveness
- problem solving and originality

Self-development and growth:

- learning
- education
- advancement
- skill building
- career planning



May 9, 2017

Gilliam, Hood River, Sherman, Wasco, Wheeler Counties Board of Commissioners 511 Washington, Room 302 The Dalles, OR 97058 Attention: Kathy White

RE: 2017-2019 Community Dispute Resolution Grant

Dear Board of Commissioners:

I am pleased to inform you that the Oregon Office for Community Dispute Resolution (OOCDR) has completed its review of applications for grant funding under the Oregon Community Dispute Resolution statute and University of Oregon Policy. The eligible program in your County is:

* Six Rivers Community Mediation Services

At this point we ask that the County Board of Commissioners take action on or before June 16, 2017 to officially select the eligible grantee to receive OOCDR funds and that you notify me once that action has been taken.

After I receive notice of your selection, I will work directly with the eligible applicant to sign a grant agreement and award the grant. A copy of the grant agreement will be provided to you. Please note that the final grant award will be subject to authorization of ongoing funding by the Oregon Legislative Assembly for the 2017-2019 biennium.

These grants help make it possible to educate the citizens of Oregon about mediation and assist them in finding effective ways to resolve their disputes peacefully. Thank you for the ways in which you support these important community engagements.

Sincerely,

Charles F. Ikard, Acting Administrator Oregon Office for Community Dispute Resolution

cc: Marti Dane, Six Rivers Community Mediation Services

OREGON OFFICE FOR COMMUNITY DISPUTE RESOLUTION 1515 Agate Street, 1221 University of Oregon, Eugene OR 97403-1221 T 541-346-1623 http://oocdr.uoregon.edu/

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BOARD OF COUNTY COMMISSIONERS

511 Washington St, Ste. 101 • The Dalles, OR 97058 p: [541] 506-2520 • f: [541] 506-2551 • www.co.wasco.or.us

Pioneering pathways to prosperity.

Charles F. Ikard Acting Contract Administrator Oregon Office for Community Dispute Resolution University of Oregon School of Law 1221 University of Oregon Eugene, OR 97403

June 7, 2017

Dear Mr. Ikard-

As Community Dispute Resolution Coordinator for Wasco, Hood River, Sherman, Gilliam and Wheeler Counties, we are pleased to notify you that we have approved the selection of Six Rivers Community Mediation Services as Grantee to receive Oregon Office for Community Dispute Resolution (OOCDR) funding for all five counties for the 2017-2019 biennium.

Please contact us should you have any questions or concerns.

Thank you, WASCO COUNTY BOARD OF COMMISSIONERS

Rod L. Runyon, Commission Chair

Steven D. Kramer, Commission Vice-Chair

Scott C. Hege, County Commissioner

WASCO COUNTY BOARD OF COMMISSIONERS REGULAR SESSION JUNE 7, 2017

CONSENT AGENDA

1. <u>5.17.2017 Regular Session Minutes</u>



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

At 1:00 p.m. Vice-Chair Kramer opened the Regular Session of the Board of Commissioners with the Pledge of Allegiance.

Public Comment – Building Codes

Wayne Lease stated that after 10 years, the County was mandated by the State to comply with the law. He asked the Board what local control means to them. Vice-Chair Kramer replied that it means we have a voice. Mr. Lease asked if it is more equitable to have a private firm rather than the District Attorney represent the County. Vice-Chair Kramer asked Mr. Lease for a copy of his questions.

Mr. Lease continued by saying that apparently the County complied with the State's request by submitting an Operational Plan to be followed by an MOU. He asked how much money is in the Building Codes account. Vice-Chair Kramer responded that he could not provide that number on the spur of the moment. He said that if Mr. Lease would provide the questions in advance, the Board would be better able to respond.

Mr. Lease stated that there is \$3.4 million in the account. He said that what the State did not tell the County is that an operation manual is required for the electrical discipline. He said that MCCOG has co-mingled and misused Building Codes monies and has a tremendous debt to the Building Codes fund.

Vice-Chair Kramer asked that Mr. Lease bring his comments to a close. Mr. Lease said that he thinks the Board should be concerned. He stated that he does not believe MCCOG can continue to survive without those fees. He noted that the state refused to indemnify the County for prior acts of MCCOG; he asked if the insurance provider will step up to pay it back.

Commissioner Hege stated that we should be able to get answers to some of Mr. Lease's questions. Vice-Chair Kramer agreed, saying that the Board and staff will work on that.

Discussion List – MCCAC Deed

Mid-Columbia Community Action Council Executive Director Jim Slusher explained that the facility is no longer being used for food storage and distribution. The deed to the property was actually transferred to MCCAC in 2007 with a reversionary clause that if within the first five years of use it was not being used for the intended purpose, it would come back to the County. He said that they have more than met that requirement and would like to clean the title up by removing the reversionary clause which is no longer applicable. Mr. Stone added that the title company wanted the title to be more clear.

{{{Commissioner Hege moved to approve Resolution 17-004 in the matter of releasing the reversion right on the Mid-Columbia Community Action Council deed for property commonly known as 3400 Crates Way, the Dalles, Wasco County, Oregon. Vice-Chair Kramer seconded the motion which passed unanimously.}}}

{{{Commissioner Hege moved to approve the MCCAC Quitclaim Deed releasing reversion rights. Vice-Chair Kramer seconded the motion which passed unanimously.}}}

Discussion List – Appointment

{{{Commissioner Hege moved to approve Order 17-021 Appointing Merle Keys to the 15-Mile Watershed Council. Vice-Chair Kramer seconded the motion which passed unanimously.}}}

Discussion List – AOC Dues

Vice-Chair Kramer asked if there are any of the voluntary dues that we do not want to pay. Commissioner Hege asked if historically we have paid them all. Mr. Stone replied affirmatively.

The Board was in consensus to pay the AOC dues, including all voluntary dues.

Discussion List - Comment Letter to Gorge Commission

Mr. Stone stated that he and Planning Director Angie Brewer have been working on this issue for quite some time in an effort to make sure that the Gorge Commission takes local comments seriously on behalf of our citizens and local economies. He said that the County wants to have a voice in the 2020 planning process; the letter represents the consolidation of about a year's worth of work.

Long-Range Planner Kelly Howsley-Glover said that she drafted the letter based on Planning Director Angie Brewer's notes and copious knowledge. She pointed out that the content of the letter stresses how important economic development is for the future of Wasco County. She added that there is a recommendation that the Gorge Commission form a tactical advisory group.

Mr. Stone explained that county planning departments do this work and are the experts on the day in/day out application of the rules; a group of Gorge-area planners will benefit both the Gorge Commission and the counties. He observed that the volume of work cannot be accomplished in the public comment period as it is too voluminous and technical.

The Board was in consensus to sign and send the comment letter to the Gorge Commission.

Discussion List – April Finance Report

Finance Director Mike Middleton reviewed the report included in the Board Packet, saying that for the most part the budget is on track. He noted that Youth Think is at 65% of budget revenue which is due to not receiving a grant.

Mr. Stone asked if there is any work being done to complete the pay-back from the Tooley Terrace payback. Mr. Middleton replied that staff is working to resolve the final debts owed to the County by a few Tooley Terrace residents.

Department Reports – County Clerk

County Clerk Lisa Gambee reported that the May election went smoothly. She demonstrated how to use a mobile phone app to easily access election results, both locally and state-wide. She reviewed the vote count for Wasco County saying that the NORCOR issue currently shows the defeat of the permanent tax rate limit at a 55% no to 44% yes vote with a difference of 55 votes. She explained that there are still Wasco County votes coming in from other counties; the vote will not be certified until June. The question of a

recount will not be determined until the election has been certified.

Commissioner Hege observed that there seems to be a discrepancy in the representation of the number of precincts reporting. Ms. Gambee responded that it has to do with the order in which a county reports results – some started to upload by precinct and then switched to numbers which caused the precinct tally to misalign. Commissioner Hege said that it would be interesting to see the results by precinct. Ms. Gambee replied that the information is available and she will make sure he receives it.

Commissioner Hege asked how the new Clear Ballot system worked. Ms. Gambee declared that it was amazing and significantly reduced the number of personnel required to process the ballots. She reported that they cancelled Monday's count as there were just not enough ballots left to justify bringing people in to process them early; on Election Day they were done by 10:30 p.m.

Agenda Item – Road Vacation Report: North Frontage Road

Public Works Director Arthur Smith stated that in the year 2000 action was taken to vacate a small portion of the North Frontage Road but that information was never conveyed to the State; the vacation request is being modified to include both portions. He reported that the petitioners own all the adjacent property and it has not been developed as a road. He explained that if vacated, the owners intend to create a series of private easements to allow neighbors easy access to their properties. He stated that the other property owners feel that they already have adequate access. He concluded by saying that there are no public utilities and no benefit to the public in keeping the road; he supports the vacation as proposed.

{{{Vice-Chair Kramer moved to approve Order 17-022 vacating a portion of North Frontage Road. Commissioner Hege seconded the motion which passed unanimously.}}}

Agenda Item - NWPUD Agreements

Mr. Smith reported that he had been approached by Northern Wasco Public Utilities District to do some weed-spraying for them at their substation sites. He stated that he had toured one site and talked to Weed Master Merle Keys. He said that these are not open sites and PUD is concerned that the time it would take to vet a private contractor would not allow for the spraying to occur before the weeds are out of control. He stated that it is just a one-year contract as he is working to eliminate contracted weed spraying by the time the Mr. Keys retires. He added that he is already notifying other partner agencies so they can begin to explore their alternatives.

Vice-Chair Kramer asked if all the money will be spent in this fiscal year. Mr. Smith replied that it will; it will not disrupt the budget.

{{{Commissioner Hege moved to approve the agreement between Wasco County and Northern Wasco County Public Utility District for the eradication of noxious weeds on certain substation properties owned by PUD. Vice-Chair Kramer seconded the motion which passed unanimously.}}}

Mr. Smith stated that PUD has asked to use the County fueling stations; their intent is not to use them for regular fueling but as backup fueling stations. He observed that even if the power goes down, the County can still pump fuel. He added that the surcharge is 21¢ per gallon.

{{{Commissioner Hege moved to approve the agreement between Wasco County and Northern Wasco County Public Utility District for the provision of fueling services. Vice-Chair Kramer seconded the motion which passed unanimously.}}}

Discussion Item – Extension Service District Staffing

Mr. Stone explained that Wasco County Extension Agent Lynn Long will be retiring soon; as a result, OSU has been considering combining the Hood River Agent and Wasco County Agent positions into one position. He noted that in light of the nature of Wasco County's specialty crops, we need to advocate that there continue to be two agents or if there is only one agent, that agent be housed in Wasco County.

Commissioner Hege suggested that we draft letters to send to OSU. He asked how we might contact the growers. Commissioner Kramer suggested that the Board make personal contact to ask them to add their voice.

Agenda Item – Revised CAFFA Grant Application

County Assessor Jill Amery explained that the state has had a lot of changes in staff; the team for the ratio study is all new in the last year. She said that the new staff has made some changes in how the application is filled out and that has created some confusion and inaccuracies. She said that the changes are not significant but the application will need to be re-signed and re-submitted.

{{{Commissioner Hege moved to approve the revised CAFFA Grant Application. Vice-Chair Kramer seconded the motion which passed unanimously.}}}

Agenda Item – OHSI MOU

Ms. Amery introduced David Peters from Columbia Cascade Housing. She explained that the Oregon Affordable Housing Assistance Corporation is running a program with the

Hardest Hit Fund that will pay property taxes up to \$40,000 for someone, meeting certain criteria, in the funnel to be foreclosed upon. The Fund will pay the taxes and it then it becomes a forgivable loan to the taxpayer.

Mr. Peters, Regional Manager for the Hardest Hit Fund, said that during the lending crisis banks, while admitting no wrongdoing, put up billions of dollars to assist homeowners. He said that Oregon's portion of that fund was \$220 million; we have only received \$125 million. He said that if the property owner remains in the home for five years following the "loan," it basically becomes a gift. He said that for two people, one of the criteria is an annual income below \$79,000. He concluded by saying that technically, a taxpayer can apply as soon as they become past due.

Ms. Amery reported that a Wasco County taxpayer has applied. Mr. Peters commented that it would be good to advertise the program. He added that currently they do not pay on a first mortgage but that may change.

Commissioner Hege asked if someone is granted the "loan," do they then have to keep up on their taxes. Mr. Peters replied that the loan cannot be more than 45% of income. Ms. Amery added that each property owner can only use the program one time. Mr. Peters agreed, adding that it could change; he pointed out that eventually all the monies will be expended.

{{{Commissioner Hege moved to approve the Hardest Hit Fund Memorandum of Understanding between Oregon Affordable Housing Assistance Corporation and Wasco County. Vice-Chair Kramer seconded the motion which passed unanimously.}}}

Agenda Item - Mosier Bluff Subdivision Phase IV Plat

Developer Mike Rockwell presented a subdivision plat for Board signature. He explained that this is the last 9 lots of a 33 lot development in Mosier. He stated that everything else has sold at least once.

Commissioner Hege commented that he thought there had been some challenges with snow removal and water. Mr. Rockwell replied that last winter was challenging but normally the snow removal is not an issue. He added that they have put in two water towers to address the water supply issue; they donated a good size lot for the new water tank. Commissioner Hege asked if the subdivision has dedicated city streets that will be plowed. Mr. Rockwell replied that they would.

The Board was in consensus to sign the Mosier Bluff Subdivision plat.

Ms. White explained that the Rock Fort Deed is still undergoing legal review and will have to be considered at a future session. County Surveyor Brad Cross explained that when the County gave Rock Fort to city parks it contained a reversionary clause that put it back into County ownership if the land was not used as a park. He said that we do not want that to happen again.

Consent Agenda – 5.3.2017 Regular Session & 5.9.2017 Town Hall Minutes

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

At 10:05 a.m. Vice-Chair Kramer called for a recess.

The Session reconvened at 6 p.m. and immediately went into Executive Session pursuant to ORS 192.660(2)(e) Real Property Transactions and ORS 192.660(2)(h) to consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

Vice-Chair Kramer brought the meeting out of Executive Session and adjourned at 7:21 p.m.

Summary of Actions

Motions Passed

- To approve Resolution 17-004 releasing the reversion right on the Mid-Columbia Community Action Council deed for property commonly known as 3400 Crates Way, the Dalles, Wasco County, Oregon.
- To approve the MCCAC Quitclaim Deed releasing reversion rights
- To approve Order 17-021 Appointing Merle Keys to the 15-Mile Watershed Council.
- To approve Order 17-022 vacating a portion of North Frontage Road.
- To approve the agreement between Wasco County and Northern Wasco County Public Utility District for the eradication of noxious weeds on certain substation properties owned by PUD.
- To approve the agreement between Wasco County and Northern Wasco County Public Utility District for the provision of fueling services.
- To approve the revised CAFFA Grant Application.

- To approve the Hardest Hit Fund Memorandum of Understanding between Oregon Affordable Housing Assistance Corporation and Wasco County.
- To approve consent agenda as presented 5.3.2017 Regular Session & 5.9.2017 Town Hall Minutes.

Consensus Items

- To pay the AOC dues, including all voluntary dues
- To sign and send the comment letter to the Gorge Commission
- To sign the Mosier Bluff Subdivision plat

Wasco County Board of Commissioners

Rod L. Runyon, Board Chair

Steven D. Kramer, Vice-Chair

Scott C. Hege, County Commissioner

Agenda Item Recess to District Hearings

- <u>4H & Extension Service District Budget Adoption</u>
- <u>Library Service District Budget Adoption</u>

Agenda Item Wasco County Budget Hearing

<u>Resolution 17-007 Adopting the 2018 Fiscal Year</u>

Budget, Tax Levy and Appropriations

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

IN THE MATTER OF THE FISCAL YEAR)	
2017-2018 BUDGET, TAX LEVY AND)	RESOLUTION
APPROPRIATIONS)	#17-007

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

BE IT HEREBY RESOLVED that the Wasco County Board of Commissioners hereby adopts the Fiscal Year 2017-2018 Budget approved by the Budget Committee of the County on May 16th, 2017, now on file in the Finance Office for the amount of \$55,658,412.

BE IT FURTHER RESOLVED that the Board of Commissioners of Wasco County, Oregon hereby imposes the taxes provided for in the adopted budget at the rate of \$4.2523 per \$1,000 of assessed value for operations and that these taxes are hereby imposed and categorized for tax year 2017-2018 upon the assessed value of all taxable property within the district as follows:

Subject to the	Excluded
General Government	From
<u>Limitation</u>	Limitation
\$4,2523/\$1,000	

General Fund

BE IT FURTHER RESOLVED that the amounts and the purposes shown in the attached detail for the Fiscal Year beginning July 1st, 2017, be and hereby are as follows: the total appropriated amount is \$\$48,628,561, the total amount reserved for future expenditure is \$7,029,851 for a total budget of \$55,658,412.

BE IT FURTHER RESOLVED that the County Clerk certify to the assessor of Wasco County, Oregon the tax levy made by this Resolution.

The above Resolution Statements were approved and declared adopted on this 7th day of June, 2017.

ATTEST

WASCO COUNTY BOARD OF COMMISSIONERS

Kathy White Executive Assistant Rod L. Runyon, Commission Chair

APPROVED AS TO FORM:

Steven D. Kramer, Commission Vice-Chair

Kristen Campbell Wasco County Counsel

Scott C. Hege, County Commissioner

		Budget	Budget
Fund	Department/Classification	Revenue	Expense
GENERAL	ASSESSMENT & TAXATION	20,800	764,985
	COUNTY CLERK	134,200	322,021
	SHERIFF	342,803	2,380,273
	ADMINISTRATIVE SERVICES	354,249	3,012,564
	ADMINISTRATION	279,850	2,907,738
	DISTRICT ATTORNEY	193,944	661,877
	PLANNING	146,150	741,690
	PUBLIC WORKS	14,065	50,242
	YOUTH SERVICES	42,300	542,723
	NONDEPARTMENTAL	17,097,507	-
	TRANSFERS	666,800	2,330,487
	CONTINGENCY	-	1,281,000
	UNAPPROPRIATED	-	4,297,068
TOTAL GENERAL		19,292,668	19,292,668
PUBLIC WORKS	PUBLIC WORKS	2,813,787	3,638,305
TOBLIC WORKS	NONDEPARTMENTAL	5,232,801	5,050,505
	TRANSFERS	220,495	2,000,000
	CONTINGENCY	220,495	420,000
	UNAPPROPRIATED	-	2,208,778
TOTAL PUBLIC WORKS	UNAFENOFINIATED	8,267,083	8,267,083
		0,207,003	0,207,003
COUNTY FAIR	ADMINISTRATION	172,680	187,313
	NONDEPARTMENTAL	54,669	-
	TRANSFERS	29,000	-
	CONTINGENCY	-	20,000
	UNAPPROPRIATED	-	49,036
TOTAL COUNTY FAIR		256,349	256,349
		207 200	
COUNTY SCHOOL FUND		287,200	312,550
	NONDEPARTMENTAL	25,350	-
TOTAL COUNTY SCHOOL FUND		312,550	312,550
LAND CORNER PRESERVATION	PUBLIC WORKS	34,000	20,921
	NONDEPARTMENTAL	41,738	-
	TRANSFERS	-	2,500
	CONTINGENCY	-	20,000
	UNAPPROPRIATED	-	32,317
TOTAL LAND CORNER PRESERVATION		75,738	75,738
FOREST HEALTH PROGRAM		129,211	-
	TRANSFERS		75,000
	CONTINGENCY	-	54,211
TOTAL FOREST HEALTH PROGRAM		129,211	129,211

