

REBECCA DEAN PLLC

March 19, 2016

VIA EMAIL
Francine Reis
Human Resources Director
Clark County
PO Box 5000
Vancouver, WA 98666

Re: Engagement – Clark County/Investigation

Dear Ms. Reis:

Thank you for the opportunity to conduct an investigation on behalf of Clark County (“the County”). I appreciate your confidence and look forward to working with you.

Accompanying this letter is a Statement of Services and Charges. This letter and the Statement of Services and Charges are my engagement agreement with the County and will continue in effect unless we make other written arrangements.

The Scope of the Engagement

You have asked me to conduct investigations into the following:

1. [REDACTED]
2. Retaliation complaint filed by AFSCME dated March 2, 2016 (Exhibit B)
3. Clark County Council requested an investigation into allegations made by Councilor Madore that staff in the Department of Community Planning and the Prosecuting Attorney’s Office intentionally provided false information, manipulated data, improperly influenced the outcome of the Thorpe Review, and reported rural VBLM results/assumptions that were inappropriately manipulated to advance their own agenda, and were insubordinate to the Council. These allegations were made in public meetings, on Facebook postings, in emails and in an op-ed article from January 1, 2016 to present.

I understand that you have retained me because I am a lawyer with experience in workplace investigations. Nevertheless, I will be conducting a factual investigation, and will not be acting as legal counsel to the County. Consequently, many of the ethical rules and standards applicable to an attorney when the attorney represents a client, such as a duty of confidentiality and the attorney-client privilege, do not apply to this investigation. I assume that, to the extent you deem necessary, you have consulted about these issues with the County’s employment law counsel.

Additional Information Regarding Workplace Investigations. It is possible that I may later be asked to provide information regarding the investigation to third parties or subpoenaed to testify in a deposition, arbitration or in court and/or to produce my investigation file. If this occurs, all time spent in responding to the request or subpoena, preparing to testify, and testifying is within the scope of the original representation. I will bill the County at my regular hourly rate at the time services are performed and for the associated costs. I recognize that if the County is a party to formal legal proceedings, the County or its trial counsel may be able to recover some expenses from the other party. It is not, however, feasible for me to directly bill and collect these costs from the County’s opposing party.

I will not provide information concerning the investigation to third parties without the County’s knowledge and consent, and without the County’s express consent, will not respond to informal requests for documents. I cannot, however, become involved in disputes between the County and parties to a dispute regarding the scope or enforceability of a subpoena. I will notify the County or

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its representative of any request for information or documents or the service of a subpoena. With regard to subpoenas, I will give the County and its trial counsel a reasonable opportunity to review the file, assess whether the entire file or a portion of the file should be withheld, and decide whether to interpose objections to a subpoena or move to quash. Nevertheless, I will not assert objections or file a motion to quash myself, and unless the County takes action to oppose the subpoena, will appear and/or produce the file upon the subpoena return date.

Check for Conflicts of Interest

I have not identified any conflicts of interest.

Contact Information

Please contact me with any questions that you may have about my work or any other aspect of my services. You can reach me at (206) 465-3594 or by email at rebeccadean@comcast.net. My fax number is (206) 420-8900.

It is my understanding that you will be my primary contact with regard to this investigation, although others may assist with scheduling and arrangements for the investigation. Because of the nature of this engagement, I will assume that I should not communicate with others concerning the investigation process or results unless you advise me otherwise.

Fees

My hourly rate is \$240. If you ever have a question about a bill or disagree with an entry, please call me immediately. My hourly rate is typically adjusted annually and changes in the rates go into effect immediately. Those changes will thus be reflected in the next month's billing statement.

Other Practices and Procedures

The Statement sets forth in more detail certain practices and procedures. Please review it and contact me if you have any questions. If there are any changes that you would like to see, we will need to agree to them in writing.

Questions

Please call me at any time regarding questions you may have about my services, billing practices, or the terms of this engagement.

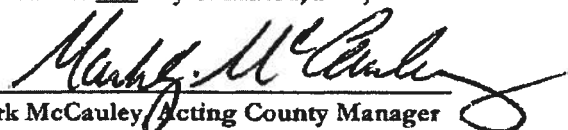
Very truly yours,

REBECCA DEAN PLLC



Rebecca Dean

Agreed this ^{25th} day of March, 2016,


Mark McCauley Acting County Manager

STATEMENT OF SERVICES & CHARGES

This Statement of Services & Charges ("statement") sets forth my standard practices and billing procedures, which will apply to your account unless we have agreed in writing to other arrangements. Please review this statement carefully and contact me promptly if you have any questions. **This statement, as modified by my engagement letter and any subsequent written communications, is my contract with you.** If you have not received an engagement letter, this statement will be my contract with you.

