

WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION / AGENDA WEDNESDAY, JANUARY 20, 2016
LOCATION: Wasco County Courthouse, Room #302
511 Washington Street, The Dalles, OR 97058

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

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

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

9:00 a.m.

CALL TO ORDER

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

- Corrections or Additions to the Agenda
- [Discussion Items](#) (Items of general Commission discussion, not otherwise listed on the Agenda) [Returning Veterans Project](#), [ODE IGA](#), [Night Sky Letter of Support](#), [Determination of Exemption](#), [MCCED IGA for Grant Administration](#)
- [Consent Agenda](#) (Items of a routine nature: minutes, documents, items previously discussed.) [Minutes: 12.28.2015 Public Hearing, 1.6.2016 Regular Session](#)

9:30 a.m. [East Cascade Workforce](#) – Heather Ficht, Liz Casey

10:00 a.m. [Wasco County Website](#) – Paul Ferguson

10:15 a.m. [Proposed South Wasco Parks & Recreation District](#) – Lisa Gambee/Keith Mobley

NEW / OLD BUSINESS
ADJOURN



WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
JANUARY 20, 2016

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

PUBLIC WORKS

Public Works Director Arthur Smith announced that the 2015 final SAIF report confirms Public Works' second year with no accidents or claims. He pointed out that the 2013 report included only one incident occurring during the first week in January which means they have successfully completed 36 consecutive months with no accidents or claims. He pointed out that considering the safety sensitive nature of the work, the statistic is impressive. He credited Jeff McCall and his crew with the culture of safety that has been developed.

COUNTY CLERK

County Clerk Lisa Gambie announced that the office trade between the Clerk and Assessor's offices was completed last weekend. She noted that this is the first time in more than 100 years that the Clerk's Office has been moved. She stated that although space is still very tight for the Assessor's staff, they now have regular desk space. She

thanked all those who helped with the move, including the County Administrator and Commissioners. She appreciates the budget to make the move; it has made a big difference for both offices.

Commissioner Hege asked if the Clerk's office is fully functional. Ms. Gambee replied that it is although there is still a punch list of items that need to be completed. Commissioner Hege asked how the public will gain access to the historical records archive still located in what is now the Assessor's space. Ms. Gambee stated that a member of the Clerk's staff will escort the public to the archives and sign them in; a member of the Assessor's staff will sign them out. She added that there is still some clean up to do in the vault where items had been staged during the move. She said that during the move, staff was located in Room 302 to meet the needs of the public. She reported that people are still going to the wrong office space but that will get better over time; Facilities has added extra signage to help direct the public.

Discussion Item – Veterans Outreach

Work Source Oregon Disabled Veterans Outreach Program Specialist Jennifer Borne invited the Board to attend sessions with Returning Veterans Outreach Coordinator Casey Curry who will be in town to meet with County/City government and medical providers to partner for pro bono slots for veterans, active duty members, reserves and family members for care. She announced that Donna Henderson of Maupin is providing counseling through this program. She said that the meetings will be held on January 27th at noon and 1:00 p.m.

Commissioner Hege asked if this is a national or state program. Ms. Borne replied that it is a state program. She announced that the 27th is her last day with Work Source; she has accepted a position in Hood River as a probation officer. She said that she is excited and sad all at once and hopes to stay involved with veterans although she will be resigning from the Veterans Services Advisory Committee.

Discussion Item – ODE IGA

Planning Director Angie Brewer explained that this is a renewal of an existing IGA with the Oregon Department of Energy; it outlines how staff resources are spent to review energy sitings and how the County gets reimbursed for that work. She said that the agreement renews every two years; there was an earlier version of this agreement last summer but it has been revised and reviewed by County Counsel. She added that there has been no siting reviews in the interim.

Chair Runyon asked if there have been any significant changes since the last renewal. Ms. Brewer replied that there are no substantive changes, just updated citations.

{{{Commissioner Kramer moved to approve Oregon Department of Energy IGA 15-056. Commissioner Hege seconded the motion.}}

Commissioner Hege asked if there is a rate for the work. Ms. Brewer replied that it is up to \$5,000.00 but does not list a rate. Mr. Stone reported that in the past we have billed at our current rate. Ms. Brewer added that the special project rate is \$76 which is where the billing would start.

The motion passed unanimously.}}

Discussion Item – Determination of Exemption

Mr. Stone explained that this document is part of the Community Development Block Grant process for the Mid-Columbia Center for Living construction project. Part of that process is qualifying for a NEPA exemption for certain parts of the work; it is a cost and time-savings exemption that we want. He said that this could not be done until the IFA contract, which came in completed yesterday, was fully executed. County Counsel Kristen Campbell added that it is applicable and accurate.

Commissioner Hege observed that this exemption is for the grant administration and environmental study. Mr. Stone confirmed saying that the phases are categorized and this one meets the requirements for these exemptions.

{{{Commissioner Hege moved to approve the Determination of Exemption for Grant Administration and Labor Standards associated with the Mid-Columbia Center for Living Mental Health Clinic Construction CDBG Contract C15007. Commissioner Kramer seconded the motion which passed unanimously.}}

Discussion Item – MCEDD IGA for CDBG Grant Administration

Mr. Stone stated that this is part of the original Mid-Columbia Center for Living Community Development Block Grant project scope for grant administration to ensure we are doing it correctly and are compliant with federal standards; there is an extensive list of requirements in the scope of the CDBG contract. He pointed out that this is not MCEDD's first CDBG; they are probably the foremost authority in the Gorge.

Commissioner Hege noted that changes to this contract were sent to the Board yesterday to include Section 3 CDBG Language: “MCEDD shall complete the required Section 3 report form 60002 included as Exhibit 5C of the CDBG Grant Management Handbook and submit the completed form to the County with the final pay request for the project.”

{{{Commissioner Hege moved to approve the MCEDD IGA for CDBG Grant Administration with the aforementioned amendment. Commissioner Kramer seconded the motion which passed unanimously.}}}

Consent Agenda – 12.28.2015 & 1.6.2016 Minutes

Commissioner Kramer noted that the name “Arrino” was misspelled in the January 6th minutes.

{{{Commissioner Hege moved to approve the Consent Agenda with noted corrections to the 1.6.2016 minutes. Commissioner Kramer seconded the motion which passed unanimously.}}}

Discussion Item – Night Sky

Commissioner Kramer stated that he does not believe that LED is the emerging technology; LEP is what is coming. He said that he would like to see more research – he likes the idea but wants more information. Chair Runyon concurred saying that he would not be prepared to take action without talking someone associated with the project.

*****The Board was in consensus to move the Night Sky Project forward to an upcoming agenda to allow time for more information gathering.*****

Agenda Item – East Cascade Work Force Investment Board (WCWFIB)

East Cascade Work Force Investment Board Executive Director Heather Ficht announced that she is here to provide an overview of the ECWIB. She introduced her staff – Liz Casey and Lauren Arbuckle – and Oregon Employment Department Economist Damon Runberg. She stated that the ECWIB is the largest and most populous Work Force Investment Board region in the state; they are based in Bend and cover ten counties. MCCOG is delivering services in the northern part of the region.

Ms. Ficht went on to say that their funding is federal money distributed through the Work Force Act to provide training for the workforce; ECWIB partners with the

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Employment Department which focuses on placement. Commissioner Kramer will be part of the process. Mr. Runberg is here to talk about supply and demand. Mr. Runberg stated that he is fairly new to the area and still learning. He is going to talk about the three labor sheds; a labor shed is the area from which an employer can pull labor. For instance, a worker from Bend is unlikely to commute to the Gorge area. There are three labor sheds within the ECWIB; it is a challenge for the Work Force Board to find solutions for the three areas at once.

Mr. Runberg went on to review his presentation (attached). He explained that the Gorge area had shallow recession compared to the central and southern areas which both experienced significant recessions; central Oregon dropped, stayed low for a while and then rose quickly, recovering completely while southern Oregon counties dropped and have not recovered.

Commissioner Hege asked what is happening in central Oregon that creates the growth. Mr. Runberg replied that before the recession it was construction that supported the robust economy; tourism led the recovery and all others followed. He added that Hood River and Wasco Counties are big employment bases for the Gorge and the trend is smooth. He said that Wasco took more of a hit in the recession than Hood River but nothing major; there is a lower level of unemployment in Wasco than most of the state – the reason is the agricultural component of the economy. Deschutes County has more non-farm jobs than all the others combined – it is a metropolitan county with a larger population. He stated that agriculture is what makes Wasco unique but manufacturing and construction are both up significantly.

Chair Runyon stated that he began attending the Oregon Consortium meetings when he was elected; Commissioner Kramer stepped in after taking office. He asked what the status of that group is now. Ms. Ficht replied that the Consortium was an unwieldy group of 27 noncontiguous counties. They are currently only managing the accounting services for the Investment Board, they have a year to dissolve – accounting services will be transitioned to a new entity or brought in-house.

Chair Runyon said that not all the rural counties were in favor of the change; some felt that they lost power in negotiations with the State. Ms. Ficht acknowledged the valid concern and said that she hopes that with fewer counties to serve, ECWIB will be able to provide more attention and better customer service. She announced that there will be a strategic planning session on February 4th – all are welcome.

Ms. Casey, Transition Coordinator from the Consortium to the ECWIB, said that the

year transition time was to ensure that funds were transferred properly, audits are complete and all are compliant with the law.

Ms. Ficht said that the goal is to reduce duplication of effort and increase alignment. Funding is from the state; the northern region gets less funding due to their low unemployment rates. She said that on the 4th they will inform and decide on the mission, vision and goals which must align with the State. Following that process, they will come sub-regionally to each area to determine what the focus sectors should be - each area will have a different need. Once those areas have been identified, there will be action team meetings.

Chair Runyon pointed out that the Consortium had exclusively represented rural Oregon; he said that he hopes the rural counties will still have a voice. Ms. Ficht asked what he believes success would encompass. Chair Runyon replied that he wants equity in treatment and a political voice for the rural counties.

Mr. Runberg agreed saying that he also believes that is important. He said that he thinks the outcomes of this process will be more specific to each area's needs. Ms. Ficht added that they are working closely with the other three boards to share services whenever possible.

Commissioner Kramer noted that there was a long meeting with MCCOG's Executive Director Bob Francis regarding the Investment Board finances; he believes it was worked out to everyone's satisfaction. Ms. Ficht concurred. Commissioner Kramer thanked the local agency members for their attendance today; he said there is a lot of work to do; they will work with local groups to further the project.

Agenda Item – Wasco County Website

Interim Information Services Director Paul Ferguson stated that he has been working on this for a couple of years in anticipation of the budget to update the County's website. The first step is to select a vendor. He has been reaching out to vendors over that period of time and then formed a group of internal site users who most actively edit on our site – Brenda Jenkins, Jaime Solars and Kathy White. County Clerk Lisa Gambee was added to the team as a natural fit to address the branding component of the new site. He said that three vendors were brought in to provide demonstrations and answer questions – Revize, Civic Plus and Aha. He reported that he also talked to the County's current provider who did not feel they have the content management we are looking for.

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Mr. Ferguson reported that all three vendors had similar features; it came down to ease of use and what we would get should we decide to leave. He stated that Revize won the day as they would let us have the entire system should we leave while the others would only give us web pages. He pointed out that they also gave us the lowest price. He noted that one vendor that was set aside due to cost came back with a \$20,000 lower bid which was a red flag; the team was apprehensive that they would try to recover those costs with an expensive refresh/renew in a few years.

Mr. Ferguson said that Revize predicts a 15-week timeline, but it will be longer as we do the branding work. He said that he is here to recommend Revize and answer questions. He said that he has the agreement but it is being reviewed by County Counsel. It has also not been through Finance but comes in under-budget – the starting price is \$13,180 with an \$1,800 annual fee which is slightly higher than what we pay for a hosting service now.

Commissioner Hege asked if Revize provided references. Mr. Ferguson replied that he called references for all three and reviewed the websites they have for other government entities; they were so close in what they provided that the references became even more important. He added that he called clients other than just those on the list of references.

Commissioner Hege asked if they will incorporate Google analytics. Mr. Ferguson replied that they would and also for social media – analytics will be a big part of it. He said that the team also wanted a responsive web design that will interface well on mobile devices.

Mr. Ferguson went on to say that \$20,000 had been budgeted for this process. He said that we want a five-year contract as they do a refresh at the beginning of the fifth year. Chair Runyon asked if they have any other websites in Oregon. Mr. Ferguson replied that we would be their first in Oregon.

Chair Runyon asked who would be updating the site. Mr. Ferguson responded that it would be similar to how it is now but much more user-friendly. He said we will be able to assign people to do whatever page you want them to update; there will be no extra programs to install. He stated that it can be set up so that one person does the editing and someone else can approve it before it goes live. He added that content can be set up to expire automatically which will save time and improve efficiency. He stated that there will be templates to keep the branding consistent.

Ms. Gambee stated that we have outdated content because we are all busy and no

one is really responsible for overseeing that; there will be three key elements that a group should review periodically.

Mr. Ferguson said that the team is asking for Board approval to move forward with Revize; the contract will come back at a future session. He said that he expects some additional costs for the branding piece.

Chair Runyon asked if there will be ways for municipalities to post on our site. Mr. Ferguson replied that he thinks we will have that capacity. Ms. Gambee reported that the team looked at how each county promoted their geographic area as well as functioning as a government – we need to do both and do a better job of promoting Wasco County the geographic area. Chair Runyon agreed saying that we should be a public relations vehicle for all our communities.

Mr. Stone stated that this is a good example of an effective project team. He said that he has taken a backseat in the process and from what he can see the team has done a great job.

Commissioner Hege said that all the vendors were impressive and although he was interested in local, this proposal looks good. Mr. Stone said that the option to refresh is good – it is basically a rebuild of the site and we will get to do that at no cost.

*****The Board was in consensus for Information Systems to move forward with Revize as the vendor to create and maintain a new website for Wasco County.*****

Chair Runyon called a recess at 10:26 a.m.

The session reconvened at 10:31 a.m.

Agenda Item – Proposed South Wasco Park and Recreation District
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Keith Mobley said that they are here through direction from the Board given at the 1.6.2016 session. He said that the group needed to accomplish several things to bring back to the Board, the first of which is the legal description of the proposed district. He stated that the County has a great Surveyor and GIS Coordinator who were able to accomplish that.

Secondly, resolutions stating a desire to be included were needed from Shaniko, Antelope and Maupin or a statement saying they did not want to be included. Mr. Mobley thanked Commissioner Kramer for making trips with him to each municipality. He said that reception was good at all three and they have provided

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resolutions to be part of the proposed district.

Chair Runyon asked about the current funding for Maupin's city park. Mr. Mobley said that had been a concern; Oregon law provides the option for withdrawal but Maupin has included language in their resolution to insure they can withdraw if they feel it is necessary. He said that the group will not move forward without the cooperation of the three cities being included in the district.

Lastly, Mr. Mobley said that an order for initiation was needed; that has been drafted with the help of Ms. Gambie and County Counsel. That is before the Board today with the request to approve and set a public hearing in Wamic.

Chair Runyon noted that there had been concerns regarding the timeline. Ms. Gambie stated that after the last session they looked at the timelines; the hope had been to get on the May ballot but we could not meet those requirements. She said that if the proposed district is formed, board seats will be on the November ballot; in the meantime, an advisory committee will be formed to work on bylaws and grant funding with the Board of County Commissioners oversight/approval.

Ms. Gambie reported that they have sent out applications for interest in serving on the advisory committee; there has already been interest expressed. She added that there is a separate group working on the design of the boat ramp and to look at what grants are available; the group would like to be able to apply for funding this year.

Commissioner Hege asked if there are operations issues without a formally elected board. Mr. Mobley replied that he does not believe there is. County Counsel Kristen Campbell added that this is one of the least detailed chapters of the ORS; the impact will be grant-specific.

Mr. Stone added that the granting agencies have been involved in this process and know it is coming; even if they have some heartburn, we will ask them to work with us.

Commissioner Hege asked that the map be attached to the order.

Commissioner Kramer said that he is excited about the level of participation in this initiative.

{{{Commissioner Kramer moved to approve Order 16-001 initiating the formation of South Wasco Park and Recreation District with the addition of the map. Commissioner Hege seconded the motion which passed unanimously.}}}

Ms. White noted that the hearing would have to be set no sooner than the day after the next scheduled Board session. She suggested that they not move the session to the same day as had been discussed; the hearing will be in Wamic in the evening and it would be difficult to schedule presenters to come at that time. She noted that there is also a Town Hall scheduled in Mosier on the evening of the 17th. The Board agreed.

Ms. Gambee stated that there will be a second hearing needed at least 20 days after the first; we can discuss the logistics of that during the first public hearing. She said that she hopes to have applications for the committee returned by the first hearing and will invite applicants to come speak to the Board.

Mr. Mobley, Mike Davis and others in the audience thanked the County staff for their help in putting this together and stated that they appreciated the Board holding the hearing in the southern part of the County.

Commission Call

Commissioner Kramer said that he will be meeting with OWIB to go over tomorrow's meeting and become familiar with the process. He said he wants to meet with local business leaders to identify needs. He asked his fellow Commissioners to help identify individuals he should contact.

Commissioner Kramer stated that Ron Schneider has agreed to be the forest industry representative on the Forest Collaborative; they now have a full board. He added that the Collaborative has now been funded.

Chair Runyon said that as co-chair of the Veterans Committee for the Association of Oregon counties he was asked to testify before the Legislative Committee on Veterans Affairs. He stated that he and others were there to remind the decision-makers that the county Veterans Service Officers are doing an exemplary job; for every dollar the state puts into the Veterans Service Offices, \$77 of federal benefits are returned directly to Oregon citizens – that money turns over three or four times before it leaves the state. More presentations will be made to other committees in the legislature to help support the work that is being done.

Chair Runyon adjourned the session at 10:52 a.m.

Summary of Actions

Motions Passed

- To approve Oregon Department of Energy IGA 15-056.
- To approve the Determination of Exemption for Grant Administration and Labor Standards associated with the Mid-Columbia Center for Living Mental Health Clinic Construction CDBG Contract C15007.
- To approve the MCEDD IGA for CDBG Grant Administration with the aforementioned amendment.
- To approve the Consent Agenda with noted corrections to the 1.11.2016 minutes.
- To approve Order 16-001 initiating the formation of South Wasco Park and Recreation District with the addition of the map.

Consensus

- To move the Night Sky Project forward to an upcoming agenda to allow time for more information gathering.
- For Information Systems to move forward with Revize as the vendor to create and maintain a new website for Wasco County.

WASCO COUNTY BOARD
OF COMMISSIONERS

Rod Runyon, Commission Chair

Scott Hege, County Commissioner

Steve Kramer, County Commissioner

**WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
JANUARY 20, 2016**

DISCUSSION LIST

ACTION AND DISCUSSION ITEMS:

1. [Returning Veterans Project](#) – Jennifer Borne
 2. [ODE IGA](#) – Angie Brewer
 3. [Night Sky Letter of Support](#)
 4. [Determination of Exemption](#)
 5. [MCEDD IGA for Grant Administration](#)
- } Tyler Stone

Discussion Item

Returning Veterans Project

- [RVP Brochure](#)
- [Presentation Invitation](#)

**Returning Veterans Project
is an independent nonprofit
organization. We are members
of your community and are not
affiliated with the government.**

Returning Veterans Project
833 SE Main St.
Mailbox 122
Portland, OR 97214
503-954-2259
mail@returningveterans.org

Returning Veterans Project is a 501(c)(3) non-profit organization. All donations are tax-deductible. You can make a donation by mail or at our website.
Thank you.

www.returningveterans.org



**Our licensed volunteer professionals
provide the following free and confidential
services to post-9/11 war zone veterans
and their families in Oregon and Southwest
Washington:**

**Counseling
Art Therapy
Equine Therapy
Acupuncture
Naturopathic
Chiropractic
Massage Therapy
Physical Therapy**

To find a provider and to receive more
information, please visit our website:
www.returningveterans.org



**Returning
Veterans
Project**

Returning Veterans Project

**Supporting post-9/11
war zone veterans
and their families
by providing free
counseling and
additional health
services in Oregon
and SW Washington**



We provide free, confidential care to:

Post-9/11 War Zone Veterans

We recognize that returning to civilian life is often accompanied by physical and psychological challenges. Our providers have volunteered to give you the care you need to come all the way back home.

Active Duty Military Personnel, Reservists, and National Guard Members

An upcoming deployment or redeployment can be extremely stressful as you face unknown challenges and separation from loved ones. Whether it's before your deployment or after, our providers are ready to serve you.

Military Family Members and Survivors

Having a loved one deployed for military action is one of the most difficult experiences a family can face. The volunteer professionals at the Returning Veterans Project are here to support you before, during, and after your loved one's war zone service. We offer counseling as well as chiropractic, naturopathic, acupuncture, and massage therapy.



Philosophy: We believe it is our collective responsibility to offer support and healing for the short and long term repercussions of war zone service on veterans and their families.

Mission: Returning Veterans Project is a nonprofit organization comprised of community-based independent health care practitioners who offer free and confidential services to post-9/11 war zone veterans, service members, and their families. Our volunteers include mental health professionals, acupuncturists, naturopaths, chiropractors, physical therapists, and other complementary health care providers.

We make it easy for you to receive the services you need.

Here's how to get started: log onto our website at www.returningveterans.org and click on the "Find a Provider" tab. Select the service type you want and search for providers in your area.

Feel free to contact any provider on the list. Call the provider directly to set up an appointment. Make sure you mention the Returning Veterans Project to receive free, confidential services.

Minimal paperwork may be needed for some of the health care services. You are free to see multiple providers and to switch providers whenever you wish.

Please call us at 503-954-2259 if you have any questions, comments or concerns. We look forward to serving you.



Oregon

Kate Brown, Governor

Employment Department

The Dalles Office
700 Union Street, Suite 105
The Dalles, OR 97058
(541) 296-5435
FAX (541) 296-5590
www.Employment.Oregon.gov

January 15, 2016



Dear Providers,

You are cordially invited to attend the Returning Veterans Project informational presentation on Wednesday, January 27, 2016, at The Dalles Civic Auditorium, 323 E. 4th Street, The Dalles. Two one-hour presentations will be held in the Ballroom with the first presentation starting at 12:00pm and the second starting at 1:00pm.

Casey Curry, Returning Veterans Project Outreach Coordinator, and Belle Landau, Executive Director, will explain the program, describe supportive services available to providers, and answer any questions.

Please feel free to bring your lunch as the presentations have been scheduled during the lunch hour. Light snacks and beverages will be provided.

If you or an office representative plan to attend, please RSVP no later than *Monday, January 25th* and indicate either the 12:00pm or 1:00pm presentation time. Please RSVP via email or phone.

Enclosed are the Returning Veterans Project informational pamphlets for Service Providers and Veterans for your review.

Your dedicated support of our Service Members, Veterans, and their families is deeply appreciated!

Sincerely,

Jen Borne
Business and Employment Specialist
WorkSource Oregon, The Dalles
Jennifer.h.borne@oregon.gov
(541) 296-5435 Ext. 225

Discussion Item
Oregon Department of Energy IGA

- [Staff Memo](#)
- [ODE IGA 15-056](#)



Wasco County Planning Department

"Service, Sustainability & Solutions"

2705 East Second St. • The Dalles, OR 97058
(541) 506-2560 • wcplanning@co.wasco.or.us
www.co.wasco.or.us/planning

To: Board of County Commissioners

From: Angie Brewer, Planning Director

Date: January 12, 2016

Subject: Oregon Department of Energy Intergovernmental Agreement #15-056

The Planning Department has been contacted by the Oregon Department of Energy to renew and amend an intergovernmental agreement (IGA 15-056) that establishes collaboration between the Agency and the County for services provided relevant to Energy Facility Siting Council (EFSC) projects. The IGA document was transmitted to Staff in 2015 and is typically renewed every two years.

Services identified by the IGA include reviewing EFSC project related documents, identifying procedures related to authorizing work, and invoicing and payment. Amendments to the original IGA include changes to clarify referenced Oregon Revised Statute, services that qualify for reimbursement, and instances in which a scope of work will be provided to the County. The time frame identified in the amended IGA is from the date of signature through June 30, 2017 – unless terminated earlier in accordance with the IGA.

The original IGA was reviewed by the County Administrative Officer, Finance Officer and Legal Counsel in September 2015 and the amendments were reviewed in January of 2016. No changes were requested.

Staff respectfully requests Board approval and signature of the attached IGA to ensure timely compensation of staff time and resources needed for future EFSC projects in Wasco County.

/AB

Attachments:
(1) IGA 15-056

INTERGOVERNMENTAL AGREEMENT

This Agreement is between the State of Oregon acting by and through its Department of Energy (“Agency”) and Wasco County (“Local Government”), each a “Party” and, together, the “Parties.”

SECTION 1: AUTHORITY

This Agreement is entered into pursuant to the authority granted by ORS 190.110 and 283.110, allowing state agencies to enter into agreements with other state agencies to cooperate in performing duties, exercising powers or administering policies or programs. Additionally, ORS 469.030 allows ODOE to contract with public and private agencies for energy activities consistent with ORS 469.010; ORS 469.360 and ORS 469.430 permit the Energy Facility Siting Council (“EFSC”) to compensate a state agency or local government for expenses related to:

- Consultation initiated by an applicant for a notice of intent or expedited review prior to submittal of the formal request
- Review of the notice of intent, the application or a request for an expedited review;
- The state agency’s or local government’s participation in a council proceeding;
- The performance of specific studies necessary to complete the council’s statutory evaluation of the application; and
- Ensuring that certified facilities continue to comply with all terms and conditions of the site certificate or any order issued by ODOE under 469.405 (2).

SECTION 2: PURPOSE

The purpose of this Agreement is to establish collaboration between Agency and Local Government to perform services related to the review of Energy Facility Siting Council (“EFSC”) project-related documents and to identify the procedures related to authorizing work, invoicing and payment.

SECTION 3: EFFECTIVE DATE AND DURATION

This Agreement is effective on July 1, 2015, or the date of the last signature, whichever occurs last (“Effective Date”), and terminates on June 30, 2017, unless terminated earlier in accordance with Section 16.

Notwithstanding the Agreement’s Effective Date, Local Government’s obligations under this Agreement shall become effective on July 1, 2015.

SECTION 4: AUTHORIZED REPRESENTATIVES

4.1 AGENCY’S AUTHORIZED REPRESENTATIVE IS:

Return to Agenda

Energy Facility Siting Council – Special Advisory Group (County)

AGENCY IGA #15-056

Todd Cornett, Assistant Director
625 Marion Street NE
Salem, OR 97301
(503) 378-8328 Office
(503) 373-7806 Fax
todd.cornett@state.or.us

4.2 LOCAL GOVERNMENT'S AUTHORIZED REPRESENTATIVE IS:

Angie Brewer, Planning Director
2705 East 2nd Street
The Dalles, OR 97058
(541) 506-2566 Office
(541) 506-2561 Fax
angieb@co.wasco.or.us

4.3 A PARTY MAY DESIGNATE A NEW AUTHORIZED REPRESENTATIVE BY WRITTEN NOTICE TO THE OTHER PARTY.

SECTION 5: RESPONSIBILITIES OF EACH PARTY

5.1 LOCAL GOVERNMENT SHALL PERFORM THE WORK SET FORTH ON EXHIBIT A, ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

5.2 AGENCY SHALL PAY LOCAL GOVERNMENT AS DESCRIBED IN SECTION 6.

SECTION 6: COMPENSATION AND PAYMENT TERMS

6.1 Agency shall reimburse Local Government, up to but not in excess of \$5,000.00, for all expenses reasonably and necessarily incurred in performing the work and delivering the deliverables required of Local Government under this Agreement. Payment will be made monthly, for work performed to Agency's satisfaction during the prior month, after submission of a satisfactory invoice.

6.2 Work must be assigned and authorized in writing by an Agency Siting Analyst prior to Local Government beginning the work, and as described in Exhibit A. Local Government may be asked to provide a cost estimate for the work requested.

6.3 Local Government shall invoice Agency monthly for services. At a minimum, invoices must include the following information:

- EFSC project name;
- Agency agreement number #15-056;
- Local Government federal EIN;
- Time period for which the invoice covers;
- The following statement, followed by the signature of a person with the authority to certify the statement:

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Energy Facility Siting Council – Special Advisory Group (County)

AGENCY IGA #15-056

“By signing this invoice, the undersigned individual certifies that the individual understands that all statements and representations contained in or attached to this document are subject to the Oregon False Claims Act, ORS 180.750 to 180.785.”; and

- A report that explains the work included on each invoice, including the following:
 - Names of staff members working on the project;
 - Dates of service;
 - Number of hours worked, per staff member;
 - Specific activities and work conducted;
 - Total personal services costs (including OPE/ fringe benefits);
 - A description of any incurred expenses (parking fees, supplies, etc.);
 - Subtotals of personal and supplies/ services costs;
 - Subtotal of indirect/ administrative overhead costs;
 - Total project costs for this billing period;

6.4 Local Government shall only bill for hours worked. Agency will not pay for vacation, holiday, sick or any other leave. **All invoices are due to Agency within 30 calendar days after the month end billing period.** Due to Agency's requirement to provide cost details and to seek reimbursement from project applicants, timely and accurate invoicing is critical. Agency may not pay invoices received more than 30 calendar days after the month end billing period.

6.5 Local Government shall send all invoices to:

Oregon Department of Energy
Attn: Contracts Payable
625 Marion Street NE
Salem, OR 97301

Or by E-mail to:

odoe.invoices@state.or.us

SECTION 7: RECOVERY OF OVERPAYMENTS

If payments to Local Government under this Agreement, or any other agreement between Agency and Local Government, exceed the amount to which Local Government is entitled, Agency may, after notifying Local Government in writing, withhold from payments due Local Government under this Agreement, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment.

SECTION 8: NONAPPROPRIATION

Agency's obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of [Article XI, Section 7](#) of the Oregon Constitution or any law limiting the activities, liabilities or monetary obligations of Agency.

SECTION 9: REPRESENTATIONS AND WARRANTIES

Local Government represents and warrants to Agency that:

- 9.1 Local Government is a County duly organized and validly existing. Local Government has the power and authority to enter into and perform this Agreement;
- 9.2 The making and performance by Local Government of this Agreement (a) have been duly authorized by Local Government, (b) 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 Local Government's charter or other organizational document and (c) 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 Local Government is party or

by which Local Government may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Local Government of this Agreement, other than those that have already been obtained;

- 9.3** This Agreement has been duly executed and delivered by Local Government and constitutes a legal, valid and binding obligation of Local Government enforceable in accordance with its terms;
- 9.4** Local Government has the skill and knowledge possessed by well-informed members of the industry, trade or profession most closely involved in providing the services under this Agreement, and Local Government will apply that skill and knowledge with care and diligence to perform its obligations under this Agreement in a professional manner and in accordance with the highest standards prevalent in the related industry, trade or profession; and
- 9.5** Local Government shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform its obligations under this Agreement.

The representations and warranties set forth in this section are in addition to, and not in lieu of, any other representations or warranties provided by Local Government.

SECTION 10: INDEPENDENT CONTRACTORS

The Parties agree and acknowledge that their relationship is that of independent contracting parties and that Local Government is not an officer, employee, or agent of the State or Oregon as those terms are used in [ORS 30.265](#) or otherwise.

SECTION 11: OWNERSHIP OF WORK PRODUCT

- 11.1** As used in this Section and elsewhere in this Agreement, the following terms have the meanings set forth below:
 - 11.1.1** “Local Government Intellectual Property” means any intellectual property owned by Local Government and developed independently from the work under this Agreement.
 - 11.1.2** “Third Party Intellectual Property” means any intellectual property owned by parties other than Local Government or Agency.
 - 11.1.3** “Work Product” means every invention, discovery, work of authorship, trade secret or other tangible or intangible item that Local Government is required to deliver to Agency under this Agreement, and all intellectual property rights therein.
- 11.2** All Work Product created by Local Government under this Agreement, including derivative works and compilations, and whether or not such Work Product is considered a “work made for hire,” shall be the exclusive property of Agency. Agency and Local Government agree that all Work Product created by Local Government under this Agreement is “work made for hire” of which Agency is the author within the meaning of the United States Copyright Act. If for any

reason the Work Product created by Local Government under this Agreement is not “work made for hire,” Local Government hereby irrevocably assigns to Agency any and all of its rights, title, and interest in all Work Product created by Local Government under this Agreement, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon Agency’s reasonable request, Local Government shall execute such further documents and instruments necessary to fully vest such rights in Agency. Local Government forever waives any and all rights relating to Work Product created by Local Government under this Agreement, including without limitation, any and all rights arising under 17 U.S.C. §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

- 11.3** If Work Product is Local Government Intellectual Property, a derivative work based on Local Government Intellectual Property or a compilation that includes Local Government Intellectual Property, Local Government hereby grants to Agency an irrevocable, no-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Local Government Intellectual Property and the pre-existing elements of the Local Government Intellectual Property employed in the Work Product, and to authorize others to do the same on Agency’s behalf.
- 11.4** If Work Product is Third Party Intellectual Property, a derivative work based on Third Party Intellectual Property or a compilation that includes Third Party Intellectual Property, Local Government shall secure on Agency’s behalf and in the name of Agency an irrevocable, no-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property and the pre-existing elements of the Third Party Intellectual Property employed in the Work Product, and to authorize others to do the same on Agency’s behalf.
- 11.5** If state or federal law requires that Agency or Local Government grant to the United States a license to any intellectual property in the Work Product, or if state or federal law requires that Agency or the United States own the intellectual property in the Work Product, then Local Government shall execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.