Fund	Department/Classification	Budget Revenue	Budget Expense
	111.1547	220.000	254 004
HOUSEHOLD HAZARDOUS WASTE	HHW NONDEPARTMENTAL	320,800	351,801
	CONTINGENCY	194,110	-
	UNAPPROPRIATED	-	75,000 88,109
TOTAL HOUSEHOLD HAZARDOUS WA		514,910	514,910
			,
SPECIAL ECONOMIC DEVELOPMENT	ADMINISTRATION	1,240,000	716,283
	NONDEPARTMENTAL	66,283	-
	TRANSFERS	-	590,000
TOTAL SPECIAL ECONOMIC DEVELOP		1,306,283	1,306,283
LAW LIBRARY	DISTRICT ATTORNEY	30,000	46,984
	NONDEPARTMENTAL	129,106	-
	TRANSFERS	-	110,300
	CONTINGENCY	-	1,822
TOTAL LAW LIBRARY		159,106	159,106
DISTRICT ATTORNEY	DISTRICT ATTORNEY	4,000	15,600
	NONDEPARTMENTAL	14,400	-
	TRANSFERS	-	1,800
	CONTINGENCY	-	1,000
TOTAL DISTRICT ATTORNEY		18,400	18,400
MUSEUM	ADMINISTRATION	66,500	101,230
	NONDEPARTMENTAL	202,040	-
	TRANSFERS	20,000	-
	CONTINGENCY	-	120,000
	UNAPPROPRIATED	-	67,310
TOTAL MUSEUM		288,540	288,540
		220 405	
WEED & PEST CONTROL		220,495	-
TOTAL WEED & PEST CONTROL	TRANSFERS		220,495 220,495
		220,433	220,433
911 COMMUNICATIONS	SHERIFF	858,764	1,054,325
	NONDEPARTMENTAL	27,674	-
	TRANSFERS	183,987	-
	CONTINGENCY	-	16,100
TOTAL 911 COMMUNICATIONS		1,070,425	1,070,425
		, -, -:	, -, -

TOTAL Department/classification Revenue Expense PARKS ADMINISTRATION \$2,000 74,562 NONDEPARTMENTAL 180,694 - CONTINGENCY - 20,000 UNAPPROPRIATED - 168,132 TOTAL PARKS 262,694 262,694 COMMUNITY CORRECTIONS SHERIFF 1,533,000 1,739,204 NONDEPARTMENTAL 462,707 - - COMMUNITY CORRECTIONS SHERIFF 1,533,000 1,739,204 NONDEPARTMENTAL 462,707 - - CONTINGENCY - 160,000 - TOTAL COMMUNITY CORRECTIONS 1,995,707 1,995,707 1,995,707 COURT FACILITIES SECURITY ADMINISTRATION 27,200 43,000 NONDEPARTMENTAL 114,871 - - CONTINGENCY - 99,071 1074L COURT FACILITIES SECURITY 142,071 142,071 KRAMER FIELD ADMINISTRATION - 33,434 - - TOTAL COURT FACIL	Fund	Department/Classification	Budget Revenue	Budget Expense
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	TOTAL FACILITY CAPITAL RESERVE		3,429,005	3,429,005

		Budget	Budget
Fund	Department/Classification	Revenue	Expense
GENERAL OPERATING RESERVE	ADMINISTRATION	-	3,607,552
	NONDEPARTMENTAL	2,907,552	-
	TRANSFERS	700,000	-
TOTAL GENERAL OPERATING RESE	RVE	3,607,552	3,607,552
CDBG GRANT	ADMINISTRATION	5,243,472	5,365,122
	NONDEPARTMENTAL	121,650	-
TOTAL CDBG GRANT		5,365,122	5,365,122
CAPITAL ACQUISITIONS	ADMINISTRATION	-	3,709,600
	NONDEPARTMENTAL	3,009,600	-
	TRANSFERS	700,000	-
TOTAL CAPITAL ACQUISITIONS		3,709,600	3,709,600
YOUTH THINK	YOUTH SERVICES	160,963	163,659
	NONDEPARTMENTAL	53,472	-
	CONTINGENCY	-	30,000
	UNAPPROPRIATED	-	20,776
TOTAL YOUTH THINK		214,435	214,435
Total Appropriation		55,658,412	55,658,412
Reserve for Future Expenditure			7,029,851
Fiscal Year 2018 Appropriation			48,628,561

Agenda Item Emergency Management MOUs

- Memorandum of Understanding between Hood
 <u>River County Emergency Management and Wasco</u>
 <u>County Emergency Management</u>
- <u>Memorandum of Understanding between</u>
 <u>Sherman County Emergency Management and</u>
 <u>Wasco County Emergency Management</u>

MEMORANDUM OF UNDERSTANDING

Between Hood River County Emergency Management And Wasco County Emergency Management

WHEREAS, the citizens of both Hood River and Wasco Counties would be best served by a Memorandum of Understanding between Hood River County Emergency Management and Wasco County Emergency Management; and

WHEREAS, it is agreed to join in a Memorandum of Understanding which includes the joint use of Emergency Management personnel, communications systems, facilities and equipment within the laws governing each agency and to provide assistance as requested when an emergency or disaster condition exists; and

WHEREAS, it is mutually understood that such assistance would be for response and recovery from such an emergency or disaster condition and that said recovery and response would be to the benefit of either County; and

WHEREAS, it is mutually agreed that each Emergency Management Program shall primarily support its own jurisdiction but will provide assistance to the other jurisdiction, when practicable when such request is made either verbally or in writing.

THEREFORE, it is hereby agreed that when an emergency or disaster condition exists in either County the requested County shall to the extent practicable make its Emergency Management personnel, communications systems, facilities and equipment available to aid the requesting County until such emergency or disaster Page 1 – MEMORANDUM OF UNDERSTANDING condition ceases to exist or upon cancellation of the request for aid by the requesting County either verbally or in writing. In such an event each party will provide the appropriate insurances for its own personnel and equipment.

The Memorandum of Understanding is entered into between the Wasco County Board of Commissioners and the Hood River County Board of Commissioners pursuant to ORS 190.010. This Memorandum of Understanding shall be in effect on July 1, 2016 and remain in effect until June 30, 2021, at which time it shall be reviewed and reconsidered by both governing bodies, or until either party to this Memorandum of Understanding notifies the other, in writing that the Memorandum of Understanding is being terminated.

Dated this day of , 2017

WASCO COUNTY, OREGON

APPROVED AS TO FORM:

Dated this 17th day of April, 2017.

HOOD-RIVER COUNTY, OREGON

Ron Rivers, Chair

Karen Joplin, Commissioner

Rich McBride, Commissioner

Robert Benton, Commissioner

Les Perkins, Commissioner

Matt English, Sheriff

Juston Huffman, Emergency Manager

Barbara Ayers, Emergency Manager

Page 2 – MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING

Between Sherman County Emergency Management And Wasco County Emergency Management

WHEREAS, the citizens of both Sherman and Wasco Counties would be best served by a Memorandum of Understanding between Sherman County Emergency Management and Wasco County Emergency Management; and

WHEREAS, it is agreed to join in a Memorandum of Understanding which includes the joint use of Emergency Management personnel, communications systems, facilities and equipment within the laws governing each agency and to provide assistance as requested when an emergency or disaster condition exists; and

WHEREAS, it is mutually understood that such assistance would be for response and recovery from such an emergency or disaster condition and that said recovery and response would be to the benefit of either County; and

WHEREAS, it is mutually agreed that each Emergency Management Program shall primarily support its own jurisdiction but will provide assistance to the other jurisdiction, when practicable when such request is made either verbally or in writing.

THEREFORE, it is hereby agreed that when an emergency or disaster condition exists in either County the requested County shall to the extent practicable make its Emergency Management personnel, communications systems, facilities and

PAGE 1 – MEMORANDUM OF UNDERSTANDING

equipment available to aid the requesting County until such emergency or disaster condition ceases to exist or upon cancellation of the request for aid by the requesting County either verbally or in writing. In such an event each party will provide the appropriate insurances for its own personnel and equipment.

The Memorandum of Understanding is entered into between the Wasco County Board of Commissioners and the Sherman County Court pursuant to ORS 190.010. This Memorandum of Understanding shall be in effect on July 1, 2016 and remain in effect until June 30, 2021, at which time it shall be reviewed and reconsidered by both governing bodies, or until either party to this agreement notifies the other, in writing that the Memorandum of Understanding is being terminated.

Dated this _____ day of _____, 2017. Dated this _____ day of _____, 2017.

WASCO COUNTY, OREGON

SHERMAN COUNTY, OREGON

Gary Thompson, County Judge

Tom McCoy, Commissioner

Joe Dubalskis, Commissioner

Juston Huffman Emergency Manager

APPROVED AS TO FORM:

Shawn Payne Emergency Manager

PAGE 2 - MEMORANDUM OF UNDERSTANDING

Agenda Item Community Work Program Update

• Staff Memo

YOUTH SERVICES



202 East Fifth Street • The Dalles, OR 97058 p: [541] 506-2660 • f: [541] 506-2661 • www.co.wasco.or.us

Pioneering pathways to prosperity.

Date: May 31, 2017

To: Wasco County Board of Commissioners

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

Re: Wasco County Community Work Service Program

The Wasco County Department of Youth Services and the Wasco County Community Corrections entered into an agreement in February of 2017 to increase the position of Community Work Supervisor from 0.5 FTE to 1.0 FTE with the goals increasing the capacity of the program to serve larger projects and to create options of accountability for adult offenders required to complete Community Work.

Supervised community work service programs are a best practice in maintaining public safety while holding offenders accountable as an alternative to incarceration. We developed a process with the Community Corrections Officers to refer clients to the program quickly. The program operates four days a week for adult offenders and one full day for youthful offenders. During the school year the youth services portion of the work crew is split between partial days to accommodate the education programs.

The following are some quick statistics for the program within the first four months:

Adult Crew		
Total number of workers (could include duplicates)	214	
Total number of hours completed	1,586	
<u>Iuvenile Crew</u>		
Total number of workers (could include duplicates)	56	
Total number of hours completed	400.50	
<u>Key Projects</u>		
<u>Wasco County</u>		
Snow removal		
10 th Street wood lot – over 100 cords provided through CAP		
Ground maintenance		

Tygh Valley clean-up at fair

Key Projects Cont.

<u>City of the Dalles</u>

2 Code Compliance abatement projects Graffiti clean-up Transient camp clean-up Community clean-up 6th Street spring clean-up

<u>Community Non-Profit Organizations</u> Christmas tree pick-up St. Vincent DePaul – Oregon Food Bank The Dalles Little League Community food drive

Northern Wasco Parks and Recreation Trail clean-up Parks clean-up

Upcoming Opportunities

- Wasco County code enforcement grant through DEQ
- Expansion of referrals to include defendants sentenced to Community Work Service in lieu of incarceration
- Northern Wasco Parks and Recreation Contracts for Riverfront Trail and restoration of Mill Creek Trail
- City of The Dalles code compliance projects

Since the project expanded to include the adult offenders in February, the community has been restored by a value of \$18,375.13 of work completed by the adult and juvenile crews. The return on investment is calculated based on minimum wage for the work completed and does not include costs avoided by diverting offenders from incarceration.

The structure of the community work service program has been a collaboration of departments. Separately we do not have enough clients to maintain a complete program, but together we have developed a flexible program that can meet community needs for service and allow for offenders to be held accountable outside of incarceration. Through the program and skill building with the Supervisor at least two of the clients have successfully entered the workforce.

The community outreach of the Wasco County Work program has also been acknowledged by our community members. Recently a citizen donated \$1500 for a new log splitter and services clubs have asked to collaborate with additional equipment for the wood lot.

Agenda Item Underage Drinking

- Youth Think Letter
- <u>County Proclamation</u>



Date: June 1, 2017

TO: The Dalles Mayor, The Dalles Chief of Police, Wasco County Commissioners

FROM: Debby Jones, 541-506-2673

Each year YouthThink conducts a campaign called "Parent Who Host Lose the Most." In the paragraphs below, we have listed the concept of the campaign. YouthThink Prevention Specialist Debby Jones, along with Wasco County Youth Services Director, Molly Rogers have prepared a Proclamation, attached, for designating a period for "Parents Who Host Lose the Most" to add support and awareness to the problem of underage drinking. This proclamation coincides with other marketing efforts like yard signs for businesses and residents, Facebook posts, Papa Murphy's packaging, radio commercials and PSAs, plus a variety of other methods. The program also provides many opportunities for law enforcement to partner with other community leaders to communicate clear community standards related to underage drinking. Your support is critical. We would like to meet on Friday, June 10 am, at City Hall for the signing and photo Op for the Chronicle. Does this work with your schedules?

PARENTS WHO HOST LOSE THE MOST

Change Community Norms so high risk and illegal use of alcohol, tobacco, and other drugs are not acceptable.

• **Parents Who Host, Lose the Most: Don't be a party to teenage drinking** strives to create consistent parental and community norms that underage drinking is not only illegal but is unsafe, unhealthy and unacceptable.

Decrease Access and Availability of alcohol, tobacco, and other drugs.

By increasing parental awareness and understanding of the health, safety and legal consequences of allowing underage drinking, *Parents Who Host, Lose the Most: Don't be a party to teenage drinking* reduces the number of parents who allow underage drinking on their premises and property, which decreases underage access to alcohol.

Address Policy and Enforcement.

• It is important for communities to consistently review the appropriateness and sufficiency of existing laws and policies related to alcohol, tobacco, and other drugs.





Proclamation of Wasco County, Oregon June 2017

- **WHEREAS,** adults who provide alcohol to those under the legal drinking age of 21 are placing those youth at risk for health, safety, and legal problems, and
- **WHEREAS,** alcohol use by young people is dangerous, not only because of the risks associated with acute impairment, but also because of the threat to their long-term development and well-being, and
- **WHEREAS,** it is illegal to give or allow your teen's friends to drink alcohol in your home, even with their parents' permission, and
- WHEREAS, anyone found guilty of providing alcohol to youth can face up to a \$1,000 fine and twelve months in jail, in addition to any civil action that can <u>be brought</u> as a result of damages or injury related to the offense, and
- **WHEREAS,** adults have the authority and responsibility to our youth to provide them with alternative opportunities by creating alcohol-free activities, and
- **WHEREAS,** YouthThink and the Drug-Free Action Alliance, through the "Parents Who Host, Lose The Most: Don't be a party to teenage drinking" campaign provides the educational materials to raise community awareness regarding this illegal and unhealthy practice, and
- **WHEREAS,** the City of The Dalles encourages residents to refuse to provide alcoholic beverages to underage youth and to take the necessary steps to discourage the illegal and unhealthy practice, including the reporting of underage drinking by calling their local police, and
- WHEREAS, be it resolved that the city of The Dalles not only discourages the use of alcohol by those under the legal age of consumption but also exhorts all residents of The Dalles to refuse to provide alcoholic beverages to those underage youth, and will continue to take the necessary steps to discourage this illegal and unhealthy activity.

NOW, THEREFORE, I, Rod Runyon, Scott Hege and Steve Kramer as Wasco County Board of Commissioners, do <u>hereby</u> proclaim, June 2017, to be; Parents Who Host, Lose The Most: Don't be a party to teenage drinking month.

In witness whereof I have set my hand and caused the seal of Wasco County, Oregon to be affixed, this <u>7th</u> day of June, 2017.

Rod Runyon, Chair

Scott Hege

Steve Kramer

Agenda Item 2017/2018 Strategic Plan & Summit Notes

- 2017/2018 Strategic Plan
- 2017 Strategic Planning Summit Notes

STRATEGIC PLAN

2017-2018





Pioneering pathways to prosperity

MANAGEMENT AND OPERATIONS TEAMS | APRIL 2017

Executive Summary

Wasco County held a 3-day strategic summit and leadership development session in early March, 2017 to review the 2016 Strategic Plan goals/outcomes, and to look at next steps for improving our County culture. The summit was built around three main topics: The Year in Review, Moving Our Work to the Next Level, and 100% Love Today and Tomorrow. By looking at the past and the present, the summit sessions helped to shape the future actions encompassed in this year's Strategic Plan.

2016 was a busy year! The benefits of last year's summit were evident in the achievements of an integrated Wasco County government:

- New Vision, Mission and Core Values statements
- New unified logo and branding
- Roll out of the 100% Love culture
- Department Strategic Plans that support the County-wide plan and move Wasco County towards a prosperous future
- A new web site with enhanced information and transparency
- Increased speaking engagements and public presentations by departments to highlight the good work being done in the County
- Addressed and remedied audit findings associated with Finance department restructure.
- Implemented expanded monthly financial reporting and analysis
- Significant progress on the Mid-Columbia Center for Living block grant
- Significant progress on ORMAP re-mapping project
- Development of a 5-year financial plan and structured budget process

Perhaps most significantly, the summit sessions revealed additional benefits that have seen in the past year from implementing the culture and strategic plan:

- Positive energy
- Confidence in staff
- Support
- Positive attitude
- Interpersonal relationships across departments
- Trust
- Fully staffed
- Cohesive
- Engaged

- New ideas
- Expansion of last year's work
- Resiliency (snow removal)
- Building relationships
- Celebrate each other
- Response to needs
- Pride
- Professionalism
- Embracing change
- Connected

The upcoming year will continue to build out our efforts with strategic planning. Having addressed culture, strategic planning (at both the department and county level) and professional development, next steps will incorporate uniting these areas. For instance:

- Department and organizational plans will be more directly linked
- Culture is continually maintained and taught so momentum is not lost
- Professional development learning concepts are put to work within the organization

Re-envisioning County Government

A key goal for Wasco County employees is to redefine how the County serves citizens. Previously, Wasco County has been a government agency where each office operated as a "silo" – standing separate and apart from each other rather than working as an integrated service provider. One of the most gratifying achievements the past year has been to become an integrated organization, working together in a way that re-energizes how government can serve the people.

Imagine a re-envisioned Wasco County Government. What is possible for our County and the people we serve, working as a unified county service provider?

- Efficiency
- One county not divided
- Trust
- Fun
- Collaboration

- Transparent
- Leaders
- Accountable
- Being Heard/Understood
- Innovative

CREATING A CLIMATE WHERE TRUTH IS HEARD

The Wasco County management team will promote safety in communication – to create understanding and trust among the team that ideas/discussions will be done without censure or repercussions. This allows for open and honest feedback.

Our team will use four simple practices to create "a climate where truth is heard." They include:

- Lead with questions, not answers. This approach centers on asking questions instead of giving answers. It means asking why until something is fully understood. "It means having the humility to grasp the fact that you do not yet understand enough to have the answers and then to ask the questions that will lead to the best possible insights".
- 2. **Engage in dialogue and debate, not coercion.** This is a process of intense dialogue and debate. This is not about having a predetermined decision and allowing people to say their piece, and then moving forward with the decision. It is a search for the best answer.
- 3. **Conduct autopsies, without blame.** This is a process of having good debate without blame for bad decisions or mistakes. It forces the group to understand what went wrong and learn from the mistake so that it does not happen again.
- 4. **Build "red flag" mechanisms.** This process is about raising the red flag when the information is "information that cannot be ignored". It is a real-time mechanism to stop the process, discussion, or program and focus it into a discussion about information that cannot be ignored.

A year ago, Wasco County created a "Safety Net" – a set of guidelines each person agrees to follow so they have the room to speak freely, ensure candor, inspire heated and productive dialog, make good decisions and – at the end of the discussion – stand behind the decision as if it was your own. This safety net continues to be used, and was updated after this year's summit.

What do we personally need to respectfully say whatever needs to be said for the success of the team? How can we incorporate the four practices above into how our team communicates and interacts?

- Active listening with grace
- Don't finish someone's sentences
- Question for clarification
- Held harmless for questions/opinions
- Don't hold "it" against me
- Civil, Professionalism + Respect

- No bad ideas
- Diplomacy without anger, etc.
- No interruptions
- Trusting
- Have fun together

"IT'S ALL INVENTED" – STEREOTYPES

A year ago, Wasco County identified the stereotypes we're working under that limit our possibilities. While we have made some progress, it will take a unified effort of public outreach if we are going to see any marked change in these stereotypes. Citizens typically see what is in front of them at any given time, such as a road paving project or a sheriff's patrol. Highlighting and promoting the myriad of additional services performed behind the scenes will take a significant information sharing and teaching effort.

External Stereotype Goal: Shift to *"The County is here to fairly serve citizens with honest presentation"*

While internally the team feels progress has been made (3-4 out of 5 rating), we think citizens would likely give us an average rating. In a citizen survey conducted at the end of 2016, three questions were asked about our vision, our mission, and our core values. A sampling of responses is below:

Vision Responses: What does Pioneering Pathways to Prosperity mean to you?

"Being unique and different and taking chances to be successful while maintaining a high standard of excellence." – The Dalles

"Looking outside the box when considering proposals that could improve the economic base of the county, especially in rural areas..." – Maupin

"Providing free access to information, maintaining county infrastructure." – Shaniko

"Pioneering means doing something that hasn't been done before. The County is looking for new ways to offer important services, and is also examining what new services the community may need as we all move into the future together." – Mosier

"The term has absolutely no significance to me or the City of Antelope as the county provides us with so close to nothing that the concept of 'services' is an oxymoron," – Antelope

Mission Responses: In what ways can we work with you to help achieve community goals to prosper?