The Scope of Engagement

The engagement letter sets forth the scope of my engagement and the nature of the services that I will provide. If there are any significant changes in the future in the scope of this engagement, I will confirm those changes in writing with you.

I will at all times endeavor to provide services in accord with professional standards. However, any expressions on my part concerning the outcome of this engagement are expressions of professional judgment and are not guarantees of results. Additionally, my services are subject to rules of professional conduct, are necessarily limited by my knowledge of the facts, and are based on the state of the law at the time I render services.

Basis for Fees

My fees for a particular matter may be based upon a variety of factors, depending on the nature of the engagement and any special written arrangements you have made. I keep records of the time I spend on your work, which will be reflected on the invoice sent to you. I bill in tenth of an hour increments. Although the majority of the work I perform is based upon the hours expended, we may agree upon alternative fee structures for particular projects.

I am often asked to estimate the fees and charges for a particular matter. I will attempt to prepare estimates upon request, although it is often very difficult to make an accurate prediction. Please understand that any estimate I provide is not a maximum or fixed-fee quotation and, absent my express written agreement to the contrary, the ultimate amount due may vary from the estimate.

Ancillary Charges

You will be charged for certain expenses advanced or incurred in connection with this engagement, including travel expenses (such as air fare, airport parking, transportation, and selected local travel expenses such as mileage or parking charges), and third party expenses. I do not charge for long distance telephone calls made within the United States or in-office copying.

Examples of third party expenses include copying performed by out-of-office services and shipping charges, outside messenger services and similar costs. For the most part, third party expenses are passed through to you at my cost. With the exception of minor outside service copying and shipping charges, I usually will arrange for direct billing of the third party expenses to you, but will often advance payment on your behalf if the amount is less than \$500 and if your account is current. In the alternative, I may request an advance deposit for expenses.

I would be pleased to discuss the specifics of my charges and to answer any questions that you may have.

Billing Statements

I typically bill for fees and charges at the earlier of completion of a short-term project or a monthly basis. I normally transmit invoices by email. If you prefer another delivery method, please let me know at your earliest convenience. Payment is due upon receipt of the invoice. While I understand that a reasonable time is needed for processing invoices, I ordinarily expect payment within 30 days of the invoice date. Any other billing arrangement must be specifically provided for in writing.

Billing for expenses may lag an additional month or more, depending, for example, on how fast third party vendors bill me, on your behalf, for their services.

If you disagree with a statement or have questions about your bill, please contact me immediately so I can investigate any issues. I will forward a statement of account to you if you have any outstanding invoices.

Retainers and Other Deposits

I may ask for an advance fee deposit or a retainer. You grant me a security interest in any such deposit. Unless we agree that a deposit is a retainer, which is earned when paid, advance fee deposits will be credited toward invoices as they are billed. Any unused advance fee deposit will be returned at the conclusion of the engagement.

All retainers and advance fee deposits will be held in a trust account pursuant to applicable ethical rules. Under some of those rules, you might not receive the interest earned on trust accounts. Interest on certain accounts must be paid to a charitable foundation for use in connection with pro bono legal services.

Delinquent Accounts

Like other businesses, I have substantial cash requirements for which I must borrow money if accounts are not paid promptly. I therefore add a late payment charge to accounts not paid within thirty (30) days of the invoice date. The late payment charge is currently assessed at a rate of 1% per month on any unpaid amount.

If your account becomes delinquent and you do not arrange satisfactory payment terms, within the bounds of the rules of professional conduct, I reserve the right to cease or suspend work on your behalf and, if applicable, to withdraw from the engagement and to pursue collection of the account.

Standard Purchase Order Terms & Procurement Processes

It may be that you have a procurement process for services, which may involve a purchase order containing standardized terms. The engagement letter and this statement control over any such terms. Please note that I cannot agree to any terms that are not disclosed in advance, and submission of invoices does not indicate my acquiescence in such provisions. In particular, some purchase orders include insurance requirements and indemnity and defense agreements. With regard to insurance, I maintain professional liability and commercial general insurance commensurate with the risks associated with my practice. If you have any questions about my coverage, I would be happy to answer them. Unless we agree otherwise, I assume that my current coverage is sufficient. Please note that I cannot consent to an indemnity or defense agreement.

Files and Termination of Services

You may terminate my services at any time, with or without cause, by notifying me. I reserve the right to cease performing services and to terminate this engagement for any reason consistent with

the applicable ethics rules. Termination of my services will not affect your responsibility for payment of fees for my services and ancillary charges for third party services rendered before termination. Upon termination of the engagement, I will return to you original papers and any property you provided to me. I reserve the right, where permitted by applicable ethics rules, to retain my work product to the extent it has not been paid for.