SECTION 12: 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, suite or proceeding (collectively “Claim”) between Agency or any other agency or department of the State of Oregon, or both, and Local Government that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District 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, to or from any Claim or from the jurisdiction of any court. LOCAL GOVERNMENT, BY EXECUTING OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

SECTION 13: LOCAL GOVERNMENT DEFAULT

Local Government will be in default under this Agreement upon the occurrence of any of the following events:

- 13.1** Local Government fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement;
- 13.2** Any representation, warranty or statement made by Local Government in this Agreement or in any documents or reports relied upon by Agency to measure the delivery of services, the expenditure of funds or the performance by Local Government is untrue in any material respect when made;
- 13.3** Local Government (a) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) is adjudicated a bankrupt or insolvent, (e) commences a voluntary case under the Federal Bankruptcy code (as now or hereafter in effect), (f) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (g) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in any involuntary case under the Bankruptcy Code, or (h) takes any action for the purpose of effecting any of the foregoing; or
- 13.4** A proceeding or case is commenced, without the application or consent of Local Government, in any court of competent jurisdiction, seeking (a) the liquidation, dissolution winding-up, or the composition or readjustment of debts of Local Government, (b) the appointment of a trustee receiver custodian liquidator or the like of Local Government or of all or any substantial part of its assets, or (c) similar relief in respect to Local Government under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgement, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Local Government is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

SECTION 14: AGENCY DEFAULT

Agency will be in default under this Agreement if Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement.

SECTION 15: REMEDIES

- 15.1** In the event Local Government is in default under Section 13, Agency may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under Section 16, (b) reducing or withholding payment for work or Work Product that Local Government has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (c)

requiring Local Government to perform, at Local Government's expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (e) exercise of its right of recovery of overpayments under Section 7 of this Agreement or setoff, or both. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

- 15.2** In the event Agency is in default under Section 14 and whether or not Local Government elects to exercise its right to terminate this Agreement under Section 16.3.3, or in the event Agency terminates this Agreement under Sections 16.2.1, 16.2.2, 16.2.3, or 16.2.5, Local Government's sole monetary remedy will be (a) for work compensable at a stated rate, a claim for unpaid invoices for work completed and accepted by Agency, for work completed and accepted by Agency within any limits set forth in this Agreement but not yet invoiced, for authorized expenses incurred, and for interest within the limits of [ORS 293.462](#), less any claims Agency has against Local Government, and (b) for deliverable-based work, a claim for the sum designated for completing the deliverable multiplied by the percentage of work completed on the deliverable and accepted by Agency, for authorized expenses incurred, and for interest within the limits of [ORS 293.462](#), less previous amounts paid for the deliverable and any claims that Agency has against Local Government. In no event will Agency be liable to Local Government for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Local Government exceed the amount due to Local Government under this Section 15.2, Local Government shall promptly pay any excess to Agency.

SECTION 16: TERMINATION

- 16.1** This Agreement may be terminated at any time by mutual written consent of the Parties.

- 16.2** Agency may terminate this Agreement as follows:

- 16.2.1** Upon 30 days advance written notice to Local Government;

- 16.2.2** Immediately upon written notice to Local Government, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Agreement;

- 16.2.3** Immediately upon written notice to Local Government, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency's performance under this Agreement is prohibited or Agency is prohibited from paying for such performance from the planned funding source;

- 16.2.4** Immediately upon written notice to Local Government, if Local Government is in default under this Agreement and such default remains uncured 15 days after written notice thereof to Local Government; or

- 16.2.5** As otherwise expressly provided in this Agreement.

- 16.3** Local Government may terminate this Agreement as follows:

- 16.3.1** Immediately upon written notice to Agency, if Local Government fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Local Government's reasonable administrative discretion, to perform its obligations under this Agreement;
- 16.3.2** Immediately upon written notice to Agency, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Local Government's performance under this Agreement is prohibited or Local Government is prohibited from paying for such performance from the planned source;
- 16.3.3** Immediately upon written notice to Agency, if Agency is in default under this Agreement and such default remains uncured 15 days after written notice thereof to Agency; or
- 16.3.4** As otherwise expressly provided in this Agreement
- 16.4** Upon receiving a notice of termination of this Agreement, Local Government will immediately cease all activities under this Agreement, unless Agency expressly directs otherwise in such notice. Upon termination, Local Government will deliver to Agency all documents, information, works-in-progress, Work Product and other property that are or would be deliverables under the Agreement. And upon Agency's reasonable request, Local Government will surrender all documents, research or objects or other tangible things needed to complete the work that was to have been performed by Local Government under this Agreement.

SECTION 17: AMENDMENTS

The terms of this Agreement may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.

SECTION 18: NOTICE

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by email, personal delivery, facsimile, or postage prepaid mail, to a Party's Authorized Representative at the physical address, fax number or email address set forth in this Agreement, or to such other addresses or numbers as a Party may indicate pursuant to this Section 18. Any notice so addressed and mailed becomes effective five days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number.

SECTION 19: SURVIVAL

All rights and obligations of the Parties under this Agreement shall cease upon termination of this Agreement, other than the rights and obligations arising under Sections 11, 12, 19, 22 and 29 hereof and those rights and obligations that by their express terms survive termination of this

Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

SECTION 20: SEVERABILITY

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

SECTION 21: COUNTERPARTS

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

SECTION 22: LIMITATION OF LIABILITY AND INSURANCE

22.1 EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 29, NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

22.2 Local Government shall maintain insurance as set forth in Exhibit B, attached hereto and incorporated herein by this reference.

SECTION 23: RECORDS

Local Government shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Local Government shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Local Government, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Local Government's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Local Government, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Local Government acknowledges and agrees that Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Local Government shall retain and keep accessible all Records for a minimum of six years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Subject to foregoing minimum records

retention requirement, Local Government shall maintain Records in accordance with the records retention schedules set forth in [OAR Chapter 166](#).

SECTION 24: COMPLIANCE WITH LAW

In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state and local law.

SECTION 25: NO THIRD PARTY BENEFICIARIES

Agency and Local Government are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

SECTION 26: FORCE MAJEURE

Neither Party is responsible for any failure to perform, or any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. Agency may terminate this Agreement upon written notice to Local Government after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

SECTION 27: MERGER, WAIVER AND MODIFICATION

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

SECTION 28: SUBCONTRACTS AND ASSIGNMENT

- 28.1** Local Government shall not, without Agency's prior written consent, enter into any subcontracts for any of the work required of Local Government under this Agreement. Agency's consent to any subcontract will not relieve Local Government of any of its duties or obligations under this Agreement.

- 28.2** Local Government may not assign or transfer its interest in this Agreement without the prior written consent of Agency and any attempt by Local Government to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. Agency's consent to Local Government's assignment or transfer of its interest in this Agreement will not relieve Local Government of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

SECTION 29: CONTRIBUTION

- 29.1** 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](#) (a "Third Party Claim") against a Party (the "Notified Party") with respect to which the other Party (the "Other Party") may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. 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 the Other Party of the notice and copies required in this Section and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's contribution obligation under this Section 29 with respect to the Third Party Claim.
- 29.2** With respect to a Third Party Claim for which Agency is jointly liable with Local Government (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgements, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Local Government in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of Local Government on the other hand in connection with the events that resulted in such expenses, judgements, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of Local Government 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, judgements, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.
- 29.3** With respect to a Third Party Claim for which Local Government is jointly liable with Agency (or would be if joined in the Third Party Claim), Local Government shall contribute to the amount of expenses (including attorneys' fees), judgements, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of Local Government on the one hand and of Agency on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Local Government on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgements, fines or settlement amounts. Local Government's contribution amount in any instance is

capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

SECTION 30: TIME IS OF THE ESSENCE

Time is of the essence in Local Government's performance of its obligations under this Agreement.

SECTION 31: HEADINGS

The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

SECTION 32: ADDITIONAL PROVISIONS

Local Government shall comply with the additional requirements set forth in Exhibit C, attached hereto and incorporated herein by this reference.

(The remainder of this page has been left blank intentionally.)

SECTION 33: AGREEMENT DOCUMENTS

This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement less all exhibits, attached Exhibit A - Statement of Work, Exhibit B - Insurance, and Exhibit C - Additional Requirements.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

STATE OF OREGON acting by and through its
Department of Energy

WASCO COUNTY

By: _____
(Signature of Printed Name below)

By: _____
(Signature of Printed Name below)

Printed Name

Printed Name

Title

Title

Date

Date

Jan Lemke, Designated Procurement Officer

Date

Todd Cornett, Assistant Director

Date

Approved for Legal Sufficiency in accordance with [ORS 291.047](#)

NOT REQUIRED

Assistant Attorney General

EXHIBIT A – STATEMENT OF WORK

Agency Siting Analysts will request work in writing. Agency will not pay for any work other than that work requested by Agency, in writing.

Local Government shall review and provide comments on notices of intent, applications and amendments for site certificates and other EFSC project-related documents. In the case of notices of intent and applications for new or amended site certificates, the memorandum to reviewing agencies sent by EFSC per the requirements of [OAR 345-015-0120](#) and [OAR 345-015-0180](#) will serve as the required written request for work, as well as a description of the scope of work to be performed by Local Government under this Agreement. In the case of an applicant initiating consultation with ODOE prior to submitting a notice of intent or request for expedited review, or in the case of local government's requested compliance review or site inspection, ODOE will provide a detailed scope of the work to be performed by local government. In the case of a Special Advisory Group appointment, ODOE will provide a detailed scope of the work to be performed.

The work to be performed by Local Government is limited to Local Government's area of expertise as described in the memorandum to reviewing agencies, including, as applicable, evaluation of compliance with Local Government's permitting and regulatory requirements, and recommendations regarding EFSC findings and site certificate conditions. If specifically requested by Agency, Local Government will also conduct site visits, travel to public hearings, perform field studies and provide consultation or expert testimony during site certificate contested case hearings.

Local Government must notify Agency in writing within 30 days of assignment of a new project lead.

Local Government agrees to cooperate with Agency's Siting Analysts or designees to deliver work products in a manner which will allow Agency to meet the statutory timelines for documents under review. Information regarding these timelines is found in [ORS 469.370](#) and [ORS 469.373](#). Local Government agrees to meet the comment deadlines provided in the memorandums to reviewing agencies or other delivery schedules mutually agreed upon by Agency and Local Government, in writing. General information regarding Agency and Local Government's work in the review of energy facility site applications and related documents is found in [ORS 469.300 through 469.507](#).

In the event Agency issues a stop work order to a project applicant for nonpayment, Agency will also issue a stop work order to Local Government, at which time Local Government shall cease all work on the named project.

EXHIBIT B – INSURANCE

No insurance required.

EXHIBIT C – ADDITIONAL REQUIREMENTS

C.1. Indemnification by Subcontractors

Local Government shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in [ORS 190.003](#), if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents (“Indemnatee”) 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 Local Government’s contractor or any of the officers, agents, employees or subcontractors of the contractor (“Claims”). It is the specific intention of the Parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims.

C.2. Subcontractor Insurance Requirements

Local Government shall require its first tier contractor(s) 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, CERTIFICATES OF INSURANCE and NOTICE OF CANCELLATION OR CHANGE, before the contractors perform under contracts between Local Government and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts.

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 Agency. Local Government shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, Local Government shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Local Government shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall Local Government permit a contractor to work under a Subcontract when the Local Government is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a “first tier” contractor is a contractor with which the Local Government directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

A. TYPES AND AMOUNTS

- i. **WORKERS’ COMPENSATION.** All employers, including contractor, that employ subject workers, as defined in [Oregon Revised Statute \(ORS\) 656.027](#), shall comply with [ORS 656.017](#) and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under [ORS 656.126\(2\)](#).

EMPLOYERS' LIABILITY. If contractor is a subject employer, as defined in [ORS 656.023](#), contractor shall obtain employers' liability insurance coverage.

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 Local Government. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence basis. Contractor shall provide proof of insurance of not less than the following amounts as determined by Local Government:

Bodily Injury/Death:

Per occurrence limit for any single claimant:

From commencement of the Contract term to June 30, 2016: \$2,048,300
July 1, 2016 and thereafter the adjusted limitation as determined by the [State Court Administrator](#) pursuant to [ORS 30.260 to 30.300](#).

Per occurrence limit for multiple claimants:

From commencement of the Contract term to June 30, 2016: \$4,096,600
July 1, 2016 and thereafter the adjusted limitation as determined by the [State Court Administrator](#) pursuant to [ORS 30.260 to 30.300](#).

AND

Property Damage:

Per occurrence limit for any single claimant:

From commencement of the Contract term to June 30, 2016: \$112,000
July 1, 2016 and thereafter the adjusted limitation as determined by the [State Court Administrator](#) pursuant to [ORS 30.273](#).

Per occurrence limit for multiple claimants:

From commencement of the Contract term to June 30, 2016: \$560,000
July 1, 2016 and thereafter the adjusted limitation as determined by the [State Court Administrator](#) pursuant to [ORS 30.273](#).

iii. AUTOMOBILE LIABILITY

Automobile Liability Insurance covering all owned, non-owned, or 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"). Contractor shall provide proof of insurance of not less than the following amounts as determined by Local Government:

Bodily Injury/Death:

Per occurrence limit for any single claimant:

From commencement of the Contract term to June 30, 2016: \$2,048,300
July 1, 2016 and thereafter the adjusted limitation as determined by the [State Court Administrator](#) pursuant to [ORS 30.260 to 30.300](#).

Per occurrence limit for multiple claimants:

From commencement of the Contract term to June 30, 2016: \$4,096,600
July 1, 2016 and thereafter the adjusted limitation as determined by the [State Court Administrator](#) pursuant to [ORS 30.260 to 30.300](#).

AND

Property Damage:

Per occurrence limit for any single claimant:

From commencement of the Contract term to June 30, 2016: \$112,000
July 1, 2016 and thereafter the adjusted limitation as determined by the [State Court Administrator](#) pursuant to [ORS 30.273](#).

Per occurrence limit for multiple claimants:

From commencement of the Contract term to June 30, 2016: \$560,000
July 1, 2016 and thereafter the adjusted limitation as determined by the [State Court Administrator](#) pursuant to [ORS 30.273](#).

iv. EXCESS/ UMBRELLA INSURANCE

A combination of primary and excess/ umbrella insurance is acceptable. If Contractor is using excess/ umbrella insurance to meet the minimum insurance requirement, Contractor's certificate must include a list of the policies that fall under the excess/ umbrella insurance. Sample wording is "The Excess/ Umbrella policy is excess over Commercial General Liability, Automobile Liability, etc."

B. ADDITIONAL INSURED

The Commercial General Liability insurance and Automobile Liability insurance required under this Contract shall include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

C. CERTIFICATE OF INSURANCE

Contractor shall provide to Local Government, Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any. Contractor shall immediately notify Local Government in writing of any change in insurance coverage.

D. NOTICE OF CANCELLATION OR CHANGE

There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without sixty (60) days' written notice from Contractor or its insurer(s) to Local Government. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of contract and shall be grounds for immediate termination of this Contract by Local Government.

Discussion Item
Night Sky Letter of Support

- [Request for Support](#)
- [Letter of Support](#)

Gorge NightSky Campaign 2016

We're applying for a Google Community Grant and are asking you to please sign on to show your support for this effort.

Mid Columbia Economic Development District, the Goldendale Chamber of Commerce and the Friends of the Goldendale Observatory are partnering together to create a Gorge-wide campaign to promote energy efficiency and astronomy education by:

1. Developing an education campaign around emerging LED lighting technology and ways to preserve our dark-sky. The education campaign would include two components:
 - a. Retailer, end user and utility education regarding LED lighting options. Currently vendors carry LED lighting that meets energy efficiency requirements but not the dual purpose of efficiency and dark-sky needs. The campaign would seek to develop a win-win situation, incentivizing compliance and supporting energy efficiency. This effort would be geared toward accelerating LED lighting adoption locally.
 - b. Student engagement and education regarding dark skies and the Goldendale Observatory both in the classroom and by facilitating visits to the observatory.
2. Increasing publicity and marketing for the Goldendale Observatory, and by extension, the region. The Goldendale Observatory is a national attraction and a hidden gem of science education in our backyard.

Proposal Narrative

Each night since the Missoula Floods the Columbia River Gorge has had a dark river running through it and a sea of brilliant stars and planets, and the moon coursing overhead. The stars - this night sky - is one of our greatest rural treasures, something we take for granted but that causes a city-dwelling visitor's jaw to drop. This is a heritage worth preserving.

In the early 1970's the treasure of The Gorge's night sky was noticed by an amateur astronomy club from Vancouver, WA and they chose Goldendale as the center for what they hoped to be a regional science and astronomy hub - The Goldendale Observatory. MCEDD helped the group secure a \$156,000 federal grant to build the facility which was dedicated in 1973.¹ The Observatory a hidden gem of science and education in our backyard. Unfortunately the dark-sky heritage of the Gorge is being threatened by growth and poorly designed lighting.

LED Lighting uses up to 80% less power than traditional lighting options and LEDs have increased in reliability while dropping 90% in price since 2008.² We are certainly in the midst of a lighting revolution. LED lights for outdoor applications can be harder to specify than traditional lights and if poorly specified they can lead to egregious light trespass and dark-sky light pollution. The International Dark-Sky Association has developed best practices for specifying

¹ <http://www.goldendaleobservatory.com/history.html>

² <http://www.energy.gov/articles/6-charts-will-make-you-optimistic-about-america-s-clean-energy-future>

LED outdoor lighting (<http://darksky.org/lighting/led-practical-guide/>) but currently most vendors and electricians in the Gorge do not carry LED lights that are dark-sky compliant.

The Gorge NightSky Campaign will bring together this opportunity to use emerging LED technology for increased energy efficiency with our need to preserve a rural dark-sky in an multi faceted educational campaign that encompasses end users, lighting vendors, installers, and K-12 students throughout the region. We will accomplish this through two primary tracks:

K-12 Education:

1. The campaign will develop LED/Gorge NightSky Educational Units geared toward various age groups. Part of the unit will be a lighting specification sheet with efficiency metrics that the students can use to evaluate their lights at home.
2. A field trip scholarship to the Goldendale Observatory will be available for classrooms in Wasco County school districts that complete the LED/Gorge NightSky Educational Unit.

LED Lighting & Dark-Sky Education:

1. A two? day workshop at the Columbia Gorge Discovery Center involving various stakeholders. Outcomes to include:
 - a. Vender/designer commitment to stocking and specifying dark-sky compliant fixtures.
 - b. Utility commitment to highlight dark-sky compliant fixtures as part of their efficiency programs.
 - c. Commitment to maximize existing efficiency rebate programs through point of sale rebates and a streamlined rebate process for dark-sky compliant LED lighting upgrades.
 - d. Develop a strategy to effectively reach businesses and homeowners with the message about quality lighting design.
 - e. A commitment from local governments to pursue and enforce modern lighting ordinances.

Our regional commitment to this effort will be shared with lighting, architectural and astronomy publications and blogs nationwide thus creating increased tourism and scientific interest in The Gorge and our Observatory.

ACTION: Email us back or sign this letter of support

Our organization supports this effort!

Organization Name

Representative

Date



WASCO COUNTY

Board of County Commissioners

511 Washington Street, Suite 302

The Dalles, Oregon 97058-2237

(541) 506-2520

Fax: (541) 506-2521

Rod Runyon, *Commission Chair*

Scott Hege, *County Commissioner*

Steven Kramer, *County Commissioner*

January 20, 2016

To Whom It May Concern:

Since the early 1970s, the Gorge night sky has been recognized as an awe-inspiring rural treasure. With support from Mid-Columbia Economic Development, the Goldendale Observatory was built and dedicated in 1973 to serve as a hub for regional science and astronomy. Growth and poorly designed lighting threaten the Gorge night sky heritage.

The falling price, energy efficiency and long life of LED lighting makes it the preferred lighting application. With proper specifications, developed by the International Dark-Sky Association, LED's impact on the beautiful night sky can be minimized – unfortunately, most Gorge vendors and electricians do not carry dark-sky compliant LED lighting.

Wasco County supports the Gorge NightSky Campaign to bring together the opportunity to use emerging LED technology for increased efficiency with the need to preserve a rural dark-sky in a multi-faceted educational campaign that encompasses end users, lighting vendors, installers and K-12 students throughout the region.

WASCO COUNTY
BOARD OF COMMISSIONERS

Rod Runyon
Commission Chair

Scott Hege
County Commissioner

Steve Kramer
County Commissioner

Discussion Item

Determination of Exemption

- [Determination of Exemption for Grant Administration and Labor Standards associated with Mid-Columbia Center for Living Mental Health Clinic Construction Project](#)

Return to Agenda

Determination of Exemption**For activities included in 24 CFR 58.34(a)**

Activity Name and Grant Number: Mid-Columbia Center for Living Mental Health Clinic													
C15007													
Address: 511 Washington St, The Dalles, OR 97058													
Activity Description: Grant Admin, Labor Standards, Arch/Engineering, & Environmental review													
Estimated total Activity cost: \$410,000													
Funding Source: Grant & Other -\$120,000 Grant/ remainder MCCFL Reserve Funds (Match)													
√	The activity falls into the category below, which is listed at 24 CFR 58.34(a) as Exempt.												
X	1. Environmental and other studies, resource identification, and development of plans and strategies												
	2. Information and financial services												
X	3. Administrative and management activities, grant administration, program management, sub-grants, legal etc.												
	4. Public services that will not have a physical impact or result in any physical changes including but not limited to services concerned with: <table border="0"> <tr> <td>▪ Employment</td> <td>▪ Education</td> </tr> <tr> <td>▪ Crime prevention</td> <td>▪ Counseling</td> </tr> <tr> <td>▪ Child care</td> <td>▪ Energy conservation</td> </tr> <tr> <td>▪ Health</td> <td>▪ Welfare</td> </tr> <tr> <td>▪ Recreation needs</td> <td>▪ Microenterprise Assistance</td> </tr> <tr> <td>▪ Drug abuse</td> <td>▪ Other _____</td> </tr> </table>	▪ Employment	▪ Education	▪ Crime prevention	▪ Counseling	▪ Child care	▪ Energy conservation	▪ Health	▪ Welfare	▪ Recreation needs	▪ Microenterprise Assistance	▪ Drug abuse	▪ Other _____
▪ Employment	▪ Education												
▪ Crime prevention	▪ Counseling												
▪ Child care	▪ Energy conservation												
▪ Health	▪ Welfare												
▪ Recreation needs	▪ Microenterprise Assistance												
▪ Drug abuse	▪ Other _____												
	5. Inspections and testing of properties for hazards or defects												
	6. Purchase of insurance												
	7. Purchase of tools												
X	8. Engineering or design costs												
	9. Technical assistance and training												
	10. Temporary or permanent improvements that do not alter environmental conditions and are limited to activities to protect, repair or arrest the effects of disasters or imminent threats to public safety, including those resulting from physical deterioration.												
	11. Payment of principal and interest on loans made or obligations guaranteed by HUD												

Compliance Checklist for the “Other Requirements” in 24 CFR 58.6

The requirements under § 58.6 may be applicable to § 58.35(b) and § 58.34 determinations. The following format is suggested to document compliance with § 58.6 in completing the environmental review process.

FLOOD INSURANCE / FLOOD DISASTER PROTECTION ACT ([Guidance](#))

1. Does the project involve the acquisition, construction or rehabilitation of structures, buildings or mobile homes?

☒ No; flood insurance is not required. The review of this factor is completed.

☐ Yes; continue.

2. Is the structure or part of the structure located in a FEMA designated Special Flood Hazard Area?

☐ No. Source Document (FEMA/FIRM floodplain zone designation, panel number, date):

_(Factor review completed).

☐ Yes. Source Document (FEMA/FIRM floodplain zone designation, panel number, date):

_(Continue review).

Return to Agenda

3. Is the community participating in the National Insurance Program (or has less than one year passed since FEMA notification of Special Flood Hazards)?

☐ Yes - Flood Insurance under the National Flood Insurance Program must be obtained and maintained or the economic life of the project, in the amount of the total project cost. A copy of the flood insurance policy declaration must be kept in the Environmental Review Record.

☒ No (**Federal assistance may not be used in the Special Flood Hazards Area**).

COASTAL BARRIERS RESOURCES ACT ([Guidance](#))

Section 58.6 also requires compliance with the Coastal Barrier Resources Act. There are no Coastal Barrier Resource Areas in Washington, Oregon, Alaska, or Idaho. Therefore, the Act does not apply.

1. Is the project located in a coastal barrier resource area? **No**
(See <http://www.fema.gov/nfip/cobra.shtm>).

☒ No; Cite Source Documentation:

(This element is completed).

☐ Yes - **Federal assistance may not be used in such an area.**

AIRPORT RUNWAY CLEAR ZONES AND CLEAR ZONES DISCLOSURES ([Guidance](#))

1. Does the project involve the sale or acquisition of existing property within a Civil Airport's Runway Clear Zone, Approach Protection Zone or a Military Installation's Clear Zone?

☒ No; cite SD, page: The nearest airport is Columbia Gorge Regional Airport, approximately six miles away. Project complies with 24 CFR 51.303(a)(3).

☐ Yes; **Disclosure statement must be provided** to buyer and a copy of the signed disclosure statement must be maintained in this Environmental Review Record.

RE's Certifying Officer Signature.

A Request for Release of Funds (RROF) is not required. The activity may be initiated without further environmental review beyond 24 CFR Part 58.6.

Signature_____ Date_____

Certifying Officer Name and Title (print)_____

Discussion Item
MCEDD IGA for Grant Administration

- [IGA Between Wasco County and Mid-Columbia
Economic Development District](#)

INTERGOVERNMENTAL AGREEMENT

Between

WASCO COUNTY, OREGON

And

MID-COLUMBIA ECONOMIC DEVELOPMENT DISTRICT

WHEREAS, Wasco COUNTY, Oregon (COUNTY) and Mid-Columbia Economic Development District (MCEDD) have continuing interests in common, and Wasco County is a member of MCEDD; and

WHEREAS, Wasco County has been awarded a 2015 Grant under the Oregon Community Development Block Grant Program for the construction of a community mental health treatment center pursuant to a certain intergovernmental agreement between the COUNTY and the Mid-Columbia Center for Living dated 9.2.2015 (the “Project”); and

WHEREAS, Wasco County desires assistance with the administration of the Oregon Community Development Block Grant, and MCEDD is an agency qualified to provide such assistance on behalf of its members; and

WHEREAS, work under this contract will be funded entirely with federal grant funds from the Oregon Community Development Block Grant program;

IN CONSIDERATION of the mutual benefits and obligations set out herein, the parties agree that from the date of this agreement’s execution through the project’s completion, prior to administrative closeout by Oregon Economic Development Department, the following provisions shall apply:

I. Source of Funds

Work under this contract will be funded in its entirety with federal grant funds from the Oregon Community Development Block Grant program.

II. Term

Subject to other contract provisions, the period of performance under this Contract will be from the date of execution of the contract through project completion, unless sooner terminated as provided herein.

I. Services to be Provided

- A. MCEDD shall complete in a satisfactory and proper manner the work activities described in the Scope of Work (Attachment A).
- B. The COUNTY will provide such assistance and guidance as may be reasonably required to support the objectives set forth in the Scope of Work and will provide compensation for services as set forth in Section III below.

III. Amount and Method of Payment

- A. MCEDD shall submit written invoices and be due payment of the following amounts according to the following schedule:

\$10,000 shall be due for grant administration work completed prior to first draw submittal, upon receipt of first draw funds.

\$8,000 shall be due for labor standards assistance at the point at which it is estimated, at COUNTY'S discretion, that 50% of the project is completed;

\$5,000 shall be due for grant administration work at the point at which it is estimated, at COUNTY'S discretion, that 50% of the project is completed;

\$5,000 shall be due for grant administration work after project completion and prior to project closeout, when all grant administration is complete.

\$7,000 shall be due for labor standards assistance after project completion and prior to project closeout, when all grant administration is complete.

The total of all payments shall not exceed the sum of \$35,000.

IV. Minority, Women and Emerging Small Business

Before the final payment to MCEDD is made, MCEDD shall submit the "Minority, Women and Emerging Small Business Activity Report" (Attachment B)

V. Section 3- Economic Opportunities for Low- and Very Low-Income Persons

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other

understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations in 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.

VI. Conflict of Interest

No employee, agent, consultant, officer, elected official or appointed official of the COUNTY or county grant recipient or any of its sub-recipients (sub-grantees) receiving CDBG funds who exercise or have exercised any functions or responsibilities with respect to CDBG activities who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity or have an interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom that have family or business ties, during their tenure or for one year thereafter, in accordance with 24 CFR Part 570.489(h).

VII. Access to Records

The COUNTY, Economic and Community Development Department of the State of Oregon, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of MCEDD which are directly pertinent to this specific contract, for the purpose of making audit, examination, excerpts and transcriptions. MCEDD will maintain a file of all conversations with all of the above partners regarding the project. All required records shall be maintained by MCEDD during the project. After the COUNTY makes final payments under this Agreement and all pending matters are

closed, all records will be transferred to the COUNTY where they will be maintained for a minimum of five years.

VIII. Remedies

Each party shall be entitled to all remedies available at law and in equity to enforce rights under terms of this contract.

IX. Prohibition on the Use of Federal Funds for Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the local government, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer of employee of Congress, or any employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the local government shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements,) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, 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.

Signed (Contractor)

Title/Firm

Date

X. Other State and Federal Requirements

MCEDD agrees to comply with all other requirements of the State of Oregon or the U.S. Department of Housing and Urban Development that may apply to activities undertaken by this contract. These include, but are not limited to, the Federal Uniform Administrative Requirements, as described in 24 Code of Federal Regulations 570.502.

XI. Intergovernmental Agreement Modifications

The COUNTY and MCEDD may, from time to time, request changes to this Agreement or its provisions. Any such changes that are mutually agreed to by the COUNTY and MCEDD, and approved by Oregon Economic Development Department, shall be incorporated herein by written amendment to this Agreement. It is agreed and understood that no material or substantive alteration or variation in the terms of this Agreement shall be valid unless made in writing and signed by all parties to this agreement. Any oral understanding or agreements shall not be binding unless made in writing and signed by all parties to this agreement.

XII. Suspension or Termination

This contract may be suspended or terminated, if MCEDD materially fails to comply with any terms of this contract. This contract may also be terminated for convenience upon written notification by either party with a minimum notice of 30 calendar days. In the event of contract termination for convenience, MCEDD shall be due payment for all work completed by the time of termination.

XIII. Progress Reporting

MCEDD shall report on the status of all project activities on at least a monthly basis to the COUNTY Board of Commissioners or other designated representative of the COUNTY. MCEDD shall also prepare and present a status report directly to the COUNTY Board of Commissioners when the COUNTY Board of Commissioners so requests.

XIV. Notices

All notices, requests, demands and other communications to or upon the parties hereto shall be in writing and shall be deemed to have been duly given or made when deposited in the mail, addressed to the party to which such notice, request, demand, or other communication is requested or permitted to be given or made hereunder at the addresses set forth below or at such other address of which such party shall have notified in writing the other party hereto. These notices, requests, demands, or other communications relating to termination shall be in writing and mailed certified and postage prepaid.

If to COUNTY: County Administrator
Wasco County
511 Washington Street
The Dalles, OR 97058

If to MCEDD: Executive Director
Mid-Columbia Economic Development District
515 E. 2nd Street
The Dalles, OR 97058

XV. No Implied Waiver

No failure on the part of the parties hereto to insist upon the strict performance of any provision of this Agreement or to exercise any right called for in this Agreement shall constitute a waiver of the provision of this Agreement or the rights of the parties hereto.