"Hold community forums, suggestion box and keep an open line of communication." – The Dalles

"Strive to have a more open and inclusive process. Don't pick needless battles." - The Dalles

"Continue to listen to goals and complaints. Help our fire department any way you can!!" - Shaniko

"The County Economic Development Commission has been outstanding in assisting us to achieve our goals. We look forward to more of the same types of expertise and assistance." – Maupin

"The Town Halls are an excellent way to reach out to the smaller communities – Mosier residents have appreciated those...Establishing relationships is the most important thing that we can do to create a resilient community. I would like to see the County offer more opportunities that bring us all in the same room working together." – Mosier

"I'd have to say: Stop charging us for doing nothing." -- Antelope

Core Value Responses: Over the past year, have you seen improvements in your experience when working with County staff? How might we improve that experience?"

"Personally, I see this in action and it's having a positive impact. Keep it up – I hope it catches on fire!" – The Dalles

"We have seen improvements in working directly with the Sheriff's Office, the Clerk's Office and our County Commissioners. We would like to improve our work with the Code Compliance Officer to create a smooth method for handling ordinance violations within the city." – Maupin

"Training opportunities: the County Emergency Manager organized a preparedness class and invited all of the county partners to attend. It was a great class and gave many different representatives...a chance to get to know each other and work together." – Mosier

"In general it would be nice if Antelope, and the southeast corner of the County in general, were given the same amount of attention as the rest of the domain. There is a very real image that the county sort of ends at Maupin..." -- Antelope

Internal Stereotype Goal: Shift to "100% Love Culture"

Much work has been done over the past year to build upon the initial concept of 100% Love. This approach needs a renewed and focused effort to keep it front and center. Departments that are not 100% committed will have to double up on efforts to bring employees into the fold. Additional effort by involving employees in cross-functional teams and other decision making opportunities will continue to reap rewards. Making 100% Love a priority in our performance standards will continue to build these values within the organization. As said in *Built on Values*, a culture can't be created from the top down. Only the environment can be created where a culture

can grow and the type of environment will determine what type of culture grows – good or bad. A focused initiative needs to continue around creating a positive environment for culture to grow.

"GIVING THE A"

The concept behind "Giving an A" is to envision a successful future, and then actively describe what actions we take to achieve that future. By describing where we want to go, we can spend our time in achieving it. A year ago, the team developed a list of what a great management team looks like. Here is the breakdown of how we feel we did on achieving that grade.

Made the Grade

- Celebrating successes
- Telling the story
- Supporting each other
- Breaking down silos

Passing Grade

- Supporting organizational initiatives
- Conducting "autopsies without blame"
- Promoting the county
- Building trust
- Managing the work
- Communication across departments
- Developing our department teams
- Developing systems/processes to support culture
- Embracing 100% Love culture

NEEDS IMPROVEMENT

- Cross-training employees
- Seeking community partnerships

VISION, MISSION, VALUES

Our vision, mission and core values were developed a year ago, providing a "North Star" for how we serve the citizens of Wasco County. These principles guide our daily decisions and actions.

VISION

Pioneering pathways to prosperity

MISSION

Partner with our citizens to proactively meet their needs and create opportunities

CORE VALUES

- Embody the 100% Love culture
- Relationships are primary
- Do the right thing, even when no one is watching

Moving Our Work to the Next Level

STRATEGIC EFFORTS – 2016 IN REVIEW

Part of evaluating how we did as a management team includes looking back and doing "Autopsies Without Blame." In looking at 2016 and how we did, several key items emerged as identified below. The thing that stood out the most in all three categories is that we did not have enough time or bandwidth to be able to accomplish these tasks and as a result it was overwhelming to our management staff. In discussing these items some of the strategies that we can use to mitigate were identified as using cross functional teams to a larger extent and to work on being more realistic about what we set out to accomplish.

INDIVIDUAL		
WHAT WORKED – KEY THEMES	WHAT DIDN'T WORK – KEY THEMES	
 Framework "Map" 	Overwhelming	
Kept us on task	Not enough time	
Teamwork – discussion	Vague	
A plan was developed	Not fully involved in process	
 SPECIFIC PARTICIPANT POST-ITS We finally made a Strategic Plan 	 SPECIFIC PARTICIPANT POST-ITS Overly general – lacked a longer range view 	
 Guide was a great map to the process There is a framework we are all following 	 Matching to organization – goals were difficult as organization goals were too specific 	
Kept me on task	• Too much	
Vision, mission, values	A bit vague	
Sense of cohesiveness	• Pathways	
The planning process worked	 Overwhelming – too much information 	
• Direction	I wasn't here last year so I cannot answer this	
 Enjoyed working with staff to create a plan 	Lack of clear understanding of process	
Working together with others to develop a plan	Too much on plate	
	• Not a part of the process – reviewed as a team 1 st	

Parameters	day on the job
Felt input was receivedTeam buildingSupport peers	 Not enough time to get everything done on top of job
 There was a ton of great discussion with staff about culture Improved citizen interaction 	

TEAM/DEPARTMENT		
WHAT WORKED – KEY THEMES	WHAT DIDN'T WORK – KEY THEMES	
 Framework – direction 	 Not enough buy in 	
• Buy in – fun	More time	
Working with team	Connecting to County plan	
Identifying gaps	Varied levels of interest	
 Taking time to talk about future and plan 	 Not enough interest in details 	
Team support		
Sense of County		
 SPECIFIC PARTICIPANT POST-ITS Working with team to discuss plans was very effective 	 SPECIFIC PARTICIPANT POST-ITS Didn't get to review strategic plan before it went into effect for my department 	
Identified needs	 Not having more meetings with my team 	
• Energy, constructive, built trust	Not enough buy in	
Explaining the plan to the employees	Department vision statement	
Making it funIdentified the right people to get on the bus	 We didn't give a clear plan/process and how we wanted to do it 	
 Blocking out and taking time to develop plan 	Was not overly interested in the details	
Buy in to discussion	 Didn't get full buy in to 100% love 	
Department head kicking it off	 Not knowing expectation of detail level 	
We had a framework to follow	Some of the team exercises	
Talking about it regularly	 Haven't moved onto implementing tasks consistently 	
 We all had opportunity to comment- whether we took it or not 	Little direction	
 Good team building/idea generation 	 Staff had varied levels of interest and participation 	
	 Confusing on how it relates to County plan 	

 Last effective team meeting 	 Difficult for the team to embrace it all
 Clear direction of how we fit into the bigger picture 	 How to tie into County not clear
Sense of County	
• We uncovered area where we weren't consistent	
 The team supported the concept 	

COUNTY–WIDE		
WHAT WORKED – KEY THEMES	WHAT DIDN'T WORK – KEY THEMES	
 Team – sense of bringing us together 	Took on too much	
Framework developed	Overwhelming	
Broke down silos	 Lacking bandwidth 	
	 Not all having same background information 	
	Some were too narrow	
	 Tying resources to plan "capacity" 	
 SPECIFIC PARTICIPANT POST-ITS Doing plans seemed to create a more cohesive group management-wise 	 SPECIFIC PARTICIPANT POST-ITS Not having enough time to collaborate more on the plans 	
Communication – safety net, friendships	 Lack of follow-up, lost some momentum 	
 Motivated management 	 Community outreach could be improved 	
Empowered relationships, broke down silos	 We took on too much and ran out of time, couldn't 	
• We developed the framework for the plan	measure our progress	
• No or few silos – we are working together	 It felt overwhelming 	
Framework for department goals	Made some people feel left out	
Brought departments together	Public outreach plan, PIO	
• We got a ton of work done on vision, culture,	 Not enough bandwidth to make progress on all fronts 	
plan creation	 Was top-down rather than time for bottom-up 	
We have a framework	• Too big	
 Teamwork in developing plan 	 Some County goals seemed more like department 	
Perspective	goals	
Clear sense of direction	Bit off too much	
 Great steps for growth moving forward as an 	 No human resources identified to accomplish plan 	
organization	 Man power vs tasks out of balance 	
	 Only looking at what was talked about during retreat 	

 Message wasn't clearly conveyed – what does this mean? Where are we headed?

2.5 | SWOTT ANALYSIS (Strengths, Weaknesses, Opportunities, Threats and Trends)

In this session, participants reviewed and rated the SWOTT analysis from 2016 to see if these items are still relevant. It should be noted that Strengths and Weaknesses are things County government can control because they are internal to our team. Opportunities, Threats and Trends are items that are external to County control but impact our ability to serve citizens. Overall, the group did well in addressing several areas and moving the dial. We still have many areas to work on acknowledging that it is a slow process to make change, especially change that is external to the County.

A rating scale of thumbs-up, thumbs-down (or neutral) was used.

STRENGTHS (INTERNAL)

	UP	NEUTRAL	DOWN
Solve problems	13	0	0
Listening	11	6	0
High road	4	9	3
Extra step	15	2	0
Stay positive	8	10	0
Truth and honesty	6	9	0
Respectful	19	3	0
Energy and excitement	16	3	0
Understanding	11	11	0
Open doors	2	16	1
Educating	0	20	1
Possibility	9	10	1
Taking time	13	8	0
Caring	17	2	0
Accountability	10	10	1
Serving in first language	0	13	8
Keeping things light	17	3	0

WEAKNESSES (INTERNAL)

	STILL WEAK	NOT WEAK
Organization	15	0
Communication	15	4
Time management	18	0

Understanding and coordinating	4	14
Public perception	19	0
Financial stability	9	4
Citizen trust	4	11
Employee trust	13	5

OPPORTUNITIES (EXTERNAL)

	UP	DOWN
10 th Street Property	11	0
ORMAP and 911	12	1
Community	11	1
Attract companies and residents	9	7

THREATS (EXTERNAL)

	UP	DOWN
Lack of living wage employer	22	0
Extension of funding for roads	23	0
Natural disasters	22	0
Poverty	17	5

TRENDS (EXTERNAL)

	UP	DOWN
Infrastructure is deteriorating	19	
Economic development	20	
Changing workforces	14	
Transparency	19	

2017 SWOTT ANALYSIS

The additions to the list for 2017 are below.

STRENGTHS

- Experienced workforce
- New folks different experience
- Communication
- Hire well
- Proactive
- Rebranding
- Internal communication

- Culture
- Pulling in the same direction
- Embrace technology
- Resolve
- Innovation
- Fresh ideas
- Dedication

Loyalty

WEAKNESSES

- Inexperienced staff
- Communication
- Staff changes
- Knowledge transfer
- Retention
- Outdated policies and procedures
- Time management
- **OPPORTUNITIES**
 - Technology solutions
 - Citizen education
 - Build on trauma informed care
 - Livability of the gorge
 - Partnership and collaboration with other organizations and counties
 - New park and rec district unifying north and south
 - State transportation legislation
 - Citizen feedback
 - Citizen buy in for projects
 - Participation in associations
 - A new high school

THREATS

- · Livability and its impact on its retention of emkployees
- State and federal regulations, financial reports and legislations
- National economy political volatility
- PERS
- Push for big data
- New demands on infrastructure (marijuana)
- Lack of housing
- Retail marijuana

- Capacity
- Bottle necks
- Jargon
- Tech challenged
- Second language
- Self promotion

- Aging population
- Shared governments IGAs

TRENDS

- · Positive view of county government by citizens
- New generation of customers that expect instant gratification

BOTTLENECKS

- Information systems and services
- Finance
- Commissioners and Admin
- Facilities
- Sheriff's Offices

PROCESS IMPROVEMENT INITIATIVE: EXTREME GOVERNMENT MAKEOVER

Extreme Government Makeover by Ken Miller was one of two required readings for 2017. The concepts in the book revolve around why government is "broken" and what can be done to fix it – in essence, how to "straighten the twisted, gummed up pipes" of government.

Given the amount of material to cover, Wasco County has made this a strategic initiative for the upcoming year to learn and incorporate process improvement techniques. This will improve efficiencies, make better use of resources, and free up time for personal service with citizens.

LINKING DEPARTMENTAL STRATEGIC PLANS TO THE ORGANIZATIONAL STRATEGIC PLAN

Each department at the County created their own strategic plan to guide actions that support achieving the County plan, as well as serving citizens on a daily basis. Prior to the summit, all department plans were collated and handed out so they could be reviewed.

In this session, the top three major goals for each department were put on a large sheet, and each department gave a brief description of them. Then each department looked at their own strategic plan, and wrote on a small sticky pad what help would be needed from another team to achieve their goals – for instance, the Clerk's Office would need help from Information Systems to implement their new ballot tabulation system for the May election. These smaller sticky notes were then placed on the large goal sheet of the department they would need help from to achieve their goal.

This exercise provided a visual way of determining where the "bottlenecks" might occur, and where additional resources might be needed. This was a very visual reminder for most participants how significantly we rely on each other to achieve our departmental objectives. Additionally, the exercise allowed us to visually see where we were

going to need to assign resources in the upcoming budget session. A summary of these findings is available in Appendix 2.6 of the *Strategic Summit Session Notes*.

REVIEW AND UPDATE OF STRATEGIC PLAN ACTIONS AND OUTCOMES

Wasco County has seven "external" pathways that are critical to achieving the vision of a prosperous Wasco County. The Key Organizational Actions and Intended Outcomes listed below have been identified as the top priorities for our strategic plan. They have been updated from 2016 and incorporate new actions for 2017-18.

PATHWAY 1: TECHNOLOGY

Strategy Statement: To use technology to leverage new and existing service delivery methods while creating efficiencies in our work product. To promote the use of technology to better connect and communicate with people.

Directional Statements:

- The county will work on implementing the use of technology to provide integrated services.
- Through technology, make Wasco County government more transparent.
- Initiate ways of using technology to allow the public to better communicate with the County.
- Promote the services available through Wasco County.
- Use technology to move from being a paper-based organization
- Open data initiative

Key Organizational Actions and Intended Outcomes

Action	Baseline	Intended Outcome	Target for Completion	Convener	BOCC Support
1.1 Create a plan for transitioning public records associated with a specific piece of property available through the County GIS map	Web map	Connect existing systems to web map	2 years to have plan developed (requested by BOCC)	Paul Ferguson	
1.2 Develop guidelines around continuing to add content to the web site and what is outstanding	Our new site	Updated content, enhanced information	1 year	Lisa Gambee	What does the public need/want
1.3 Develop a plan for a coordinated presence on social media	Free for all	Policy, Procedure & Guidelines, Branding		Juston Huffman	Tweet it. Share it

PATHWAY 2: CUSTOMER SERVICE

Strategy Statement: Guide customers with exceptional service to meet their needs or create opportunities.

Directional Statements:

- Actively seek feedback on needs and issues and take appropriate action. Go beyond expectations whenever possible.
- Work on innovative ways to enhance the customer experience with the County.
- Work with partners when we cannot do it ourselves.
- Be responsive, respectful and timely in meeting our customers' needs.

Key Organizational Actions and Intended Outcomes

Action	Baseline	Intended Outcome	Target for Completion	Convener	BOCC Support
2.1 Determine and create a Citizen Portal - how we serve citizens online	Email, phone, website	Interactive request system available	3-5 years	Andrew Burke	
2.2 Roll out the County Strategic Plan and 100% Love Culture to Partner Agencies	Some partners	Roll out to government partners, agencies, etc.	1 year	Tyler Stone	

PATHWAY 3: INFRASTRUCTURE & RESOURCES (EQUIPMENT, FACILITIES, ROADS, LANDS)

Strategy Statement: Strive to improve our infrastructure through preventative and remedial maintenance and capital improvements.

Directional Statements:

- Categorize and maintain an inventory and plan of replacement for all assets.
- Work to develop alternate or innovative methods of maintenance that result in extended life, and work
 efficiency.
- Regularly invest in capital projects that enhance Wasco County.
- Leverage existing dollars through grants or other funded programs.
- Build capital reserve fund(s) to address long-term needs.

Action	Baseline	Intended Outcome	Target for Completion	Convener	BOCC Support
3.1 Mid-Columbia Center for Living Building (not a County building but have to oversee the project)	Out for bid	20,000 sq ft building	2 years	Kathy White	
3.2 County-Owned Lands Amory, Foreclosures, Orphan Lots	Team Formed, Policy Created	Highest and best use, plus sales	1-3 years	Jill Amery	
3.3 Capital Improvement Plan	Identified potential projects	Work with cross- functional team to understand needs and develop County-wide plan	1 years	Mike Middleton	
3.4 Comprehensive Land Use Plan	Approved by State for Voluntary Periodic Review	Updated plan that addresses current and future need	3-4 years	Angie Brewer	
3.5 Remapping County for ORMAP	5% Compliance	100% Compliance	5 years	Brad Cross	
3.6 Long-range County Physical Space Needs Assessment	Team formed	Plan for space needs	1-2 years	Jill Amery	

Key Organizational Actions and Intended Outcomes

PATHWAY 4: COMMUNICATION

Strategy Statement: Actively communicate to promote the vision, mission and values of Wasco County.

Directional Statements:

- Communication with the public in a manner that informs and provides transparency
- Develop and roll out external communication methods to the public that educate and give the public opportunities for feedback about the service that we provide.
- Use our technology to engage citizens in dialog to become an active participant in County Government.
- Communicate the right information to the right people at the right time.

Key Organizational Actions and Intended Outcomes

Action	Baseline	Intended Outcome	Target for Completion	Convener	BOCC Support
4.1 Implementation of County branding	Logo, templates, etc	Full implementation of all County materials	1 year	Lisa Gambee	
4.2 Public Outreach Plan	Strategic Plan is available on website. Presentations have been done.	Plan that identifies public outreach opportunities for the County	1 year	Tyler Stone	Yes
4.3 Unified Legislative Messaging	Bills we are tracking have been sent to the BOCC	Creation a unified response mechanism for legislative initiatives	6 months	Steve Kramer	
4.4 Commissioner/Dept. Communication	Integrate staff and BOCC	More cohesive organization		Tyler Stone	

PATHWAY 5: FINANCIAL HEALTH

Strategy Statement: Work to achieve financial sustainability through both innovative and responsible efforts to manage the resources that are available.

Directional Statements:

• Budgeting will be done with a realistic approach to assigning resources.

- Identify funding streams that will help supplement traditional revenue.
- Evaluate and prioritize programs through cost benefit analysis.
- Regular fiscal monitoring and reporting for all departments.
- Develop long term budget strategies.
- Ensure safeguards are established to provide financial health.

Key Organizational Actions and Intended Outcomes⁺

Action	Baseline	Intended Outcome	Target for Completion	Convener	BOCC Support
5.1 Grant Policy	All departments have varying processes	Consistent process across all departments; full cost of the grant considered	July 2018	Siri Olson	
5.2 Revise Eden Use/Structure	Training is not formalized, structures are inconsistent, system not always trusted so manual process used also	Increased trust of Eden, elimination of unnecessary processes, standardized training, Revise structure, improve reporting	July 2018 and ongoing	Mike Middleton	
5.3 Long-Range Threat Assessment	Minimal	Identify potential financial threats and potential solutions	Ongoing	Mike Middleton	

PATHWAY 6: SAFETY

Strategy Statement: Maintain and promote the safety and well-being of citizens and employees.

Directional Statements:

- Provide safety for the public through service delivery, policy, and practices.
- Promote and encourage safety through prevention and education.

Action	Baseline	Intended Outcome	Target for Completion	Convener	BOCC Support
6.1 County Safety Plan	Committee established	Unified County program to comply with OSHA requirements	1-2 year	Marci Beebe/Jeff McCall	
6.2 Natural Hazard Mitigation Plan	2012 Plan	Update to reflect current needs	December 31, 2017	Will Smith	

Key Organizational Actions and Intended Outcomes

PATHWAY 7: ORGANIZATIONAL DEVELOPMENT

Strategy Statement: Develop a framework that invests in our employees to achieve both organizational improvements and stability.

Directional Statements:

- Develop and implement initiatives that model the desired beliefs, attitudes and values of the organization
- Invest in training to expand the existing skill base and develop the next generation of leaders
- Review and revise County policies and procedures to have a consistent framework that is up-to-date and available to use in an efficient manner
- Create an environment where active participation is encouraged at all levels and employees can engage in the success of the County

Action	Baseline	Intended Outcome	Target for Completion	Convener	BOCC Support
7.1 Updated County Policies (Nichole)	Made some progress	Framework for all County Policies	1 year	Nichole Biechler	
7.2 Training: CIS, Identify cross- training opportunities between and within departments/with	Plan created	Consistent and active participatio	6 months	Lisa Gambee	

Key Organizational Actions and Intended Outcomes

partner agencies, Sanctuary		n			
7.3 Staff Succession/Retention Plan	Budgetary plan	Plan w/guideline s and metrics in place	1 year	Nichole Biechler	
7.4 Shared Service Opportunity Evaluation – review of IGAs	Some exploration	Assessment	Ongoing	Scott Hege	Yes
7.5 Process Improvement: Extreme Government Makeover	None	Key concepts taught throughout the organization	6-months	Each Department Director	

Projects that have no immediate home: Q-Life. Most likely would be under Shared Services.