In circumstances where I perform isolated services for you or when I have not performed services for you for a long time, it is my policy that the engagement will be considered terminated upon completion of the services that you retained me to perform. If you later retain me to perform further or additional services, we will need to enter into a new engagement.

During the course of this engagement, you may be required to provide me with original documents. At the conclusion of the engagement, I will contact you and make arrangements for the return of the records you provided. I will retain the balance of your file for an appropriate time period. It is your responsibility to secure the return of your records. If arrangements are not made for the return of your records within six years following the conclusion of the engagement, they will be destroyed.

Avoiding Problems with Insurance

There are no third party beneficiaries of my services. It may be that some or all of my bills are covered by insurance. You agree to notify me in writing of any insurance arrangements and, if necessary for me to communicate with it, to supply the name and address of the insurer. It is your responsibility to determine whether your insurer has any procedures or other requirements that would apply to this engagement and advise me of any such requirements. Please let me know if you wish me to send invoices directly to your insurer. I will do so upon request, but you remain responsible for any fees and charges that your insurer may refuse to pay.

Questions

I strive to provide services in an effective and efficient manner, and want all billings to be accurate and understandable. Please contact me if you have any questions.

Thank you, again, for this opportunity.



**WASHINGTON STATE
COUNCIL OF COUNTY AND CITY EMPLOYEES
AFSCME AFL-CIO**

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Affiliated with:
American Federation of State, County & Municipal Employees
Washington State Labor Council

CHRIS DUGOVICH President/Executive Director

March 2, 2016

Francine Reis
Director of Human Resources
Clark County
PO Box 5000
Vancouver, WA 98666

Dear Francine:

In response to our concerns regarding Councilor Madore's activities related to the Comprehensive plan process, you sent a letter dated December 18, 2015 asking that we bring forward any future concerns.

Subsequent to your letter, Councilor Madore has publicly alleged, through an editorial in the Reflector and on several Facebook posts, that "planning staff" acted in an unethical, dishonest and deceptive manner. (Reflector op-ed January 27; David Madore Facebook post January 27; David Madore Facebook post February 22; BOCC Public Hearing February 23; David Madore Facebook post February 29.)

Our members feel these allegations are unfounded and defamatory. In addition, these allegations appeared a little more than a month after your letter, so it's difficult to conclude that these are not retaliatory actions.

These unfounded allegations have a negative effect on our members' credibility and their ability to conduct their work engaging the public, tantamount to creating a hostile work environment. Further, these allegations tend to cast a shadow on all county employees in carrying out their duties serving the public.

We recognize that this is uncharted territory for the County to have to address the behavior of an elected official, however unless Councilor Madore's public allegations cease we will have no choice but to file an Unfair Labor Practice.

Sincerely,

Larry Clark
Staff Representative
AFSCME, Council 2

cc: Karyn Morrison, President, Local 307CO

REDACTION AND EXEMPTION LOG

RCW EXEMPTION/EXPLANATION

EXPLANATION

DOCUMENT

DOCUMENT	EXPLANATION	RCW EXEMPTION/EXPLANATION	PAGE #
Professional Services Agreement	Redacted portions of the Scope of the Engagement; Redactions contain the identity of an employee alleging discrimination and/or retaliation.	42.56.250(4); 42.56.250(5) Investigative records compiled by an employing agency conducting a current investigation of a possible unfair practice under chapter 49.60 RCW or of a possible violation of other federal, state, or local laws prohibiting discrimination in employment [are exempt from disclosure]. 42.41.010 The purpose of this chapter is to protect local government employees who make good-faith reports to appropriate governmental bodies and to provide remedies for such individuals who are subjected to retaliation for having made such reports. 42.41.030(7) The identity of a reporting employee shall be kept confidential to the extent possible under law, unless the employee authorizes the disclosure of his or her identity in writing.	1
Exhibit A to Professional Services Agreement	Exempt document; Exemption contains the identity of an employee alleging discrimination and/or retaliation, and it a record included in a current investigation under RCW 49.60	42.56.250(4); 42.56.250(5) Investigative records compiled by an employing agency conducting a current investigation of a possible unfair practice under chapter 49.60 RCW or of a possible violation of other federal, state, or local laws prohibiting discrimination in employment [are exempt from disclosure]. 42.41.010 The purpose of this chapter is to protect local government employees who make good-faith reports to appropriate governmental bodies and to provide remedies for such individuals who are subjected to retaliation for having made such reports. 42.41.030(7) The identity of a reporting employee shall be kept confidential to the extent possible under law, unless the employee authorizes the disclosure of his or her identity in writing.	