XVI. Attorney's Fees

The prevailing party in any dispute arising from this Agreement shall be entitled to recover from the other its reasonable attorney's fees at trial or an appeal.

XVII. Indemnity

To the extent allowed by law, the parties agree to defend, hold harmless, and indemnify each other, their respective officers, agents, employees, and assigns against any and all damage or claims from damages resulting or allegedly resulting from the respective parties performance or activities hereunder.

XVIII. Office Space

The expectations of the parties hereto are that the preponderance of the work and activities performed under this Agreement will take place at the MCEDD office with travel to attend meetings and gather information within the region.

XIX. Acts and Omissions

Each party shall be responsible for their own acts and omissions and shall not be responsible for the acts and omissions of the other party in carrying out this Agreement. Each party agrees to indemnify and hold harmless the other party against all actions, claims or demands whatsoever including costs, expenses and attorney fees to which the other party may be put out arising out of each party's negligent acts and omissions during the performance of this Agreement.

XX. Severability

If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.

XXI. Entire Agreement

This Agreement constitutes the entire agreement between parties. There are no understandings, agreements or representations, oral or written not specified herein regarding this Agreement. Any waiver or consent, if made, shall be effective only in the specific instance and for the specific purpose given.

The attachments to this agreement are identified as follows:

Attachment A, Scope of Work, consisting of 2 pages.

Attachment B, Minority, Women and Emerging Small Business Activity Report, consisting of 1 page.

IN WITNESS WHEREOF, both parties have signed and executed the above agreement
as of the ____ day of _____, 20__.

WASCO COUNTY, OREGON

MID-COLUMBIA ECONOMIC
DEVELOPMENT DISTRICT

Rod Runyon, Commission Chair

Amanda Hoey, Executive Director

APPROVED AS TO FORM:

Kristen Campbell
Wasco County Counsel

Attachment A: Scope of Work

MCEDD will provide the following services:

- A. Performance of daily and periodic Grant/Project administration activities. Includes the following and other reasonable tasks related to administration activities:
 - Setting up grant/project filing system.
 - Supporting grant recipient (COUNTY) in meeting conditions of the grant contract.
 - Supporting the County in preparing cash requests, progress reports and other documents; obtaining needed local signatures.
 - Participating in state monitoring visits and responding to any monitoring findings or concerns.
 - Preparing Project Completion Report.
 - Providing information about the grant funds and the project to the municipal auditor.

- B. Procurement of services. Includes the following and other reasonable tasks related to procurement:
 - Reviewing contracts to ensure compliance with federal requirements for the Community Development Block Grant program.
 - Obtaining State review of all project contracts.
 - Ensuring compliance with state and local procurement laws and ordinances.
 - Preparing requests for contract amendments, if needed.

- C. Completion of “first draw” requirements prior to requesting a drawdown of grant funds. Includes the following and other reasonable tasks related to completion of first draw requirements:
 - Preparing *Finding of Exemption from Part 58 Environmental Review Requirements*.
 - Ensuring adoption and publication of fair housing resolution, if not already in place.
 - Supporting County in completing the Sec. 504 handicap Accessibility Self-evaluation Checklist and related requirements, if not already in place.
 - Ensuring a current Policy of Nondiscrimination on the basis of Handicapped Status and related grievance procedures are in place. Working with the COUNTY to adopt current policies if they are not in place.
 - Completion of a Section 3 Plan reviewed by OBDD.
 - Completion of a Limited English Proficiency LAP, reviewed by OBDD.
 - Ensuring that preconstruction conference or meeting covers federal and state labor standards; submitting documentation to State with Notice of Award and Start of Construction.
 - Collecting and reviewing certified payroll reports for all work covered by first draw of grant funds for construction. Sending to State with first drawdown request.
 - Preparing Request for Release of Funds and working with the COUNTY to submit to the State.

- D. Performance of daily and periodic Grant/Project administration activities. Includes the following and other reasonable tasks related to administration activities:
 - Setting up grant/project filing system.
 - Working with COUNTY to prepare budgets, schedules and contract amendments in accordance with CDBG requirements.
 - Reviewing cash requests, progress reports and other documents.
 - Participating in state monitoring visits and responding to any monitoring findings or concerns.
 - Working with COUNTY and contractors to prepare Project Completion Report.

- E. Compliance with federal labor standards. Includes the following and other reasonable tasks related to compliance:
 - Including correct federal Davis-Bacon wage rates or Oregon Prevailing Wage Rates, whichever is higher, in the construction bid documents.
 - Calling State ten days prior to bid opening to check for changes in Davis-Bacon wage decision.
 - Ensuring that Contractor/Subcontractor Agreements and Fringe Benefit summary forms are received from all contractor and subcontractors.
 - Reviewing certified payrolls, performing worker interviews, and verifying that correct base wages and fringe benefits are paid.
 - Ensuring that corrective action is taken for any noncompliance with federal labor standards.

- F. Completion of “final draw” requirements and project closeout.
 - Working with COUNTY to submit a completed Minority, Women and Emerging Small Business Activity Report.
 - Working with COUNTY to Submit a completed Section 3 Summary Report, if applicable.
 - Working with COUNTY to ensure the second public hearing is held and all necessary documents submitted.

Attachment B: Minority, Women and Emerging Small Business Activity Report

(To be attached- Exhibit 5B from Handbook)

Minority, Women and Emerging Small Business Activity Report

The report on the following page is to be completed by grantees, developers, sponsors, builders, agencies, and/or project owners for reporting contract and subcontract activities of \$10,000 or more under the following programs: Community Development Block Grants (entitlement and small cities); Urban Development Action Grants; Housing Development Grants; Multi-family Insured and Noninsured; Public and Indian Housing Authorities; and contracts entered into by recipients of CDBG rehabilitation assistance.

Contracts/subcontracts of less than \$10,000 need be reported only if such contracts represent a significant portion of your total contracting activity. Include only contracts executed during this reporting period.

This form has been modified to capture Section 3 contract data in columns 7g and 7i. Section 3 requires that the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs shall, to the greatest extent feasible, be directed toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. Recipients using this form to report Section 3 contract data must also use Part I of form HUD-60002 to report employment and training opportunities data. Form HUD-2516 is to be completed for public and Indian housing and most community development programs. Form HUD-60002 is to be completed by all other HUD programs including State administered community development programs covered under Section 3.

A Section 3 contractor/subcontractor is a business concern that provides economic opportunities to low- and very low-income residents of the metropolitan area (or non-metropolitan county), including a business concern that is 51 percent or more owned by low- or very low-income residents; employs a substantial number of low- or very low-income residents; or provides subcontracting or business development opportunities to businesses owned by low- or very low-income residents. Low- and very low-income residents include participants in Youthbuild programs established under Subtitle D of Title IV of the Cranston-Gonzalez National Affordable Housing Act.

The terms “low-income persons” and “very low-income persons” have the same meanings given the terms in section 3(b)(2) of the United States Housing Act of 1937. Low-income persons mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary’s findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families. Very low-income persons means low-income families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary’s findings that such variations are necessary because of unusually high or low family incomes.

Exhibit 5B (2013) – Minority, Women and Emerging Small Business Activity Report

1. Grantee/Project Owner/Developer/Sponsor/Builder/Agency									2. Location (City, State, ZIP Code)									
3a. Name of Contact Person						3b. Phone Number (Including Area Code)			6. Date Submitted									
See Explanation of Codes below														7j.				
7a.	7b.	7c.	7d.	7e.	7f.	7g.	7h.	7i.	Name	Street	City	State	Zip Code					

- 7c: Type of Trade Codes:**

 - 1 = New Construction
 - 2 = Substantial Rehab.
 - 3 = Repair
 - 4 = Service
 - 5 = Project Mangt.
 - 6 = Professional
 - 7 = Tenant Services
 - 8 = Education/Training
 - 9 = Arch./Engrg. Appraisal
 - 0 = Other
- 7d: Racial/Ethnic Codes:**

 - 1 = White Americans
 - 2 = Black Americans
 - 3 = Native Americans
 - 4 = Hispanic Americans
 - 5 = Asian/Pacific Americans
 - 6 = Hasidic Jews

Explanation of Codes

1. Grantee: Enter the name of the unit of government submitting this report.

3. Contact Person: Enter name and phone of person responsible for maintaining and submitting contract/subcontract data.

7a. Grant Number: Enter the HUD Community Development Block Grant Identification Number (with dashes). For example: B-32-MC-25-0034. For Entitlement Programs and Small City multi-year comprehensive programs, enter the latest approved grant number.

7b. Amount of Contract/Subcontract: Enter the dollar amount rounded to the nearest dollar. If subcontractor ID number were provided in 7f, the dollar figure would be for the subcontract only and not for the prime contract.

7c. Type of Trade: Enter the numeric codes which best indicates the contractor's/subcontractor's service. If subcontractor ID number were provided in 7f, the type of trade code would be for the subcontractor only and not for the prime contractor. The "other" category includes supply, professional services and all other activities except construction and education/training activities.

7d. Business Racial/Ethnic Code: Enter the numeric code, which indicates the racial/ethnic character of the owner(s) and controller(s) of 51% of the business. When 51% or more is not owned and controlled by any single racial/ethnic category, enter the code that seems most appropriate. If the subcontractor ID number were provided, the code would apply to the subcontractor and not to the prime contractor.

7e. Woman Owned Business: Enter Yes or No.

7f. Contractor Identification (ID) Number: Enter the Employer (IRS) Number of the Prime Contractor as the unique identifier for prime recipient of HUD funds. Note that the Employer (IRS) Number must be provided for each contract/subcontract awarded.

7g. Section 3 Contractor: Enter Yes or No.

7h. Subcontractor Identification (ID) Number: Enter the Employer (IRS) Number of the subcontractor as the unique identifier for each subcontract awarded from HUD funds. When the subcontractor ID Number is provided, the respective Prime Contractor ID Number must also be provided.

7i. Section 3 Contractor: Enter Yes or No.

7j. Contractor/Subcontractor Name and Address: Enter this information for each firm receiving contract/subcontract activity only one time on each report for each firm.

**WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
JANUARY 20, 2016**

CONSENT AGENDA

1. [12.28.2015 Public Hearing Minutes](#)
2. [1.6.2016 Regular Session Minutes](#)



WASCO COUNTY BOARD OF COMMISSIONERS
PUBLIC HEARING – LUDO AMENDMENTS
DECEMBER 28, 2015

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

STAFF: Tyler Stone, Administrative Officer
Kathy White, Executive Assistant
Angie Brewer, Planning Director

At 5:30 p.m. Chair Hege opened a public hearing regarding proposed amendments to the Wasco County Land Use and Development Ordinance. He explained that the Planning Department and Planning Commission have been holding public work sessions and hearings to address the time, manner and place regulations in regard to the production, processing and sale of marijuana in Wasco County. This is the first time the Board of Commissioners will be involved in this process. This evening's hearing is not about deliberations or decisions; it is to take testimony and hear from the public. He announced that there is another hearing set for January 11, 2016.

Opening the Hearing: We will now commence the public hearing on agenda item PLALEG-15-11-0001, a review of a recommendation made by the Wasco County Planning Commission for:

Legislative text amendments to the Wasco County Land Use & Development Ordinance to regulate the time, place and manner of marijuana businesses identified by HB 3400 including the addition of Chapter 11 (Marijuana Production, Processing, Wholesaling and Retailing) and changes to Chapter 1 (Definitions), Chapter 3 (Basic Provisions), Chapter 12 (Application for a Farm

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or Forest Related Dwelling (Primary Structure) on a Non-Conforming Lot-of-Record in the A-1 or FF Zones), Chapter 20 (Home Occupation).

The proposed amendments will have a widespread affect, on many properties and zones, and is therefore a legislative amendment.

Consistent with the **notice procedures** required by Chapter 2 of the LUDO, this hearing was advertised for today, December 28, 2015, 5:30 p.m., in this room. Notice was provided in the newspaper, on the radio and by the County's website. Staff also provided written notice to all county landowners of the proposed changes and hearing dates.

This hearing is one of two Board of County Commission hearings scheduled for this text amendment. The final hearing is scheduled for January 11, 2016 at 5:30pm in this room. No action will be taken today and public comment is encouraged.

The criteria for approval of this request include:

Wasco County Land Use & Development Ordinance (LUDO)

- Chapter 2 – Development Approval Procedures
- Chapter 9 – Zone Change and Ordinance Amendments

The procedure I would like to follow is:

- (a) The Planning Department will provide a presentation of the amendments recommended by the Planning Commission.
- (b) Members of the audience who wish to provide testimony will be allowed to do so.
- (c) The Board of Commissioners will provide direction to staff for any additional information or amendments they would like to see for the next hearing.

Time Limitations & Testimony

If numerous people in the audience wish to testify, do a show of hands of those who would like to testify either for or against the proposal. If a lot of people want to testify, indicate they will be limited to **5 minutes (or other)** and their testimony will be timed. **Also indicate that their testimony needs to be limited to applicable criteria.**

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When recognized by the Chair, please come forward to the podium, give your name, address and make your statement. Please do not repeat testimony. If you wish, you may choose merely to agree with a previous speaker's statements. The Chair may limit testimony to a certain time limit. When recognized by the Chair, a County Commissioners may ask questions of staff and participants without affecting time limits.

The Rules of Evidence are as follows:

No person shall present irrelevant, immaterial, or unduly repetitious testimony or evidence.

Evidence received shall be of a quality that reasonable persons rely upon in the conduct of their daily affairs.

Testimony and evidence must be directed toward the subject hearing.

Disclosure of Interest of Ex Parte Contact or Potential Conflicts:

Does any Commission member wish to disqualify themselves for any personal or financial interest in this matter? There were none.

Does any member of the audience wish to challenge the right of any Commission member to hear this matter? There were none.

Is there any member of the audience who wishes to question the jurisdiction of this body to act on behalf of Wasco County in this matter? There were none.

Chair Hege asked Planning Director Angie Brewer to present the staff report.

Ms. Brewer announced that some members of the Planning Commission are in attendance and can answer questions. She pointed out that handouts of the staff report and some of the proposed amendments are available at the front of the room. She went on to review the staff report using a power point presentation (included in packet) displayed on a screen at the front of the room.

Ms. Brewer explained that the Planning Commission wanted to complete the work before January 4th to avoid any conflict for permitted uses; they followed the State process to amend the ordinance and built on the good work done by other similar Oregon counties. She observed that there was not a lot of public participation in the Planning Commission's work sessions but there was good turn-out for the Planning Commission's public hearings – approximately 60 for the 12.16.2015 hearing and nearly

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as many for the 12.21.2015 hearing. She noted that the Planning Department exceeded the noticing requirements for the hearings.

Ms. Brewer pointed out that on slide seven of the presentation the word “amendment” should be “acknowledgement.” She also noted that in the original Board Packet the Planning Commission’s recommendation to the Board of Commissioners had actually been a report to the Planning Commission; that document has been replaced with the correct document and republished.

Ms. Brewer announced that there will be no decision made today as the Board must wait a minimum 20 days from the date of the Planning Commission’s recommendation to allow for public input. This hearing will continue on January 11, 2016.

Ms. Brewer went on to review the revisions and additions being proposed for the Wasco County Land Development Ordinance. She stated that their scope of authority does not allow them to address Measure 91; they also have no authority for incorporated communities or land within the scenic area. She added that they have contacted the Gorge Commission for their input and expect to have some guidance from them. She added that the County cannot regulate personal grows; it is only when marijuana is grown for others or for commercial gain that the County has the authority to regulate. A broad overview of the proposed amendments shows that medical and recreational marijuana grows, processing, etc. would be prohibited in all zones outside of the exclusive farm use zone where growers/processors would have to comply with setbacks and other requirements. Ms. Brewer continued to review the proposed amendments with the detail outlined in the presentation.

Chair Hege noted that the map of Oregon counties there are some that have opted out and in their case that puts it on the November ballot. He asked if those counties are pursuing time, manner and place ordinance revisions. Ms. Brewer replied that the counties in orange on the map are pursuing amendments to their LUDOs in case voters do not support an opt-out.

Commissioner Runyon asked Ms. Brewer to explain why the Planning Commission is recommending that the ordinance be passed on an emergency basis. Ms. Brewer responded that there will be applications coming in that will have an impact on health and safety; without an emergency passage those applications would be unregulated and be nonconforming to regulations being proposed.

Commissioner Kramer asked what the standard is for passage of an emergency ordinance. Ms. Brewer answered that according to State statute the vote must be unanimous.

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Chair Hege asked if there were any questions regarding the presentation.

Widge Johnson noted that although the Planning Commission based their work on revisions made by Clackamas County to their ordinance, ours is more restrictive. Ms. Brewer agreed stating that Clackamas used a scale with minimum parcel sizes. She said that the Wasco County Planning Commission felt strongly that because we have a limited amount of Rural Residential land with a range of parcel sizes it is important to protect those areas. She observed that in other counties you might see more farm uses in those zones but our county has more residential use for those zones. She said that decision was made to start conservatively and then hear from developers about why it should be less restrictive.

Dr. David Wehrly read a statement into the record (see attached).

Garrett Booth stated that he lives in a rural residential zone on Seven Mile. He said that he recently built a home and next to him there is a large marijuana grow with odors that make it uninhabitable. He said that his daughter keeps car fresheners hung in her room to try to mask the smell. He stated that his car smells of marijuana even 7 hours after being away from his home. He said that he smells of marijuana when he goes to work. He stated that he cannot allow his daughter to walk to the bus because of the safety concerns – the growing operation has 8-foot fences and security. He said that this is not appropriate use in a rural residential zone; the Taylors have a good business plan but it should not be located in a rural residential area.

Linda Taylor of Cherry Heights road said that they have moved their operation because it was in a rural residential area. She went on to outline some of their philanthropic activities that benefit students. She also offered some anecdotal evidence of the benefits of medical marijuana. She pointed out that their intention is to offer living wages and health benefits to employees which will benefit the community. She concluded by predicting that marijuana will be federally legalized in ten years.

Commissioner Runyon asked if Ms. Taylor is advocating for medical marijuana. Ms. Taylor responded that most of what they produce will be oils. She said that they had looked at a piece of R10 property but learned that it will not be allowed in that zone and found a piece in an exclusive farm use zone.

Ms. Brewer commented that it is good that Taylor farms came in to talk to them. They spoke to the Senior Planner and based their decision on the information that grows would be prohibited in all but the EFU.

Eric Smith of Taylor Farms pointed out that only about 1% of the EFU properties are for sale. He asked why processing and wholesaling are lumped together in the

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regulations. He observed that the Planning Commission kept lumping in logging and other things when what is being discussed is marijuana. He also pointed out that there will be problems moving the product from a secure growing facility to be processed – transportation will be an issue. He stated that under the regulations there will be limited opportunities for processing facilities.

Ms. Brewer stated that processing in the EFU is regulated by State statute – it is allowed in conjunction with agriculture. The forest zone does not allow processing; that was put into place for forest practices – saw mills take up space and the regulation helps preserve the forest zone. She stated that the Planning Commission did discuss how processing could be allowed equitably but decided they did not have enough information to open up processing. That will be addressed at a later update.

Ms. Brewer pointed out that the County cannot control how much of the EFU properties are for sale; it is privately owned property. The County's job is to manage land use. While employment is a positive impact, there has to be a balance – the question is do we want business in the residential zones or other areas?

Ms. Brewer acknowledged that the current regulations for wholesaling and processing are broad. She stated that the Planning Commission feels like the State levels will change and if we remain broad, we can be more responsive to the State changes. She reviewed the chart that outlines where processing can take place. She concluded by saying that transportation of product is a liability that will have to be addressed by the business owner.

City Councilman Russ Brown noted that chippers and de-limbers are allowed in the forest zones. Ms. Brewer agreed saying that those are the primary processing practices that are allowed – it is the refining of product into something else that triggers other regulations.

Chair Hege asked what that would mean for marijuana. Ms. Brewer replied that clipping, drying and original packaging would be primary processing. She said that the Department of Land Conservation and Development has a one-page flyer that helps explain.

Ms. Taylor asked if this means they would have to bring their product into The Dalles to process. Ms. Brewer answered that she cannot speak for the city but it is a possibility.

Chair Hege asked if primary processing is allowed in the forest zone. Ms. Brewer replied that it is.

Return to Agenda

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Commissioner Runyon asked if industrial zones could be used. Ms. Brewer responded that would be a question for the city planners and the port.

Planning Commissioner Mike Davis said that there is a potential for processing in the EFU; the only thing not allowed there is retail shops. He noted that there is also processing in the industrial and light industrial rural areas. He said that the Planning Commission looked at F1 and F2 zones in regard to secondary processing in the forest zones; they decided to wait for the comprehensive review so that the public would have more time to weigh in. It can still be done in the EFU.

Councilman Brown stated that he would foresee restrictions on processing in the City due to the issues with odor.

John Pearson of Mosier said that he would rather see marijuana go out as an oil than a product to be smoked. He said that it has a lot of medical uses and offered anecdotal examples of success stories for the use of medical marijuana. He noted that the US government has patents on some of the medical uses. He said that the lack of processing facilities is an issue.

Ms. Taylor reported that they have converted to CO2 processors rather than butane – it is healthy and organic. She said that she agrees that it should all be processed rather than going out as a product to be smoked.

Dr. Wehrly pointed out that Title 21 of the US code regulates drugs. Recreational marijuana is different; the State of Oregon is bypassing the federal control of a Schedule 1 substance. He went on to say that Title 21 does not suppress the use or research into medical marijuana – that is controlled through licensing of specific universities and hospitals. He stated that other states that have allowed recreational use are experiencing problems as a result.

Garrett Booth asked about the water requirements for growing marijuana. Ms. Brewer replied that the proposed Chapter 11 of the LUDO requires the applicant to prove they have a water right or a letter from the water master, water district or a water provider to prove they have legal access to an adequate water supply. She pointed out that there are some who have water trucked in. It would need to be part of the plan; even if they plan to use a swimming pool for water storage.

Ms. Johnson asked if existing operations will be affected by the new regulations. Ms. Brewer replied that as long as they were lawfully established and can prove that, they will not be affected.

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Mr. Pearson asked how they would prove that. Ms. Brewer stated that the Planning Department would be looking for licensing from the state and legal construction of the buildings or existing buildings that were already being used for farming.

James Miller, a dentist from Tygh Valley, asked if there is a limit to how much you can grow. Ms. Brewer replied that those regulations are set by the State and it is complicated. She said that she would be happy to help him look at the regulations. Dr. Miller said that the anecdotal examples being given have no value; clinical trials done over a long period of time offer the only reliable information. He said that there are studies that could be cited to support both the benefits and detriments of marijuana use. People need to look at long term clinical trials to discover if it is good or bad.

Rodger Nichols stated that the emergency clause shortens the window for grandfathered uses. Ms. Brewer said that the County is trying to protect quality of life. Commissioner Runyon noted that there are state guidelines; applications will come in a decision will have to be made.

Commissioner Runyon read a Facebook communication regarding marijuana in Wasco County (see attached). He noted that the writer lives in an R10 zone.

Chair Hege asked how setbacks were determined to be adequate. Ms. Brewer replied that they started with a draft from Clackamas County and expanded that to include daycares and churches. She said that the setbacks will not capture the odor issues but will address visibility; Clackamas was 100 feet – we expanded that to 200 feet. She stated that the setbacks for schools are set by the State. She said that setbacks will also be in place for government-owned recreation areas, treatment centers, etc.

Chair Hege asked about the potential for odor issues. Ms. Brewer replied that she has been in contact with other planning departments where there are more medical grows than in Wasco County – the most significant issue is the odor; a quarter mile is not enough. The odor travels with the wind. She said that they took the odor language from Clackamas and added language for indoor grows; any buildings used for retailing had to have filtration but that does not include processing facilities. She said that the biggest issue odor issue is outdoor grows; what they have had are requests for greenhouses.

Chair Hege asked about home-based businesses. Ms. Brewer replied that hemp based products will not be impacted by this, rural residential will not be able to meet the setback requirements for marijuana. Home-based businesses are supposed to be secondary to the prime use of the property which is residential. It will be hard to reconcile that the marijuana is secondary. She said there is also a threshold for the number of employees – it would be hard to meet that threshold. She observed that

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there is limited amount of rural residential property and they want to keep that in balance.

Commissioner Kramer thanked everyone who has worked on this project – not only the Planning Department and the Planning Commission but other staff as well . . . Youth Think, Youth Services, etc. He said that this will be ever evolving and will continue to be addressed.

Commissioner Runyon noted that none of what is being considered here has anything to do with what has already been done at the State level – what is being discussed here is regulations. This has been a long journey and the work has gone on over the last year. He noted that the County has worked with the AOC and OLCC to learn more as well as encouraging citizen involvement – it has been quite a journey. He commended Ms. Brewer for her leadership through this process. He noted that the Board has had many meetings regarding this topic including two town halls – it has been on every agenda for the last three months. He pointed out that the public can still comment – in person, by phone or email. He encouraged people to go to the Planning Department's website for more information; if there are specific questions about property – go talk to the Planning staff.

Ms. Brewer added that there is an online mapping tool that can be used in conjunction with the matrix to answer a lot of questions.

Chair Hege announced that the record remains open and people are encouraged to contact the Commissioners. He continued the hearing to January 11, 2016 and adjourned for the evening at 7:27 p.m.

WASCO COUNTY BOARD
OF COMMISSIONERS

Scott Hege, Commission Chair

Rod Runyon, County Commissioner

Steve Kramer, County Commissioner



WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
JANUARY 6, 2016

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

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

Discussion Item – Election of Chair

{{{Commissioner Kramer moved to nominate Commissioner Runyon for Board Chair. Chair Hege seconded the motion which passed unanimously.}}}

{{{Commissioner Kramer moved to close nominations for Board Chair. Chair Hege seconded the motion which passed unanimously.}}}

{{{Chair Hege called for a vote on the election of Commissioner Runyon as Board Chair. Commissioner Runyon was unanimously elected as Board Chair.}}

Public Comment

Wayne Lease stated that he does not believe that Building Codes can be saved by the County or MCCOG – there are too many outside interests and not enough people have looked at it to decide how to do it. If greed continues, then transparency will

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not be practiced and the County will lose. He said that he does not think there are enough people who really understand what is happening. He advised that the County will need legal counsel that is versed in administrative law. He has found no legal counsel in minutes that has been above board and honest about what we need to do.

Discussion Item – Facilitation Contract
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Mr. Stone stated that the County is in the process of doing some strategic planning work; there is a session planned for the end of the month. He explained that part of it is a facilitator to help with the process; this contract is for facilitation services. Although the contract is for under \$5,000 and within his authority to approve, he wanted to bring it to the Board so that they are aware. The contract is for both the planning and facilitation of the retreat; the planning process has already begun. There has been a lot of time invested in planning the agenda which will culminate in 2.5 days of work the management team will do together, led by the facilitator.

Commissioner Hege asked what deliverables come out of the contract, noting that it did not seem clear in Exhibit A – Scope of Work. Mr. Stone replied that there will be updated mission, vision, values statements as well as an updated strategic plan. He added that another main focus is how to move that document out to staff; a mechanism will be developed for that.

Commissioner Hege said that he would like to see that stated in the scope of work. Commissioner Kramer observed that it seems to be encompassed in the retreat outcomes listed in the scope of work. Mr. Stone added that the outcomes will be generated by both the facilitator and the team.

Chair Runyon reminded everyone that when the plan was developed in 2011, it was Commission driven. Then in 2014 the management team revised the plan. This will be somewhat different in that the Board and Management Team will be working together. Mr. Stone pointed out that there were challenges with the processes being separate – outcomes did not always converge; this will result in one document, one plan, and one direction.

Chair Runyon noted that Andrea Klaas, Executive Director of the Port of The Dalles, had worked with the Board. Mr. Stone said that the Management Team worked with Judy Clark from HR Answers. Chair Runyon stated that he anticipates

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that the results of this session will be much broader.

Commissioner Hege reported that he has talked about this with other community leaders and some are advocating for connectivity between organizations for strategic planning. He said that it makes sense.

Mr. Stone responded that he had a conversation with a constituent who suggested a similar idea – a strategic plan for Wasco County as a geographic area rather than just the government. This would include all the citizens, agencies and businesses. He wondered if there is a way to do that – a way for all of us to be working toward a common goal. He said that idea is an ongoing topic of discussion. He said that there is one part of the current process that entertains the idea of what an ideal Wasco County would look like; if we can envision that we can work toward it and share it with others - it is a big concept.

Commissioner Hege said that his conversation was more around the idea of public entities working together. Mr. Stone said that it might be a good project for the Outreach Team.

{{{Commissioner Hege moved to approve the Wasco County Strategic Planning Facilitator Contract. Commissioner Kramer seconded the motion which passed unanimously.}}}

Public Comment

Columbia River Gorge Commissioner Rodger Nichols reported that the new Chair of the Gorge Commission is Bowen Blair, former head of Friends of the Gorge; Vice Chair is former congressman Don Bonker.

Commissioner Runyon asked what the Gorge Commission's stance is on marijuana. Mr. Nichols replied that because of the unusual nature of the entity, they cannot go against federal law and therefore marijuana will not be allowed in the scenic area.

Commissioner Hege noted that the cities within the scenic area are not governed by the Gorge Commission rules. Mr. Nichols concurred.

Commissioner Kramer reported that the Wasco County Forest Collaborative Group

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has been funded for the next two years – almost \$45,000 – to continue efforts to get move the urban interface forward and do some logging in the Rocky Burn. OWEB is the granting agency.

Agenda Item – Supplemental Budget

Interim Finance Director Debbie Smith-Wagar noted that this supplemental budget is related to the Community Development Block Grant next on the agenda. She suggested that someone might want to preface her remarks to explain what that is.

Mid-Columbia Center for Living Executive Director, Barbara Seatter congratulated the County for getting the \$2 million grant toward the construction of a MCCFL facility to help people with mental illness, addiction problems, etc. She stated that MCCFL has reserves and has secured a loan to complete the budget for the project.

Ms. Smith-Wagar continued by saying that there will be a separate fund for the project to track money coming in and going out. All monies for the project will have to go through the County accounts; the County budget will encompass grant funding, reserves and the loan. She said that the only thing not in the budget is the land which MCCFL already owns.

Commissioner Hege observed that when he started on the MCCFL Board five years ago, this facility was being discussed. Ms. Seatter reported that it had been on the table for years before that. She said that it will be in a medical complex that already included One Community Health and a surgical center. Commissioner Hege noted that the only downside is that the County will lose another leasee.

Ms. Smith-Wagar stated that in compliance with statute, the supplemental budget was published in last Thursday's paper.

Commissioner Kramer asked if the Board of MCCFL is unanimously in support of this project. Commissioner Hege replied that they are.

Commissioner Hege noted that because the costs are estimates, they could change. Ms. Smith-Wagar agreed, saying that costs probably will change. Commissioner Hege stated that it would mean a budget adjustment in the future. Ms. Smith-Wagar agreed, adding that the budget will probably have to carry over into the next fiscal year.

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{{{Commissioner Kramer moved to approve Resolution 16-002 in the matter of appropriating unanticipated resources in a supplemental budget. Commissioner Hege seconded the motion which passed unanimously.}}}

Agenda Item – IFA Contact

Mr. Stone explained that this is a contract from the Infrastructure Finance Authority awarding the grant dollars for the MCCFL project. He said that it will also require a signature card and transfer form. He stated that the contract includes a lot of certifications with which the County is agreeing to comply. He reported that he met yesterday with Ms. Seatter and a member of her staff, County Counsel Kristen Campbell, Mid-Columbia Economic Development District Executive Director Amanda Hoey and a member of her staff, and a representative from US Bank to review line by line and assign responsibility for ensuring compliance. He said that he has seen several emails this morning working toward that. This contract is the capstone of the project and must be signed before anything else can happen, otherwise any work that is done cannot be reimbursed through the grant.

{{{Commissioner Hege moved to approve State of Oregon Community Development Block Grant Program Grant Contract #C15007. Commissioner Kramer seconded the motion which passed unanimously.}}}

Agenda Item – Contracting Exemption

Ms. Campbell stated that one of the grant requirements is due diligence for environmental review. She explained that this company was previously contracted by MCCFL to do an environmental study for the purchase of the site.

Ms. Seatter interjected that this company also did the work for One Community Health which is adjacent to the MCCFL site. She stated that this review will be for any environmental impact including cultural impact. She said that she has communicated with them and they will be able to do this without having to repeat any of the work they have already done for the site.

Ms. Campbell continued by saying that this request clearly fits into the County's discretion to directly appoint under Paragraph 22 of Wasco County's Contracting Rules. In addition, it is under the \$100,000 maximum noted in Subsection L – the

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estimate for the work is \$15,000.