Adopted this 7th Day of June, 2017.

WASCO COUNTY BOARD OF COMMISSIONERS

Rod L. Runyon, Commission Chair

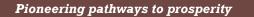
Steven D. Kramer, Commission Vice-Chair

Scott C. Hege, County Commissioner

STRATEGIC SUMMIT

SESSION NOTES





MANAGEMENT AND OPERATIONS TEAMS | APRIL 2017

BACKGROUND

Wasco County held a 3-day strategic summit and leadership development session in early March, 2017 to review the 2016 Strategic Plan goals/outcomes, and to look at next steps for improving our County culture. The summit was built around three main topics: The Year in Review, Moving Our Work to the Next Level, and 100% Love Today and Tomorrow. By looking at the past and the present, the summit would guide our future actions for serving the citizens of Wasco County.

The "pre-goals" for the summit included:

- Moving Wasco County forward
- Familiarity with where we are going and where we are at
- Supporting the Wasco County family
- Communication
- Being a better leader
- County culture and implementing

The summit sessions were also structured to provide management development and training – including assigned reading from last year, plus two new books, *Extreme Government Makeover* and *Built on Values*. Participants were required to facilitate sessions, and contribute to learning the concepts from these books.

Most of the sections below have a corresponding appendix with additional explanations and background materials for further details. These have been numbered for corresponding reference in the appendix.

Part One: The Year in Review

1.2 | CREATING A CLIMATE WHERE TRUTH IS HEARD

The Wasco County management team will promote safety in communication – to create understanding and trust among the team that ideas/discussions will be done without censure or repercussions. This allows for open and honest feedback.

Our team will use four simple practices to create "a climate where truth is heard." They include:

- 1. Lead with questions, not answers. This approach centers on asking questions instead of giving answers. It means asking why until something is fully understood. "It means having the humility to grasp the fact that you do not yet understand enough to have the answers and then to ask the questions that will lead to the best possible insights".
- 2. **Engage in dialogue and debate, not coercion.** This is a process of intense dialogue and debate. This is not about having a predetermined decision and allowing people to say their piece, and then moving forward with the decision. It is a search for the best answer.

- 3. **Conduct autopsies, without blame.** This is a process of having good debate without blame for bad decisions or mistakes. It forces the group to understand what went wrong and learn from the mistake so that it does not happen again.
- 4. **Build "red flag" mechanisms.** This process is about raising the red flag when the information is "information that cannot be ignored". It is a real-time mechanism to stop the process, discussion, or program and focus it into a discussion about information that cannot be ignored.

1.2 | SAFETY AGREEMENT

Our team created a "Safety Net" – a set of guidelines each person agrees to follow so they have the room to speak freely, ensure candor, inspire heated and productive dialog, make good decisions and – at the end of the discussion – stand behind the decision as if it was your own.

What do we personally need to respectfully say whatever needs to be said for the success of the team? How can we incorporate the four practices above into how our team communicates and interacts?

- Active listening with grace
- Don't finish someone's sentences
- Question for clarification
- Held harmless for questions/opinions

New additions this year:

- Don't hold "it" against me
- Civil, Professionalism + Respect
- No bad ideas
- Diplomacy without anger, etc.
- No interruptions
- Trusting
- Have fun together

1.4 | DESIRED OUTCOMES

As a group, participants shared what they hoped to get out of the summit:

- New participants feel invested in the process
- Dig deeper
- Measureable outcomes
- Deeper cohesiveness

- Get to know everyone better
- Continue culture push
- Learn something new
- Rejuvenate enthusiasm
- Admin group/self- evaluation tie out take to next level
- Listen/learn
- Tie strategic planning to daily operations and apply to our departments
- Commit to change
- Be realistic
- Letting leads, lead agreement
- Next step in culture
- Start working the strategic plan
- Strategic plan implemented and used for budget

1.5 | 2016 Year in Review

A slide show presenting the top achievements of each team was shown, plus the participants discussed additional benefits they have seen in the past year from implementing the culture and strategic plan:

- Positive energy
- Confidence in staff
- Support
- SWPRD formation boat ramp issue
- Positive attitude
- Interpersonal relationships across departments
- Trust
- Fully staffed
- Awards banquet biggest response ever
- Cohesive
- Engaged
- Ideas
- Expansion of last year's work

- Adding staff
- Website
- Adding data person
- Resiliency (snow removal)
- Building relationships
- Celebrate each other
- Citizens surveys; using them against us is a sign of recognition
- Response to needs
- Pride
- Professionalism
- Embracing change
- Connected
- Support

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1.6 | CONDUCTING AUTOPIES WITHOUT BLAME

"Autopsies Without Blame" – a concept from *Good to Great* – is a process of having good debate without blame for bad decisions or mistakes. It forces the group to understand what went wrong and learn from the mistake so it does not happen again. The concepts behind how to conduct an autopsy were reviewed so they could be applied to the subsequent sessions:

- Learn from mistakes
- Seek input from others
- Foster collegiality
- Foster improvement
- Improve teamwork
- Foster commitment
- Employ fixing the problem opposed to affixing the blame
 - o Examine the mistakes, no excuses
 - o Don't put others on the defensive
 - o Don't sweep mistakes under the rug
- Get some space/neutral environment
- Show respect, make a U-turn when required
- Use "I" language
- Take responsibility for the future
- Seek better understanding and learning

1.7 | AUTOPSY #1: "It's all Invented"

A year ago, Wasco County identified the stereotypes we're working under that limit our possibilities (see below). Participants were asked to rate our success on changing these stereotypes. Using a "Fist to 5" technique (5 fingers for the highest rating, down to a fist for the lowest rating), the group weighed in on how rated ourselves, and then how we think citizens/employees would rate us.

STEREOTYPES

Shift to "The County is here to fairly serve citizens with honest presentation":

	How We Rate Ourselves	How We Think Citizens Would Rate Us
5 fingers	0	0
4 fingers	11	0
3 fingers	6	10
2 fingers	0	5
Fist	0	0

Shift to 100% Love Culture:

	How We Rate Ourselves	How We Think Employees Would Rate Us
5 fingers	2	
4 fingers	8	
3 fingers	5	This discussion was conducted in Part 3
2 fingers	1	
Fist	0	

1.8 | AUTOPSY #2: "Giving the A"

A year ago, the team developed a list of what a great management team looks like. Participants rated our success in achieving the "A". Ratings were based on a thumbs up, thumbs down, or neutral rating scale. The top rating in each category has been highlighted.

	UP	NEUTRAL	DOWN
Cross training employees	3	11	12
Support organizational initiatives	3	21	2
Celebrate successes	18	6	0
Autopsies without blame	3	21	0
Seek community partnerships	4	8	14
Tell the story	13	7	2
Promote the county	6	14	4
Build trust	3	17	3
Manage the work	0	15	7
Communication across departments	11	12	1
Support of each other	21	5	0
Breaking down silos	18	7	0
Developing our department teams	7	17	1
Developing systems/processes to support culture	6	9	7
Embracing 100% Love culture	7	20	0

1.9 | AUTOPSY #3: "First Who, Then What"

This autopsy reviewed how we did as a management team implementing various concepts from *Good to Great* about having the right employees in our organization. A similar concept was discussed in *Extreme Government Makeover*. For more background on the concepts, see Appendix 1.9: "First Who, Then What," and "Really Bad Apples."

"Who got off the bus and why?"

- New culture
 - o No buy-in from certain employees
 - o Offended that we would change the status quo

- o Intrusive makes people uncomfortable
- Accountability
 - o Expectations were defined and some were unable to or did not want to meet them
- Couldn't meet the demands
 - Skill set Some do not have the necessary skills
 - Motivation Did not want to embrace the new culture

"Are there still people on the bus that shouldn't be, and why?"

- Easier not to deal with the conflict of trying to make someone change
- Not best fit We could have done a better job in recruitment and selection
- Not in line with culture need to work on moving them off the bus or invest in employee development
- No paper trail have not documented issues enough to be able to take corrective action
- Lack of honest reviews don't want to hurt employee's feelings. Easier to have the conversation if only
 focused on good performance.
- Lacking communication throughout the year on performance and expectations

"Who never made it onto the bus and why?"

- Lacked the necessary skills to be successful in this work environment
- Looked good on paper but did not present well
- Didn't exemplify the new culture. Traits were present that would not fit will with the new culture.
- Workload pushed us to settle for a lesser candidate instead of waiting for the right candidate

"Where has moving someone to another seat worked or not worked?"

- Good person had the potential to be an "A player"
- Lack specific skill set for the seat that they occupied. Turned out to be a much better fit in a different role.
- Lack of desire/motivation in current role. Moving them gave them the opportunity to excel in another area

"What are the impacts of 'dragging the other 94% down'?"

- One really bad apple can create resentment and demoralize those who are performing well
- Saps department energy focus is on the problem employee instead of the things/ people that are working right

1.10 | Autopsy #4: Strategic Efforts

This session focused on what worked and didn't work in moving the strategic efforts of Wasco County forward. Participants rated from an Individual level, at the Team/Department level, and County-Wide.

INDIV	IDUAL
What worked – Key Themes	What didn't work – Key Themes
 Framework "Map" Kept us on task Teamwork – discussion A plan was developed 	 Overwhelming Not enough time Vague Not fully involved in process
 Specific participant post-its We finally made a Strategic Plan Guide was a great map to the process There is a framework we are all following Kept me on task Vision, mission, values Sense of cohesiveness The planning process worked Direction Enjoyed working with staff to create a plan Working together with others to develop a plan Parameters Felt input was received Team building Support peers There was a ton of great discussion with staff about culture Improved citizen interaction 	 Specific participant post-its Overly general – lacked a longer range view Matching to organization – goals were difficult as organization goals were too specific Too much A bit vague Pathways Overwhelming – too much information I wasn't here last year so I cannot answer this Lack of clear understanding of process Too much on plate Not a part of the process – reviewed as a team 1st day on the job Not enough time to get everything done on top of job

TEAM/DEPARTMENT	
What worked – Key Themes	What didn't work – Key Themes
Framework – direction	Not enough buy in
• Buy in – fun	More time
Working with team	Connecting to County plan
Identifying gaps	Varied levels of interest
 Taking time to talk about future and plan 	 Not enough interest in details
Team support	
Sense of County	

Specific participant post-its

- Working with team to discuss plans was very effective
- Identified needs
- Energy, constructive, built trust
- Explaining the plan to the employees
- Making it fun
- Identified the right people to get on the bus
- Blocking out and taking time to develop plan
- Buy in to discussion
- Department head kicking it off
- We had a framework to follow
- Talking about it regularly
- We all had opportunity to comment- whether we took it or not
- Good team building/idea generation
- Last effective team meeting
- Clear direction of how we fit into the bigger
 picture
- Sense of County
- We uncovered area where we weren't consistent
- The team supported the concept

Specific participant post-its

- Didn't get to review strategic plan before it went into effect for my department
- Not having more meetings with my team
- Not enough buy in
- Department vision statement
- We didn't give a clear plan/process and how we wanted to do it
- Was not overly interested in the details
- Didn't get full buy in to 100% love
- Not knowing expectation of detail level
- Some of the team exercises
- Haven't moved onto implementing tasks consistently
- Little direction
- Staff had varied levels of interest and participation
- Confusing on how it relates to County plan
- Difficult for the team to embrace it all
- How to tie into County not clear

COUNTY-WIDE	
What worked – Key Themes	What didn't work – Key Themes
 Team – sense of bringing us together Framework developed Broke down silos 	 Took on too much Overwhelming Lacking bandwidth Not all having same background information Some were too narrow Tying resources to plan "capacity"
 Specific participant post-its Doing plans seemed to create a more cohesive group management-wise Communication – safety net, friendships Motivated management Empowered relationships, broke down silos We developed the framework for the plan No or few silos – we are working together Framework for department goals Brought departments together We got a ton of work done on vision, 	 Specific participant post-its Not having enough time to collaborate more on the plans Lack of follow-up, lost some momentum Community outreach could be improved We took on too much and ran out of time, couldn't measure our progress It felt overwhelming Made some people feel left out Public outreach plan, PIO Not enough bandwidth to make progress on all

 culture, plan creation We have a framework Teamwork in developing plan Perspective Clear sense of direction Great steps for growth moving forward as an organization 	 fronts Was top-down rather than time for bottom-up Too big Some County goals seemed more like department goals Bit off too much No human resources identified to accomplish plan Man power vs tasks out of balance Only looking at what was talked about during retreat Message wasn't clearly conveyed – what does this
	 Message wasn't clearly conveyed – what does this mean? Where are we headed?

1.11 | LET YOUR LEADS, LEAD

This session focused on what it means to break down the barriers in letting our operations staff step up and start leading, thereby allowing senior managers more time to focus on county-wide efforts. Additionally, we did a management skill assessment (see details in Appendix 1.11) to identify areas for improvement, such as Delegating Effectively.

BARRIERS

- Spending time as referee
- Ego
- Territorialism
- Technology (kinking the pipe)
- Lack of trust (level of confidence)
- Regulations
- Lack of capacity

- Too many projects
- Lack of knowledge
- Lack of training
- Adding new processes
- Don't want to let go of things we enjoy
- Prioritization
- Decision making

SOLUTIONS to IDENTIFIED BARRIERS

- Be willing to train others
- Give them a fish, feed them for a day. Teach them to fish, feed them for life.
- View mistakes as a learning opportunity
- Learn specific delegation skills
- Better understanding of time management
- Cross-training
- Begin with the end goal, let process be flexible
- Specific communication based on how the person needs it

- Develop relationships based on trust acknowledge communication styles
- Hire right, respect peoples skills
- Prioritize
- 5 "whys?"
- Straighten the pipe

1.12 | DELEGATION AND CROSS FUNCTIONAL TEAMS

In this section the group discussed an article on effective delegation, and a proposed framework for how we set up successful cross-functional teams in Wasco County. See Appendix 1.12 for details.

Part 2: Moving Our Work to the Next Level

2.2 | VISION, MISSION, VALUES

This session reviewed our vision, mission and core values that were developed a year ago, giving participants a greater insight into what they mean for serving the citizens of Wasco County (see Appendix 2.2 for details). The team felt these statements were still an excellent guideline and did not suggest any changes be made.

VISION

Pioneering pathways to prosperity

MISSION

Partner with our citizens to proactively meet their needs and create opportunities

CORE VALUES

- Embody the 100% Love culture
- Relationships are primary
- Do the right thing, even when no one is watching

2.3 | LINKING COMMISSIONER ACTIVITIES TO OPERATIONS

In this session, our County Commissioners discussed what activities they do on behalf of Wasco County, and how they see their role in its management. Then participants discussed what they felt they need from commissioners to be successful in meeting the goals of the County.

WHAT IS THE ROLE OF COUNTY COMMISSIONERS...

- Face of the county
- Partner
- Serve on boards and commissions
- Carry the voice of the people
- Gather us together to move forward
- Different perspective and passions
- Make decisions and spend money
- Judged by public and held accountable
- Move county wide initiatives such as county development

- Outreach and promotion of county
- Face and voice of county

...AND WHAT DO THE DEPARTMENTS NEED FROM THEM?

- Promote the County needs/message
- Take professional recommendation seriously
- You are the check and balance
- Help develop relationships and communication with citizens
- Eliminate "telephone game" communication
- Reality check with public
- More employee outreach/personal touch
- Use our VMV in decision making
- Tell us what the "global issues" are impacts, reasons behind decisions
- Avenue to access legislature
- Ask questions that citizens would ask
- Read packet on Friday
- Ask us your questions ahead of time so we can prepare
- Divide departments between Commissioners
- Trust your experts
- Communicate to departments what citizens are saying
- Stop by face time tell us what you're doing
- Staff need to give Commissioners more information
- Give us updates
- Hold us accountable
- Channel your needs
- Stop kicking can down the road make a decision
- Resolve the conflict within the County

2.4 | EXTREME GOVERNMENT MAKEOVER CONCEPTS

Extreme Government Makeover by Ken Miller was one of two required readings for 2017. The concepts in the book revolve around why government is "broken" and what can be done to fix it – in essence, how to "straighten the twisted, gummed up pipes" of government.

While there was enough material in the book to cover the entire 3-day summit, facilitators narrowed the review and discussion to the concepts shown in Appendix 2.4. We then used the "pipe" of the Board of County Commissioner Sessions to highlight the concepts and determine how the pipe can be straightened.

WHAT DRIVES A BOCC SESSION?

- Citizen request
- Department requests
 - o Update commission
 - o Decision needed
 - Consider a position
 - o Contract signed
- County business
 - o Reports
 - o Appointments
 - o Ordinances
 - o Policies and procedures
 - o Land use
 - o Orders and resolutions
 - o Dog hearings
 - o Grants
 - o Commission call
 - o Consider issues
 - o Take testimony
 - o Letters of support

The full diagram of the pipe will be added when we can figure it out again. $\ensuremath{\textcircled{\sc o}}$

2.5 | SWOTT ANALYSIS (Strengths, Weaknesses, Opportunities, Threats and Trends)

In this session, participants reviewed and rated the SWOTT analysis from 2016 to see if these items are still relevant. It should be noted that Strengths and Weaknesses are things County government can control because they are internal to our team. Opportunities, Threats and Trends are items that are external to County control but impact our ability to serve citizens.

A rating scale of thumbs-up, thumbs-down (or neutral) was used.

STRENGTHS (INTERNAL)

	UP	NEUTRAL	DOWN
Solve problems	13	0	0
Listening	11	6	0
High road	4	9	3
Extra step	15	2	0
Stay positive	8	10	0
Truth and honesty	6	9	0
Respectful	19	3	0
Energy and excitement	16	3	0
Understanding	11	11	0
Open doors	2	16	1
Educating	0	20	1
Possibility	9	10	1
Taking time	13	8	0
Caring	17	2	0
Accountability	10	10	1
Serving in first language	0	13	8
Keeping things light	17	3	0

WEAKNESSES (INTERNAL)

	STILL WEAK	NOT WEAK
Organization	15	0
Communication	15	4
Time management	18	0
Understanding and coordinating	4	14
Public perception	19	0
Financial stability	9	4
Citizen trust	4	11
Employee trust	13	5

OPPORTUNITIES (EXTERNAL)

	UP	DOWN
10 th Street Property	11	0
ORMAP and 911	12	1
Community	11	1
Attract companies and residents	9	7

THREATS (EXTERNAL)

	UP	DOWN
Lack of living wage employer	22	0
Extension of funding for roads	23	0
Natural disasters	22	0

Poverty 17 5

TRENDS (EXTERNAL)

	UP	DOWN
Infrastructure is deteriorating	19	
Economic development	20	
Changing workforces	14	
Transparency	19	

2017 SWOTT ANALYSIS

After rating 2016's items, participants discussed what we would add to the list for 2017.

STRENGTHS

- Experienced workforce
- New folks different experience
- Communication
- Hire well
- Proactive
- Rebranding
- Internal communication
- Culture

WEAKNESSES

- Inexperienced staff
- Communication
- Staff changes
- Knowledge transfer
- Retention
- Outdated policies and procedures
- Time management
- **OPPORTUNITIES**
 - Technology solutions
 - Citizen education

- Pulling in the same direction
- Embrace technology
- Resolve
- Innovation
- Fresh ideas
- Dedication
- Loyalty
- Capacity
- Bottle necks
- Jargon
- Tech challenged
- Second language
- Self promotion

- Build on trauma informed care
- Livability of the gorge
- Partnership and collaboration with other organizations and counties
- New park and rec district unifying north and south
- State transportation legislation
- Citizen feedback
- Citizen buy in for projects
- Participation in associations
- A new high school

THREATS

- Livability and its impact on its retention of emkployees
- State and federal regulations, financial reports and legislations
- National economy political volatility
- PERS
- Push for big data
- New demands on infrastructure (marijuana)
- Lack of housing
- Retail marijuana
- Aging population
- Shared governments IGAs

TRENDS

- Positive view of county government by citizens
- New generation of customers that expect instant gratification

BOTTLENECKS

- Information systems and services
- Finance
- Commissioners and Admin
- Facilities
- Sheriff's Offices

2.6 | LINKING DEPARTMENTAL STRATEGIC PLANS TO THE ORGANIZATIONAL STRATEGIC PLAN

Each department at the County created their own strategic plan to guide actions that support achieving the County plan, as well as serving citizens on a daily basis. Prior to the summit, all department plans were collated and handed out so they could be reviewed.

In this session, the top three major goals for each department were put on a large sheet, and each department gave a brief description of them. Then each department looked at their own strategic plan, and wrote on a small sticky pad what help would be needed from another team to achieve their goals – for instance, the Clerk's Office would need help from Information Systems to implement their new ballot tabulation system for the May election. These smaller sticky notes were then placed on the large goal sheet of the department they would need help from to achieve their goal.

This exercise provided a visual way of determining where the "bottlenecks" might occur, and where additional resources might be needed. A summary of these findings is available in Appendix 2.6.

2.7 | REVIEW AND UPDATE OF 2016 STRATEGIC PLAN OUTCOMES

The 2016 Strategic Plan identifies seven pathways that are critical to achieving the vision of a prosperous Wasco County (see Appendix 2.7 or the Wasco County Strategic Plan for details about the pathways). Within each pathway, action items were identified as the top priorities to pursue.

In this session, each department was given red, yellow or green stickers and asked to place a sticker on each of the action items based on the progress they felt had been made. Green indicates that quite a bit of progress has been made, yellow indicates some progress has been made, and red is for little or no progress.

The abbreviated department names are: ADMIN – Administrative Services; A&T – Assessment & Tax; BOCC – Board of County Commissioners; CLERK – Clerk; DA – District Attorney; FAC – Facilities; F&HR – Finance & Human Resources; IS – Information Services; PLAN – Planning; PW – Public Works; SO – Sheriff's Office; YS – Youth Services.

Associate Public Records with the GIS Map		
Green	0	
Yellow	16	IS, 2 PW, YS, 2 ADMIN, 2 F&HR, 2 SO, 2 CLERK, 2 BOCC , A&T, PLAN
Red	4	YS, SO, PW, F&HR

PATHWAY 1: TECHNOLOGY

Website Redesign		
Green	22	3 PW, IS, FAC, 2 YS, 3 BOCC, 2 ADMIN, 3 F&HR , PLAN, DA, 3 SO, 2 CLERK
Yellow	1	A&T
Red	0	

PATHWAY 2: CUSTOMER SERVICE

Citizen Service Portal

Green	1	CLERK
Yellow	7	F&HR, BOCC, 2 PW, SO, A&T, IS
Red	12	2 F&HR, PW, 2 SO, 2 YS, 2 ADMIN, CLERK, 2 BOCC

Roll out of County Strategic Plan and 100% Love culture		
Green	23	ALL DEPARTMENTS
Yellow	0	
Red	0	

PATHWAY 3: INFRASTRUCTURE

Mid-Columbia Center for Living		
Green	3	ADMIN, BOCC, IS
Yellow	10	ADMIN, 2 F&HR, SO, YS, BOCC, 2 PW, FAC, CLERK
Red	5	F&HR, A&T, 2 SO, BOCC

Armory / 10 th Street Development		
Green	2	ADMIN, PW
Yellow	10	IS, ADMIN, 2 SO, A&T, 2 PW, BOCC, F&HR, PLAN
Red	8	2 YS, 2 F&HR, BOCC, FAC, SO, CLERK

County-owned Lands		
Green	1	A&T
Yellow	9	IS, 2 F&HR, 2 SO, BOCC, PLAN, PW, DA
Red	11	2 ADMIN, 2 YS, FAC, SO, PW, BOCC, F&HR, 2 CLERK

Capital Improvement Plan		
Green	0	None
Yellow	8	3 SO, FAC, F&HR, 3 PW
Red	12	IS, 2 F&HR, 2 BOCC, 2 ADMIN, 2 YS, A&T, CLERK

Comprehensive Land Use Plan		
Green	4	3 BOCC, PLAN, CLERK, DA
Yellow	8	IS, F&HR, YS, ADMIN, 3 PW
Red	8	A&T, ADMIN, 2 SO, YS, 2F &HR, CLERK

ORMAP Remapping Project		
Green	6	2 BOCC, IS, F&HR, PW, CLERK
Yellow	8	2 F&HR, 2 ADMIN, SO, 2 PW, A&T
Red	5	2 YS, 2 SO, CLERK

PATHWAY 4: COMMUNICATION

Country Rebranding

Green	21	DA, FAC, 3 F&HR, 3 SO, 3 BOCC, 2 CLERK, ADMIN, IS, 2 YS, 2 PW
Yellow	3	A&T, COMM CORR, PLAN
Red	1	PW

Public Outreach Plan		
Green	1	ADMIN
Yellow	12	2 CLERK, 3 BOCC, ADMIN, F&HR, 2 YS, IS, A&T, SO
Red	12	2 SO, 2 F&HR, 3 PW, COMM CORR, DA, PLAN

PATHWAY 5: FINANCIAL HEALTH

Financial Plan		
Green	18	ALL OTHER DEPARTMENTS
Yellow	0	
Red	1	A&T

Yearly Budget Plan		
Green	20	ALL OTHER DEPARTMENTS
Yellow	1	BOCC
Red	0	

Grant Policy		
Green	1	PW
Yellow	12	2 PW, 2 F&HR, 3 SO, DA, CLERK, 2 BOCC
Red	7	IS, BOCC, ADMIN, CLERK, FAC, F&HR, A&T

PATHWAY 6: SAFETY

County Safety Committee		
Green	4	2 SO, A&T, CLERK
Yellow	17	2 F&HR, FAC, 3 BOCC, 3 PW, COMM CORR, PLAN, DA, ADMIN, SO, YS, IS, CLERK
Red	3	ADMIN, F&HR, YS

PATHWAY 7: ORGANIZATIONAL DEVELOPMENT

Updated County Policies		
Green	2	ADMIN, PW
Yellow	18	IS, 3 F&HR, 2 BOCC, 2 CLERK, A&T, 2 SO, FAC, ADMIN, 2 YS, 2 PW, COMM CORR
Red	1	BOCC

Rollout Strategic Plan and Culture		
Green	17	IS, 3 PW, 2 BOCC, 2 ADMIN, 3 F&HR, 2 SO, FAC, A&T, CLERK, YS
Yellow	5	BOCC, COMM CORR, PLAN, SO, YS
Red	0	

Training – CIS Self Directed									
Green	14	3 PW, A&T, ADMIN, 3 SO, 2 F&HR, BOCC, CLERK, PLAN, YS							
Yellow	5	IS, ADMIN, BOCC, F&HR, COMM CORR							
Red	3	BOCC, YS, FAC							

HR Plan		
Green	1	YS
Yellow	4	2 PQ, F&HR, CLERK
Red	15	IS, 2 ADMIN, YS, A&T, PW 2 BOCC, 3 SO, 2 F&HR, FAC, COMM CORR

Shared Service C	ared Service Opportunity Evaluation									
Green	0									
Yellow	4	IS, F&HR, SO, BOCC								
Red	16	3 PW, 2 ADMIN, YS, 2 BOCC, 2 SO, A&T, FAC, CLERK, 2 F&HR, COMM CORR								

Part 3: 100% Love Today and Tomorrow

The final part of the summit focused on how we can intentionally build culture at Wasco County. The book *Built On Values* by Ann Rhoades was the required reading, with an overall focus on creating an engaged, thriving workforce.

3.2 | CULTURE FROM THE INSIDE OUT

This session focused on evaluating how our culture has progressed over the past year. Participants first rated the County using the Organizational Values Assessment Tool from *Built on Values*.

Organizational Values assessment	Yes	No
Does your organization have an identified	17	0
set of core values		
Do those core values drive the decisions	3	21
made by the organization at all levels		
Can every employee in the organization	0	24
state the values from memory		
Has the organization assigned specific	Majority	
behaviors to the values		
Are the values integrated into the hiring	17	0
process		
Are the values integrated into the review	11	5
process		
Does your organization hire for values	10	15
Does your organization fire for values	2	22
Does your organization provide awards	8	0
and recognition based on values		

Participants then discussed what is working and not working in building our culture and getting "buy-in" from employees, as well as identifying what silos still exist.

WHAT IS WORKING	WHAT IS NOT WORKING
Visible	We are still overcoming "the flavor of the month"
Getting buy in from the highest level	Courthouse vs other teams, more work is needed to feel
	integrated
Involving operational teams in the process	Team interaction in part because of distance
Translation and communication are breaking down	Conflict between the commissioners and the das office
barriers	
Story telling	100% love doesn't always feel authentic
Opened up a door – literally	The culture is hard for longer term employees to accept
The values are what people want to embrace	Gap between levels of employees due to previous levels
You have an opportunity to have a national impact	Fiscal issues can impact culture, less funding feels like
	less support
Getting the right people ion the bus	We need to raise it higher

We have the Das office here this year Participating in the session has made them want to bring down their silo	
County events help build cohesion and connection	
Cross education	
Go t the culture off the ground	
People are not actively working against the culture	

WHAT SILOS DO WE STILL HAVE

- Management vs. employee
- Specialty vs. specialty
- Courthouse vs. everyone else
- Location of office
- Commissioner vs. DA's offices
- Tenure vs. new employees
- Funding silo

EMPLOYEE SURVEY RESULTS

The last part of the session reviewed the results of the Wasco County Employee Survey that was sent out prior to the summit. A copy of this survey and the compiled results can be found in Appendix 3.2.

3.3 | CONSCIOUSLY BUILDING A CULTURE OF 100% LOVE

Built on Values discussed six principles which can be used to build culture effectively. Participants broke into six groups, each taking a principle and discussing the questions below. The teams then presented their findings on what the County can be doing to bring these principles into the culture.

	What does this mean?	What are we doing?	How do we sustain?	Where do we go?
Principle 1 – You can't force culture, you can only create environment	Culture is what it is. It is based on internal beliefs and a response to the environment	Create an environment where the desired culture can grow	We live it, model it, recognize it in others, reward it, pay attention, focus, teach it, provide opportunities to exhibit culture on all employee levels	Continue to grow the environment i.e., cultural university, group meetings focused on culture, a culture fair
Principle 2 –	Team work , love of	Using the same	Conversations an	Review process,

PRINCIPLES FOR CREATING A VALUE RICH CULTURE

You are on the	public convice	languago cross	communication	hiring process
outside what you	public service	language, cross functional teams,	communication, build trust, invest in	hiring process, deliberate
are on the		building relationships	employees	community
insideno debate	Activo licting	Duilding	Continuo to	outreach
Principle 3 -	Active listing	Building	Continue to	
Success is doing the		relationships,	empower our	
right things the right	Identify the right and	accepting	employees with the	
way	wrong things	accountability,	power and	
	defined by value	building trust	knowledge tool they	Continue to exhibit
		external and internal,	need to succeed,	and embrace
	Educate and train	communication,	Cultivate trust and	values, safety net,
	employees, give	taking prompt action,	communication,	educate employees
	them the tools they		transparency,	that there are
	need		embrace culture,	others who care
			follow values	inside and outside
	Ethics – doing the			their department,
	right thing no matter			keep momentum,
	the circumstances,			keep building the
	relationships are			culture, stay
	primary, external			current, accessibility
	and internal – build			to resources
	relationships			
Principle 4 –	Do not set up	We are starting to	Consistency and	Moving county
People do exactly	expectation that will	based evaluation on	shared accountability	teams towards
what they are	result in outcomes	values and	for moving forward,	consistency and
incented to do	against values, do	performance,		rework the great
	not pay just for	discussion about pay		cape committee
	performance of	for performance		
	tasks,	(great cape)		
Principle 5 –	Get out what you	Staff meetings, love	Believe it, model it,	Work on buy in,
Input equals output	get in, be fully	notes, wear the	talk it, acknowledge	build the
	vested, constant	button, relate culture	it , promote it, show	environment where
	maintenance,	to daily work,	the benefits	culture can grow
	regular monitoring,			and flourish,
	you are what you			
	eat			
Principle 6 –	Values drive the	Shared budget	Quarterly	Filter decisions
The environment	action and how you	discussions across all	conversations,	against our mission
you want can be	spend your	departments, holding	evaluate	vision values
built on shared,	resources	annual leadership	expenditures against	
strategic values and		retreats, working as a	core values,	
financial		whole rather than		
responsibility		silos		

3.4 | FILL YOUR COMPANY WITH "A PLAYERS"

This session focused on the concepts from *Built on Values* about the characteristics of stellar employees (A Players), and average employees (C Players). The group discussed these characteristics at the County, and how we might hire for A Players. The group also discussed C Players, and how to coach these employees on improving through use of a values-driven review process.

"A" PLAYERS

"A" players are the people who genuinely live your company's values every day. They are always the high flying world leaders and they are not just the leaders of your team. They are frontline employees who value what you value and want you company to succeed. They are people who help great companies and great leaders reach their full potentials.

"A" PLAYER CHARACTERISTICS

- Team player
- Dedicated
- Empathetic
- Willing to learn
- Positive energy
- Embraces change
- Community oriented
- Innovation
- Inquisitive
- Accountable
- Fun
- Collaborative
- Skilled
- Self aware
- Common sense
- Emotional intelligence
- Vision

"C" PLAYER CHARACTERISTICS

- Subjective
- Not flexible

- Indifferent
- Negative
- Unkind judgements
- Selfish
- Disrespectful
- Not punctual
- Inconsistent
- Minimal effort
- Not a self-starter

The management team will continue to discuss how to coach "C" players to move toward "A" player behaviors.

LUNCH DISCUSSION: TO REVIEW OR NOT REVIEW?

During the lunch session, participants discussed the two widely opposite approaches to employee reviews from *Extreme Government Makeover* and *Built on Values*. The group decided this was a topic which warranted further discussion, and that our current review system could likely use updating. All agreed we need a consistent approach to employee evaluations, and that ongoing feedback for employees is critical to our success.

THE EXTREME GOVERNMENT MAKEOVER APPROACH

- Just stop doing performance reviews
- If you must review, use a pass fail system
 - o "Pass" means you are doing fine
 - o Fail means you are not fine and HR starts progressive discipline

THE BUILT ON VALUES APPROACH

- Create a value based review system
- Turn values into measurable metrics
- Have peers do evaluations all levels
- Reward against values
- Listen to employee opinions
- Reinforce through recognition
- Communicate value benefits

3.5 | ONBOARDING EMPLOYEESS

This session discussed what we're doing as an organization to introduce and induct people into the 100% Love Culture. How can we ensure that employees feel a part of the culture whether it's their first day, their 30th day or third year?

What are we currently doing?

- Welcome letter
- First day tour
- Welcome introductory email
- Review of culture guide and strategic plan
- Phone usage review
- Review of county policies and benefits
- Welcome basket
- CIS training

What else could we or should we be doing?

- The exiting employees should turn in all the access materials
- Develop a buddy system
- Lunch with the star team
- Share pre-knowledge of the new hire
- Visit all buildings
- New hire brown bag
- Brand training
- Talk through the vision mission and values
- 30 and 60 day follow up
- Software training
- Have new employees deliver department mail
- Make Wasco county first department seconds

What are we doing at the department level?

- User account and access
- Sheriff's Office 5 day orientation department checklist
- Planning 1st month ride along with Code Compliance so they can get out in the County

- Assessment and Taxation first 30 day lunch with director to touch base
- Public works safety training and a mentor/buddy system
- Facilities new employee shadows the director and has a culture conversation
- Community Corrections reviews policies and procedures

ISSUES AND COMMENTS

- We have a pass fail system even if we don't say because of the step system
- Annual system is too long to wait for a review
- There is a disconnect in why we do it and the financial piece
- The current form is painfully long but gives insight
- Opportunity for self-evaluation
- Ongoing talks is opportunity to teach
- Reviews create tenseness and apprehension
- Need to separate the two step increase and evaluation
- Conversation about culture and engagement
- Disciplinary actions are not reviews
- Reviews are viewed as negative but if done right can be very rewarding and enriching
- Make the step increase automatic unless the performance is increasing in which case tell finance 60 days ahead

3.6 | TRAUMA TRIANGLE PROGRESSION

This session focused on the concepts about the Re-enactment (Trauma) Triangle and the Empowerment Triangle and how they impact behavior. See Appendix 3.6 for more detailed information. The Empowerment Triangle will be added to the 100% Love Culture guide.

3.7 | LOOKING FORWARD

Participants provided feedback on how to improve the summit in the next year.

- More breaks during these sessions
- Less cramming, more time for discussion
- Offline the review part for sections that are a "review" of prior concepts, have a class ahead of time for new people to learn them instead of taking time at the summit to learn them
- More on strategic plan next year and lighter on culture

Appendix 1.5 Year in Review

2016 Highlights

- The "Move" Clerk and Assessor's staff switch office space with the help of BOCC, Facilities, IT and many others.
- Launch of 100% Love Culture
- Strategic Planning Sessions @ Washington Ranch
 - o 3 Intense Days
 - o Sessions Morning, Noon and Night even during meals
 - Results: A new vision, mission, core values, strategic plan, culture guide and increased trust among leadership.

Team Highlights

- 9-1-1
 - o Trained and upgraded to a new phone system
 - o Trained and hired several new dispatchers
 - o Professionally handled a very stressful train derailment
- Administrative Services
 - o Strategic Planning Completed
 - o Culture initiative launched
 - o Enterprise Zone negotiated
 - o South Wasco Park & Rec District created
 - o Fully staffed, including Finance Director
 - o QLife transitioned from City of The Dalles to Wasco County
 - o Presented on 100% Love at AOC
- Assessment & Taxation
 - The office move
 - Getting the right people on the bus
 - Progress with ProVal data conversion
 - o Successful roll-turn with new staff
- Board of County Commissioners
 - o Re-election of Commissioner Kramer
 - o Third Google project underway
 - o Formation of South Wasco Park & Rec District
 - Scenic Bikeway designation

- Broadband in Maupin
- Clerk's Office
 - o The office move
 - o Launch of Oregon Motor Voter
 - o The May 2016 Primary Election
 - o Cross-team effort for BOPTA
 - o Formation of the South Wasco Park & Rec District
 - o Surviving the November 2016 Election
- Community Corrections
 - o Establishing In-House Alcohol & Drug Treatment
 - o Expanding our Cognitive Behavioral Programs
 - o Getting an additional Probation Officer
- District Attorney
 - o Fully staffed
- Facilities
 - o Staffed the Fairgrounds from May to September during Caretakers illness
 - Replaced the main electrical switch gear in the Courthouse
 - Designed, built and installed new sign for the Annexes
- Finance, Treasurer & Human Resources
 - o New Treasurer
 - Finance Department fully staffed (new director, finance manager and HR manager)
 - o Staff have received additional training
 - o Started cross-training staff within the department
- Information Systems
 - o Progress on the new website
 - o New wireless routers installed in all patrol vehicles
 - Courthouse main power service panel upgrade
 - o Assessor/Tax & Clerk's office switch
 - New DBA/Programmer hired
 - o New wireless link between the Veterans Services Office and Annex A
- Planning, Code Compliance & Hazardous Waste
 - o Team development including recruitment, management and training
 - o Successful absorption of HHW program
 - Completion of Strategic Plan
 - o Planning Commission development and training
 - o Cleared our backlog and improved timelines for customers

- o 99% approval rate of land use applications
- o Adoption of marijuana regulations
- o LUDO reformatted for ease of use
- o Outreach to Realtor's Association
- o Comprehensive Plan process progress
- o Abatement grant
- o Several high profile cases with positive outcomes
- o Team building exercises
- Public Works
 - Partnered with City of The Dalles to perform pavement preservation on urban roads
 - o 36 consecutive months with no lost time accidents and no claims
- Sheriff's Office
 - o New Sheriff
 - o First all-staff meeting in years
 - o New Wireless routers installed in all Patrol vehicles
 - Staffing of 911, Emergency Management, Community Corrections and Ellie the Therapy Dog
 - Marine Program no drownings
 - o More coverage with recreation and forestland
- Surveyor's Office
 - Completed Phase One of a five-year project to remap all of Wasco County's tax maps through and ORMAP grant from the Oregon Department of Revenue. This is a multi-department and multi-agency project to improve the mapping so that property lines on the digital maps are based upon actual on-theground GPS coordinates, collected by our survey crew. Phase One involved locating and "GPS-ing" nearly 200 survey monuments (four per tax lot map) in the general area between Rowena and Chenowith.
 - Collected data for the Tygh Valley area where previous mapping was very poor
 - Completed the former Armory property reversion back to Wasco County.
 Once we finally received the deed from the Oregon Military Department, we executed a property line adjustment with Kramer Field to facilitate future development.
- Youth Services & Youth Think
 - Youth Think's Emotional Literacy Parent Boot Camp (AKA) Pocket Full of Feelings:

- 21 Boot Camp trainings were provided
- 70 Parents were trained which directly impacted 107 youth
- An additional 44 agency representatives were trained
- Youth Think "Do Something" Youth Team volunteered a total of 400 hours in 2016 mainly focusing on The Dalles Middle School Students

Appendix 1.9 | First Who, Then What

FIRST WHO THEN WHAT

- The good-to-great leaders began the transformation by first getting the right people on the bus (and the wrong people off the bus) and then figured out where to drive it.
- The key point of this chapter is not just the idea of getting the right people on the team. The key point is that "who" questions come before "what" decisions before vision, before strategy, before organization structure, before tactics. First *who*, then *what* as a rigorous discipline, consistently applied.
- The comparison companies frequently followed the "genius" with a thousand helpers" model a genius leader who sets a vision and then enlists a crew of highly capable "helpers" to make the vision happen. This model fails when the genius departs.
- The good-to-great leaders were rigorous, not ruthless, in people decisions. They did not rely on layoffs and restructuring as a primary strategy for improving performance. The comparison companies used layoffs to a much greater extent.
- We uncovered three practical disciplines for being rigorous in people decisions:
 - 1. When in doubt, don't hire keep looking. (A company should limit its growth based on its ability to attract enough of the right people.)
 - 2. When you know you need to make a people change, act. (First be sure you don't simply have someone in the wrong seat.)
 - 3. Put your best people on your biggest opportunities, not your biggest problems. (If you sell off your problems, don't sell off your best people.)
- Good-to-great management teams consist of people who debate vigorously in search of the best answers, yet who unify behind decisions, regardless of parochial interests.