{{{Commissioner Hege moved to approve Resolution #16-003 approving a personal services contract exemption under the Wasco County Local Contract Review Board Public Contracting Regulations. Commissioner Kramer

Agenda Item – Signing Authority

Mr. Stone noted that the construction of the MCCFL facility is a large project with a lot of contracts and draws that will all be time-sensitive. He went on to say that given the Board's meeting schedule they might want to consider designating signing authority to the Administrative Officer and/or Finance Director so that documents can be turned-around in a timely manner.

Chair Runyon stated that he does not see a problem with that but would like an email informing the Board each time or a report at the Board sessions. Commissioner Hege agreed saying that emails would probably be too much, but a report at Board sessions would be appropriate.

{{{Commissioner Kramer moved to approve Resolution #16-001 designating signing authority for Community Block Grant (Contract C15007) Mid-Columbia Center for Living capital project to Wasco County Administrative Officer and Wasco County Finance Director. Commissioner Hege seconded the motion which passed unanimously.}}}

Chair Runyon called a recess at 9:48 a.m.

The session reconvened at 9:51 a.m.

Consent Agenda – 12.16.2016 Regular Session Minutes

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

Agenda Item – Fort Dalles Museum Update

Ft. Dalles Museum Manager Cal McDermid stated that he has been in his position for 11 months and it has been fun to do the work to bring the museum back to life. He reported that from March to December they had 5,823 visitors; 1,550 of those

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were from cruise ship traffic. He said that in March they increased their hours to seven days a week from 10:00 a.m. to 5:00 p.m. – the previous varying schedule made it difficult for people to know when they could come to visit the museum. In addition, rather than closing altogether in the winter they are remaining open on a shortened schedule – Thursday through Saturday. He said that it has been a slow start as people haven't become accustomed to the winter hours, but they have had visitors every weekend.

Mr. McDermid announced that the museum has a part-time volunteer coordinator - all the docents are now volunteers. Another change, suggested by the state, is that they change from having museum members to friends of the museum which is a more workable terminology. In addition, they have prorated all current memberships so that dues will all be paid in January; it is better for budgeting and members seem to like it better as well.

Mr. McDermid said there is a lot of potential to make the Museum a premium tourist attraction and educational center for the settling of Oregon. He added that it is also a great place to tell some of the agricultural stories of the area. Every room has a story to tell starting with the story of the women who saved the building. There is also the story of The Dalles as a river city which it is becoming again with 100 boats stopping here each year. There is also an 1890s parlor.

Mr. McDermid stated that there are storage items they have yet to uncover. Right now the focus is on 25 years of deferred maintenance; there must be a plan for that. There is a need to apply preservatives, roofing needs to be replaced, siding is coming off, and flooring needs to be repaired. He said these items cannot be swept under the carpet – we need to get organized and get them done.

Mr. McDermid went on to say that the Museum Commission and Foundation have a vision for the future – an exhibit building, the showcasing of horse-drawn vehicles, and restoring the gardener's cottage. He said that he also wants to get the word out about the Museum. He said that he would be happy to make special arrangements for people to see it.

Commissioner Kramer asked if the Museum is in need of more volunteers. Mr. McDermid replied that it is an ongoing challenge. He said that he can use volunteers

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for even just 3-4 hours at a time.

Chair Runyon observed that the museum is a joint facility with the County and City of The Dalles appointing members to the Board. He asked if the Museum has a full board. Mr. McDermid replied that they currently have one City vacancy.

Chair Runyon noted that the difference from where the museum was and where it is is immeasurable; he commended Mr. McDermid on the work that has been done. He encourages everyone to go visit.

Keith Mobley said that the editor of the Sherman County Journal came to a Rotary meeting in 1973 and said that there is no county in Oregon with more history than Wasco County and no county that has done less to preserve their history. He said that Mr. McDermid has done a great job.

Agenda Item – Economic Development Commission Quarterly Report

MCEDD Project Manager Carrie Pipinich reviewed the staff report included in the Board packet. She stated that Wamic water and sanitary project was funded through a revolving loan program. The EDC is working with them to get contracts settled; they will soon be hiring an engineer.

In the City of Dufur a water assessment was completed. The EDC has met with Dufur staff both current and former to get history and needs as a base of information to support funding requests. The goal is to make sure the system has capacity for the future.

Ms. Pipinich said that the EDC along with QLife and the South Wasco Alliance is supporting a project for broadband in Maupin; they are looking at funding opportunities. The community has expressed their support for the project.

Ms. Pipinich reported the EDC is working with Commissioner Hege for opportunities for the NORCOR property that would support their sustainability.

Ms. Pipinich said that they are working with Maupin and Dufur for business guides to help businesses site in their communities. Commissioner Hege asked how a business would get those; he could not quickly find them on the MCEDD website.

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Ms. Pipinich said that it is on the site and also at the Chambers of Commerce and city offices. She said that she would follow up to ensure everyone has the latest editions.

Ms. Pipinich went on to say that they have received two grants for regional marketing for the local wine industry and will be working with them on that process.

MCEDD Executive Director Amanda Hoey said that there has been a shift over the past year to focus on individual projects. It has been exciting to see those projects move forward.

Chair Runyon asked about the progress of project in Mosier. Ms. Pipinich replied that the work there is being done in conjunction with individual EDC Commissioners; they have had the capacity to move those projects forward. They have worked with Mosier to apply for funding to replace the back-up well. Mosier has done a lot of incredible work this year.

Commissioner Hege asked if the wine industry includes beer and cider. He asked how big that industry is and how many businesses/employees there are. Ms. Pipinich said that Sunshine Mill is one of the biggest wineries in Oregon; new breweries are popping up. She said that she has been doing some work with the cider industry but not a lot of that has been in Wasco County. She said she would look into getting some of those numbers.

Chair Runyon said that the change in the format of work for the EDC was done at the suggestion of the Wasco County Board of Commissioners. He asked how that is working. Ms. Hoey responded that it makes better use of staff time and moves projects forward. Chair Runyon asked if the MCEDD and EDC boards are full. Ms. Hoey replied that they are.

Commissioner Hege asked if there are other changes Ms. Hoey thinks need to be made. She replied that she is happy with the direction in which they are going but will definitely be looking for other positive change opportunities.

Agenda Item – Juvenile Community Work Service
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Youth Services Director Molly Rogers reminded the Board that Jack Bisset had been the Work Service Supervisor from 2003-2014. When Mr. Bisset retired, the County

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entered into a contract with TOOLS for that service; it was a great model, but TOOLS closed and moved to Bend so it was no longer feasible to use them to run the program. She said that work service is a huge component of holding kids accountable and having them give back to the community.

Ms. Rogers stated that they had been able to extend the use of Forest Service funding for the program but those dollars were limited to work on Forest Service ground and have since been redirected. She said there was a funding contract with ODOT; the City of The Dalles has also been contributing since most of the work done in The Dalles is from kids residing in The Dalles.

Ms. Rogers went on to say that they have explored some other options. We cannot send the kids to work at non-profits as there is too much liability. She said that she and Mr. Stone have talked about a combined position for Facilities and Work Service but the skills did not match up; she will still be working with Facilities as they may take on supervision of a position for work service. She said that what is needed is someone to work from 1:00 p.m. to 7:00 p.m. from Thursday through Saturday. She said that TOOLS had provided a full crew 5 days a week; Mr. Bisset worked with Facilities when he didn't have a crew. She said she is not advocating for that as she does not have enough kids to warrant a full-time supervisor. She reported that since 2003 they have had 21,000 hours of service ordered by the Court and have completed 18,000; last year they did 1,700 hours. She said that she wanted to present today to keep the Board informed.

Chair Runyon asked if she will be looking at funding for this program. Ms. Rogers replied that she has a position line item but currently no authority to spend. Mr. Stone observed that this impacts our Facilities department as the work crew did a lot of work on County grounds. Ms. Rogers commended the Facilities Department saying that they continue to take 1-2 kids but cannot take on a crew.

Agenda Item – Proposed South Wasco County Parks and Recreation District
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Wampin Rock News Editor Merle Hlavka, County Clerk Lisa Gambee and retired attorney Keith Mobley, all south Wasco County residents, came forward to explain the request. Ms. Gambee asked Commissioner Kramer to provide some background.

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Commissioner Kramer thanked everyone for coming and said that this was discussed three years ago when he first took office but being a novice he was not able to move it forward at that time. Since then a group has been formed, surveys completed and there are proposals for moving forward.

Mr. Mobley stated that there has been a lot of good work with a good group of people; this started off small and broadened into a larger discussion.

Mr. Hlavka said that about five years ago the County took appropriate action to close the north boat ramp at a Pine Hollow. There were a couple of meetings of an ad hoc group for boat ramp improvement; the south ramp is deteriorating with over use and lack of maintenance. The group did not know which direction to go. He reported that Ms. Gambee, Mr. Stone, Commissioner Kramer and Planning Director Angie Brewer began meeting with them and provided that direction; since August the group has worked hard to resolve the tough issues they are facing. Through those meetings it became clear that this is not a Pine Hollow issue, it is a South Wasco County issue. To get funding, there will need to be a recognizable entity – a District. He said that they would like the Board to give favorable consideration to establishing a non-taxing Parks and Recreation District that would extend south from the top of Tygh Ridge. He pointed out that the Oregon Kitchen Table survey with 359 responses revealed remarkable support for the non-taxing district and there is grass-roots interest in participating on a board to guide the District.

Chair Runyon noted that Dufur has a Parks and Rec District. Mr. Hlavka acknowledged that fact saying that there is no interest in overlapping a current District. He pointed out that Maupin has a city park, adding that they may not be part of the District at inception but may want to be involved once a District is in place. Ms. Gambee said that they would have conversations with the municipalities to see if they want to participate.

Chair Runyon asked what avenues would be open to a non-taxing district. Mr. Hlavka replied that they could apply for grants as a source of funding; the Marine Board has indicated that funding could be available. He said that the survey indicated support for hiking, fishing, boating and swimming along the Deschutes. Ms. Gambee added that funding could also be available for improvements to Hunt Park.

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Commissioner Hege asked if this is a formal request or the start of a process. Mr. Mobley replied that if the Board supports the idea, the group will move forward on the formal process. Ms. Gambee stated that Mr. Mobley has been through the process of district formation and is willing to help. She said that the formation of a district can be done by petition of the people or direction of the Board of Commissioners. She said that the process would begin with a Board resolution followed by two public hearings with specific noticing requirements. If at the second hearing there are no significant issues, the Board can approve an order for the formation of the district. She said that the challenge is that the board for the district must be elected; if the Board initiates at their next regular session, they would complete the process one day too late for elections to occur in the spring primary; there would either have to be a costly special election in September or it would have to go on the November ballot. That delay may cause the proposed District to miss grant cycles for funding opportunities. She said she is looking into what statute says about the possible appointment of an interim board. She noted that the most urgent issue is the boat ramp maintenance; the best time to fix it is when water levels are at their lowest.

Commissioner Hege asked if any of the incorporated cities have been excluded from the proposed map. Mr. Mobley said they have been in communication with those cities to see if they want to be included. Ms. Gambee added that those cities would have to pass an order to be included. Commissioner Hege said that it would be unfortunate for them not to be included. Ms. Gambee responded that there cannot be overlapping authority. Commissioner Hege stated that he believes that the City of The Dalles has parks that they run that are located within the boundaries of the Northern Wasco County Parks and Recreation District. He said that he thinks it is important that Maupin be part of the proposed District.

Chair Runyon said that he sees funding as the primary challenge. Commissioner Hege asked if the survey asked about the possibility of a taxing entity. Mr. Hlavka replied that the survey was based on a non-taxing district. The only related question was related to respondents' willingness to donate; there were a lot who would.

Commissioner Kramer said that the response was 91% (249 of 289 respondents) in support of formation even if that meant the District would need to occasionally solicit voluntary contributions to match State and Federal grants.

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Mr. Hlavka continued by saying that once the District has established a track record of success and benefits to the public; they could reconsider funding. He said he would like to demonstrate an ability to succeed. Mr. Hlavka went on to say that in 1978 a taxing district was put on the ballot and lost by one vote. Ms. Gambee added that there were several discussions about a taxing district but with the non-taxing Fire District and the failure of a taxing Roads District, the group felt it was a non-starter. Mr. Mobley observed that even without a tax base, the Fire District has a fire house and equipment and is doing well.

Further discussion ensued regarding the challenges of funding.

Mary Venker, south Wasco County resident, said that people are concerned and see the need for the District.

William Brackman of Tygh Valley said that even if it all goes as planned, it will not be an overnight fix; the Marine Board has a biennial funding cycle – if we miss the deadline, we will have to wait two years.

Carol Arneo, south Wasco County resident, said that her husband is the Chair of the Fire District Board; people have been very generous with money and time. She said they may think the Parks and Rec District is even more important because it is fun – there is already a lot of support.

Bill Arneo stated that he has been involved for a long time and looked at a lot of scenarios to fund the repairs on the boat ramp. He said that the only viable way they have found is the formation of Parks and Recreation District. He said when discussing that option the group looked at what should be encompassed in that District; looking at the entire south part of the County, they saw a lot of projects that would benefit.

Mike Davis of Tygh Valley stated that he is a member of the South Wasco Alliance and the Planning Commission. He stated that this group is composed of very talented people who have demonstrated substantial involvement and commitment. He said we need to move forward so as not to lose that passion and commitment. He said he has never seen so much support from the citizens – the conversation in the communities is not whether we should or should not have the District; it is what we

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should be doing with it and how we should do it. He said he said he enthusiastically supports the formation of a District.

One citizen commented that if we are successful, it will be an economic engine for the southern part of the County. He said that we don't currently serve the recreational tourists well; this will be good for all of us.

Mr. Hvalka said he will keep this alive in the Wampin Rock News and would like to have something come out of this to report to keep it going. He reiterated that he cannot say enough about the assistance the group has received from Mr. Stone, Commissioner Kramer, County Clerk Gambee and Planning Director Brewer. Mr. Mobley echoed those sentiments. Mr. Hvalka added that Mr. Mobley has also been instrumental in the work.

Mr. Stone responded that it has been a pleasure working with everyone in the room through this process; despite the history and controversy, they have been willing to put the past in the past and look to the future. They have donated dollars along with local agencies. He said he appreciates their enthusiasm and the laser focus on moving forward.

Commissioner Kramer noted that the Board is already meeting on the 11th for a public hearing. He asked if the work could be done quickly enough to bring it to the Board at that time. If not, he suggested that a Special Session could be called. He said he would like to see this move forward.

Further discussion ensued regarding the logistics of having a meeting prior to the January 20th regular session along with the possibility of appointing an interim board. The group concluded that work would need to be done following today's meeting to determine what is possible. Chair Runyon noted that whether or not they can get all the work done in time for a spring ballot, the Board can express their support of the district and initiate the formation; the details can be worked out by the larger group.

*****The Board was in consensus to move the process forward for the initiation of a South Wasco County Parks and Recreation District.*****

Agenda Item – State Marijuana Laws Continuing Discussion

Chair Runyon stated that this topic has been on the agenda since October to provide opportunities to receive updates and hear from the public.

Ms. Brewer reported that the Board had a hearing last week and has a second hearing scheduled for next week. She said that she has had a some people stop by - most have been complimentary of the process; a few have expressed concern about conflicts but most have been able to modify their plans to be able to meet the proposed regulations. She said that it has been a good process.

Commissioner Hege said that most of the feedback he has gotten in in regard to home-based business as well as some regarding Farm Forest zones. He said that he has talked with the Planning Commission Chair and will take some time to meet with Ms. Brewer. There may be some challenges and he may have some recommendations to discuss. Chair Runyon stated that he would like to be able to see those ahead of time.

Ms. Brewer said that no matter what the final revisions are, there will be litigation risks going forward. She said that they are taking a cautious approach and working with other counties around the state.

Chair Runyon said that he has more questions as well but will meet with the Planning Department to discussion them. He said that the time, manner and place regulations seems to be the best way to respond to the changes in State law.

Chair Runyon adjourned the session at 11:39 a.m.

Summary of Actions

Motions Passed

- **To nominate Commissioner Runyon for Board Chair.**
- **To close nominations for Board Chair.**
- **To elect Commissioner Runyon Board Chair.**
- **To approve the Wasco County Strategic Planning Facilitator Contract.**

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- To approve Resolution 16-002 in the matter of appropriating unanticipated resources in a supplemental budget.
- To approve State of Oregon Community Development Block Grant Program Grant Contract #C15007.
- To approve Resolution #16-003 approving a personal services contract exemption under the Wasco County Local Contract Review Board Public Contracting Regulations.
- To approve Resolution #16-001 designating signing authority for Community Block Grant (Contract C15007) Mid-Columbia Center for Living capital project to Wasco County Administrative Officer and Wasco County Finance Director.
- To approve the Consent Agenda – 12.16.2016 Regular Session Minutes.

Consensus

- To move the process forward for the initiation of a South Wasco County Parks and Recreation District.

WASCO COUNTY BOARD
OF COMMISSIONERS

Scott Hege, Commission Chair

Rod Runyon, County Commissioner

Steve Kramer, County Commissioner

Agenda Item
East Cascade Workforce

- [Partnership Presentation](#)



Columbia Gorge Partnership Meeting

Columbia Gorge Community College – The Dalles,
Fort Dalles Readiness Center
December 18, 2015



Columbia Gorge Partnership Meeting

Dallas Fridley, Regional Economist

Gilliam, Hood River, Sherman, Wasco & Wheeler (EC)

Morrow & Umatilla (EO)

Clackamas Workforce Partnership (CWP)

Unemployment is Way Down Over the Year and the Labor Force has Fallen Slightly

OR-WA Columbia Gorge Labor Force and Industry Employment: Gilliam, Hood River; Klickitat; Sherman; Skamania; Wasco; & Wheeler

Labor Force Status	2015	2015	2014	OTM	OTY	% OTM	% OTY
	Oct.	Sept.	Oct.				
Civilian Labor Force	44,089	45,490	44,517	-1,401	-428	-3.1%	-1.0%
Unemployment	2,183	2,217	2,733	-34	-550	-1.5%	-20.1%
Percent of Labor Force	5.0	4.9	6.1	0.1	-1.1		
Total Employment	41,906	43,273	41,784	-1,367	122	-3.2%	0.3%
Nonfarm Payroll Employment							
Total nonfarm	31,000	31,525	30,445	-525	555	-1.7%	1.8%
Total private	24,315	24,835	23,775	-520	540	-2.1%	2.3%
Natural resources, mining, and construction 1	1,380	1,400	1,410	-20	-30	-1.4%	-2.1%
Manufacturing 1	3,310	3,340	3,150	-30	160	-0.9%	5.1%
Trade, transportation, and utilities	5,580	5,650	5,585	-70	-5	-1.2%	-0.1%
Professional and business services 2	2,625	2,620	2,555	5	70	0.2%	2.7%
Educational and health services 2	4,155	4,185	4,035	-30	120	-0.7%	3.0%
Leisure and hospitality	4,520	4,895	4,285	-375	235	-7.7%	5.5%
Other services 3	690	700	680	-10	10	-1.4%	1.5%
Government	6,685	6,690	6,670	-5	15	-0.1%	0.2%
Federal government	760	765	775	-5	-15	-0.7%	-1.9%
State government	775	835	775	-60	0	-7.2%	0.0%
Local government	5,150	5,090	5,120	60	30	1.2%	0.6%

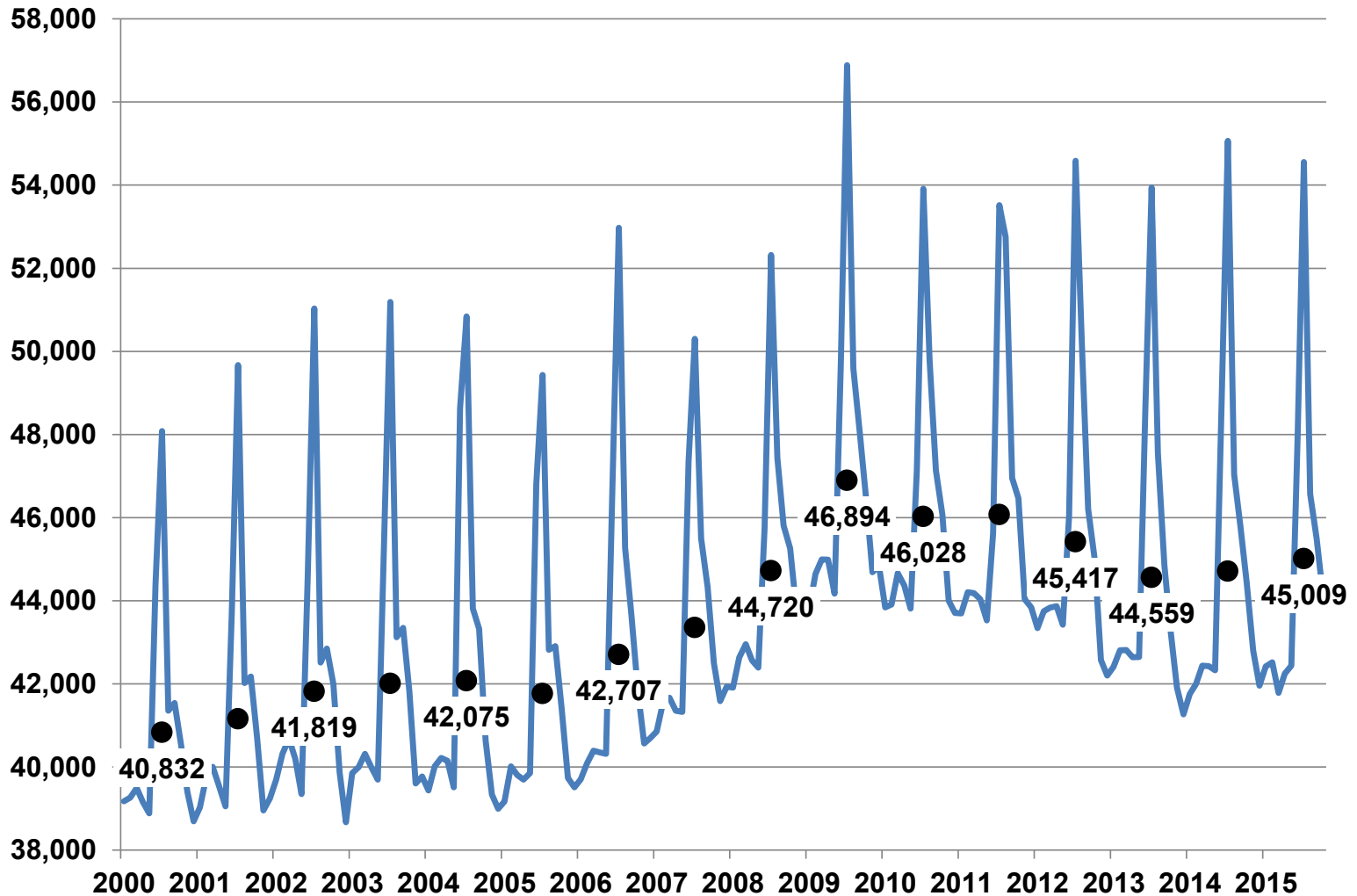
1. excludes Gilliam, Sherman & Wheeler counties

2. excludes Sherman, Skamania and Wheeler counties

3. excludes Gilliam, Sherman, Skamania, Klickitat & Wheeler counties

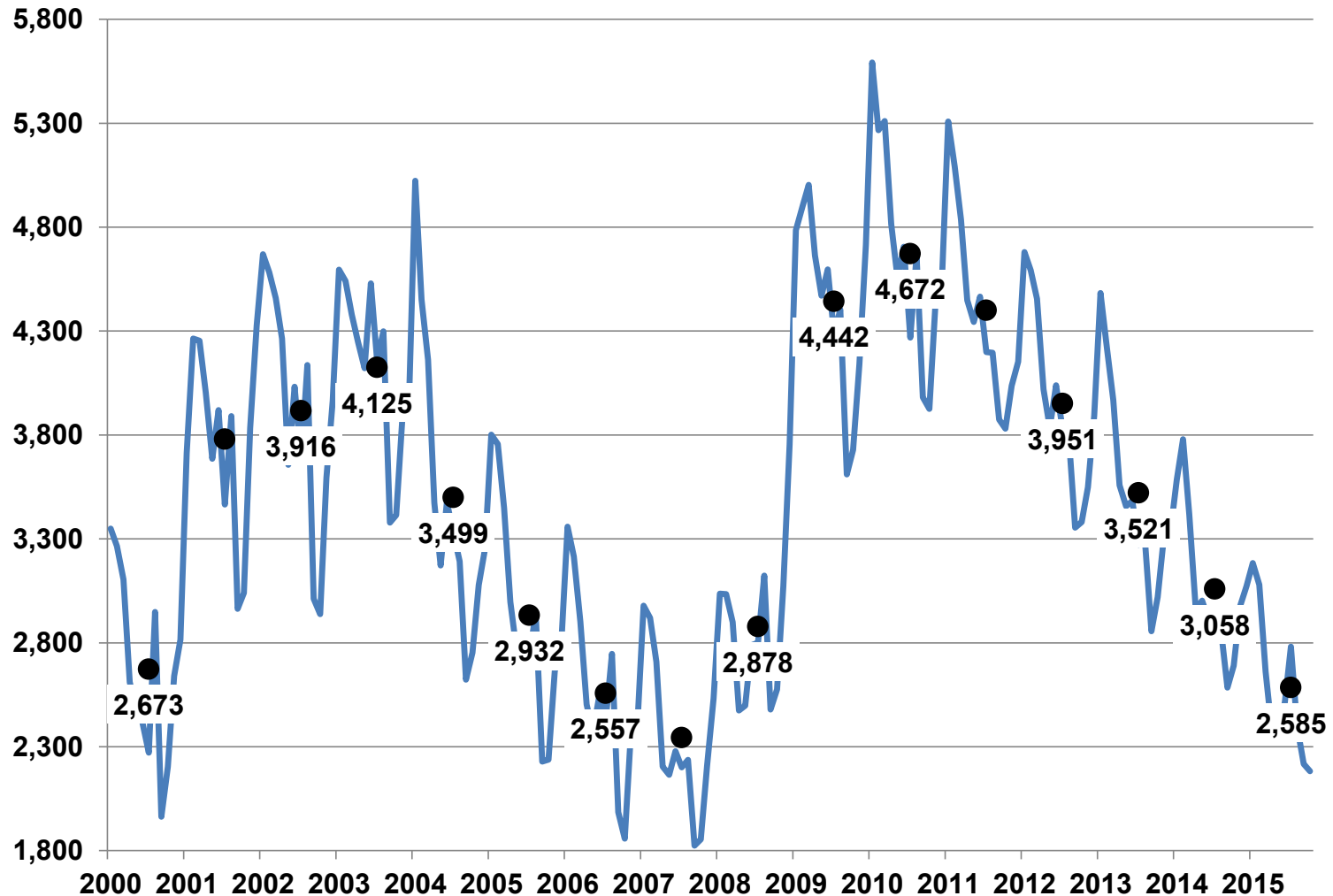
Agriculture And its Related Industry Produce Huge Seasonal Employment Needs

Columbia Gorge Labor Force: 1990 - 2015

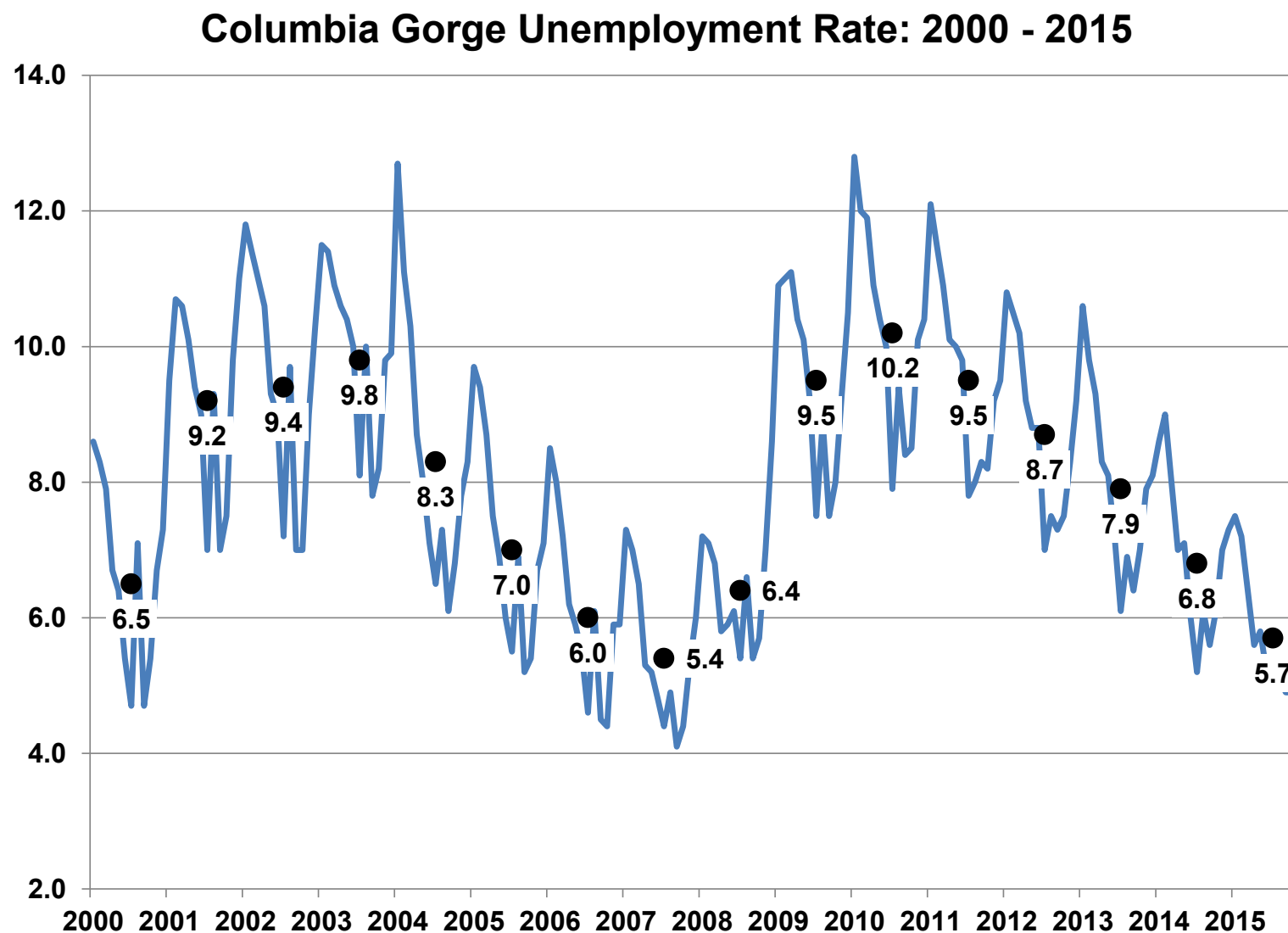


Unemployment is now at Pre-Recession Levels

Columbia Gorge Total Unemployment: 2000 - 2015

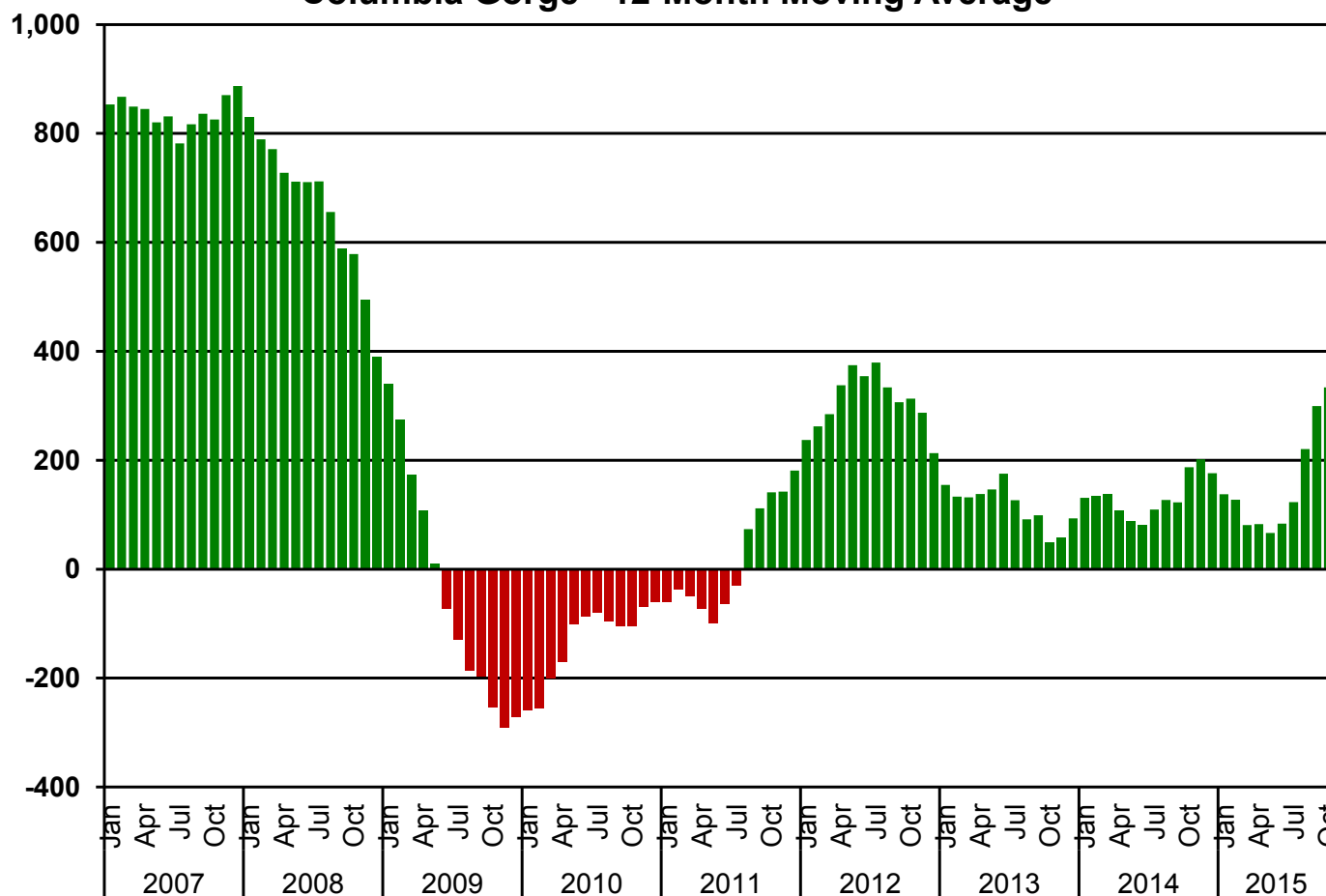


Unemployment Rates Continued to Show Improvement in 2015



The Columbia Gorge was the last in and first out of the recession...