BAD APPLES

Iknow, Iknow. Despite everything Iam telling you, Ihaven't met Marge from Accounts Payable. She's awful. She's bitter, angry, and uncooperative. She does half the work of any other employee and complains that she's overworked. Well, Ido know Marge. Irun into her everywhere Igo. We all have a Marge. Roughly 6% of our workforce is Marge-like. So what should we do about it?

 Don't drag the other 94% down. Typically, we try to fix Marge by creating policies, procedures and consequences that apply to all the employees. We make the good performer jump through hoops and inhale mold because of Marge. Don't do that. Deal with Marge. If she I not producing to her capacity, talk to her about it. Don't create office-wide standards. She still won't meet

them and everyone else' performance will drop to these minimum standards. If she comes to work wearing a halter top and a thong, talk to her about it. Don't create a forty-page dress code policy. The people we create the policies for won't follow them anyway. The people who follow them were the ones that didn't need them in the first place. Deal with problem individuals individually.

2. Find out what her problem is. Was she like that when you hired her? If so, shame on you! If not, what happened? Is it a training issue or a desire issue? Does she have the skills to do the job as well as the information she needs?

- 3. Is this the right place for her? Each of us at some point in our careers has realized we were in the wrong spot. We weren't bad people; we just had a mismatch between our skills, our interests and our assignment. Most of us, upon that realization, go find something else to do. Some people are not so quick to act and instead take their anxiety or boredom out in different, more destructive ways. Often, all we need to do is find a better fit for them. I can't tell you how many times I've seen a supposed bad apple turn into a delicious apple pie upon being reassigned.
- 4. If all the above options have been exhausted, it's time to free up Marge's future. It is an absolute imperative, provided you've tried all the above, that you help her move on. Poor performers are like tumors. Their apathy spreads quickly and drags down the health of everyone else. One of the biggest myths in government is that you can't fire anyone. You can. And, sometimes, you should.

Appendix 1.11 | Let Your Leads, Lead

WASCO COUNTY MANAGEMENT SKILLS ASSESSMENT

																													Average	Out of	Range Disparity	Score
Understanding Team Dy- namics and Encouraging Good Relationships	9	10	9	11	. 11	9	9	10	8	8	10	10	8	8	9	10	11	11	11	10	12	10	9	9	11	12	10	12	10	15	4	66%
Selecting and Developing the Right People	9	8	8	7	9	8	8	8	8	10	9	6	8	7	8	8	9	9	8	6	10	9	8	8	8	8	7	9	8	10	4	81%
Delegating Effectively	6	6	6	7	8	6	8	8	6	5	6	5	8	7	8	6	7	7	8	7	10	6	8	7	6	7	9	7	7	10	5	70%
Motivating People	9	9	8	6	6	9	9	10	9	8	7	9	9	8	8	8	8	10	8	10	9	8	8	8	9	10	8	9	8	10	4	85%
Managing Discipline and Dealing with Conflict	10) 11	11	. 11	. 9	7	11	10	12	9	9	9	13	9	10	10	11	9	8	14	14	7	7	10	11	11	10	9	10	15	7	67%
Communicating	20	18	16	5 11	16	15	18	16	19	11	17	17	20	15	18	16	20	15	16	19	19	15	14	18	17	19	14	18	17	20	9	83%
Planning, Problem Solving and Decision Making	8	8	6	6	8	8	9	8	9	7	8	9	10	7	8	9	8	9	7	7	9	8	7	9	7	8	9	7	8	10	4	80%
Avoiding Common Managerial Mistakes	13	10	0 10) 13	; 11	11	10	13	13	14	12	12	11	9	12	12	13	9	12	15	13	13	14	13	13	14	13	14	12	15	6	81%
Tot	al 84	80	74	72	. 78	73	82	83	84	72	78	77	87	70	81	79	87	79	78	88	96	76	75	82	82	89	80	85	80	100		

SCORE INTERPRETATION

Score	Comment
20-46	You need to improve your management skills urgently. If you want to be effective in a leadership role, you must learn how to organize and monitor your team's work. Now is the time to start developing these skills to increase your team's success! (Read <u>below</u> to start.)
47-73	You're on your way to becoming a good manager. You're doing some things really well, and these are likely the things you feel comfortable with. Now it's time to work on the skills that you've been avoiding. Focus on the areas where your score is low, and figure out what you can do to make the improvements

Score Comment

you need. (Read below to start.)

You're doing a great job managing your team. Now you should concentrate on improving your skills even
further. In what areas did you score a bit low? That's where you can develop improvement goals. Also,
think about how you can take advantage of these skills to reach your career goals. (Read <u>below</u> to start.)

Effective management requires a wide range of skills, and each of these skills complements the others. Your goal should be to develop and maintain all of these skills, so that you can help your team accomplish its objectives efficiently and effectively. Read on for ideas and resources that you can use to do this.

A Model of Effective Management

Our quiz is based on eight essential skill areas where managers should focus their efforts. By covering these basics, you'll enjoy more success as a team manager:

- 1. Understanding team dynamics and encouraging good relationships.
- 2. Selecting and developing the right people.
- 3. Delegating effectively.
- 4. Motivating people.
- 5. Managing discipline and dealing with conflict.
- 6. Communicating.
- 7. Planning, making decisions, and problem solving.
- 8. Avoiding common managerial mistakes.

We'll explore each of these in more detail.

Understanding Team Dynamics and Encouraging Good Relationships

(Questions 5, 15, 17)

5. I let my team members figure out for themselves how best to work together – teams are a work in progress!

15. When conflict occurs within a new team, I accept it as an inevitable stage in the team development

process.

17. If I'm putting a team together, I select people with similar personalities, ages, time with the company,

and other characteristics.

Good management means understanding how teams operate. It's worth remembering that teams usually follow a certain pattern of development: <u>forming</u>, <u>norming</u>, <u>storming</u>, <u>and performing</u>. It's important to encourage and support people through this process, so that you can help your team become fully effective as quickly as possible. When forming teams, managers must create a balance so that there's a diverse set of skills, personalities, and perspectives. You may think it's easier to manage a group of people who are likely to get along, but truly effective teams invite many viewpoints and use their differences to be creative and innovative.

Here, your task is to develop the skills needed to steer those differences in a positive direction. This is why introducing a <u>team charter</u> and knowing how to <u>resolve team conflict</u> are so useful for managing your team effectively.

Selecting and Developing the Right People

(Questions 11, 17)

- 11. I do all that I can to avoid conflict in my team.
- 17. If I'm putting a team together, I select people with similar personalities, ages, time with the company, and

other characteristics.

Finding great new team members, and developing the skills needed for your team's success is another important part of team formation.

Delegating Effectively

(Questions 2, 18)

2. When I delegate work, I give it to whoever has the most time available.

18. I think that the statement "if you want a job done well, do it yourself" is true.

Having the right people with the right skills isn't sufficient for a team's success. Managers must also know how to get the job done efficiently. **Delegation** is the key to this. Some managers, especially those who earned their positions based on their technical expertise, try to do most of the work themselves. They think that, because they're responsible for the work, they should do it themselves to make sure it's done right. Effective managers recognize that by assigning work to the right people (not just those with the most time available), and clearly outlining expectations, teams can accomplish much more. But it's often difficult to trust others to do the job. As a manager, remember that when your team members have the right skills, training and motivation, you can usually trust them to get the work done right.

Motivating People

(Questions 13, 19)

13. I try to motivate people within my team by tailoring my approach to motivation to match each individual's needs.

19. I talk with team members as individuals to ensure that they're happy and productive.

Another necessary management skill is motivating others. It's one thing to motivate yourself, but it's quite another to motivate someone else. The key thing to remember is that motivation is personal. We're all motivated by different things, and we all have different levels of personal motivation. So, getting to know your team members on a personal level allows you to motivate your people better. Providing <u>feedback</u> on a regular basis is a very powerful strategy to help you stay informed about what's happening with individual team members. You can <u>test</u> your motivation skills with our quiz, and use your answers to develop your skills further.

Managing Discipline and Dealing with Conflict

(Questions 3, 6, 12)

3. I follow up with team members whenever I see that their behavior has a negative impact on customer service.

service.

- 6. I wait before disciplining a team member, so that people have a chance to correct their behaviors for themselves.
- 12. I do all that I can to avoid conflict in my team.

Sometimes, despite your best efforts, there are problems with individual performance. As a manager, you have to deal with these promptly. If you don't discipline, you risk negative impacts on the rest of the team as well as your customers, as poor performance typically impacts customer service, and it hurts the team and everything that the team has accomplished. It's very demotivating to work beside someone who consistently fails to meet expectations, so if you tolerate it, the rest of the team will likely suffer. In our article on <u>team management skills</u> , we explore this issue in further detail and give you some examples.

Team performance will also suffer when differences between individual team members turn into outright conflict, and it's your job as team manager to facilitate a resolution. Read our article on <u>Resolving Team Conflict</u> for a three-step process for doing this. However, conflict can be positive when it highlights underlying structural problems – make sure that you recognize conflict and deal with its causes, rather than just suppressing its symptoms or avoiding it.

Communicating

(Questions 8, 9, 16, 20)

- 8. I spend time talking with my team about what's going well and what needs improving.9. In meetings, I take on the role of moderator/facilitator when necessary, and I help my team reach better understanding of the issue or reach consensus.
- 16. I talk to team members about their individual goals, and I link these to the goals of the entire

organization.

20. I brief my team members so that they know what's going on around them in the organization.

An element that's common to all of these management skills is effective communication. This is critical to any position you hold, but as a manager, it's especially important (you can <u>test your communication skills</u> with our quiz <u>here</u>). You need to let your team know what's happening and keep them informed as much as possible. <u>Team briefing</u> is a specific communication skill that managers should improve. Also, develop the ability to <u>facilitate</u> effectively, so that you can guide your team to a better understanding and serve as a moderator when necessary.

Planning, Problem Solving and Decision-Making

(Questions 4, 10)

4. I make decision flowing careful analysis, rather than relying on gut instinct.

10. I fully understand how the business processes in my department operate, and I'm working to eliminate

bottlenecks.

Many managers are very comfortable with planning, problem solving and decision making, given that they're often skilled specialists who've been promoted because of their knowledge and analytical abilities. As such, one of the most important issues that managers experience is that they focus *so intensely* on these skills when they think about self-development that they fail to develop their people skills and team management skills. Make sure that you *don't* focus on these skills too much!

However, if you need to develop these skills, see our major sections on **Problem Solving**, **Decision-Making**, and **Project Management**. You'll find many rich skills improvement resources in these areas.

Avoiding Common Managerial Mistakes

(Questions 1, 7, 14)

- 1. When I have a problem, I try to solve it myself before asking my boss what to do.
- 7. Technical skills are the most important skills that I need to be an effective manager.
- 14. When my team makes a significant mistake, I update my boss on what has happened, and then I think of it as an important lesson learned.

Good communication helps you develop facilitation skills, and it also helps you avoid some of the most common problems for managers. Some of these common mistakes are thinking that you can rely on your technical skills alone, asking your boss to solve your problems, putting your boss in the awkward position of having to defend you, and not keeping your boss informed. Our article on <u>Team Management Skills</u> highlights what to do to avoid these, and other managerial problems that you should be aware of.

Key Points

You need to develop and improve your managerial skills on an ongoing basis as your career develops and as you meet new managerial challenges.

Whether you manage a department or a project team, it's important to know how to get the work done right. When you're asked to achieve something with the help of others, it's complex – and you spend much of your time managing relationships instead of doing the actual work. So, you must develop not only your technical skills, but your management skills as well.

Delegating, motivating, communicating, and understanding team dynamics are some of the key skills needed. With those skills, along with patience and a strong sense of balance, you can become a very effective manager. <u>QUESTIONS:</u>

1. When I have a problem, I try to solve it myself before asking my boss what to do.

- 2. When I delegate work, I give it to whoever has the most time available.
- I follow up with team members whenever I see that their behavior has a negative impact on customer service.
- 4. I make decision flowing careful analysis, rather than relying on gut instinct.
- I let my team members figure out for themselves how best to work together teams are a work in progress!
- I wait before disciplining a team member, so that people have a chance to correct their behaviors for themselves.
- 7. Technical skills are the most important skills that I need to be an effective manager.
- 8. I spend time talking with my team about what's going well and what needs improving.
- 9. In meetings, I take on the role of moderator/facilitator when necessary, and I help my team reach better understanding of the issue or reach consensus.
- 10. I fully understand how the business processes in my department operate, and I'm working to eliminate bottlenecks.
- 11. I do all that I can to avoid conflict in my team.
- 12. I do all that I can to avoid conflict in my team.
- 13. I try to motivate people within my team by tailoring my approach to motivation to match each individual's needs.
- 14. When my team makes a significant mistake, I update my boss on what has happened, and then I think of it as an important lesson learned.
- 15. When conflict occurs within a new team, I accept it as an inevitable stage in the team development process.
- 16. I talk to team members about their individual goals, and I link these to the goals of the entire organization.
- 17. If I'm putting a team together, I select people with similar personalities, ages, time with the company, and other characteristics.

- 18. I think that the statement "if you want a job done well, do it yourself" is true.
- 19. I talk with team members as individuals to ensure that they're happy and productive.
- 20. I brief my team members so that they know what's going on around them in the organization.

1.12 | Delegation/Cross Functional Teams

75% OF CROSS-FUNCTIONAL TEAMS ARE DYSFUNCTIONAL

Behnam Tabrizi JUNE 23, 2015 HARVARD BUSINESS REVIEW

When I was in the midst of researching what caused cross-functional teams to succeed — and finding that many of them failed — I discovered a deeply dysfunctional development project in a huge multinational IT company. The company had invested \$100 million in the project, which involved three divisions. Most of the team, and even some executives, knew the project was a dead-end two years before the company finally pulled the plug. As one middle manager told me, "No one was willing to go to management and say, 'Let's redeploy everyone, including myself, and do something else because this project isn't working."

This is just one example of the dysfunction that exists in cross-functional teams. In a detailed <u>study</u> of 95 teams in 25 leading corporations, chosen by an independent panel of academics and experts, I found that nearly 75% of cross-functional teams are dysfunctional. They fail on at least three of five criteria: 1.) meeting a planned budget; 2.) staying on schedule; 3.) adhering to specifications; 4.) meeting customer expectations; and/or 5.) maintaining alignment with the company's corporate goals.

Cross-functional teams often fail because the organization lacks a systemic approach. Teams are hurt by unclear governance, by a lack of accountability, by goals that lack specificity, and by organizations' failure to prioritize the success of cross-functional projects.

I studied cross-functional teams in industries including communications, software, pharmaceuticals, semiconductors, agricultural, chemical, manufacturers, retail, utility, consulting, internet software, government, insurance, and banking. We found a strong correlation between the minority of successful projects and their oversight by a high-level team that was itself cross-functional. A few successful projects didn't have cross-functional oversight — but we found in those cases that they benefitted from support by a single high-level executive champion. Projects that had strong governance support — either by a higher-level cross-functional or by a single high-level executive champion — had a 76% success rate, according to our research. Those with moderate governance support had a 19% success rate.

Our research showed that the reason why most cross-functional teams fail is because siloes tend to perpetuate themselves: for example, engineers don't work well with designers, and so on. The solution is to establish a "Portfolio Governance Team (PGT)," where high-level leaders make complex decisions on the various projects in their portfolio together. As they learn to work as a team, that attitude perpetuates itself in the teams under their purview.

In the mid-2000s, for example, Cisco created a cross-functional team, including representatives from marketing, software engineering, manufacturing, quality assurance, and customer service, to heighten security for router lines. The team had a three-layer structure. About 100 people could attend the meetings, but there was a core group of 20 that communicated back to their functions. And, there was a small governance team at the top, made up of two vice presidents, the company's chief development officer and the leader of the core team of 20 people.

This implementation of cross-functional governance worked. Cisco is now the number one router security vendor, with business growing at about 80% per year for 5 year followings its introduction, based on a case study that I wrote.

Through our research, we've identified some golden rules of governance for PGTs:

1. Every project should have an end-to-end accountable leader. At large companies, where the hierarchy can be multi-layered, cross-functional teams can benefit from a mirroring structure. For example, if the PGT includes vice presidents of engineering, design, marketing and product, a project team could include managers and directors from those functions. But there should be one end-to-end accountable leader overseeing each function, and one end-to-end accountable leader overseeing it all.

However, one of the common breakdowns in cross-functional teams is people missing meetings. That's why the personal accountable leader for each function also needs to appoint and empower a decision-making substitute. At IBM Global Services, for instance, there are occasions when mid-level managers step in with the authority to make decisions. At IBM, mid-level managers also serve as the first line of defense for cross-functional escalation issues.

2. Every project should have clearly established goals, resources, and deadlines. Before the beginning of any project, there should be an approved budget, and a charter defining priorities, desired outcomes, and timeframes. Establishing those early on is one of the key roles of the PGT.

3. Teams should have the project's success as their main objective. Different functions may have their own priorities, and sometimes those conflict with the goals of the project. That's why it's crucial to include the success — or failure — of cross-functional projects in compensation and performance reviews of the people who work on or lead teams.

4. Every project should be constantly re-evaluated. PGTs should keep a list of projects and priorities and routinely cut those that aren't working or that don't align with business goals. In fact, one of the key roles of the PGT is to follow William Faulker's advice to <u>kill your darlings</u>. Winnow constantly. Rapidly changing market conditions and customer demands force all companies to recalibrate their high-level corporate strategy. A PGT that is not routinely canceling some projects simply isn't doing its job.

Cross-functional teams have become ubiquitous because companies need to speed innovations to market. The teams are like arteries, connecting parts of the body, enabling the whole organism to renew itself. That's why it's so important for leaders to pay attention to the way cross-functional teams are set up and how well they work: when they don't function, the organization's arteries harden. When they do, goals are met and the organization is ultimately more successful.

Behnam Tabrizi has been teaching transformational leadership at Stanford University's Department of Management Science and Engineering and executive programs for more than 20 years. A leading expert on organizational and leadership transformation, he is managing director of <u>Rapid Transformation, LLC</u>. Behnam has written five books including <u>Rapid Transformation (HBR Press, 2007)</u> for companies and <u>The Inside-Out Effect</u> (Evolve Publishing, 2013) for leaders. Follow him on Twitter at <u>@TabriziBehnam</u>.

FORMING A CROSS-FUNCTIONAL TEAM

A **cross-functional team** is a group of people with different **functional** expertise working toward a common goal. It may include people from finance, marketing, operations, and human resources departments. Typically, it includes employees from all levels of an organization.

PRE TEAM FORMATION

Define your team in advance:

- What is the right size for this team?
- Choose your team carefully. Pairing a free spirit with an engineer may not work out due to work styles. Volunteers are not always the best suited person just because they want to participate.
- What are your team member's strengths and weaknesses? List them and refer back when assigning tasks.
- How will those strengths and weaknesses play out for the specific purpose of the team and with other team members?
- Understand and make it known early on what the right size for this team will be.
- Understand and clearly communicate what the expected level of commitment is going to be.
- Commit to keep the team whole. Ie. Don't start someone and then pull them at a later date.

Define each team member's role within the team. Telling them ahead of time will focus the team's energy toward completion of the task. For example having someone on the team that is a good writer with a task of writing the narrative will focus that person's energy toward writing and not toward other aspects of the team process which could cause confusion and conflict.

CROSS-FUNCTIONAL TEAM FORM – DEFINE AT THE START

Team Name: Members: Purpose Statement: Safety Agreement: Final Product: Timeline: Meeting Frequency and Location: Authority Given/Needed: Budget: Tools Needed: Communication Strategies:

2.2 | Vision, Mission, Values

VISION STATEMENT:

Pioneering pathways to prosperity

- **Pioneering:** the definition means to invent new things, go into unexplored territory, or act as pioneer. Wasco County (as a government agency serving the citizens), will look to find innovative ways to open doors and create opportunities for Wasco County (the geographic area and its citizens) to prosper while at the same time ensuring that we don't forget our past.
- **Pathways:** We are a County of pathways, from the past to the present. We have a constant tie to our past, and we live with a constant tension between preservation and progress. Embodied in our story are the pathways of the Oregon Trail, the rivers, railroads and Interstate. These pathways not only serve as avenues to market, recreation, and agriculture, they are the intangible pathways that allow us to move forward toward an opportunity. Pathways are also the key to a successful future. Finding the right path both internally and externally, tangible and intangible for Wasco County is at the core of achieving our Vision.
- **Prosperity:** This means that our county prospers from our past and into our future. It is a vision of our county that balances where we came from and where we are going. It ensures that we are prosperous while we move forward, and at the same time does not discount where we have come from. Travelers on the Oregon Trail headed West in search of prosperity for their families, we follow a similar trail in search of prosperity for Wasco County (both the entity and the geographic area).

Together these three words embody what Wasco County envisions to be: a County that looks for new ways to open opportunities for ourselves, our citizens and creates landscapes in which we will prosper, all while balancing the tension between preservation and progress.

MISSION STATEMENT:

Partner with our citizens to proactively meet their needs and create opportunities.

County government is usually the first agency citizens turn to when they need help doing something they can't do themselves. Our mission statement reflects that we will work with citizens, in an active versus reactive way, to create opportunities that "pioneer pathways to prosperity."

CORE VALUES:

Embody the 100% Love culture

- Equity and fairness in all things
- Keep an open mind and be open to change
- · Kindness and compassion for people who live in our community

- Love what you do and have fun doing it
- Build a strong team
- Excellence in service

Relationships are primary

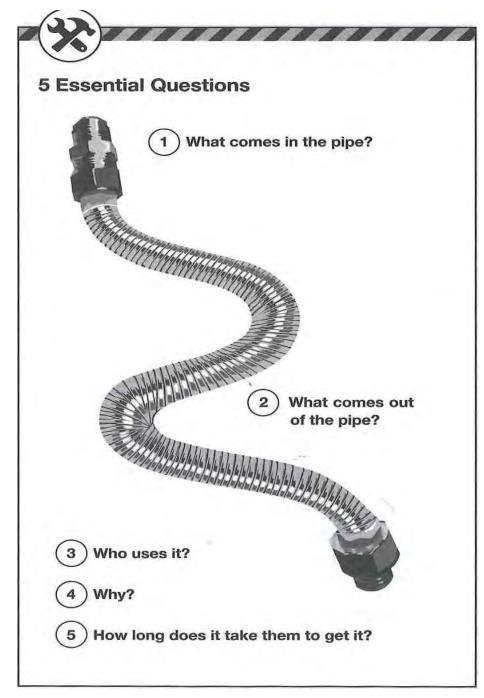
- Relationships come first, whether individuals or organizations
- Be a good neighbor
- Use honest and active communication
- Say what you mean, with 100% Love

Do the right thing, even when no one is watching

- Provide open access and transparency
- Accountable for actions and decisions
- Be impeccable stewards of our resources
- Strive to be the best performing rural county government

2.4 | Extreme Government Makeover

5 Essential Questions



Task Complexity and Process Simplicity p. 105:

Today's workforce is smarter, more skilled and they have access to technology which translates into an ability to do a greater number of tasks at a higher frequency with more complexity and higher volumes. In this situation processes can become much simpler because there is no need for the handoffs. This in turns makes the pipes shorter, straight and simple as opposed to the previous model where the focus was on task simplicity and process complexity causing pipes that twist and turn.

Pipes Performance p. 117-119:

Generally speaking a task or pipe has two components the actual work time and the remaining time that is spent waiting. The actual work time to complete the task consumes less than 5% of the time a customer spends in the process waiting for the task to be completed. Think about a key pipe and what comes out of the pipe. Analyze how long it takes to get the actual product and how long was spent waiting for it. Eliminate the wait time.

Poka Yoke the Process p.144:

A Japanese term that translates to mistake- proof or idiot proof. This is the mechanism that stops something (generally bad or undesirable) from happening. For governments this translates into creating a policy for every problem. Governments try to change customer behavior which is impossible. As such we need to be focused on changing us instead of everyone else.

Triage the Flow p.119:

One of the most powerful strategies for speeding the flow is to actually create more pipes - that is,give customers other pathways they can travel instead of the one pipe fits all approach. Look at the three types of customers those that are familiar and fast at moving through the pipe. Those that need their hand held at every turn of the pipe and those that are in the middle. Provide another pipe for those that can quickly move through so it frees up time to spend with those that need their hand held.

Process Simultaneously p.122:

(Can the product be completed simultaneously? A linear process to completing the task builds in time at the expense of production. The actual work takes the same amount of time to complete regardless of if you do it simultaneously or linearly with the other steps in the process. The difference is elapsed time to complete the process increases with linear work.) In your process pipe can any of the tasks be done simultaneously?

Eliminate CYA p.103:

(CYA creates complexity. Something goes wrong, somebody gets blamed, they build complexity into the process to prevent it from every happening again.) What complexity could be removed from the pipes to help straighten it out?

Eliminate Handoffs p.103:

Person A does the work, over time A becomes overworked so we hire person B to take part of the process from A instead of hiring two A's. Now A builds in CYA such as tracking sheets, logs in the handoff to Band vice versa and the

goal shifts from getting the work done and out the door to ensuring that I don't get blamed when the work doesn't get done.)

Quit Your Batches p.129:

(Batch processing holds one customer hostage to a larger group. Batches are quantity based and time based. Batches create wait time and backlog which slows your process and act as an on ramp to the Crazy Cycle.) Does your Pipe involve collecting a batch prior to processing or waiting for enough time to elapse before you star t the process?

Bust Your Bottlenecks p. 125:

(You can only be as fast as your slowest point in the process. Look for piles of paper, full inboxes, specialists, and where people are quitting. These are generally where bottlenecks exist.) Identify your pinch points (bottlenecks) and work to eliminate them by moving work away from those points ;stop doing things that are not absolutely necessary.

Appendix 2.6: Linking Department Plans

The top goals for each department are shown in bullet format under the name. The tables show what team will need help from that department in achieving their goals, and what help is needed.

COMMISIONERS/ADMINISTRATIVE SERVICES

Youth Services	NORCOR finding, social-emotional T2T work
District Attorney	Digitize files
Public Works	Increased partnerships, IGAs, MOUs, legal reviews, equipment replacement program, sustainable funding
Planning	Wasco County 2040 (comp plan update)
Finance/Human	Policies, grant policy rewrite
Resources	
Sheriff's Dept	Vehicle purchase, HB3194 – Community Corrections, grant application, Full-time Emergency Management position
Information	Update Computer Use Policy, IS shared services
Services	
Clerk	Vault/archive clean-up
Assessor	Infrastructure and resources, county owned land, dept. vehicle/use, dept. long
	term space needs

CLERK'S OFFICE

- Special District Election
- New tabulation system
- Launch records management system
- Back index of deeds

Finance/Human Resources	On-boarding, Eden training (staff), new P-card training
Facilities	Jail remodel/reorganization, archive materials moved
Information Systems	Creating interface between GIS and other databases (Clerk)

COMMUNITY CORRECTIONS

- Establish Adult Transitional Housing Program
- Establish Adult Work Crew Program
- Expand Cognitive Program
- Expand Abuse Treatment Program

Finance/Human Resources	Streamline on-boarding, Grant Policy rewrite, Eden training (staff time), new P-card training
Youth Services	Community work service

DISTRICT ATTORNEY'S OFFICE

- Connect NORCOR and TDCP with PBK
- Digitizing Files

Facilities	HVAC Replacement 3rd floor 301
Finance/Human Resources	Streamlining on-boarding, Eden training (staff), grant policy rewrite, new P-card
	training
Clerk	Vault/Archive clean-up

FACILITIES

- Repaint Annex A
- 301 Courtroom HVAC replacement
- Public Works shop lighting replacement
- Old jail reorganize/plan for development

District Attorney	Digitize DA files
Planning	Improved outdoor lighting
Finance/Human Resources	Streamlining on-boarding, Eden staff training, grant policy rewrite
Public Works	District shop improvement plan
Admin/BOCC	Remove wall in 302 Commission meeting room
Sheriff's Dept	Radio infrastructure, remodel upstairs Annex B
Clerk	Improve vault temp/humidity controls as part of record management program,
	ballot tabulation system install

FINANCE/HUMAN RESOURCES

- Build Budget Process for FY '18
- Audit Prep and Finish
- Implementation of P-cards with Eden upload

District Attorney	Digitize DA files
Public Works	Equipment replacement plan, district shop improvement plan – capital, staffing
	for Ormap project, sustainable funding
Facilities	Jail remodel/reorganize, move archives
Clerk	Vault/archive clean-up
Youth Services	Eden update for Youth Think, everyone on the bus 100% love
Finance/Human Resources	On-boarding
Information Systems	Update Computer Use Policy (HR), creating interface between GIS and other databases (Eden), Eden web extension
Sheriff's Dept	Vehicle purchases, grant application, CSW Coordinator joint with juvenile, full- time Emergency Planning position

INFORMATION SERVICES

- Prep for CJIS audit
- Upgrade virtual infrastructure
- Update active directory domain
- Upgrade firewall
- Finish build-out of new ESRI platform

Finance/Human Resources	Eden web extension, on-boarding, Eden training (staff), policies
Sheriff's Dept	Electronic solutions, vehicle purchase, radio upgrades, radio infrastructure, Facebook
District Attorney	Portals for DA Office, digitizing DA files
Youth Services	Technology support – access common forms, video's web conferencing
Planning	Have public records tied to specific property via GIS, Google Suite + database training, legal parcel database
Public Works	Public Works Facebook page
Clerk	Ballot tabulation system install, make records associated with specific property available through GIS map layers
Assessor	Technology Ascend web website

PLANNING DEPT

- Solutions center (customer service)
- Comp plan update
- Abatement Program
- Communications strategy

Youth Services	Land use planning management
Finance/Human Resources	On-boarding, grant policies, Eden training (staff time), new P-card training
Information Systems	Eden web extension
Public Works	Boundary line adjustment clarification to be consistent throughout county and cities

PUBLIC WORKS

- Long-term sustainable funding
- Update Transportation Improvement Program
- Implement "Towards Zero Death" Program

Finance/Human Resources	On-boarding, grant policies, Eden training, P-cards
Information Systems	Creating interface between GIS and other databases (Eden)
Facilities	Lighting change out in shop
Planning	Legal parcel database (surveyor)

SHERIFF'S DEPT

- Replace all 911 radios
- Bring Community Corrections up to speed with 3194 projects completed

Finance/Human	Grant policy rewrite, streamline on-boarding, P-cards (Eden staff training)
Resources	
Information	Creating interface between GIS and other databases, MDT
Services	
Youth Services	Vehicle plan
District Attorney	Portals for DA office
Public Works	Establish "Towards 0 Death" program
Facilities	Jail remodel, Annex C repaint project (911 impact/awareness), archive materials
	moved
Clerk	Vault/archive clean-up, election outreach (NORCOR)

TAX AND ASSESSMENT

- ProVal Conversion
- Ascend web launch
- Wasco County owned land sale

Public Works	Lower my property tax
Information	Create interface between GIS and other databases
Services	
Facilities	Old jail remodel, move archives
Finance/Human	Grant policy rewrite, Eden training (staff), P-card training, streamlining on-boarding
Resources	
Clerk	Vault/archive clean-up

YOUTH SERVICES

- Create Youth Think Promotion and Prevention Division
- Community Work Service (Youth and Adult)

Finance/Human Resources	On-boarding, new grand process, new P-card training, Eden training (staff time)
Sheriff's Dept	CSW Coordinator
Planning	Abatement Program

3.2 | Culture From The Inside Out

ORGANIZATIONAL VALUES ASSESSMENT TOOL

1.1. Does your organization have a set of identified core values? O No **O** Yes **O** Unknown 1.2. Do those core values drive the decisions made by the organization at all levels? **O** Yes O No **O** Unknown 1.3. Can every employee within the organization state the values from memory? **O** Yes O No **O** Unknown 1.4. Has the organization assigned specific behaviors to the values? O No O Yes **O** Unknown 1.5. Are the values integrated into the hiring process? (Do your interview questions reflect the values you are looking for in your candidates?) **O** Yes O No **O** Unknown 1.6. Are the values integrated into the review process? (Do you hold your employees accountable for living the values by making them a part of their performance evaluation?) **O** Yes O No **O** Unknown 1.7. Does your organization hire for values? (Are you willing to hire someone who may not have all of the trainable skills necessary but does exhibit all of the values?) **O** Yes O No **O** Unknown 1.8. Does your organization fi re for values? (Is your organization willing to fire a high-performing employee who does not live by the values created?) **O** Yes O No **O** Unknown 1.9. Does your organization provide rewards and recognition to employees based on values? **O** Yes O No **O** Unknown

87 responses

View all responses Publish analytics

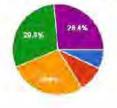
Summary

How long have you been employed at Wasco County

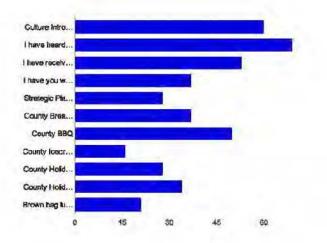


17	19.5%
20	23%
11	12.6%
39	44.8%
	20 11

Over the past year Wasco County introduced the "100% Love Culture Guide." How would you rate your level of knowledge of the Guide and implementation of the the values:



- 1 Very little information no formal introduction to the materials 6 \$.9%
- 2 Attended introductory meetings, but have not been actively engaged since introduction 8 9.2%
- 3 Understand the concept of 100% Love Culture, aware of the meetings and intent, not a lot of crossover to my current position 24 27.6%
- 4 Participated in introductory meeting, County activities and engaged in discussions about how to implement within my departmental. 26 29.8%
- 5 Fully understand the 100% Love Culture and have participated in multiple activities and intitatives including cross-department planning teams. 23 26.4%



What opportunities have you had over the past year to participate in 100% Love Culture activities? (Please check all that apply)

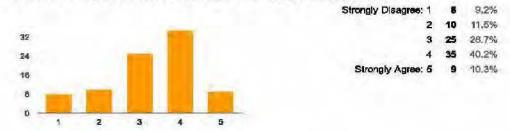
Culture Introductory Meeting	60	69,8%
I have heard or read the Original 100% Love Story	69	80.2%
I have received a 100% Love "Wow! I Noticed" note.	53	61.6%
I have you written a 100% Love "Wow! I Noticed" note.	37	43%

56

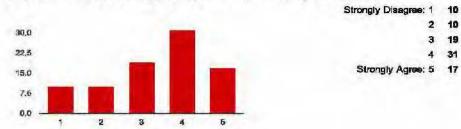
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Strategic Planning meeting	28	32.6%	
County Breakfast	37	43%	
County BBQ	50	58.1%	
County Idecream social	16	18.6%	
County Holiday Potluck	28	32.6%	
County Holiday events: (Tree decorating , polar express train car decorating, door decorating, etc.)		39.5%	
Brown bag lunches	21	24.4%	

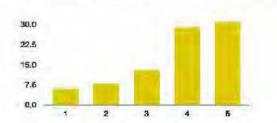
We as Wasco County are living the core value: "Embody the 100% Love Culture"



We as Wasco County are living the core value: "Relationships are primary"



We as Wasco County are living the core value: "Do the right thing, even when no one is watching"



Strongly Disagree:	1	6	6.9%	
	2	8	9.2%	
	3	13	14.9%	
	4	29	33.3%	
Strongly Agree:	5	31	35,6%	

11.5%

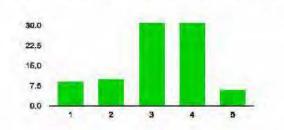
11.5%

21.8%

35.6%

19.5%

We at Wasco County makes decisions based on the core values at all levels.



Strongly Disagree: 1	1	9	10.3%
2	2	10	11.5%
5		31	35.6%
4	F.	31	35,6%
Strongly Agree: 5	5	6	6.9%

STRATEGIC SUMMIT SESSION NOTES 2017

How often does your department talk about and/or review the 100% Love Culture?



Please share your experiences and observations of successes in the implementation of the 100% Love Culture and Core values.

none

I have seen a change in general stitude throughout the whole organization, I love feeling the love.

General atmosphere feels better

I have heard stories of how the department was in shambles prior to the establishment of the 100% love culture however I have not been present long enough to see it when it was at it's worst, personally. But from my perspective as a new person, the atmosphere is excellent, we care about the county and it's residents, and everyday we try to learn something new to help someone else out.

In past years, we had problems with employees being degrading to other and since the 100% has been implemented that has now stopped. Cross functional teams

I see that people are very excited about 100% Love and often hear them discuss it in staff meetings, ad-hoc conversations, and gatherings. During my time here, I've been excited to learn about 100% love and have enjoyed the tearn environment. I was not expecting the acceptance and adoption rate of this culture, especially after hearing it has only been around for a year.

Not a specific, but the willingness of departments to reach across the divide to another department is great. It makes coordinating smoother when resources do not have to be diverted to managing relationships.

Our department treats everyone with 100% love. Customer service is primary and it helps to know that management agrees.

I have seen people make time to make it happen - which is impressive because we are all so busy. I have seen the Commissioner's make decisions specifically to show love to their staff; the recent anow days to ensure their safety spoke volumes to our staff. I have seen a good sense of humor about the warm and fuzzy aspects that have helped the team come together.

I personally feel much more connected as a county employees since this effort began.

While sharing the 100% Love Story with the public, I was pleased to see that it is readily accepted, and most expressed positive feedback regarding it.

The successes I have seen with the implementation of the 100% Love Culture come from our community. When I walk into a restaurant and see our buttons, when I am out and about and people ask me what the button means, when I am able to give them a button and share the story. The success is sharing the message, sharing the love.

I have seen a change in the interaction among departments, Not all departments are acting independently as before,

I see so many people stepping into the practice of 100% love by way of public contacts and cross-dept interactions

I think the biggest success has been the way the county administrator has opened up and accepted the 100% Love culture and wants to see it through.

We have seen success by seeing "buy in" from our department employees. For the most part everybody is on board. They are also seeing the value in our Core Values and how they can work with interscting with the public.

The Sheriff's Office door decorating tried to embrace the culture by inviting county members to come to the Sheriff's Office and participate in an interactive game. EAS support staff is very good about sharing supplies and knowledge. Kathy White has helped me with PDF forms and Excel spreadsheets. I think employees take the extra time to physically escort customers to the offices they are looking for.

Staff enjoy the environment the new culture created. The public are beggining to recognize the change the more they deal with us, as it has a positive impact on thisr experiences with us.

im not sure how much is 100%, or just building relationships, but relationships are good for the most part

Persistent effort on behalf of management to embody the spirit of 100% Love Improved morale of staff Stimulated creativity when thinking about problem solving, coming up with fresh ideas, pushing us outside past presumed norms. Increased awareness/acceptance of differences, awareness of interdepartmental relationships, vision of the County as One Team.

All that's changed is a catchy alogan and a new logo. The only love shown is from management to management.

It was forced on us as a new idea even though most employees were already doing it. Management is not living it by their actions, they are still looking out for number 1 and number 1 is NOT their employees

My department has always lived this culture, even before it had a name.

We have made good progress in rolling out the culture, I believe we need more opportunity to discuss and share these changes in bigger ways to connact employees across departments.