**2007 - 2015 Year-Over-Year Non Farm Job Growth/Decline:
Columbia Gorge - 12-Month Moving Average**



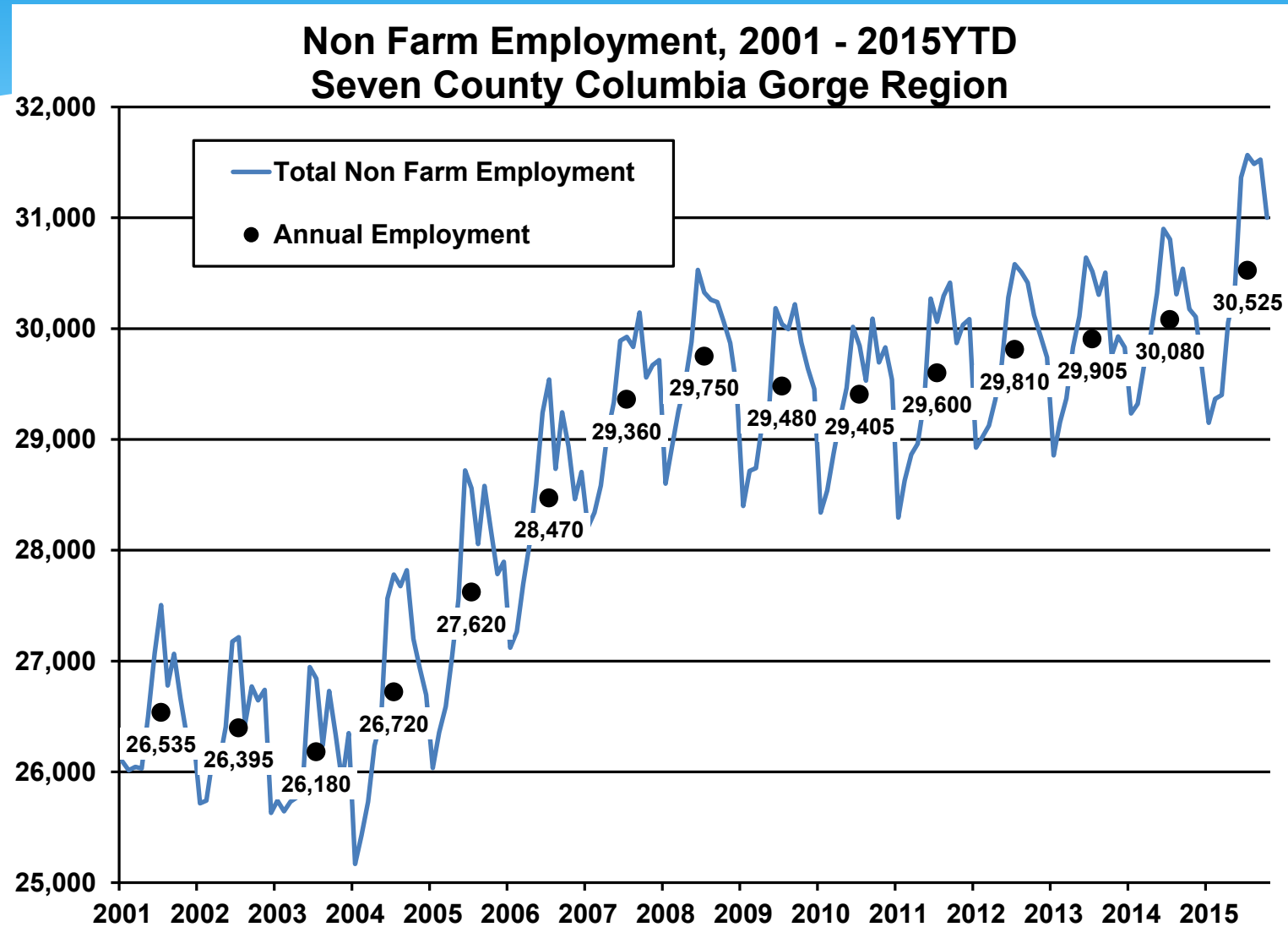
About 300
annualized jobs
lost during the
Great Recession;
-1.0%.

About 940 added
back; +3.2%.

Current rate of
growth (Oct 2015
over Oct 2014):
330 jobs or 1.1%
annually

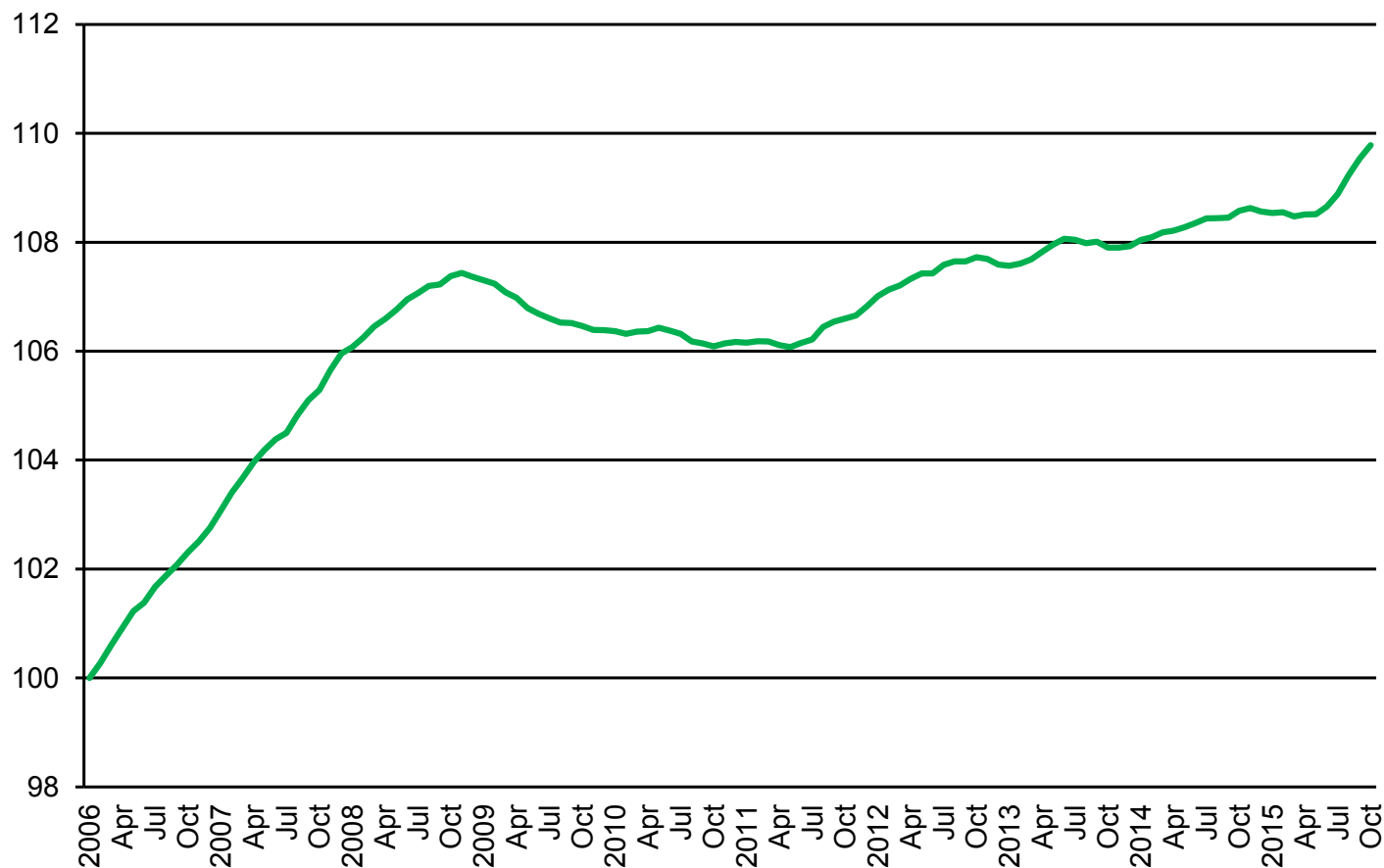
Nonfarm Employment Returned to its Pre-Recession Level in 2013

Oregon Passed its Pre-Recession Peak in November 2014



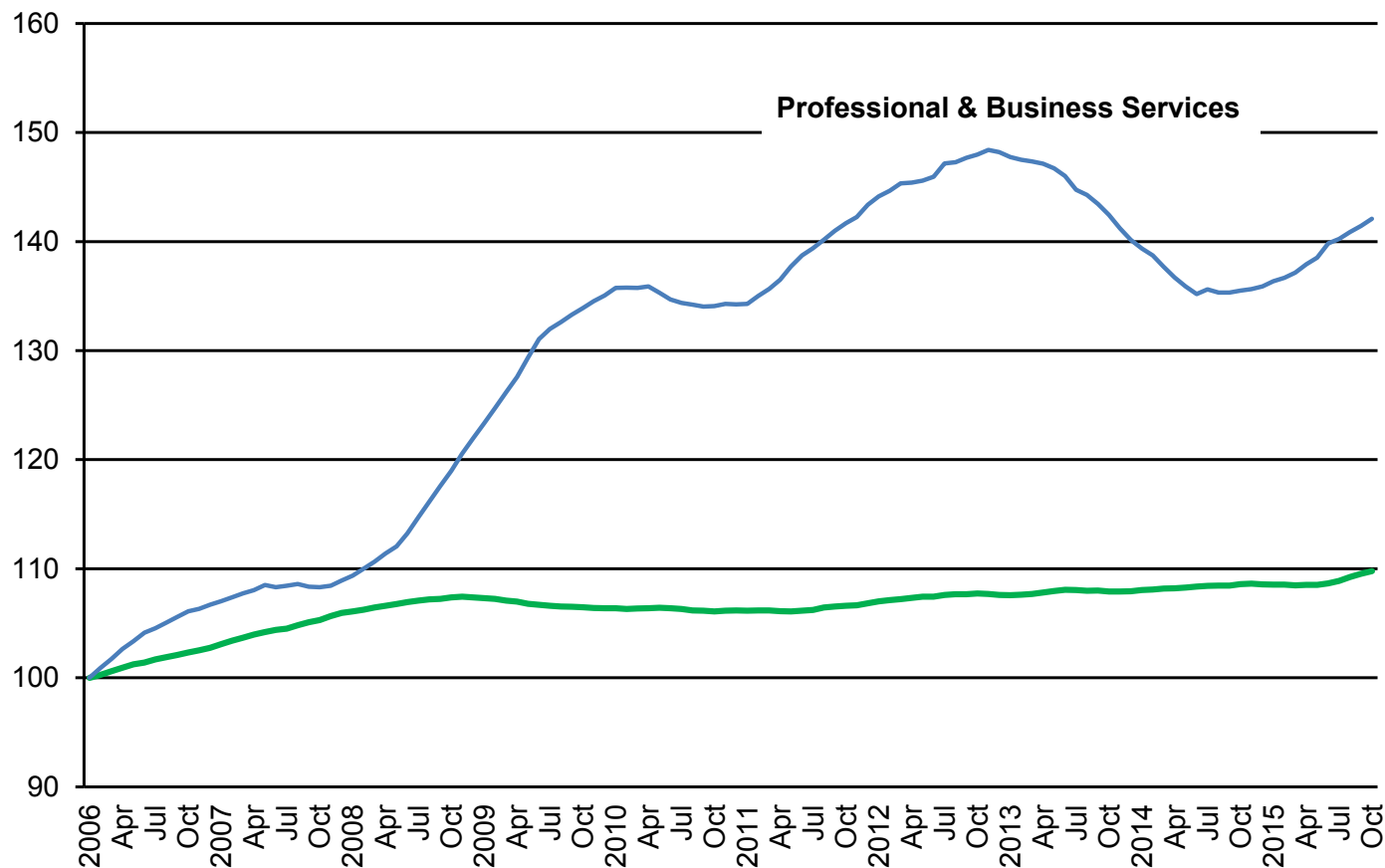
Total Non Farm Employment Rose by nearly 10 Percent Since 2006

**Columbia Gorge Total Non Farm Employment:
Indexed to 2006**



Professional and Business Services Led the Region, Rising by 42 Percent Since 2006

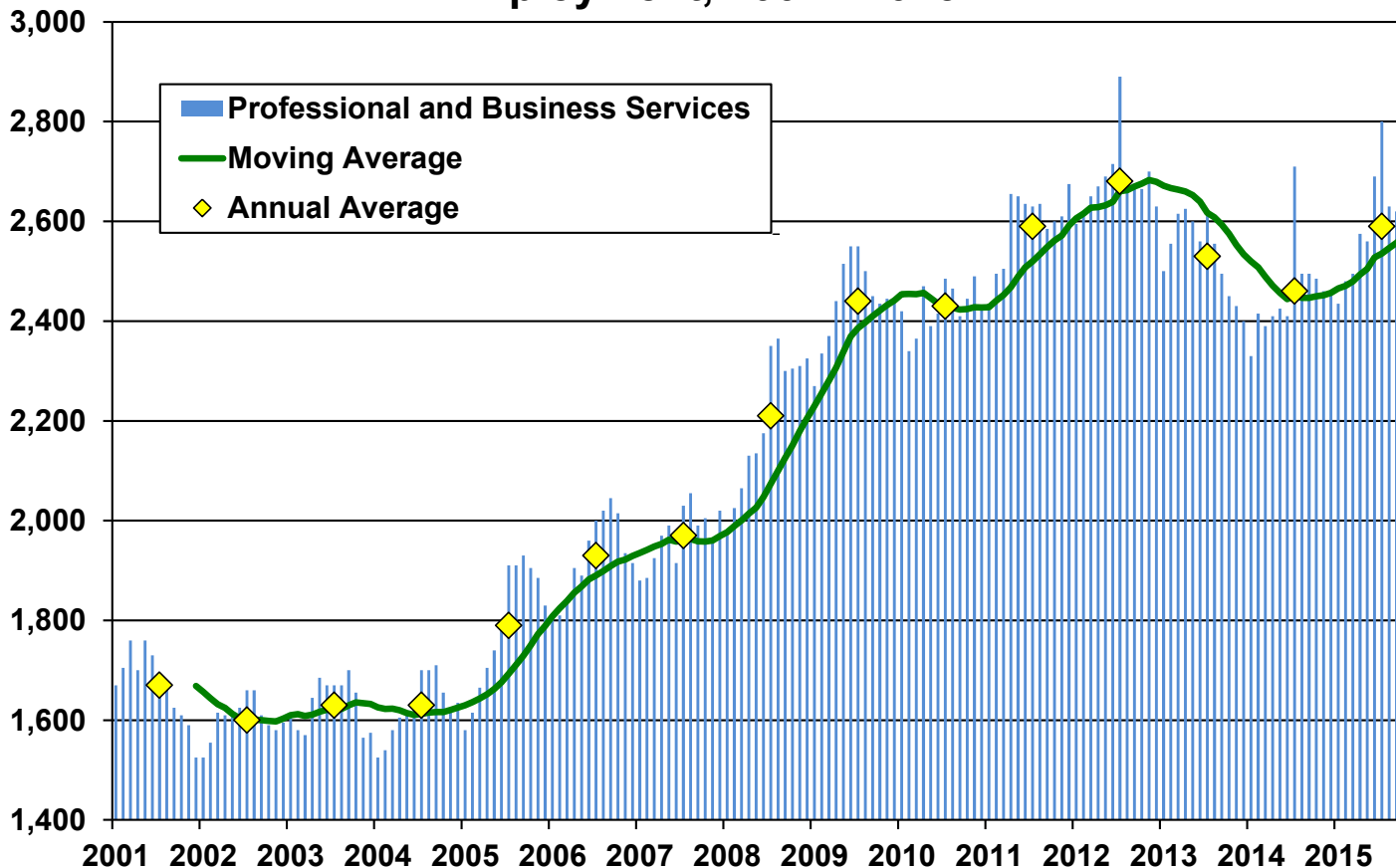
**Columbia Gorge High Growth Industries:
Indexed to 2006**



Professional and Business Services Averaged About 2,600 Jobs in 2015

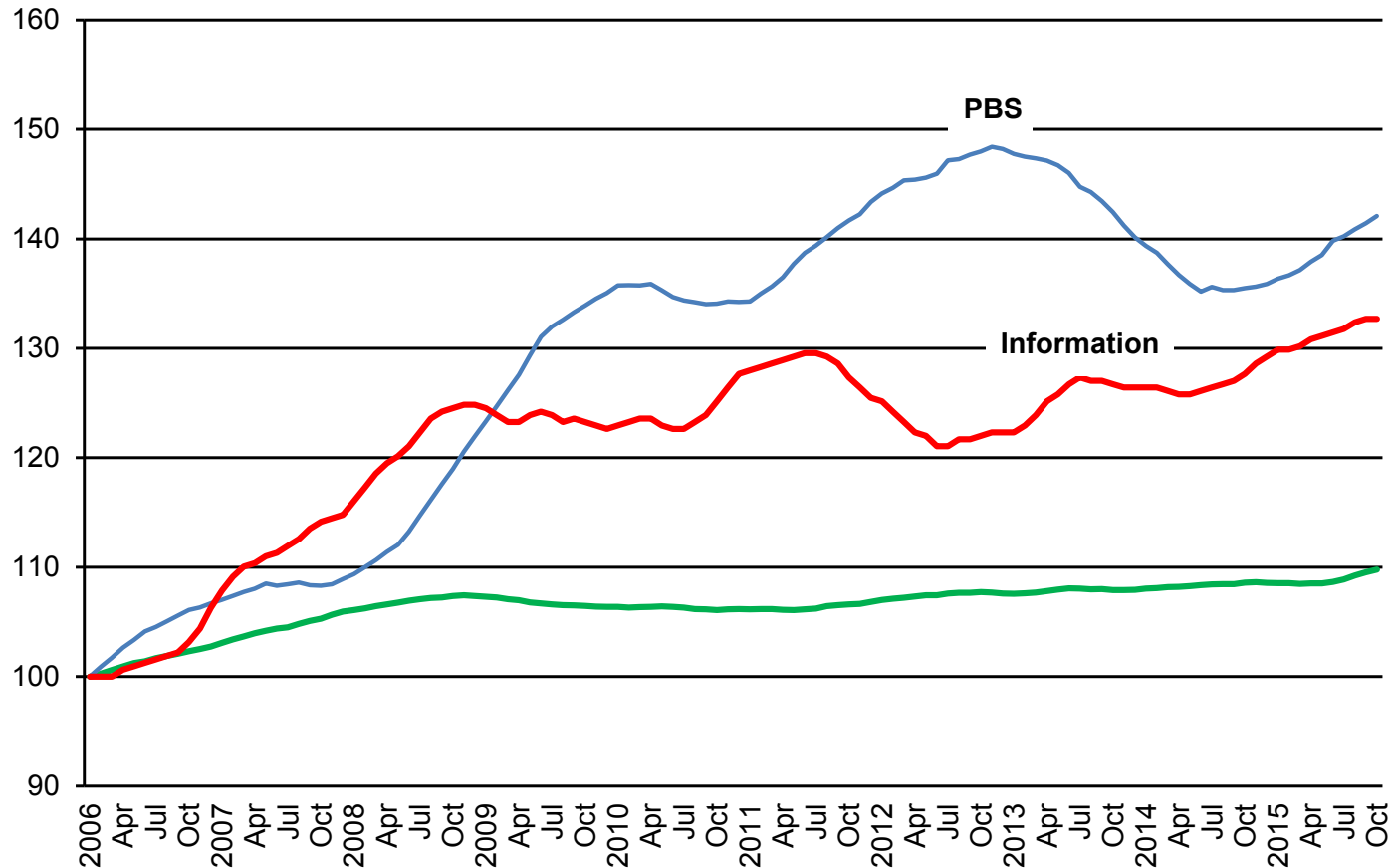
Klickitat = 38% & Hood River = 37%

**Columbia Gorge Professional and Business Services
Employment, 2001 - 2015**



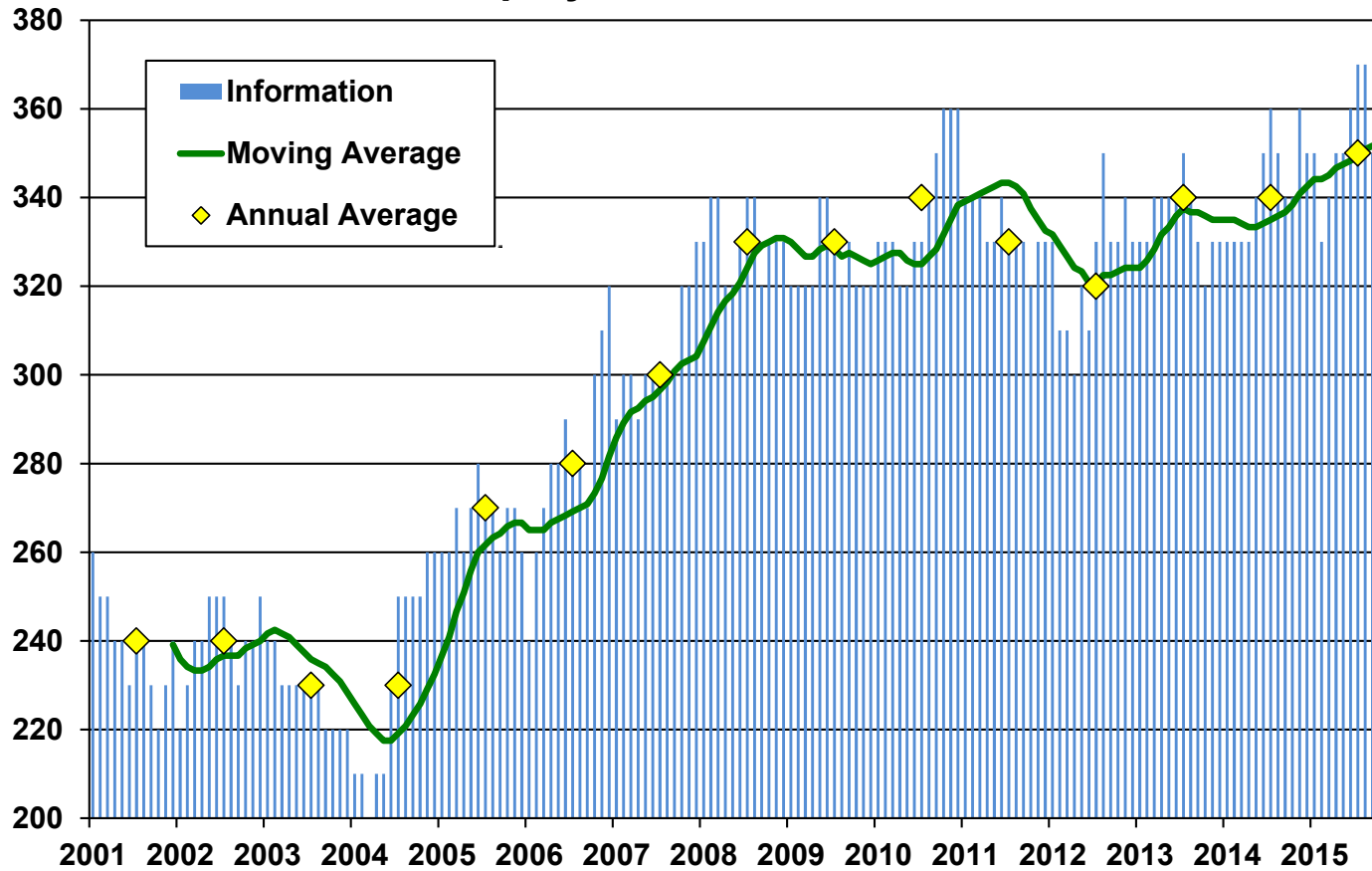
Information is Home to Google, the Industry Rose by 33 Percent Since 2006...

**Columbia Gorge High Growth Industries:
Indexed to 2006**



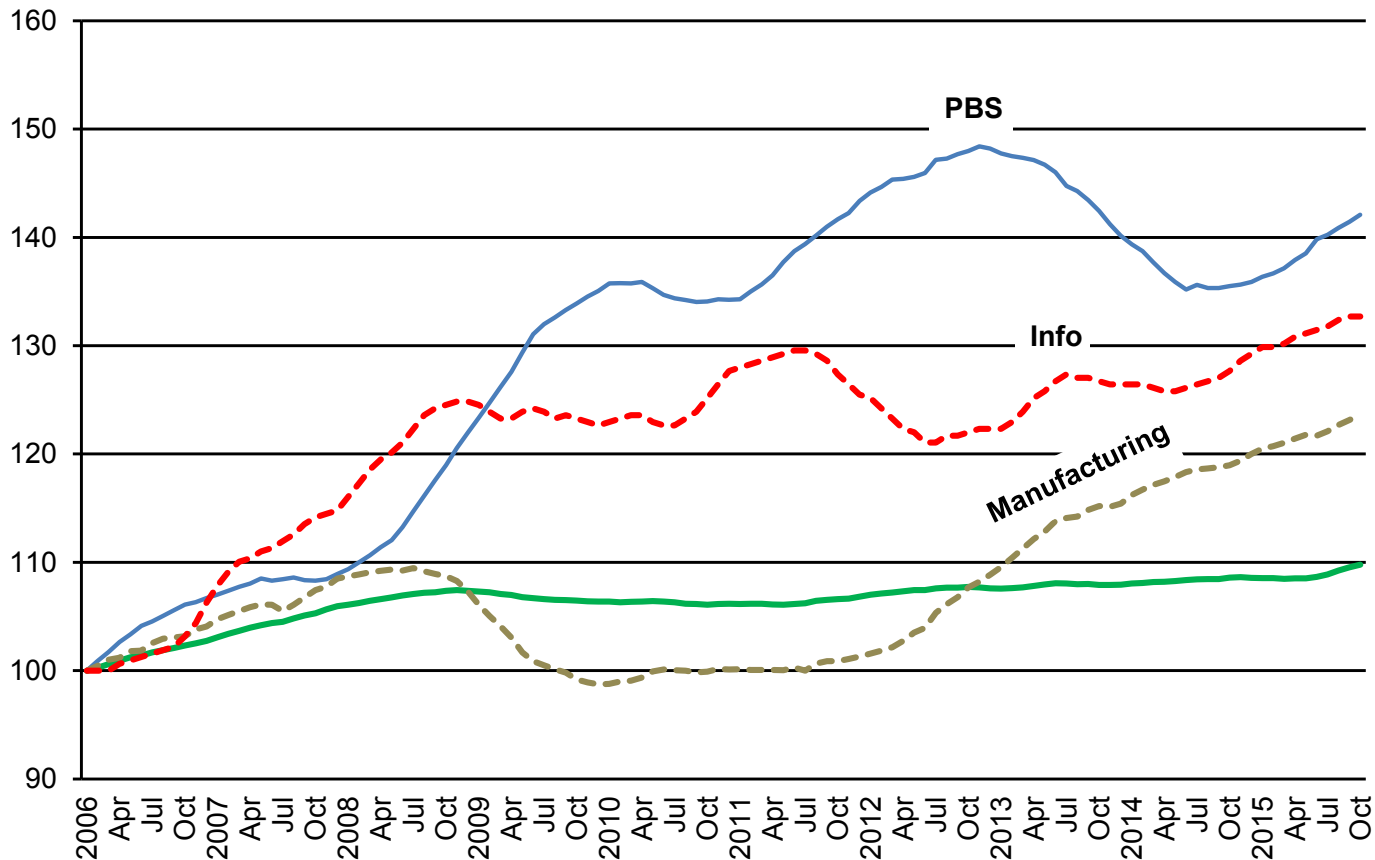
Information Averaged Around 350 Jobs in 2015; Wasco County = 63% ; Hood River County = 37%

**Columbia Gorge Information
Employment, 2001 - 2015**



Manufacturing Rose by 24 Percent Since 2006

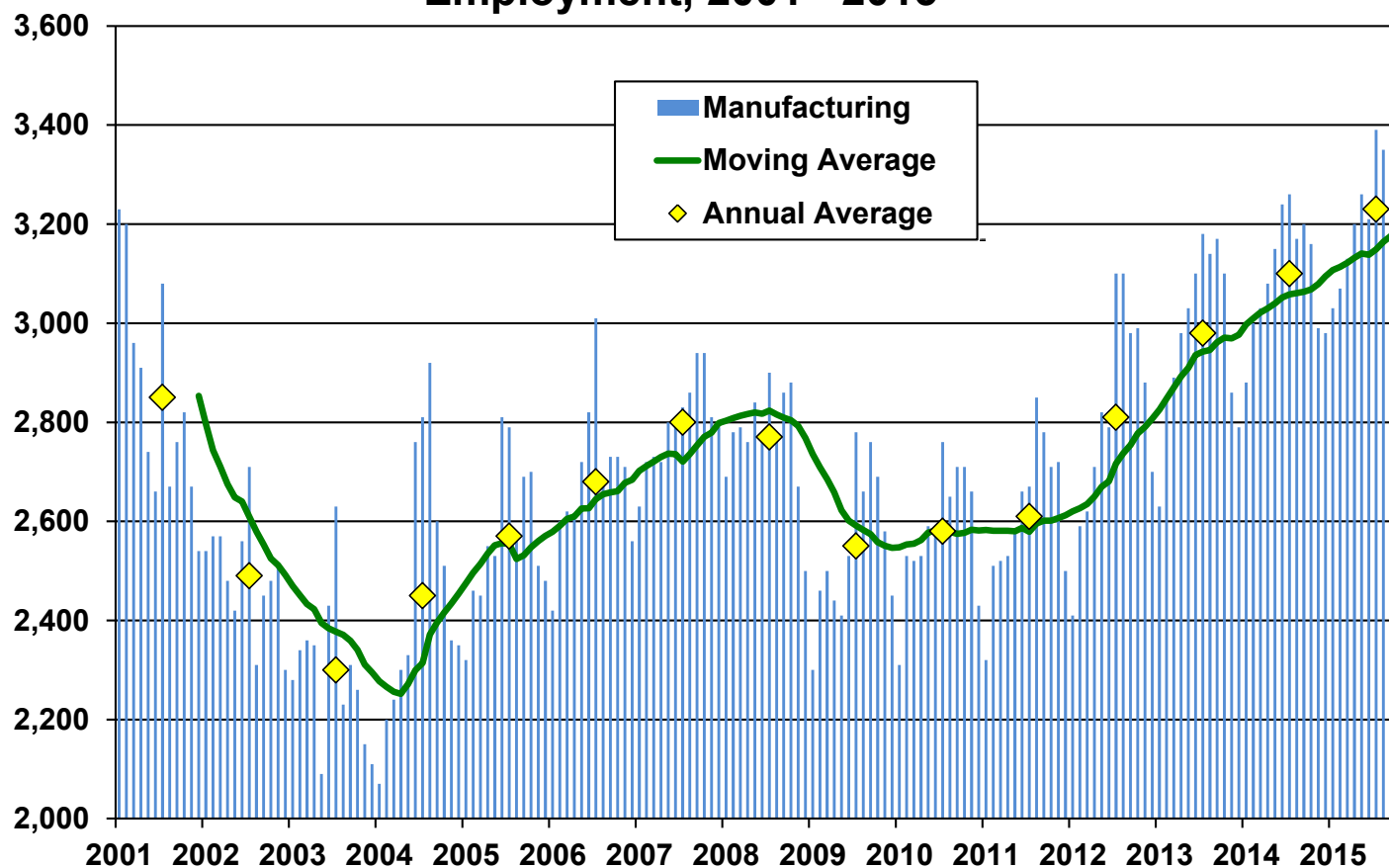
Columbia Gorge Columbia Gorge High Growth Industries: Indexed to 2006