It is a great concept but too much time is spent on something that should come naturally, by being a good person. And if it isn't, then the County should put on communication and relationship building classes, or team building exercises, for those individuals. Departments and individuals who previously exhibited the golden rule, seem to not get credit for doing a job well done. I think sending admin off to an expensive retreat is something that goes against what the county does for the employees, money and time could be better well spent. N/A

At least from our point of view in dispatch, the 100% love culture has amounted to a lot of talk and not much else. We feel strongly that we were already doing these things for our citizens, going above and beyond in our call taking and information gathering, and being proactive concerning working with our deputies and other agencies. Many of us have had personal struggles over the last few quarters and we have all pitched in where we can to support each other. I think that many of us would do the same for a deputy on our personal time, though we doubt a deputy would do the same for us. To us, this was not a "new" concept. We are our own family up here, and while several of us do feel that we belong to the WCSO team, we don't necessarily feel included or that our contributions matter outside of our little room up on the hill. Case in point, the all county staff meeting where one department's single incident was lauded (a scuffle, which admittedly is always a big deal and should be recognized as a potentially scary situation where no one got hurt) but another department's six monthe of overtime and 12 hour shifts was overlooked, with many of the dispatchers putting in a 14 hour day in order to attend the meeting. We don't require hand holding or constant gold stars. We do what we do because we love it, and have a passion for public safety. But overall I think it's safe to say that many people up here do not feel that 100% love has necessarily been shown our way. When we are slogging through a foot of snow in a parking lot. that has been unplowed for almost 48 hours for yet another 12 hour shift, that's not 100% love. When a dispatcher receives a note from a grateful citizen but not feedback from superiors, that's not 100% love - and yes, I realize it's not about accolades, but it's appreciated, and It's free to give an attaboy when one is due. When you have an opportunity to publicly thank a group of employees that have sacrificed sleep, family obligations, and personal time due to short staffing that occurred in part due to an inept (now relired) direct supervisor and you don't take it, that's not 100% love. I do think it's important to note that these feelings are not the fault of our immediate supervisor - in fact I feel for him because I think that he KNOWS how we feel and he's stuck in the middle, duty bound to continue to push this "culture" on us when we've made it clear that we don't need him to do that. He frequently shows us 100% love, and has been a tremendous addition to the communications team. We will continue to do the right thing when no one is watching. We will continue to value our relationships with each other and those around the county. We will continue to serve our citizens, co-workers, LEOs, and fire/medics as well as we always have, with ar without the 100% lave culture. But we were doing it long before it became the county buzzword.

None, I've only seen employees doing the best they can in the current situation for the most part.

I know of people who have joined County staff or postponed retirement based mostly on the culture. I have also seen an significant increase in STAR Team event participation.

Folks either live it or dismiss it. Need to figure out how to bring those slow adopters along.

How about asking for other comments - like do we feel the love from management (i.e., Administrator, Board of Commissioners). My office does GREAT with providing service but I'm not feeling it from the higher ups.

I have seen a big difference in both staff and employees. People are more friendly and willing to help.

I'm not sure what the successes are, as they are not shared on a County wide scale.

The onboarding of new staff has become much more welcoming. The other piece I have noticed is the kindness between employees.

What we do day to day at Road Dept. is & always been about serving the Public without 100% Love.

The Road Dept. has always had 100% love. The rest of the county we see very little love.

nothing to share

Same values as before.

Great concept but needs to start at the very top (BOC)

I try to do the right thing for the public

Partnering up with co-workers to get jobs done, Helping out everyone,

I have seen people use the phrase 100% Love as a railying cry or litmus test of how we're treating people. There have been lots of good stories shared. There are more people wearing the button - even people outside of the County. We work better across departments. We have increased participation in events.

It appears to me that 100% Love culture is accepted and practiced daily

I do feel that everyone is trying in their own way to be a part of the culture.

I have observed no success since the implementation.

As a member of the Wasco County team what have been the challenges you've seen in implementing the 100% Love Culture. What do you see as future challenges?

I think at face values some feel that the title 100% Love is comy or to touchy, soft and emotionally based. A future challenge I think will be the maintaining the momentum. Often you start something like this and it works for a little while until it becomes old hat and people just think oh that again attitudes.

The one size fits all approach sometimes doesn't fit with individual Department cultures, and may in fact work against them. It would be nice to have some options/alternatives for engaging in 100% Love in a way that feels more authentic.

Not everyone getting on board, people still feeling angry and that may never change.

I am too new to witness any challenges. The only thing I have seen is certain people not seeming to embrace the culture and grow as a team in It.

See above. Now I see where most employees are working closer, which helps in doing our job. Also being nicer to the public.

Not sure if individual department employees are well versed across the board

I have not had much experience in the implementation, but I have experienced positive interactions at all levels and have heard from multiple people who have been here longer about how it was and how it is now. During these conversations, the only consistent challenge mentioned, has been the adoption of the culture by those who have worked at the courthouse for many years.

Relevancy for some positions. The benefits for some positions are not as tangible as for others. The big challenge will be to get everyone to consistently look past their 'desk' and see how it all fits logether.

Time to write the notes and tell the story. I am terrible because I'm behind in almost everything - which puts me further behind in making an effort to write notes or plan office fun/activities. I am constantly impressed by others who can make it happen.

Some employees refuse to really give it a chance and are a negative influence. Future challenges ... how to deal with employees who are not destrous or willing to give an honest effort with the 100% love culture. Determining what 100% love looks like in a performance evaluation. There has been some resistance to the term "100% Love". Several of our staff have expressed sentiments that it is too warm and fuzzy (paraphrased) and some seem to have an awkward response to it.

I wish employees will get the option to vote as for times/dates works for county activities. For example the Christmas potluck. No one in our office (with the exception of the supervisor) has attended since it was moved to the evening. Same with the breakfast. Or if we get an email saying offices are to close at this time to join us to potluck/breakfast atc. Poor communication all across.

Current Challenges: -Employee Buy-in (Employees opinions weren't gathered-no committee to help create buy-in and convey the message.) -Intentional Coaching/Mentoring (Who are our cheerleaders? Who can help spread the message?) Future Chellenges: -Consistency (standing behind the message of 100% Love) -Bringing the right people on-board (New Hires in all departments/all positions) -Director/Management Team (will they continue to uphold the culture and not bread cynicism?)

Newer hires have not been fully engaged to see that there is a need to be "part of the team" with the whole County. Sometimes they are too focused on their own job.

I see some inconsistencies between the culture and the structure of some of the compensation practices.

I think the biggest challenge will be getting several of the department heads that think they are showing the 100% Love culture to their people but the employees don't see it or trust them.

At this time there are some employees who think we are already doing this and this is just another "gimmick" from the administrative staff. It is hard to tell how it will progress with certain employees but trying to get those employees to think differently will be one of our biggest challenges. Another challenge is to have enough time to keep the plan going. Everybody in all departments are extremely busy and sometimes don't have the time to work on the plan, even though the work load is spreed out. We don't want to lose focus on the program, however we have to find a balance to make sure it is successful but keeping in mind we all have obs to do.

Negativity of long time employees, Getting long time employees to look to the future and forget about the wrongs of the past, Administration demonstrating transparency.

Attacking the problem and not the person, we have made great progress in this area but it deserves further and consistant effort.

Honestly the name makes it hard for some to get on board

Now and Future: longtime expanence employees who have a mode or style of work habit and relationships - change in practice inherently difficult; change in attitude can be impossible. Intrinsic motivation comes from within and some people are not ready personally. It will just take time and good hiring practices.

Poor management skills.

leadership

Supervisor publicly yelling at employees and giving a direct order for employees not to have or express an opinion. This culture comes from the top down and is not being demonstrated by supervisors. Departments are short staffed and yet there has been no cross training to help fill vacancies, despite talking about getting it done. Any suggestion at ways to help temporarily fill positions is met with immediate opposition. Management needs to have an open mind and explore employee suggestions.

Resistance from the "old school" to change the way things were. To keep all employees engaged, continued creativity to keep the culture fun and in the forefront of all minds.

Focus needs to be shifted, making a policy isn't going to just make operations be the way it was visioned. I feel the delivery of the policy didn't go with the 100% love culture. I would like to see more classes or team building exercises to encourage the 100% love culture. I would like to see more cross training and a process developed where people can make routine suggestions to make the different departments work together on a more effective and respectful level.

NA

Because our department has a varied schedule, we don't have access to all the county value activities. It makes you feel separated from the group at times.

I personally haven't had any, nor do I think anyone in my department has. However, I do feel that the county is up against a wall with us. Despite my negative words regarding this concept, I love working where I work, and I love the people I work with. I still leave here feeling like I made a difference in someone's life every day. Future challenges will come if my words are taken to heart. People in here need to let go of past hurts and indignities - a select few still haven't forgotten the county's consideration of "shipping us to Condon," and those things take time to heat, It will go faster if those people realize they are appreciated, and that they are a valued part of the team. The hurt exists BECAUSE of our passion for what we do and where we do it - here, at home. I can see things improving over time if certain efforts are made. Again, we don't need to be babysat. No one up here needs a sticker chart. Just....remember to show people that they matter. Remember that at the end of every successful call there was a dispatcher who played a part. Remember that at the end of every tough call, there is a dispatcher who may be struggling. You can not possibly know how deeply it affects us when you take the time to check in, It is appreciated more than you know. I would like to see us all move FORWARD together. From a dispatch to citizen viewpoint, we are already doing everything right. It will be up to some of my coworkers to decide if they want to accept any overtures from the COUNTY that will start us heading back in the right direction, and I truly hope they do.

You are trying to implement a "touchy feely" concept into a para-militarily organization. That is not going to fly. Whatever happened to doing the right things because it was the right thing to do. I don't need some kind of Love Culture to tell me how I should be behaving and acting. I was raised to be polite and courtaous to everyone I come into contact with regardless if I'm at work or not.

There is still some resistance to the culture, especially among those who have been at the County for many years - some do not see the need for a shift in culture and others do not trust the sincerity and/or longevity of the culture.

Resistance with certain groups of employees.

Administration doesn't practice what they are trying to sell

Learning to trust it.

1.) The 100% Love Culture has not been discussed in my department by leadership, nor do I see the culture exemplified or supported by my manager. This may be a result of how our department is currently operating, it feels like "weak generals, stronger lieutenants" with no direction, little support, and little action to move towards 100% love and support. 2.) 100% love is seen and probably feit at the director level, but is not trickling down beyond that to include all employees (this may be because of what is happening County wide is not being shared). It might be helpful to share culture mission, what it means to all employees, and the role each employee plays in this culture shift and get their feedback (this survey is a good choice). Also, recognizing every employee for their efforts. It is important that all are recognized (WOW, I noticed...), not just a select few.

Reaching out to sub-committees, commissions, boards, etc. and setting expectations beyond the traditional employees.

The balance between employees and courthouse

Starts at the Top but not flowing downhill!

Diont care! Doesn't apply to my position

none

Some departments had already been practicing the core value and were offended by the way things were presented to them.

not much

People don't care

Holding onto the past - Hard feelings with performance based pay scale upper management talks a good game - not real/just for show. Tyler's and Lisa's idea is not applicable in real life

Have not had any

Not everybody embraces the culture - some are still skeptical or mock it. I think a challenge going forward is embedding it into our daily activities so it doesn't become "out of eight, out of mind".

maintain and improve current comittment.

There are still a few departments that are not feeling the love. Until some bridges are crossed and relationships mended there will always be a challenge

The challenges range from a ridiculous feel good safe space type of name to the laughable "bus" analogy to describe a professional environment.

Do you have a 100% Love story you would like to share? (Please share it below)

no

The other day, I was leaving work. We had already closed down our registers and I was ready to go home a relax; However, a Spanish Speaking lady stopped me in the hall (luckily I speak Spanish) she told me she works until 4 everyday and wouldn't be able to make it back to make her tax payment and that she is really stressed out because she is the only family member who can drive. My heart was full of compassion. I let her in the office, I hand wrote her receipt, and put her payment in a safe place (the safe) until the next moming so I could enter it. She was grateful and I felt good about the decision. I was told that was a true example of 100% Love Culture :)

Not at this time.

Not at the moment but there are many

None, yet!

The IT and Facilities staff are incredible. They are always so responsive and friendly. They are a model for us all!

Kathy White-goes above and beyond her job description. Not only is she culture wrapped up with a bow but she exemplifies what it means to be a cheerleader! Facilities Team-There is no task too small or too big. They will get the job done sooner or later. Information Services-A-MAZ-INGI I have never worked for an organization that had an IT team get the job done as efficiently and effectively as Paul. Scott, Andrew and Jaime do. They are superstarst

that would change the anonymity factor.

There has been to many to list. I see it every day, most all employees are willing to do what they can to help their fellow employees.

There are too many.

Efforts to implement a transitional housing program have been challenging. One neighbor, and elderly couple, have been very vocally opposed to a recent plan on a specific house. After they made many calls to many prominent and connected people, a lot of misinformation and concern was quickly directed towards County govt. Instead of shrinking away from the concerned neighbors, additional outreach was made to stay in communication, provide procedural justice, and maintain a transparent process. In the midst of ongoing drama, additional visits to the neighbors at their house generated positive relationship building. Even though the neighbor may never be an ally of the housing program, their respect for Wasco County and its employees contacting them have remained positive. On the way out the door after one visit, the wife said, "Please come visit us any time!" After initial proactive efforts, staff now feels much more comfortable maintaining a positive relationship rather than assuming a bad one.

If you look at it from a wider lens of how it has changed peoples hearts to be more caring, more aware of what we are doing on a daily basis and how it impacts those around us both internally and externally, that's love.

I forwarded mine to my supervisor, and I believe it was passed on up the chain, though I never heard anything more. In general, I just want to say that my coworkers have been tremendous during these last 6 months while we struggled (and continue to struggle) with staffing. We've had our share of ups and downs, but we made it through with minimal sick time, rescheduled vacations, sacrificed training opportunities, postponed family obligations, and we did it all short on sleep for weeks on end. I think every single one of us would do it again. Truly. If that's not 100% love I don't know what is. No one walked away. No one gave up. We dug in and got it done. We love what we do, and we want to see Waaco County perform to the highest standard possible. We weren't about to let anyone down on our end.

No, because there have been none. Only people doing good work for the County. I can only say in regards to people telking the Love Culture has only been negative in context not to mention that it also has some socialist and Scientology vibes to it. No thanks you can have your cult culture somewhere else just not with me included.

Too many stories to pick out just one - and that is, in itself, my favorite 100% love story!

There are many but I would have to say, I work with some really great people!

Everyday we plow or sand roads for the public

To many to share at the road dept.

No

Hell no.

We have multiple stories they occur year round

helping people

Youth workcrew and Coordinator helping out facility crew and city with snow and ice removal. The hundred percent love culture has brought so many to come together as a team! Looking forward to another year to grow this culture even more.

I made a very rockie election mistake that had to be admitted publicly in a variety of places/events. When I had to present at The Dalles City Council meeting, Rod Runyon, Tyler Stone and Kathy White all showed up to support me, which showed that the County truly backs 100% Love even when you make a mistake.

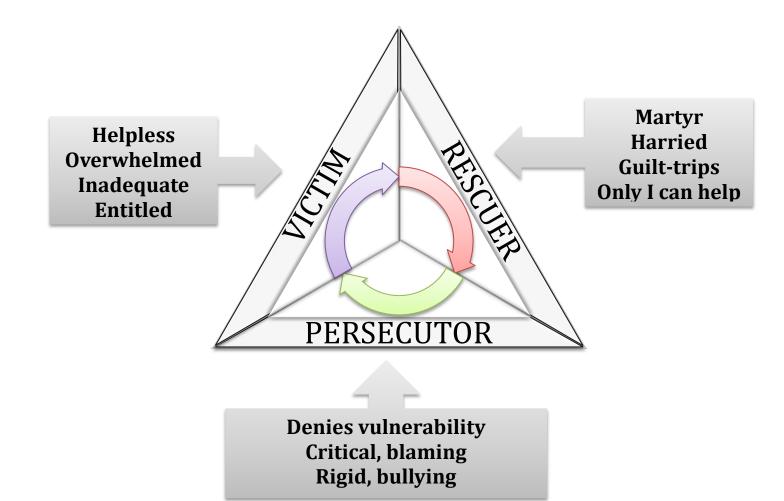
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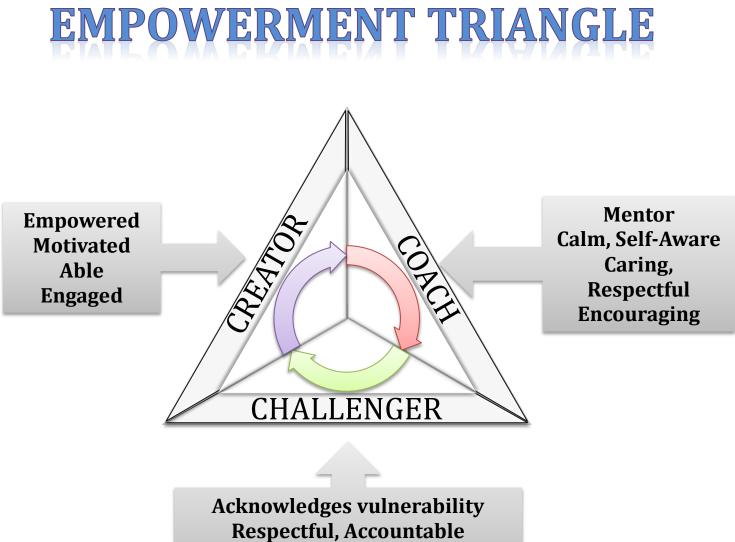
Kathy White is always showing 100% love. She is always going above and beyond for everyone around here. She is an amazing example of the 100% love culture in action.

Number of daily responses

50.0 37.5 25.0 12.5 0.0

3.6 | Trauma Triangle Progression REENACTMENT TRIANGLE





Fair, Approachable





Pioneering pathways to prosperity

STRATEGIC SUMMIT SESSION NOTES 2017	66
Drama Roles	Empowerment Roles
 Feels overwhelmed by their own sense of vulnerability, inadequacy or powerlessness. Doesn't take responsibility for self or their own power and instead looks to a rescuer. 	 CREATOR Feels empowered to create change Takes responsibility for their own actions or inactions Self-aware of vulnerabilities Communicates needs and what supports would be helpful Action Oriented
 PERSECUTOR Attempts to fix through force. Can be authoritarian, controlling and often punishing of the victim ("for their own good"). Often over-powers others. Domination is the most prevalent style of interaction. Denies their weaknesses. Often fears being powerless. Denies own vulnerability, needing to focus on someone else as weak or broken. 	 CHALLENGER Acknowledges a problem Communicates expectations Seeks equitable solutions Respectful, Fair, and Accountable Self-Aware Empowers others to improve Provides reasonable access to helpful resources.
 Doesn't own their vulnerability, seeks instead to "rescue" those they see as vulnerable. Denies their own needs. Often does more than their fair share of the work, May offer "help" without being asked rather than finding out how (and if) the other person wants to be supported, Agrees to do something they don't want to do. Often ends up feeling taken advantage of or resentful, used, or unappreciated in some way. Does not take responsibility for self but instead takes responsibility for the perceived victim they are trying to rescue. Can end up feeling like the victim. 	<section-header><section-header><list-item><list-item><list-item><list-item><list-item><list-item></list-item></list-item></list-item></list-item></list-item></list-item></section-header></section-header>

Empowerment Roles

CREATOR

- Feels empowered to create change
- Takes responsibility for their own actions or inactions
- Self-aware of vulnerabilities
- Communicates needs and what supports would be helpful
- Action Oriented

CHALLENGER

- Acknowledges a problem
- Communicates expectations
- Seeks equitable solutions
- Respectful, Fair, and Accountable
- Self-Aware
- Empowers others to improve
- Provides reasonable access to helpful resources.

COACH

- Self-Aware; acknowledges own vulnerabilities
- Maintains boundaries, only "owns" their own part in any situation
- Provides Support, Encouragement
- May provide skill building
- Only takes responsibility for their own actions and reactions

What Triangle Are We In?

Ask Questions...

- Are we helping a person to change? If so, how?
- If we're not helping towards change, are we reenacting?
- Are we circling around issues but not coming up with solutions?

How Do We Change Triangles?

- Stay in your own experience.
- Slow things down using breath or a tool from your safety plan.
- Use "I" statements.
- Acknowledge the responsibility and power of each individual.
- Talk directly with each other instead about someone to someone else.
- Take a position of empowerment and respect.
- Take a position of accountability.
- Coach others towards roles in the Empowerment Triangle.

STRATEGIC SUMMIT SESSION NOTES 2017

Approved this 7th Day of June, 2017.

Wasco County Board of Commissioners

Rod L. Runyon, Commission Chair

Steven D. Kramer, Commission Vice-Chair

Scott C. Hege, County Commissioner

Agenda Item Executive Session

Per ORS 192.660(2)(e) Real Property Transactions; ORS 192.660(2)(h) to consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.