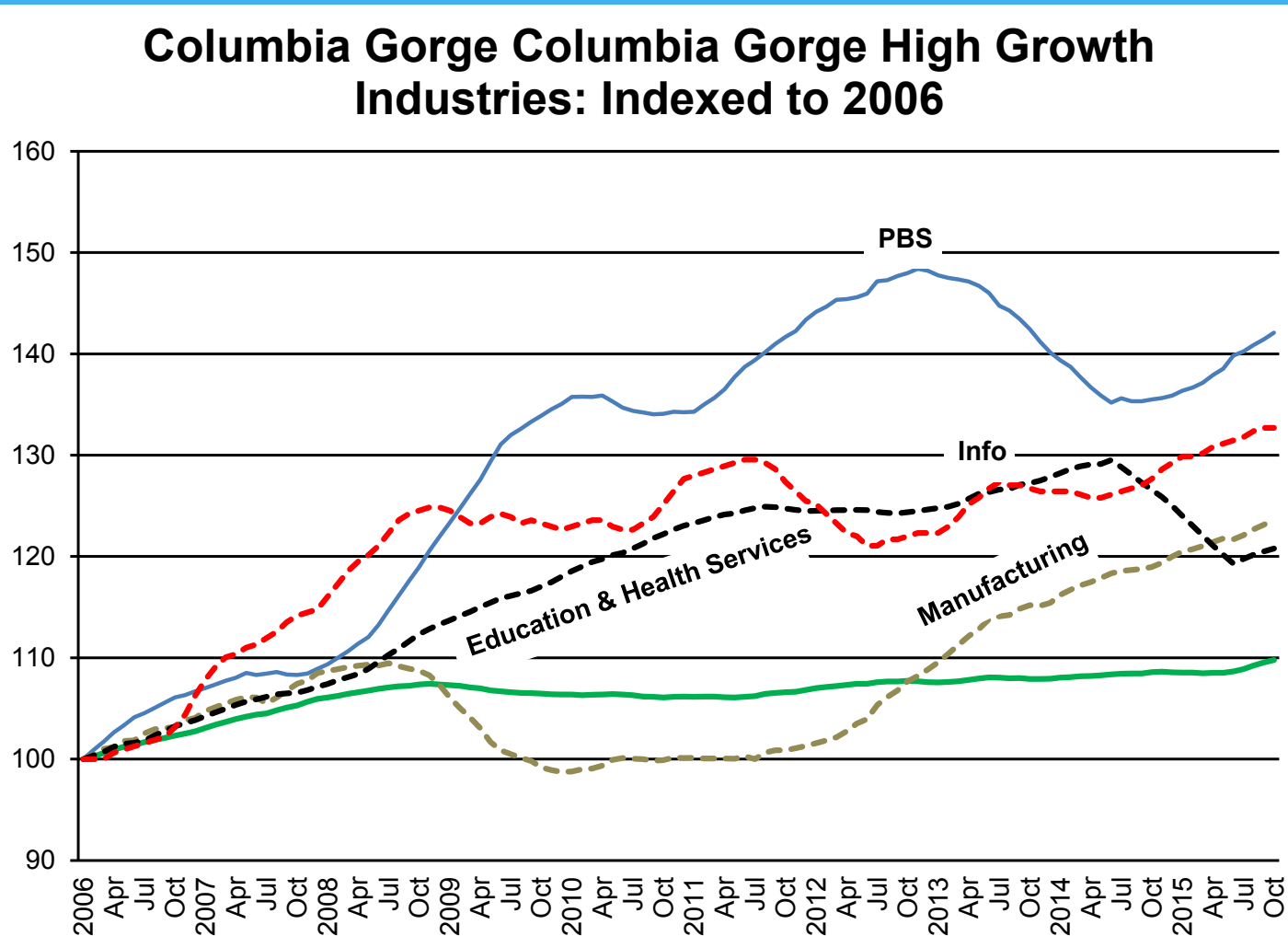
Manufacturing Averaged 3,230 Jobs in 2015

Hood River County = 51% ; Wasco County = 22% Klickitat = 18%

**Columbia Gorge Manufacturing Industry
Employment, 2001 - 2015**



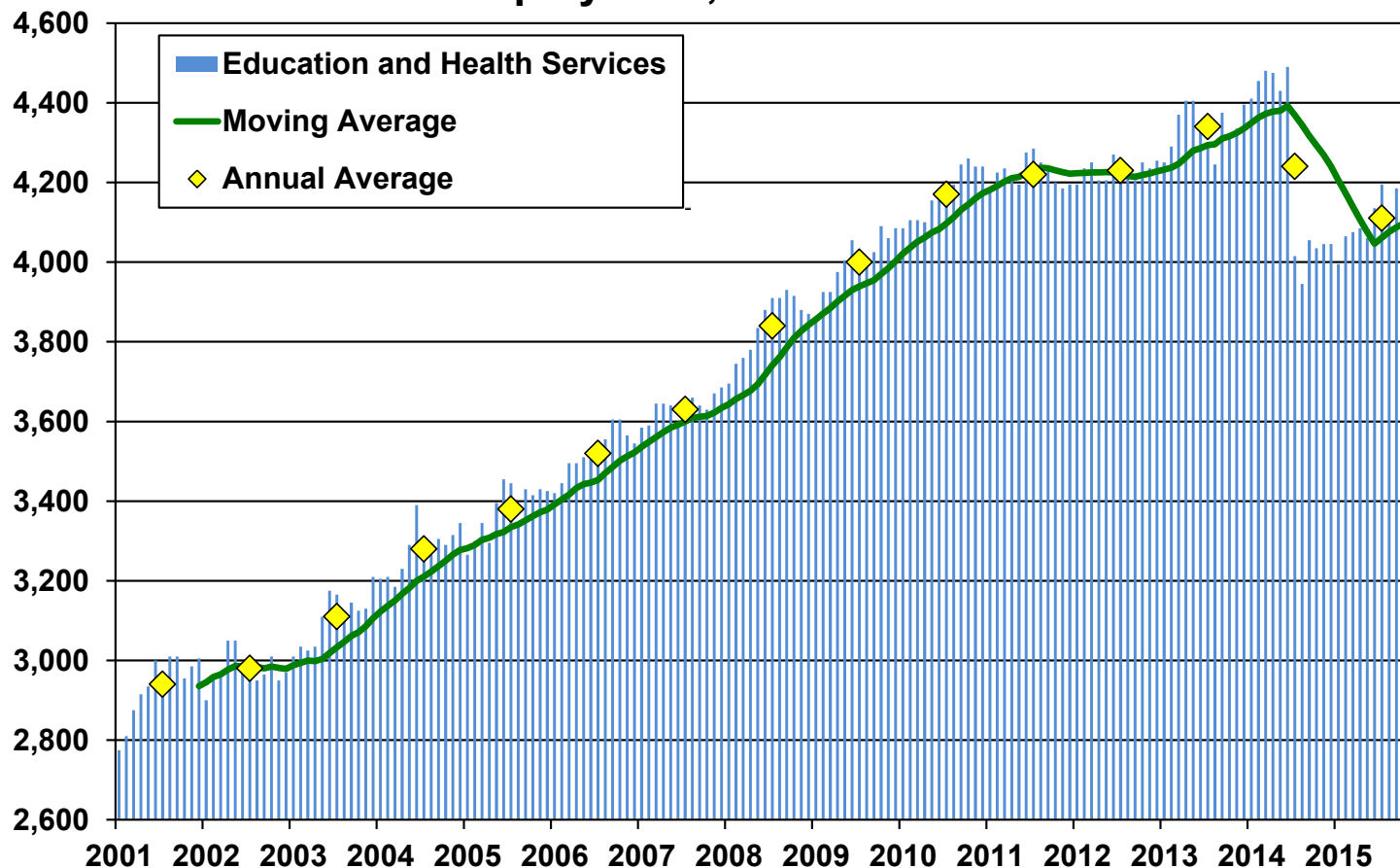
Education and Health Services Rose by 10 percent Since 2006



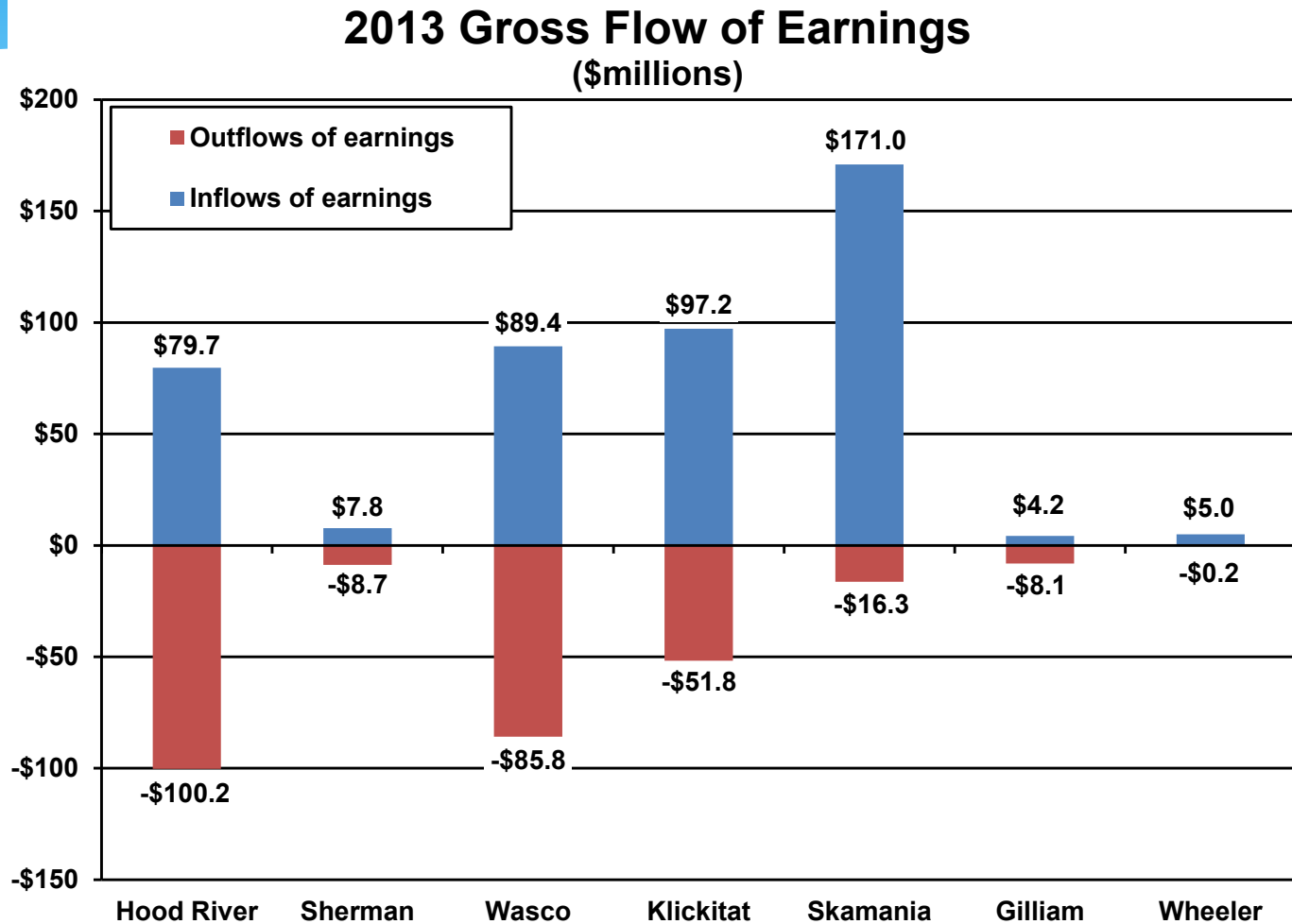
Education and Health Services Averaged 4,110 Jobs in 2015

Wasco = 53%; Hood River = 36%; Klickitat = 10%

**Columbia Gorge Education & Health Services
Employment, 2001 - 2015**



BEA Earnings by Place of Work – Adjusted for Place of Residence



On The Map: Commuting in the Columbia Gorge: 2013

Inflow/Outflow Report

(Primary Jobs)

Selection Area Labor Market Size

Employed in the Selection Area

Living in the Selection Area

Net Job Inflow (+) or Outflow (-)

In-Area Labor Force Efficiency

Living in the Selection Area

Living and Employed in the Selection Area

Living in the Selection Area but Employed Outside

In-Area Employment Efficiency

Employed in the Selection Area

Employed and Living in the Selection Area

Employed in the Selection Area but Living Outside

Outflow Job Characteristics

External Jobs Filled by Residents

Workers Aged 29 or younger

Workers Aged 30 to 54

Workers Aged 55 or older

Hood River		Klickitat		Wasco		Skamania	
2013		2013		2013		2013	
Count	Share	Count	Share	Count	Share	Count	Share
9,985	100.0%	5,878	100.0%	8,729	100.0%	2,231	100.0%
9,921	99.4%	7,514	127.8%	10,620	121.7%	5,032	225.5%
64	-	-1,636	-	-1,891	-	-2,801	-
9,921	100.0%	7,514	100.0%	10,620	100.0%	5,032	100.0%
5,518	55.6%	2,906	38.7%	4,968	46.8%	979	19.5%
4,403	44.4%	4,608	61.3%	5,652	53.2%	4,053	80.5%
9,985	100.0%	5,878	100.0%	8,729	100.0%	2,231	100.0%
5,518	55.3%	2,906	49.4%	4,968	56.9%	979	43.9%
4,467	44.7%	2,972	50.6%	3,761	43.1%	1,252	56.1%
4,403	100.0%	4,608	100.0%	5,652	100.0%	4,053	100.0%
889	20.2%	851	18.5%	1,215	21.5%	732	18.1%
2,380	54.1%	2,532	54.9%	2,905	51.4%	2,225	54.9%
1,134	25.8%	1,225	26.6%	1,532	27.1%	1,096	27.0%

On the Map: Continued

Inflow/Outflow Report

(Primary Jobs)

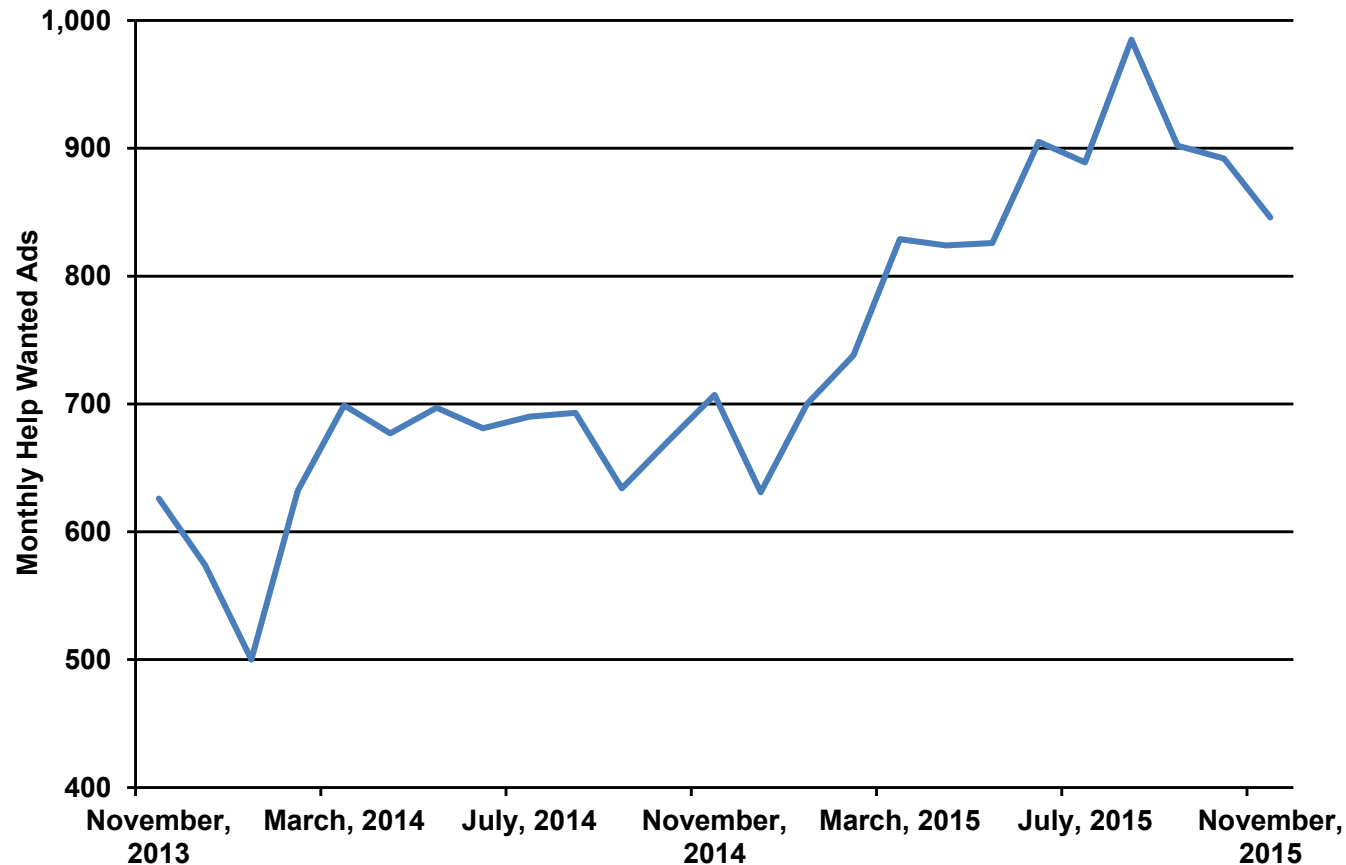
	Gilliam 2013		Sherman 2013		Wheeler 2013	
	Count	Share	Count	Share	Count	Share
Selection Area Labor Market Size						
Employed in the Selection Area	650	100.0%	547	100.0%	313	100.0%
Living in the Selection Area	1,271	195.5%	1,087	198.7%	547	174.8%
Net Job Inflow (+) or Outflow (-)	-621	-	-540	-	-234	-
In-Area Labor Force Efficiency						
Living in the Selection Area	1,271	100.0%	1,087	100.0%	547	100.0%
Living and Employed in the Selection Area	179	14.1%	170	15.6%	99	18.1%
Living in the Selection Area but Employed Outside	1,092	85.9%	917	84.4%	448	81.9%
In-Area Employment Efficiency						
Employed in the Selection Area	650	100.0%	547	100.0%	313	100.0%
Employed and Living in the Selection Area	179	27.5%	170	31.1%	99	31.6%
Employed in the Selection Area but Living Outside	471	72.5%	377	68.9%	214	68.4%
Outflow Job Characteristics						
External Jobs Filled by Residents	1,092	100.0%	917	100.0%	448	100.0%
Workers Aged 29 or younger	160	14.7%	171	18.6%	72	16.1%
Workers Aged 30 to 54	585	53.6%	484	52.8%	239	53.3%
Workers Aged 55 or older	347	31.8%	262	28.6%	137	30.6%

Demand for Labor is Rising According to HWOL

Help Wanted Online Ads, Past 120 Days for the

County	HWOL Ads
Hood River County	667
Wasco County	630
Klickitat County	295
Skamania County	110
Gilliam County	92
Sherman County	55
Wheeler County	21
Total	1870

Demand for Labor is Rising in the Columbia Gorge HWOL Last 120 Days



The Top 10 HWOL Occupations

Help Wanted Online Ads, The Conference Board
Past 120 Days for the Gorge counties
(Washington and Oregon)

Top Occupations	HWOL Ads
Heavy and Tractor-Trailer Truck Drivers	143
Registered Nurses	114
Maintenance and Repair Workers, General	38
Customer Service Representatives	35
Social and Human Service Assistants	34
Retail Salespersons	32
Medical Secretaries	27
First-Line Supervisors of Retail Sales Workers	27
Light Truck or Delivery Services Drivers	27
Computer User Support Specialists	26

The Top Employers

Help Wanted Online Ads, The Conference Board

Past 120 Days for the Gorge counties
(Washington and Oregon)

Top Employers

	HWOL Ads
Providence Health & Services	82
MCMC Ilc	82
Forest Service	55
North Wasco County School District	34
Insitu	34
Skamania Lodge	28
Republic Services, Inc.	26
Destination Hotels	26
Hood River County SD	23
Waste Management	22
State of Oregon	21
Werner Enterprises	20
Knight Transportation	19
Waste Connections	19
Wells Fargo	18
Army	17
Everest Consultants, Inc.	16
Supplemental Health Care	15

Resident Population in the Columbia Gorge Rose by 5.0 percent over 2010-2015 to total 88,255

Population Estimates

	2014 - 2015			2010 - 2015	
	2015	2014	Growth	2010	Growth
Gilliam	1,975	1,975	0.0	1,871	5.6
Hood River	24,245	23,730	2.2	22,346	8.5
Sherman	1,790	1,785	0.3	1,765	1.4
Wasco	26,370	26,105	1.0	25,213	4.6
Wheeler	1,445	1,440	0.3	1,441	0.3
Klickitat	21,000	20,850	0.7	20,318	3.4
Skamania	11,430	11,370	0.5	11,066	3.3
Columbia Gorge	88,255	87,255	1.1	84,020	5.0

Hood River County's population growth over 2010-2014 ranked as Oregon's Fastest, Gilliam County ranked 3rd and Wasco County ranked 8th

Annualized Growth Rate's Per 1,000 Residents, 2010-2014

	Births per 1,000	Deaths per 1,000	Natural Increase per 1,000	Net Migration per 1,000	Percent Growth Rank 2010-14
OREGON	12.3	8.8	3.3	5.0	
HOOD RIVER	12.8	8.0	4.8	9.8	1
WASHINGTON	13.5	5.8	7.8	6.0	2
GILLIAM	10.8	9.5	1.0	12.3	3
DESCHUTES	10.8	8.3	2.5	10.5	4
MULTNOMAH	13.3	7.5	5.5	4.3	5
CLACKAMAS	10.8	8.3	2.3	7.5	6
BENTON	8.8	6.5	2.3	6.8	7
WASCO	12.3	12.5	-0.3	8.8	8
MARION	14.3	8.5	6.0	2.5	9
YAMHILL	11.5	8.5	3.0	5.0	10

Dallas Fridley, Regional Economist
Oregon Employment Department
Dallas.W.Fridley@oregon.gov
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To find this presentation online, go to
www.QualityInfo.org
and use the search box to look up my name

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Agenda Item
Wasco County Website

- [Staff Memo](#)
- [Revise Proposal](#)

Website Redesign

Vendor Selection Team Recommendation

January 13, 2016

Executive Summary

The Website Redesign Vendor Selection Team recommends that Revize Software Systems be used as the vendor to assist in the redesign and hosting of Wasco County's website.

Goals

1. **Website redesign:** Select a vendor that has innovative web designs that can help bring a positive unique branding to the County while maintaining usability.
2. **Website CMS and Maintenance Partner:** Select a vendor that has a user friendly Content Management System(CMS) that allows for easy of maintenance and upkeep of site but allows flexibility and utility of content.

Selection Process

Following the Wasco County Local Contract Review Board Procurement guidelines I requested a quote from 3 new vendors and spoke with our current vendor who did not submit a quote. I received proposals and quotes from all 3 vendors. Then went through the following process:

1. Assembled the Website Redesign Vendor Selection Team: Kathy White, Jaime Solars Rathmell, Brenda Jenkins and I (Paul Ferguson), later adding Lisa Gambée
2. Reviewed each proposal and developed a Comparison Chart.

2

3. We had several demos from each vendor with the first in 5/12/2015 and the last being 12/30/ 2015. With each demo the comparison chart would get updated and more complete.
4. After the demos all of the vendors offered essentially the same set of features with small differences in each. The biggest differences were in the technology used to deliver the product and what we would walk away with if/when the partnership or relationship ended.
5. Through the demo and review process we narrowed the field and made our final selection based on who we felt best fulfilled our goals and cost of services for the project and ongoing annual cost for maintenance.

Summary Comparison

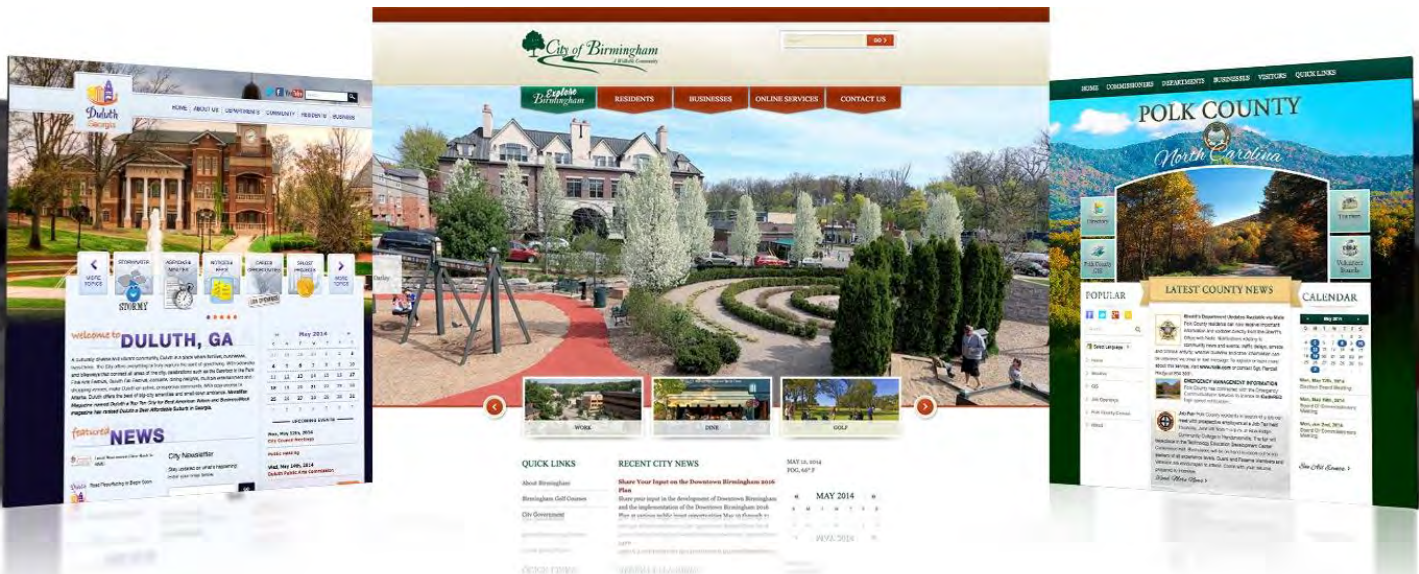
Vendor	Project Cost	Annual Cost	Total Year 1	Comment
aha! Consulting	\$12,000.00	\$3,600.00	\$15,360.00	
Revize	\$13,181.00	\$1,800.00	\$13,180.00	
Civic Plus	\$14,867.00	\$2,880.00	\$14,867.00	+5%(annually after year 3)
Current Website Hosting		\$1,720.00		approximate

Revize®

A Proposal for

The County of Wasco, Oregon

Completely new. Completely amazing.



Ryan A. Rossi

Revize Government Websites

1890 Crooks Rd, Troy, MI-48084

Ph: 248-269-9263 x15

Fax: 866-346-8880

www.revize.com

12-16-15

Pricing good for 60 days

Return to Agenda

Proposal for The County of Wasco, Oregon

Dear Paul Ferguson,

Thank you for considering Revize as your web development partner.

For nearly two decades, Revize has been a leader in providing high quality, government-compliant web solutions. Myriad industry awards and hundreds of satisfied clients stand as testament to the quality and value of our work.

Every member of the Revize team understands that your website is more than a website. It's a valuable resource that can help you build a better community.

Visitors are drawn to websites that are appealing yet functional, user friendly with a plethora of services, and accessible on a wide range of devices. A Revize website will allow your residents and businesses to easily fill out and submit documents, review and pay bills and taxes, perform searches to answer frequently asked questions and perform a suite of other tasks that would otherwise require staff assistance. What's more, a Revize website will enable you to increase staff productivity and decrease costs by reducing off-line departmental operations.

Our innovative solutions are custom-tailored to meet the needs of each individual client.

We will work closely with you to design and develop a dynamic, functional and easy to navigate website that will perfectly fit your community. Then we empower you to control your digital presence with the industry's best administrative management applications. Revize training ensures that your team has the skills needed to expertly update and manage website content and delivery.

Government clients select Revize because we can help them:

- Effectively engage residents.
- Enhance their web presence and build an online communications center.
- Empower non-technical web content editors and administrators to easily execute changes.
- Implement a scalable solution that allows them to affordably grow their web presence for the long term.

Revize Websites build engagement with your constituents.

We have worked hard to establish a reputation for creating online community websites that engage, inform, and increase participation of your community. With our help, your community's website can serve your residents better, inspire them more, and get them actively involved in your government.

Please contact me if you have any questions at all.

Sincerely,



Ryan A. Rossi
Senior Account Manager
616-204-8897
ryan.rossi@revize.com

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Proposal for The County of Wasco, Oregon

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Executive Summary

Thank you for considering Revize Software Systems for your new website project. We understand the importance of this undertaking and know how motivated your government/community is to selecting the right vendor; one who will work with you through all the steps required to build the perfect website featuring a plethora of high quality online services that your constituents will want to use regularly.

In more than two decades of working with government leaders, as well as through nationwide surveys, we have learned that the key to choosing a website vendor is finding the ***right balance between the total cost of the solution and the quality of the design, online apps and user functionality***. In simpler terms, you need a solution that works for you and serves your constituents.

About Us:

With more than 1200 municipal clients nationwide, Revize Software Systems is one of the industry's eminent providers. We credit our rapid growth to our 20-year track record of building award-winning government websites and content management systems. When you work with Revize, you're not just a client, you become part of the Revize family and will receive the service and support you need and expect! We are among the most highly respected government website experts in the United States and we proudly stand by our work.

Our Innovative Responsive Web Design (RWD) and Web Apps:

Revize has been a pioneer in implementing the latest trends in design by using Responsive Web Design (RWD). This technology ensures that site visitors have an optimal viewing experience — easy reading and navigation with a minimum of resizing, panning, and scrolling — across a wide range of devices, from desktop monitors to mobile phones. RWD provides flexible and fluid website layouts that adapt to almost any screen. When you implement a dynamic new website powered by Revize, you will not only get an outstanding look, layout and navigation, but you also receive 24/7 access to our Government Communication Center for residents, business and visitors. Here you will find the communication tools you need such as:

- ✓ Citizen Request Tracker
- ✓ Calendar of Events
- ✓ E-Notification
- ✓ On-Line Payment Portal

Return to Agenda

Proposal for The County of Wasco, Oregon

- ✓ Facilities Reservations
- ✓ News Center with Facebook/Twitter Integration
- ✓ Emergency Alerts
- ✓ Online Forms / Survey Tools
- ✓ E-Newsletter Applications

Our Award-Winning Government CMS:

Revize is renowned as a leader in providing practical, high-value, easy to use content management software Government CMS. This simple-to-use yet powerful solution enables clients to manage their online presence with high functionality and style. With applications such as an online document center, agendas and minutes, frequently asked questions and more, Revize ensures that our clients have the tools they need to make information and services available for website users at the click of a mouse.

Quick Deployment, Personalized Training and Support:

Revize addresses time concerns by completing websites in considerably less time than our competitors. And because our software is so easy to use, we are also able to effectively train our clients ***in less than half the time it takes our competitors.*** Our training program is customized based on each client's needs, and **we provide hands on training the way you want it - either onsite or off site through web conferencing tools. We pride ourselves on the skills of our support staff, who are responsive, knowledgeable and helpful.** Our online support portal is available 24X7X365 for issue tracking and management. We also provide phone and email support during regular business hours.

Company Profile



REVIZE, LLC
FOUNDED: 1995
HEADQUARTERS: 1890 Crooks Road,
Troy, MI 48084
PHONE: 248-269-9263
WEB SITE: www.revize.com

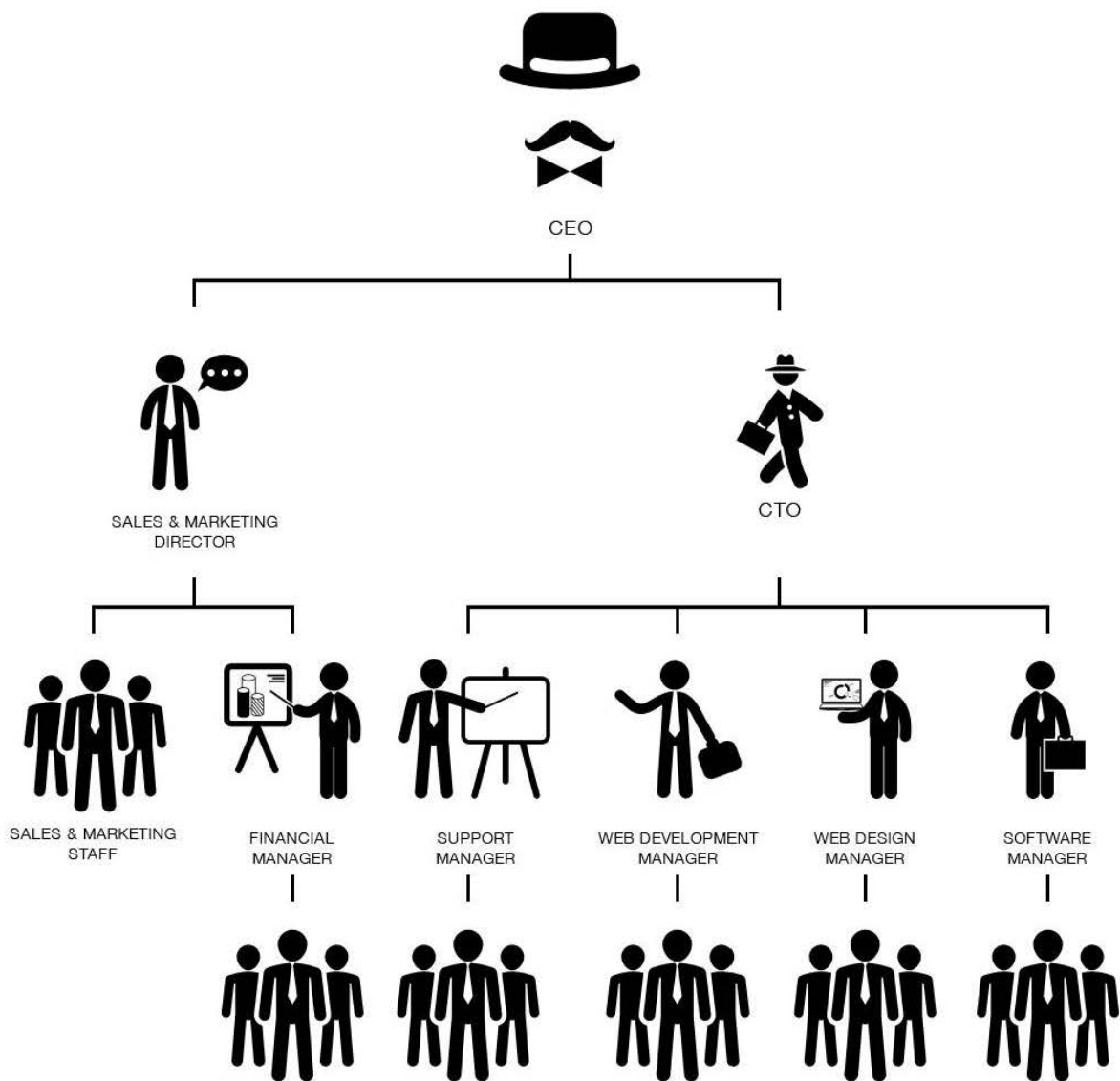
Revize Software Systems was founded in June, 1995 as a "new media" development company specializing in the creation of interactive web design, multimedia content delivered on CD-ROM, and video production. Since then, Revize has made an unsurpassed name for itself in the web/internet industry as THE master of government website design, which remains our specialty. We now boast more than 1200 clients in North America and have created acclaimed website designs for hundreds of municipalities and counties, as well as government departments and agencies. In September, 1996 as the Internet was becoming a world-wide reality, Revize began developing a Web Content Management System (CMS) for the government market to enable non-technical contributors to quickly and easily update content on their websites. The result was the creation of our state-of-the-art **Revize Government CMS**. **Our mission has always been to enhance the communications of government organizations nationwide with their varied and valued audiences. This is based on our vision statement, which reads: The empowerment of people through simplified information management technologies.**

Focused exclusively on creative web design, government web apps and content management technologies, Revize continues to invest in its technology, continually adding new capabilities and features that manifest our vision.

While many municipalities choose Revize to develop and cost-effectively manage their website content, clients also use Revize as an information-sharing platform. Our suite of Revize Government web-based solutions has proven valuable as a powerful technology that empowers clients to build and maintain sophisticated web sites, all while using the Internet and internal Intranets/Extranets to acquire, analyze, process, summarize and share information – ensuring that the right people always have the right information at the right time.

We are proud of our award winning web designs, technologies, web content management, training, support and capabilities. And we are especially proud of being recognized as one of the industry's top government website experts. We are committed to pursuing the continued evolution of all our services to provide increased value to our government clients.

Revize Organization Chart



Why Choose Revize?

We Have Government Specific Experience and Outstanding Client Testimonials

You can rely on Revize and our 20 years of experience building and maintaining websites for municipal, county and government agencies of all sizes throughout North America, to deliver a customized site design that improves layout, navigation, usability and content. Using Revize ensures that your website will be reliable, W3C and ADA compliant, and allow for easy integration with existing or future web applications and third-party software. But there's no need to take our word for it -- we encourage you to peruse our massive file of testimonials from our many satisfied clients.

We Will Build a Government Communication Center that Works for Your Community!

The Revize website design, Government CMS and interactive tool sets have been developed exclusively for our government clients to help them effectively communicate with their key target audiences such as residents, businesses and visitors. Some of our most popular website and Government applications and modules include: a new and improved Online Calendar, the comprehensive Forms Center, our News Center with real-time social media connectivity, Emergency Alerts, E-Notifications, Citizen Request Tracker, Parks & Shelter Reservations System, Document Center, and Online Payment Portal.

We Build Superior Technology into Every Website with CMS Performance & Reliability That's Second to None.

What sets Revize apart from other companies? **Revize's superior technical architecture, unsurpassed staff expertise and highly effective publishing engine provide our government clients with the most reliable website solutions in the industry today.** By ensuring our client's data security and providing redundant server architecture and back-up data centers, Revize has a nearly 100% up-time rate. Plus, our clients never have to worry about data loss or data corruption because of our instantaneous back-up process and our data center's tape back-up processes. Revize believes that investing a higher percentage of our profits into our technology and security makes us the best choice for the short and long term for governments seeking the best value for their community's website.

We Always Provide Knowledgeable, Friendly and Responsive Service!

All this, and a reliable IT partner too! Our website development is superior, and our Government CMS and suite of online apps is easy to learn and administer, but our 24/7 technical support will also be there for you to help you get over the hurdles! Our technical support team is widely considered to be among the industry's best. We also provide a sophisticated backup

infrastructure which allows us to guarantee 99.99 percent uptime. Plus regular updates and improvements to ensure that your site will remain current with industry standards and keep running smoothly for years to come. **Revize's higher benefit-to-cost ratio makes us a clear and easy choice!**

The Client Owns the Code!

We often hear the question: "What happens if we want to move the website to another vendor? Do we lose all access or any of our website data?" The answer is 100% NO! As our client, you own the CMS License, template source code and any data that you put onto the website. We understand that clients may come and they go, but we always make sure they know they are just as important to us at the end of our tenure as they were at the beginning.

Top Ten Reasons Why Revize gives you the Greatest Value!

- ✓ Modern, timeless and unique website design integrated with online Government apps
 - ✓ On-time delivery
 - ✓ Competitive pricing
 - ✓ Responsible stewardship of the organization's stakeholders
 - ✓ Full functionality to update and manage your website
 - ✓ All the tools/apps needed to increase communications with citizens
 - ✓ An easy CMS to train employees quickly
 - ✓ Extended phone and email support
 - ✓ Unlimited Upgrades: Revize provides unlimited FREE upgrades to new and existing modules at no additional cost to you.
 - ✓ 1200+ satisfied government clients
- Unlimited Upgrades: Revize provides unlimited upgrades to new and existing modules at no additional cost to you. Once you invest in Revize, you will receive free upgrades and feature enhancements for life.

"We are always looking for ways to improve our information technology systems and government-to-public offerings to better serve our community. Working with our web partner Revize, Bell County developed a new user-friendly website that is designed with a fresh modern look and improved navigation to help our local citizens access on-line content and better communicate with government officials. Our site includes new quick links to high demand content, such as meetings & events and public notices, along with a greater selection of on-line forms available for quick download, a consolidated 'How Do I' section to help with frequently asked questions. Other new citizen interactive features include the Sheriff's non-emergency reporting on-line option, a vacation watch request submission, and the capability to report various types of problems directly to County officials" Jim Chandler, Director of Technology Services, Bell County, TX

The Revize Solution For The County of Wasco, Oregon

Project Planning and Setup

What makes Revize unique in its project approach and experience is our thorough preparation for each individual community combined with the range of website deployments and creative, customized fit we implement for each client. From small to large, rural to urban, the Revize project management process guarantees a perfect fit between the concept of the deployment and the expectations of the client's level of engagement preferences. We don't utilize a "one size fits all" approach because it doesn't make sense. However we do use a standard, proven effective process methodology. Each client is unique and we tailor our process to fit their unique needs. For as long as you are our client you will have staff dedicated to your account and access to an on-line portal for communication, design process and on-going support.

Dedicated Accounts Manager: Your dedicated Account Manager will handle all issues related to your contract, pricing, future product add-ons, and general account satisfaction. During the initial kick-off meeting, your Account Manager will introduce you to the team, explain roles and responsibilities, and place you in the very capable hands of your Dedicated Project Manager and Designer.

Dedicated Project Manager: Your dedicated Project Manager will handle all issues related to the website design, development, navigation, content, training, timelines and deliverables, as well as ensuring that feedback and communication occurs promptly in order to keep the project on-track. Also, the dedicated project manager will be the point of contact for any future technical support or issues that need to be addressed during the deployment and post deployment of the site.

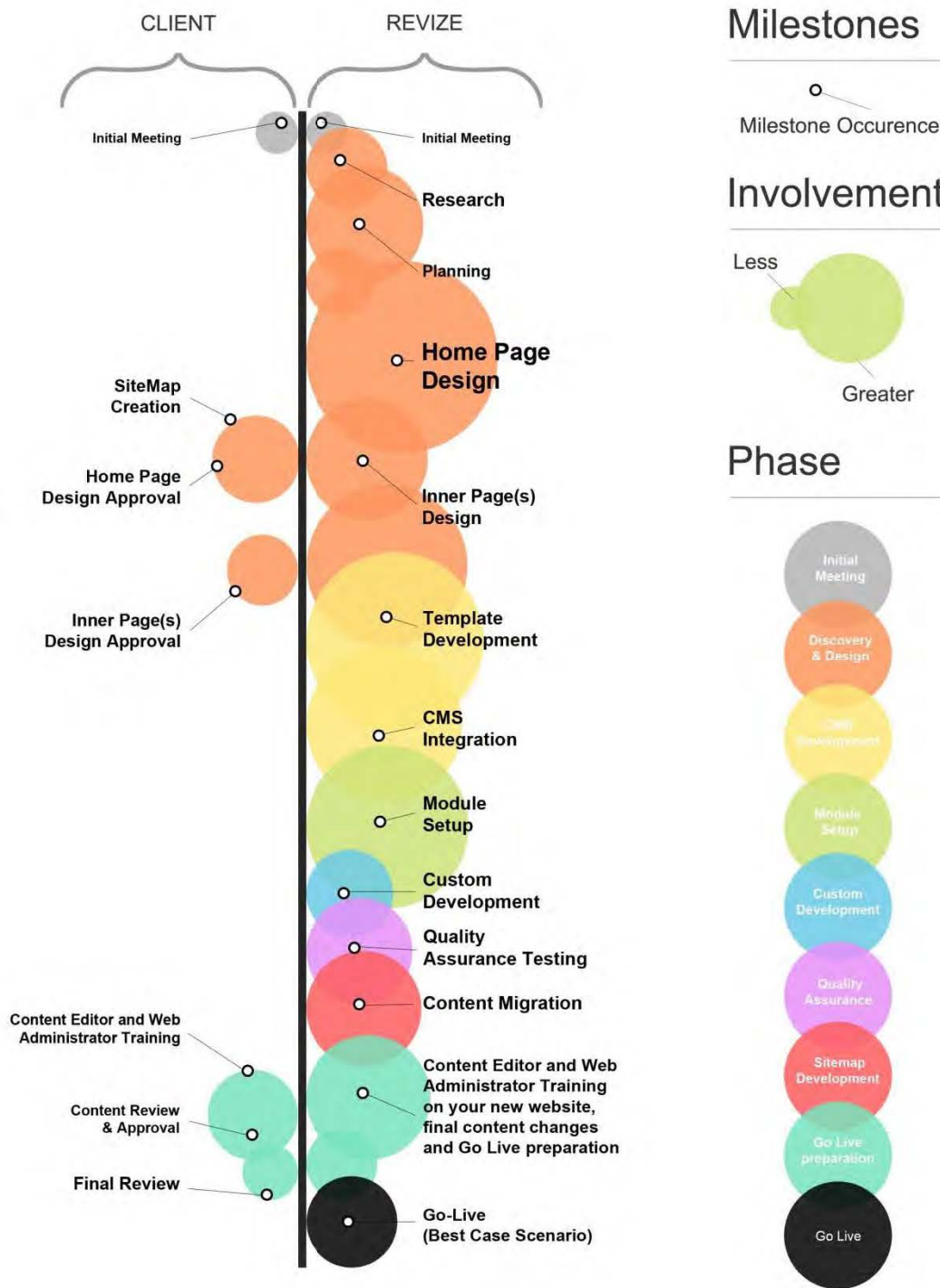
24/7/365 Project Portal Access: From day one, your project and on-going support is tracked in the Revize On-line Project Portal. The main point of contact you select for the project will receive an invitation to register, including setting up a secure user name and password. The Project Portal serves as a communication tool for any matter pertaining to your website design, development and on-going support even after your website is launched.

The Revize Eight-Steps and Go Live!

Project Timeline

Phases	When	Duration
Phase 1: Initial Meeting, Communication Strategy, SOW	Weeks 1 thru 2	2 Weeks
Phase 2: Discovery & Design	Weeks 3 thru 5	3 Weeks
Phase 3: Template Development, CMS Integration	Weeks 6 thru 7	2 Weeks
Phase 4: Module Setup	Weeks 8 thru 9	2 Weeks
Phase 5: Custom Development	Weeks 10 thru 11	2 Weeks
Phase 6: Quality Assurance Testing	Week 12	1 Week
Phase 7: Sitemap Development / Content Migration	Weeks 13 thru 14	2 Weeks
Phase 8: Content Editor and Web Administrator Training on your new website, final content changes and Go Live preparation	Week 15	1 Week
Go-Live		15 Weeks

REVIZE PROJECT LIFE CYCLE



Phase 1: Initial Meeting, Communication Strategy, SOW

Your Revize Account Manager will set up the initial internal project planning meeting where we will talk about the overall management of your project, establish a timeline, and devise a Revize-Client Communication Strategy that will keep everyone engaged and up-to-date on the progress of the project. We will also discuss specific technical requirements of the project and determine the phases through which those requirements will be addressed. In addition, Revize will address the content strategy of the new site, any new content that needs to be written and how to fit the existing content into the new site. Additionally, as an optional item, Revize will discuss the process of conducting online surveys to gather feedback from your constituents for the new website layout and requirements. After this meeting, Revize will develop a Statement of Work and provide it to the client for review and approval.

Prior to the design kick-off meeting, you will receive our questionnaire to complete with various answers that will help our designers gather information regarding your needs and preferences. Our team will also brainstorm ideas and suggestions with you during the meeting. The questionnaire addresses various issues such as:

- As a result of a new website design and navigation, what are the main improvements you hope to achieve?
- What are some key points and areas you may want featured on the Home Page?
- Do you need help with logo design? Image? Marketing & branding?
- What key modules do you want featured in your web site, like Document Center, Report a Request, News & Events, Events Calendar etc.
- Do you need social media features need to be highlighted in the new site?
etc..

Phase 2: Discovery & Design

If there is client approval, we will collect feedback from the residents on the new design layout by setting up an online survey with a set of standard questions. The survey questions need to be approved by the client prior to our adding a link from your current website. This link can also be distributed through other channels like email, newsletter or any other form of communications you might be using to stay in touch with your residents. Usually there is a 1- to 2-week survey period. Once survey results have been tabulated and your needs have been determined, you and your Revize team will participate in a Design Kick-Off Meeting. A senior designer and team will conduct an in-depth interview, and brainstorm ideas with you about your vision for the look and feel of your custom website. Our efforts on this project will extend far beyond placement of provided information within a stunning design. It's about uncovering how your audience wants to be informed, and applying our 20+ years of web design and

development expertise to create the most effective ways of displaying that information and getting users to access and use your website. We always strive for nothing less than an award winning design!

Revize Design Principles

The Revize Web Application Developers are not only responsible for the look, functionality, and performance of your website. They are also responsible for the security of the web content and web-based applications they create. They ensure that the code supports secure authentication and authorization, and provides access control mechanisms as required.

Good design principles are always based on readability, taking into consideration appropriate font type and size for headlines and text area, as well as line height – ensuring all page elements are balanced. Our designers also pay meticulous attention to their use of shadows and gradients. To the layman's eye there may not appear to be a shadow, however on the website the font will appear sharper (or maybe softer depending on the amount of shadow used).

Of course color cannot be overlooked. Our designers first take the client's preferences, official logo colors, and pictures into consideration to create a color scheme consisting of no more than three colors. We then use variants and hues to create visual appeal, contrast, eye-catching allure and invoke the overall feeling that the client desires.

Last but not least is effective use of page elements such as call to action buttons, social sharing icons, email newsletter sign-up, and promotion areas. The ultimate goal is to provide an easy to navigate webpage that is informative without being overwhelming. Therefore, it is the designer's job to guide the client in making appropriate placement choices for needed items.

Revize Design Trends

There are some exciting new design trends, and Revize is always on the cutting edge, implementing the best of these innovations in our websites. We are especially pleased at how effectively they are proving to be in increasing engagement in government websites.

#1 Responsive Web Design – The most important development in website design in years, Responsive Web Design (RWD) automatically conforms and optimizes websites for any screen size. With the substantial increase in smartphone and tablet users today, people are going online using a vast number of devices with wildly different screen sizes. Our websites offer this very important feature of easily and cleanly conforming to computer, tablet and mobile device screens.

#2 Liquified Content – This is another important trend that address the fact that information is no longer static or concrete. Instead, content is specifically customized for each unique user. Liquidity of content enhances the immediacy and flexibility of content. The more liquid your

community's content, the easier it is for residents and businesses to access this information in ways and via the channels of their choice: fixed or mobile, interactive and live. Revize is able to effectively make your content liquid. This will make it adaptable to various situations and, therefore, easy to reuse in different contexts distributed for a variety of display formats and communication channels.

#3 Image Tiles – This is a trend that enables developers to display content in a pin board style of display. Revize now offers this feature, which creates a very visually appealing display of content, such as pictures or social streams. Image tiles also help promote engagement by encouraging site visitors to comment or reply to items from directly within the image tile. This is an especially useful option for web pages promoting tourism.

#4 Parallax Scrolling – This is a highly advanced, innovative design technique for sophisticated websites. Parallax Scrolling allows Revize to build websites in multiple layers, with content that moves across the screen at different speeds as visitors scroll. This unique design technique is very visually engaging and can help improve time-on-site metrics.

#5 Innovative Typography – This plays a very important role in website design, image and branding, and is especially important for maximizing the look and feel of the website when accessing it from mobile devices. Our designers are experts in effective typography and take many factors into consideration when selecting the type of fonts, font sizes, and colors to be used for a website.

#6 Social Feeds – With the proven ability to strengthen and deepen interpersonal connections, social networks present a wonderful opportunity for government organizations to increase community engagement and make governments more accessible to the people they serve. One method already mentioned for improving social activity is using pin boards; another is creating a social area or social wall that combines activity from multiple social networks, like Facebook, LinkedIn, YouTube and Pinterest. Revize offers a comprehensive line of popular social media applications and networking.

Key Phase Objectives & Deliverables:

Over the past 20 years, Revize has mastered the art of designing government websites. The following steps are followed while designing new sites

- ▶ **Establish Needs and Creative Direction:** Understand your objectives and requirements, and provide recommendations for effective online branding pertinent to your requirements, existing branding and your web audience's needs. The Revize designer will also conduct his own research in order to capture the character and "feel" of your area, which will inspire ideas for the overall design direction of the website.

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Proposal for The County of Wasco, Oregon

- ▶ **Main Menu Navigation & Home Page Wireframes:** Work with you to establish a main-level navigational architecture and identify key items accessible from your home page. This establishes a baseline for the navigational structure, as well as the preferred content structure (wireframe*) for the home page.
- ▶ **Page Layout and module placement:** We will follow all the best practices to layout the different features and modules so that they can be easily accessed by your residents. For example, on the home page there will be sliding picture gallery and quick link buttons for Notify Me, Report a Concern, Document Center, FAQs etc. Also the news and announcements module and events calendar would be integrated into the website, along with the Social Media Center.

Please Note: The home page “wireframe” will simply serve as a realistic guideline in terms of content placement, but will not include the final text nor final imagery for this phase. Please see a sample wireframe to concept development snapshot in the next page.

WIRE FRAME TO CONCEPT



- ▶ **Design Deliverable:** The design concepts for this phase will be based on one or possibly two home page layouts. The client will review and provide design feedback to the designer for changes. Revize asks that clients have no more than three iterations of changes up to the point that the final concept is approved.
- ▶ **Final Home Page Sign Off:** When all changes have been made, Revize will present your final home page design and layout for approval. Customer approval is required to proceed to the next phase, the inner pages of the website, and the process repeats itself before the actual HTML & CSS is written.
- ▶ **Final Inner Page Sign Off:** When all changes have been made, Revize will present your final inner page designs and layouts for approval. Customer approval is required to proceed to the next phase, when the actual HTML & CSS is written.

Phase 3: Template Development, CMS Integration

First, the Revize development team will transform the approved designs from mere pictures into fully-functioning HTML/CSS and Revize Smart Tag enabled web page templates using the Revize Dreamweaver Extension. The Revize Smart Tags are fully customizable and allow customers to expand functionality as needed. To maximize this extensibility, the full Revize Java API is provided to clients with our Advanced Training Program.

Phase 4: CMS Modules Setup

In this phase, all of the features and modules the client has requested will be set up, e.g. calendar, document center, picture galleries, alert center, e-Notify, etc. are all brought to life and made functional while also being tested in the Revize CMS. Revize enhances current modules and adds new modules continuously, and you will receive all future updates to modules at no additional cost.

Phase 5: Custom Functionality Development

In this phase and according to your specifications, custom functionality of existing CMS modules, database scripting and programming, as well as any custom application development will be executed. The Revize development team will be interfacing directly with your technical staff to obtain information and test information exchange and application functionality. This phase may overlap phases 2 – 4.

Phase 6: Quality Assurance Testing

In our testing phase, we ensure that your website meets functionality, performance and security standards. Our QA team uses mock data to test navigation and interfaces of the templates, along with any custom developed applications or modules. Additionally, through a series of tests, we perform input validation to ensure that security mechanisms cannot be bypassed if anybody tampers with data he or she sends to the application, including HTTP requests, headers, query strings, cookies, and form fields. We also ensure that when errors do occur, they are processed in a secure manner to reduce or eliminate exposure of sensitive implementation information.

Phase 7: Content Development / Content Migration

Revize will develop a pre-defined number of pages for your site to make the initial content available upon site deployment. Our content development and migration experts use the latest standard formatting practices to develop the navigation and create the most effective content possible for your website. This includes spelling and style corrections into the new website..

There are no limits to the number of pages you can create after you have gone through training.

Revize will implement an effective website architecture with the latest technology and usability trends so your website visitors can find information in an instant. We will also assess your current website content and incorporate what you currently have with additional content to maximize interest and excitement for your readers. Our content experts are educated in proper writing and terminology, and will use correct grammar, spelling and punctuation.

Our web designers use creative typography which makes the website more visually appealing and also plays a role in defining the hierarchy of content to be placed on the web page. Variations in size and color are used, as well as strategic placement on the page to highlight certain site areas so the visitors can easily navigate the site. Effective typography also ensures that your website will look good on desktop, laptop, mobile and tablet devices.

Phase 8: Training Your Staff (in-person or web based training)

Once your website is ready for you to begin editing, you will be able to easily revise your content as often as needed. Revize will train you on how to operate the Administrative and Content Editor functions so you can manage your website. We typically provide this training on-line; however we can also provide on-site training for your staff if you prefer. For your convenience, training materials can be downloaded from the Revize website. After training, our friendly and responsive support staff is always here to answer questions and provide training refreshers as needed.

Standard Training Agendas

Basic Administrator Training (How to)

- Sign-in
- Create users
- Assign roles
- Set page level permissions
- Set section level permissions
- Configure and set up workflow approval process

Advanced Administrator Training (How to)

- Run back-end reports
- Run Google Analytics reports

Content Editor Training (How to)

- Sign-in
- Edit page content
- Copy/paste content or add new
- Create a file link
- Create a link to another web page or external web site
- Create a new page and link to it
- Insert/update a picture
- Insert/update a table
- Spell check
- Save and Save as Draft
- History of the page content (content archive)
- Create a survey form or any other type of online web form
- Create navigation pages (top/left menus)
- Create new calendar and create/edit calendar events
- Edit metadata

Training on use of specific Modules included, such as:

- Emergency Alert
- E-Notify
- Quick Links
- Document Center
- Form Center
- News Center
- Request Center

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Proposal for The County of Wasco, Oregon

- RSS
- And more....

Final Phase: You Go Live!

At last, your website content is complete and your staff is sufficiently trained! The final phase in the process is to redirect your website domain name from your old site to your beautiful new one. Once this is completed, Revize will closely monitor the transfer for the first 24 hours to ensure that everything is working properly. Any issues that arise will be immediately resolved.

Marketing & Ongoing Consultation:

Revize seizes on every effort to make our clients' sites highly visible. We draft press releases for posting on our website and for distribution locally, and will continuously monitor your site after it goes live so that you can take advantage of all marketing opportunities. We also look to submit your site for different awards and recognition competitions to further maximize your site's exposure.

Search Engine Registration and Marketing:

Revize will input all the targeted keywords to make your web pages search engine friendly, thus enabling users to find targeted information when they do a Google, Yahoo or any other search on your site.

Training, Technical Support & Hosting

Free Training Refresher

Should members of your staff resign or retire, Revize will provide a second refresher training for your new staff members at no cost. The training would be followed by online video tutorials and links to downloadable training manual, so you will never lack the knowledge required to manage your website effectively. Our training team continuously improves our training materials to make sure that we teach all the tricks and essentials necessary to edit the content of the site and build new pages. The Revize support portal is accessible 24/7 to report any post-training issues so that we can take care of it right away.

Service Level Assurance

Our clients expect their websites to be up and running 24/7. Revize is proud to boast an impressive 99.99 percent uptime – the best in the industry. We constantly invest in the newest technology and innovations to ensure the smooth running of your website. However, in the highly unlikely event that your website is down for two hours or more, Revize will provide monthly prorated credit equal to one day of your annual service contract (example: Annual Service Contract divided by 365 days = daily credit). Each two hour increment will entitle you to one day of credit.

Unlimited Technical Support

The Revize technical support staff is available to assist you with content management and technical issues, 'round-the-clock, via either phone or email. You can contact Revize's friendly and knowledgeable support and customer service representatives 24/7 for assistance with our website solutions including our content management technology, online interactive tools, training and hosting services. Telephone support is available between 8 a.m. – 6 p.m. EST Monday through Friday (excluding federal holidays); email support and our customer online portal is available 24 hours a day 365 days a year.

Maximum Response Times:

- 1 hour for crisis issues
- 4-6 hours for critical issues
- 24 hours for normal issues

Revize Support:

- **8 a.m. – 6 p.m. EST (Monday thru Friday)**
- **Dedicated support staff to provide assistance and answer all questions**
- **New and existing user training**
- **Training refreshers**
- **Video tutorials and online training manual**
- **Automatic integration of enhancements**
- **E-Newsletter module support**
- **Automatic upgrades of CMS Modules such as Calendar, Document Center, etc...**

Software Maintenance:

Revize rolls out two new versions of the Revize CMS, and six to eight product updates every year. The Revize CMS is continuously enhanced to keep pace with cutting edge technologies and industry trends. **As a Revize client, you will receive full access to all enhancements to the core components and modules in the Revize CMS at no additional charge.** When a software update or new version is rolled out, Revize will automatically update all servers used by our subscription service clients.

Revize Maintenance Covers:

- **4 CMS upgrades per year**
- **Software and modules upgrades (Automatic Install)**
- **Server Hardware & OS upgrades**
- **Immediate bug fixes/patches**
- **'Round the clock server monitoring**
- **Data Center network upgrades**
- **Security and antivirus software upgrades**
- **Firewall and router upgrades**
- **Bandwidth and network infrastructure upgrades**
- **Remote backup of all website assets**
- **Tape backup of all website assets**
- **Quarterly newsletters on major feature updates**
- **Regular Webinars on CMS features and usage**

Hosting Service

Revize has two state of the art physical data centers located in San Diego and Houston with around the clock (24/7/365) monitoring of all server activities. Remote data backups are scheduled nightly with Carbonite data backup service. Additionally, Revize utilizes multiple Tier 1 bandwidth providers such as Level 3, Wiltel, and Cogent for redundancy and continuous connectivity. These procedures provide our clients with up to 500Mbps of fast fiber optic up-stream connectivity.

Revize hosts your web services on redundant (1TB Hard Drive, 3.2 GHz CPU and 8GB RAM) servers in order to provide enhanced performance, as well as accurate security and data restoration for your website. The Revize technology architecture physically separates the CMS from the website in order to provide another layer of redundancy. With this model, we keep an up-to-the-minute exact duplicate of your website in the event your site must be restored. Revize support staff will simply republish your site within a guaranteed two hours (as opposed to the several hours or days timeframe our competitors offer).

Revize provides our clients with unlimited storage server space for each website. Revize will host both your Extranet and Intranet; your Intranet is secure and only accessible by authorized users through a login system.

There are no special software requirements to run a Revize hosted website and CMS solution. We make it all very simple. All you need is an internet connection and a browser. We also provide complete maintenance of your website, which includes but is not limited to: OS patches, intrusion prevention, antivirus, and software upgrades.

Security

Revize takes website security very seriously and we provide our clients with the very best website protection protocols. Our data centers are located on secure premises equipped with card-reader access, security cameras and guards on duty 24/7 to ensure the physical protection from unauthorized entry.

Our web and network administrators monitor network activity 24 hours a day to ensure system integrity and protection against threats such as Denial of Service (DoS) attacks that could corrupt your website or block user access. Maintaining the secure configuration of our web servers is managed through application of appropriate patches and upgrades, security testing, vulnerability scans, monitoring of logs, and backups of data and OS.

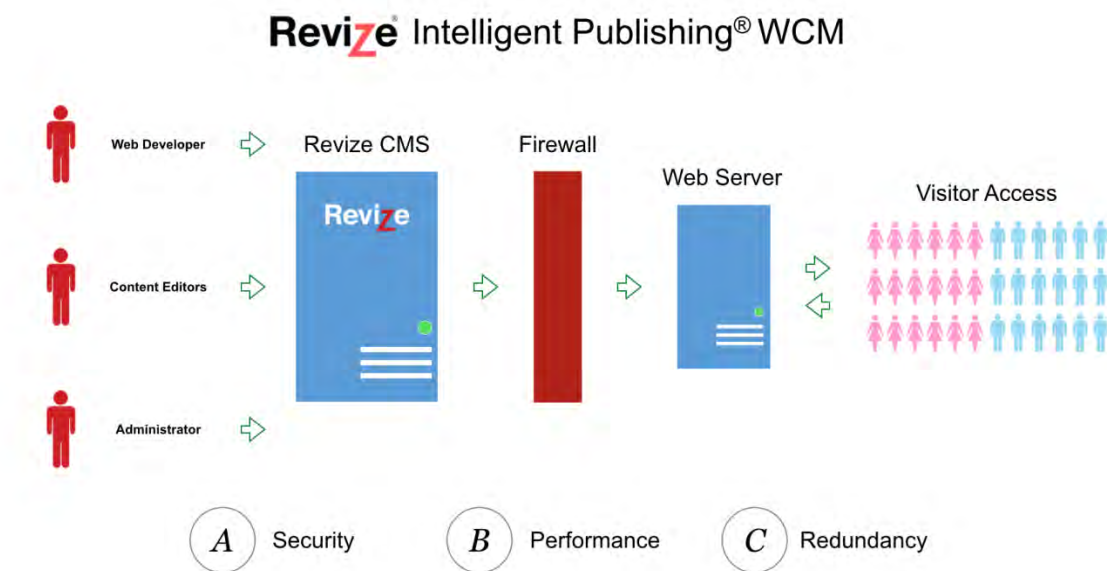
Security Controls and Protocols

- › Anti-malware software such as antivirus software, anti-spyware software, and rootkit detectors
- › Intrusion detection and prevention software (such as file integrity checking software)
- › Host-based firewalls to protect CMS servers from unauthorized access
- › Patch management software
- › Security and Authentication Gateways
- › Content filters, which can monitor traffic to and from the web server for potentially sensitive or inappropriate data and take action as necessary
- › HTTPS (Hypertext Transfer Protocol over SSL), which provides encryption and decryption for user page requests that require more secure online transactions
- › SSL (Secure Socket Layer) provides an encrypted end-to-end data path between a client and a server regardless of platform or OS

Application Security Authentication

- › **Roles Based Security:** Role based authentication to add individual user accounts and assign them system roles like Editor, Developer, Administrator, Workflow Approvers, etc. or department roles and assign the department specific roles to users.
- › **Permission Based Security:** Ability to setup Content Owners/Editors and restrict which site pages they are authorized to update
- › **Global & Department Workflow Management:** Create workflow management and approval processes where authorized department personnel become approvers for department level content changes. Or create global workflow where all content changes are routed through one central approver.

Revize Technology Architecture



The Revize Government CMS is a standards-based, open architecture software product without any proprietary restrictions. Revize uses leading technologies to avoid integration problems with existing systems and comes complete with its own integrated Publishing Engine, Embedded Relational DB, JSP/Servlet Engine, and Application Server.

Revize Project Team

Revize understands the importance of having a talented and experienced staff. We are proud of our well-respected team of top notch experts in the field of government website design, development, analysis, content management, training and support. From the first creative concepts through to the design phases, and from site launch to training of personnel and continued support of your website project, we have the right group of seasoned professionals to work with you through the website process and beyond. We are pleased to introduce them:

JOSEPH J NAGRANT

Business Development Director

Joseph is an accomplished professional internet and website design consultant with more than 20 years of successful business development and account management leadership experience. He has worked with well over 400 townships, cities, counties, educational institutions, companies, and non-profit organizations. He's a foremost expert in translating technical solutions into compelling living websites and other online community building opportunities. Additionally, he is a board member for Mott Community College (Flint, MI) MTEC Center, IT Advisory Council, Education Advisory Group. He also participates in many government discussions regarding the Internet for government use, including being a frequent guest on WDET (NPR) public radio and in The Detroit News. He has an excellent reputation for building and sustaining effective, long lasting client relationships.

- ▶ **Philosophy:** "Always put yourself in the client's shoes and do what is best for them."
- ▶ **Education:** BS in Electrical Engineering, Lawrence Tech University, MS in Business, Central Michigan University.
- ▶ **Expertise:** 29+ years of project, sales and marketing experience with government, education, corporate, and non-profit organizations.
- ▶ **Role on your website project:** Supervisor of account management between client and project team.

RAY AKSHAYA

Technical Director

Ray has 20+ years of extensive technical experience with internet and website solutions. He has worked on hundreds of government, non-profit and educational websites and has a keen eye for web visitor requirements, information architecture, and usability. He is also a long-time veteran of Revize Software Systems and our clients enjoy working with him. In his career, he has deployed and/or assisted with technical solutions for more than 500 websites. When working on a project, Ray always visualizes himself in the client's chair at the closing stages of the project and makes sure that all decisions made on a project are in alignment with the client's vision and best practices for developing the system.

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- ▶ **Philosophy:** "Work Hard, Help People and Live Honest."
- ▶ **Education:** MS in Engineering Science, Louisiana State University, Baton Rouge
- ▶ **Expertise:** Client Management, Project Management, Technology Development for CMS & Web Apps
- ▶ **Role on your website project:** Technical Director

SAMIR ALLEY

Creative Arts Director/Lead Designer

Samir has more than a decade of experience in managing web site design projects. He has deployed 260+ municipal websites and has a solid background in web design and the latest web technologies. Formerly with Google, Samir is a leader equipped to handle any kind of sophisticated web project. He is an exceptional communicator with an innate listening skill that gives him the ability to understand and deploy a client's unspoken needs. Samir's blend of creativity, proficiency, and technical knowledge is unsurpassed in the industry.

- ▶ **Philosophy:** "Empathy, Focus, and... Impute"
- ▶ **Education:** BS in Computer Science, Wayne State University
- ▶ **Expertise:** Web Project Management - Adobe Design Premium CS5.5: Photoshop, Illustrator, InDesign, Flash, DreamWeaver, Fireworks, HTML, CSS, CSS3, SEO, PHP, JavaScript, MySQL, JQuery and HTML5.
- ▶ **Role on your website project:** Graphic design of website and backup support.

TOM GOODEN

Graphic Designer, Illustrator, and Website Developer

Tom is a senior front-end developer and designer with Revize with more than 10 years of experience in website development. He is highly skilled in his ability to leverage the latest technologies to create fast and innovative web solutions. He commands an intense, yet light-hearted creative presence at Revize, producing excellent design work.

- ▶ **Philosophy:** Design and development are constantly evolving, and learning new methods and practices gives me a "geeky" excitement. What I truly enjoy most is that I can create what is considered to be art, but at the same time serves a very functional purpose.
- ▶ **Education:** Associate Degree in Computer Science, Oakland Community College
- ▶ **Expertise:** Skilled in Adobe Design Premium CS5.5: Photoshop, Illustrator, InDesign, Flash, DreamWeaver, Fireworks, HTML, CSS, CSS3, SEO, PHP, JavaScript, MySQL, JQuery and HTML5

- ▶ **Role on your website project:** Graphic design of website and backup support.

DENISE BRAZIER

Project Manager/Trainer

Denise is an educator by nature. Her 20 years of experience in the public school system has made her a master of engaging participants during training. She effortlessly builds effective relationships with all clients. Denise has served as Advisory Counselor, Coordinator, Publicity Director, and Project Manager for several organizations in the education, non-profit and public sectors. She has been appointed to the state's quality committee evaluating organizational policies and procedures for recognition.

- ▶ **Philosophy:** "Always explain things in the terms of your audience to ensure their understanding"
- ▶ **Education & Training:** MS in the Art of Education from Marygrove College. Certification in Secondary Education
- ▶ **Expertise:** Training, education, teaching, public affairs and project management.
- ▶ **Role on your website project:** Trainer for the Content Management toolset and project manager

RYAN ROSSI

Senior Account Manager

Ryan is a graduate of the Ross School of Business at the University of Michigan and has worked for multiple software companies since entering the work force. He has extensive experience in technical software sales and was on the Executive Board of the Wolverines Sales Club while in school. Ryan's experience in sales allows him to juggle several different relationships within one prospective client, and make sure the final solution is one that encompasses the needs of all of those involved. Having full knowledge of the client's main goals also allows him to better represent the client as the main point of contact at Revize once the new website is launched.

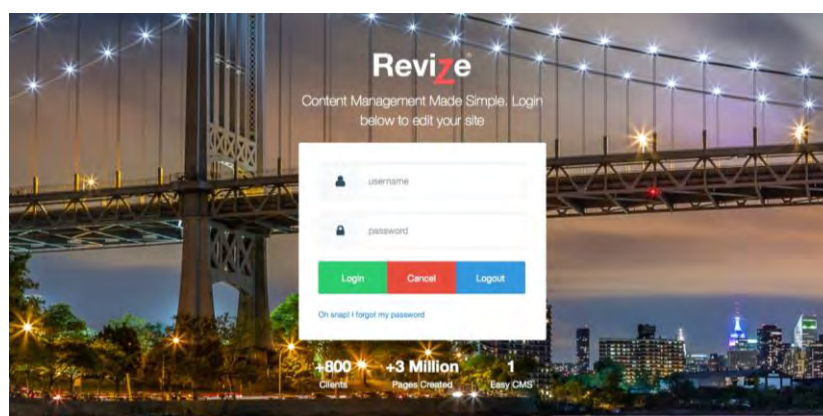
- ▶ **Philosophy:** "The customer is always right, but sometimes may be unsure of how to proceed. At Revize we listen to the client's end goals and help them envision a way to reach that point"
- ▶ **Education:** BBA in Sales and Finance from University of Michigan Business School
- ▶ **Expertise:** Business development, business management, community development
- ▶ **Role on your website project:** Account and client management

Revize Government CMS User Interface

1. Revize CMS User Interface Home Page



2. Users simply browse to a page that they want to edit, select the Login Button, and then insert their Login Name and Password into a Login Screen as shown below.



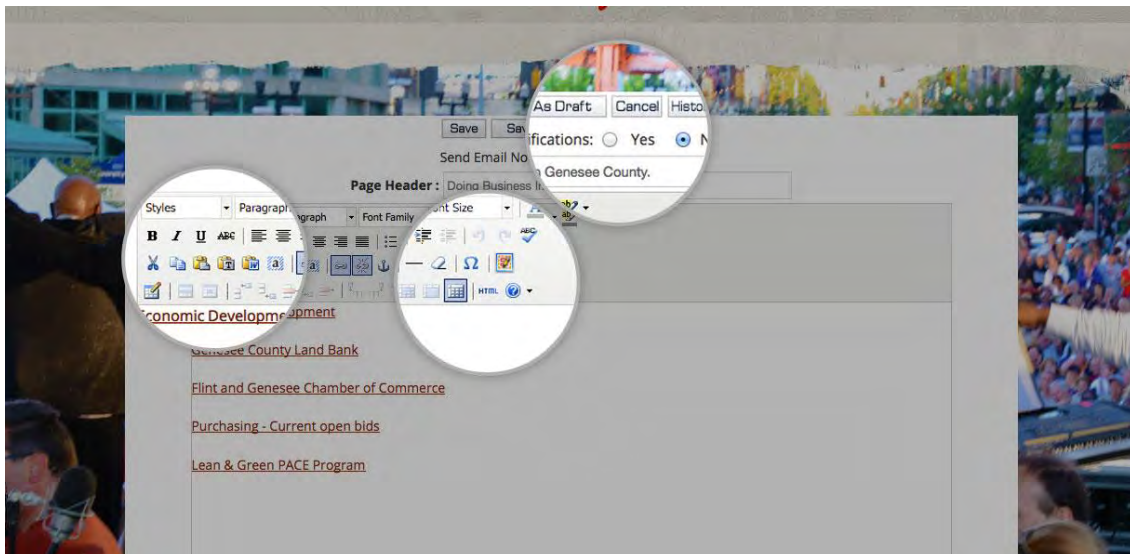
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3. Edit buttons appear on the page after the Login executes. Based on users roles/permissions, the appropriate buttons are displayed.



The input form appears as shown below. Content Editors can change banner, page heading and the content displayed in the center of the page. Notice the content is changed using a "Word Like" editor.



After the page is "saved", the page can be sent to an approver for review or immediately published to the web site.

Government Account References

CLIENT: MONTGOMERY COUNTY, OH

Melissa Carito, Communications Department Designer

Office: (937) 496-6955

Email: CaritoM@mcohio.org

Website: www.mcohio.org

CLIENT: CLEARWATER COUNTY, ID

Angela Vanderpass, Director of Information Technology

Office: (208) 476-7262

Email: avanderpass@clearwatercounty.org

Website: www.clearwatercounty.org

CLIENT: ELKO COUNTY, NV

Michele A. Petty, Executive Assistant

Office: (775) 738-5398

Email: mpetty@elkocountynv.net

Website: www.elkocountynv.net

CLIENT: UPSHUR COUNTY, WV

Carrie Wallace, County Administrator

Office: (304) 472-0535

Email: clwallace@upshurcounty.org

Website: www.upshurcounty.org

CLIENT: TIPTON COUNTY, TN

Shawn Anderson, GISP Director

Office: (901) 476-0234

Email: sanderson@tiptonco.com

Website: www.tiptonco.com

CLIENT: ORANGE COUNTY, NC

Keith Chnupa, Project Manager

Office: (919) 245 2289

Email: kchnupa@orangecountync.gov

Website: www.orangecountync.gov

Government Project Experience

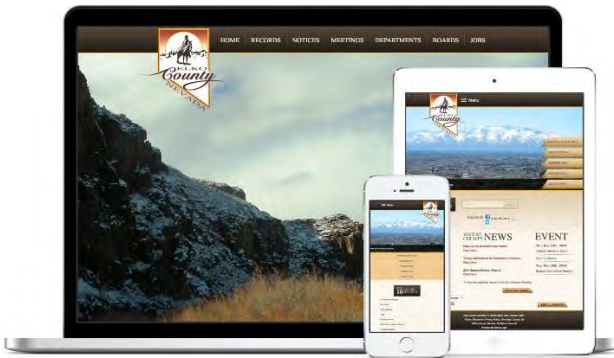


MONTGOMERY COUNTY, OHIO **WWW.MCOHIO.ORG**

Responsive Web Design

Details: Montgomery County has an open design website design that effectively and efficiently delivers the essential resident services with a clean look and feel. Also features enlarged quick links for residents to get access to everyday information in one click!

Feature Spotlight: Sliding Feature Bar, Event Calendar, Document Center, Quick Links and Online Bill Payment



ELKO COUNTY, NEVADA **WWW.ELKOCOUNTYNV.NET**

Responsive Web Design

Details: The Elko County design is not just a government website but a tourism website with an inviting feel that draws web visitors in. The home page features a clean entryway to resident and visitor information and multiple touch points to get to everyday topics of interest in one click.

Feature Spotlight: News Center, Upcoming Events, Document Center, I Want To



UPSHUR COUNTY, WEST VIRGINIA **WWW.UPSHURCOUNTY.ORG**

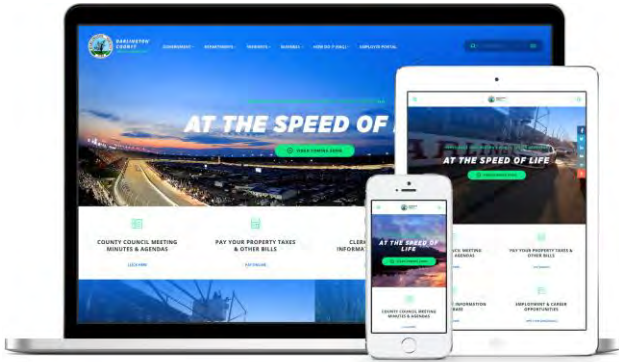
Open Branding Responsive Web Design

Details: County website design to make you feel what it's like to live in Upshur within 3 seconds. Also features a quick navigation topic slider for residents to get access to everyday information in one click!

Feature Spotlight: Members Center, Event Calendar, Document Center, Quick Links and Online Bill Payment

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Proposal for The County of Wasco, Oregon



DARLINGTON COUNTY, SOUTH CAROLINA **WWW.DARCOSC.COM**

Responsive Web Design

Details: The Darlington County design masters bringing together the beauty of the community with a straight forward connection to everyday resident information. The website not only functions as a community engagement center but has special SEO attraction for tourism interests with easy navigation!

Feature Spotlight: Event Calendar, Latest News, Document Center, Community Alerts, Staff Directory, Bid Posting, Job Posting and Quick Links.



BUCHANAN COUNTY IOWA **WWW.BUCHANANCOUNTYIOWA.ORG**

Responsive Web Design

Details: County website design to make you feel like you are outdoors! As well as feel like you are part of the community right from the home page.

Feature Spotlight: Members Center, Event Calendar, Document Center, Quick Links, Citizen Request Center, Advanced Photo Gallery, Language Translator, Community Alerts and Social Media Sharing App



GENESEE COUNTY MICHIGAN **WWW.GC4ME.COM**

Open Branding, Responsive Web Design

Details: Genesee County is a highly desirable and well-planned community that wanted a website to show off its cosmopolitan character and increase resident communications. It has an intuitive layout that guides the web visitor to important information while delivering ease of use among the community.

Features: Events Calendar, Document Center, Social Media Fly Out, Alert Center, Sliding Feature Bar, Changeable Rotating Photo Gallery, FAQ, eNotify, Translate This Page, Business Directory, Print This Page, Email This Page, etc.

Revize Quote For: The County of Wasco, Oregon

Phase 1: Project Planning and Analysis, SOW	\$500.00
Phase 2: Discovery & Design from scratch - One concept, three rounds of changes, home page template and inner page design and layout, includes Responsive Web Design for great viewing on any size handheld internet viewing device complete with pictures and no need to zoom in on the text!	\$2,250.00
Phase 3 & 4: Revize Template Development - Set-up all CMS modules listed on the following page with linking to any additional 3rd party web application. You also receive all updates to all CMS modules for the life of your Revize relationship. And you own the technology, design and content!	\$3,750.00
Phase 5: QA Testing	\$500.00
Phase 6: Site map development/content development for all the top tier department home pages and content migration from old website into new website including spell checking and style corrections – up to 360 webpages and 1,100 documents (Approx. number on your website today)	\$4,380.00
Phase 7: Content editing and site administration training (one full-day session)	Included
Phase 8: Go live!	Included
Annual tech support, website hosting (Unlimited Storage), website health checks, and maintenance agreement (unlimited users):	\$1,800.00
Grand Total (1st year)	\$13,180.00
Second year and onward investment	\$1,800.00

Revize provides a free website redesign after four years of service, if the client chooses to sign a locked-in rate contract for five years. This includes a lifetime warranty.

Payment Options:

Optional Payment Plan – The Revize Client First Plan

The Revize Client First Plan offers local governments an alternative payment plan that makes it easier to purchase a new website on your budget and spreads the one-time project design and development costs over a longer period of time.

Through a minimum three-year contract, The Revize Client First Plan dramatically lowers the one-time project development and start-up costs of launching a new website. What Revize does is combine the one-time and recurring fees and spreading them over the life of the contract. And because we value our continuing relationships with our customers, those who extend their contract beyond the three-year minimum will receive a redesign at the end of their fourth year with Revize Free of Charge.

The Revize Client First Plan Annual Recurring Fees:

First Year: \$ 5,593
Second Year: \$ 5,593
Third Year: \$ 5,594
Four Year: \$ 1,800

ADDITIONAL SERVICES (OPTIONAL – NOT REQUIRED):

PDF Conversion to online fillable PDFs:	\$50 per PDF
Live Video Streaming (Up to 30 streaming GB):	\$500 per year
Agenda creation and linking to meeting video archive (3rd party through Granicus):	\$4,500 setup (one-time fee) \$4,800 per year
On-Site Training Program: One day on-site training, classroom style. Content editor and administrator training, all travel expenses	\$2,900
Content Migration: If needed, additional content migration “as is” available at \$3 per web page or document	
Content Copywriting:	\$98 per hour
Design Services:	\$75 per hour
Content Editing:	\$50 per hour, 30 minimum

The Following Applications & Features will be integrated into Your Website Project

In addition to the eGov Content Management System that enables non-technical staff to easily and quickly create/update content in the new web site, Revize provides a suite of applications and features specifically designed for municipalities. All of those apps and features are fully described in the following section. The applications and features are grouped into five categories:

- **Citizen's Communication Center Apps**
- **Citizen's Engagement Center Apps**
- **Staff Productivity Apps**
- **Site Administration and Security Features**
- **Mobile Device and Accessibility Features**

CITIZEN'S COMMUNICATION CENTER APPS:

- ✓ Alert Center
- ✓ Bid Posting
- ✓ Document Center
- ✓ Email Notify
- ✓ FAQs
- ✓ Google Mapping
- ✓ How Do I
- ✓ Job Posting
- ✓ Multi use Business Directory
- ✓ News Center with Facebook/Twitter Integration
- ✓ Online Forms
- ✓ Personal Social Media Fly Out Bar
- ✓ Photo Gallery
- ✓ Quick Link Buttons
- ✓ Revize Web Calendar
- ✓ Sharing App
- ✓ Sliding Feature Bar
- ✓ Language Translator

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CITIZEN'S ENGAGEMENT CENTER APPS:

- ✓ Citizen Request Center with Captcha
- ✓ Online Bill Pay
- ✓ RSS Feed

STAFF PRODUCTIVITY APPS:

- ✓ Agenda Posting Center
- ✓ Job Posting App
- ✓ Image Manager
- ✓ Intranet
- ✓ Link Checker
- ✓ Menu Manager
- ✓ Online Form Builder
- ✓ Staff Directory
- ✓ Website Content Archiving
- ✓ Website Content Scheduling

SITE ADMINISTRATION AND SECURITY FEATURES:

- ✓ Audit Trail
- ✓ Auto Site Map Generator
- ✓ History Log
- ✓ Intranet (Secure Area)
- ✓ Roles and Permission-based Security Mode
- ✓ Secure Site Gateway
- ✓ Unique Login/Password for each Content Editor
- ✓ Web Statistics and Analytics
- ✓ Workflows by Department

MOBILE DEVICE AND ACCESSIBILITY FEATURES

- ✓ Font Size Adjustment
- ✓ Alt-Tags
- ✓ Responsive Website Design (RWD) –Latest Government Design Trend to accommodate better viewing of text and graphics for any size screen, i.e smart phones, tablets, iPads, iPhones, Windows and Android devices

Revize Support Includes:

- ✓ 8 AM – 6PM EST (Monday thru Friday)
- ✓ Staff provides assistance and answers all questions
- ✓ Dedicated support staff
- ✓ New/existing user training
- ✓ Training Refreshers
- ✓ Video tutorials and online training manual
- ✓ Automatic integration of enhancements
- ✓ E-Newsletter Module support
- ✓ Automatic upgrade of CMS modules, such as Calendar, Document Center, etc.
- ✓ Four major CMS upgrades per year
- ✓ Software and modules upgrades (automatic install)
- ✓ Server hardware and OS upgrades
- ✓ Immediate bug fixes/patches
- ✓ Round the clock server monitoring
- ✓ Data Center Network upgrades
- ✓ Security and antivirus software upgrades
- ✓ Firewall and router upgrades
- ✓ Bandwidth and network infrastructure upgrades
- ✓ Remote backup of all website assets
- ✓ Tape backup of all website assets
- ✓ Quarterly Newsletters on major feature updates
- ✓ Regular webinars on CMS features and usage
- ✓ Free website design upgrade every 5th year

Citizen's Communication Center Apps



ALERT CENTER

Simple Yet Powerful

You can't fool or control Mother Nature. But you can protect members of your community from her wrath. Posting emergency notifications on your home page, any other page, or throughout your site, this module allows your content editor to accurately explain the situation and instruct members of your community on the next steps to take.



BID POSTING

Quick and Easy

The Bid Postings App provides a simple and easy-to-use method for organizing and presenting bids, RFPs and RFQs online for vendors or local contractors interested in providing products and services to your community.



Return to Agenda

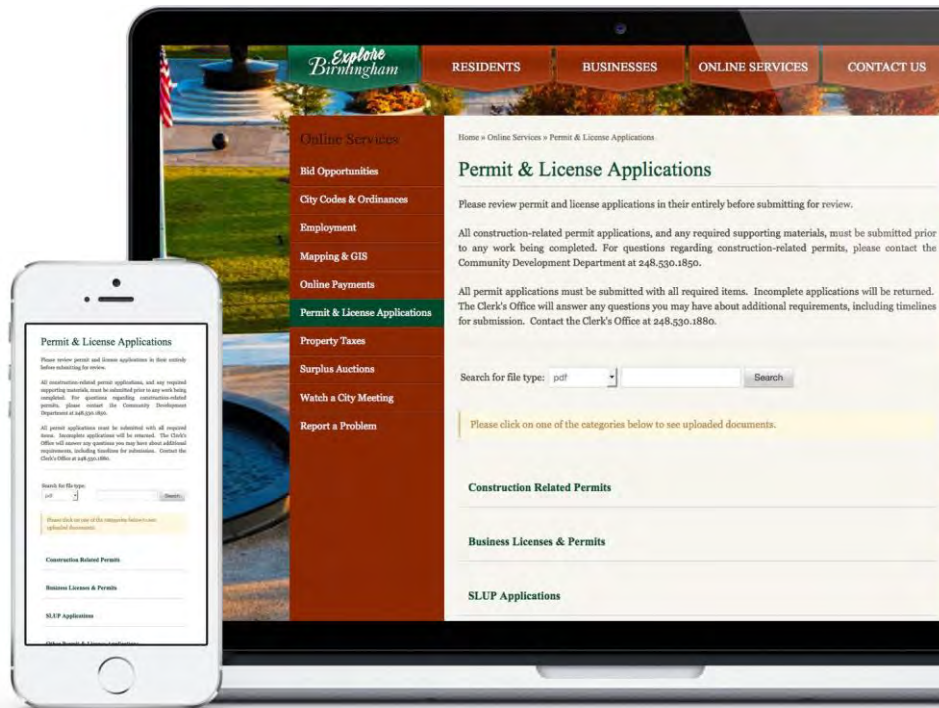
Proposal for The County of Wasco, Oregon



DOCUMENT CENTER APP

Documents Done Right

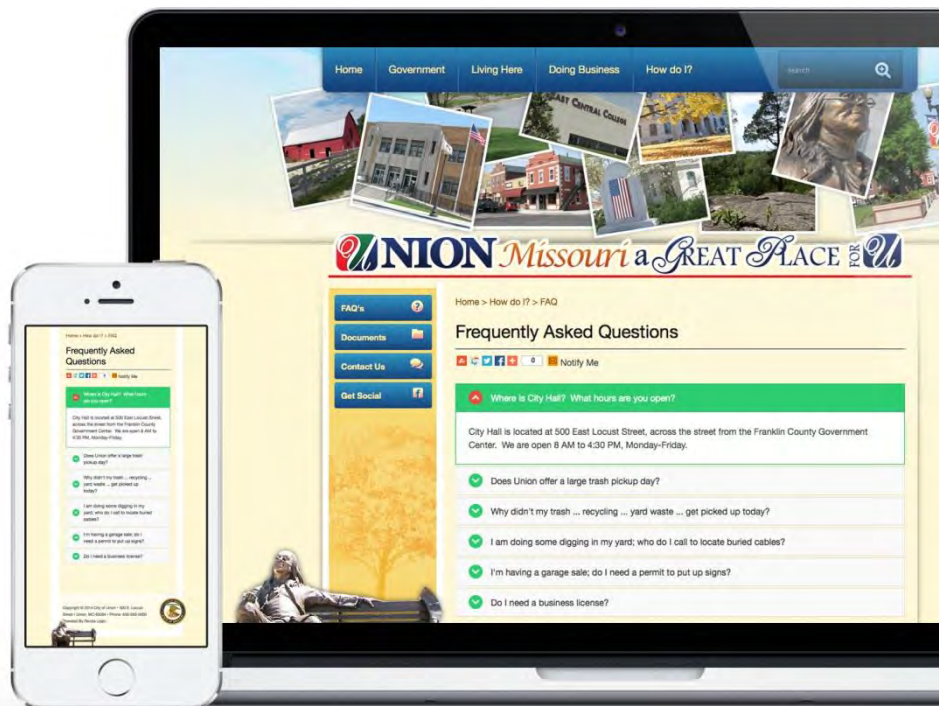
Revize helps clients save thousands of dollars each year in employee time and resources with our Document Management Center. Using this module you can create and archive the documents your site visitors need: applications, brochures, manuals, policy and data sheets, research papers, meeting minutes, and more. By providing all of your documents online, your site visitors can access them 24/7 – usually within two clicks -- and you won't incur any printing or postage costs.



FAQ

Handy and Convenient

FAQ's make it easy for site visitors to find answers to common questions and will greatly decrease the number of calls coming into your switchboard each day. In fact, within six weeks of a Revize website launch, our clients typically experience a significant decrease in the number of daily phone calls... some by as much as 23%!





JOB POSTING

Find The Best

Revize's job postings app allows your site visitors to view and apply for open positions online. Postings are removed automatically based on the job expiration date input by your HR personnel. You can provide as much detail as you like and link to or upload any number of files that fully describe the job position. Best of all, with the form fill interface, new openings can be posted in minutes by non-technical staff.

CITY OF WEBSTER CITY
EMPLOYMENT APPLICATION

To Applicant: We deeply appreciate your interest in our organization and assure you that we are sincerely interested in your qualifications. A clear understanding of your background and work history will aid us in placing you in the position that best meets your qualifications and may assist us in possible future upgrading.

PERSONAL INFORMATION

* Date

* Name
Last First Middle

* Address
No. Street City State Zip

* Social Security No. Telephone No.

* Are you eligible for employment in the USA?
Are you eligible for employment in the USA? State age if under 18

* Have you ever been convicted of a felony?
Have you ever been convicted of a felony?

EMPLOYMENT DESIRED

* Position applying for Rate of expected pay

Were you previously employed by us? If yes, when?

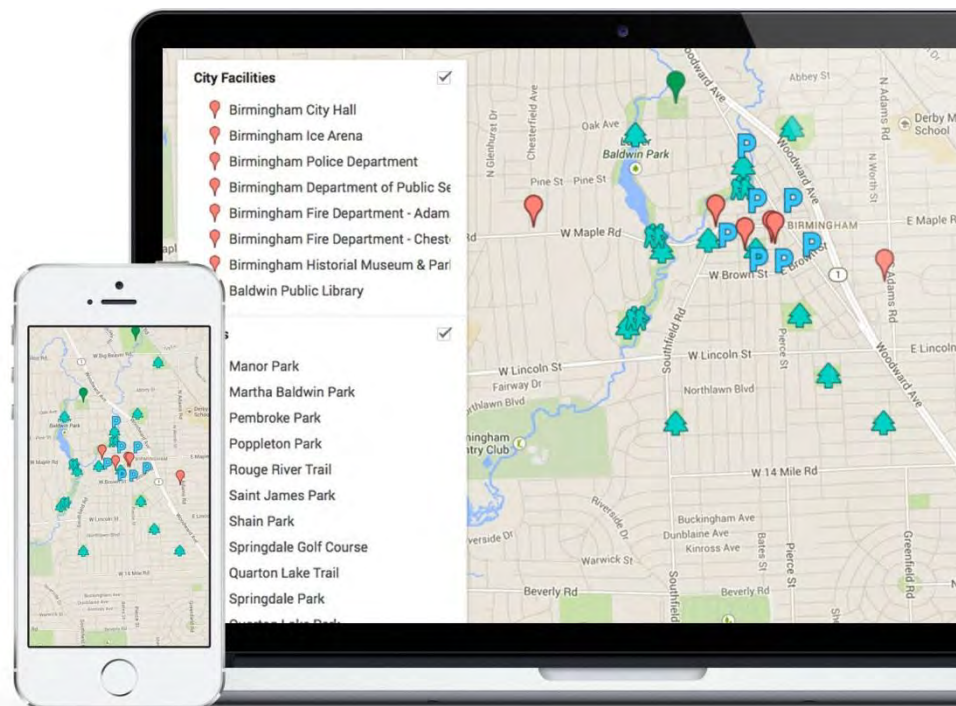
If your application is considered favorably, on what date will you be available for work?
If your application is considered favorably, on what date will you be available for work?



INTERACTIVE MAP

Navigate With Ease

Not only does the Revize CMS ensure that your site is easy for visitors to navigate, we've made it even easier for them to navigate the real world surrounding your location. Specific buildings, parks, bike paths, mass transit stations, nearby businesses, tourist attractions, parking lots, voter polling locations, and more are incredibly easy to identify with the familiar Google Maps highlighted with Pins



Return to Agenda

Proposal for The County of Wasco, Oregon

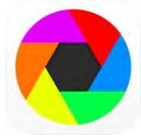


PHOTO GALLERY

Eye-Catching

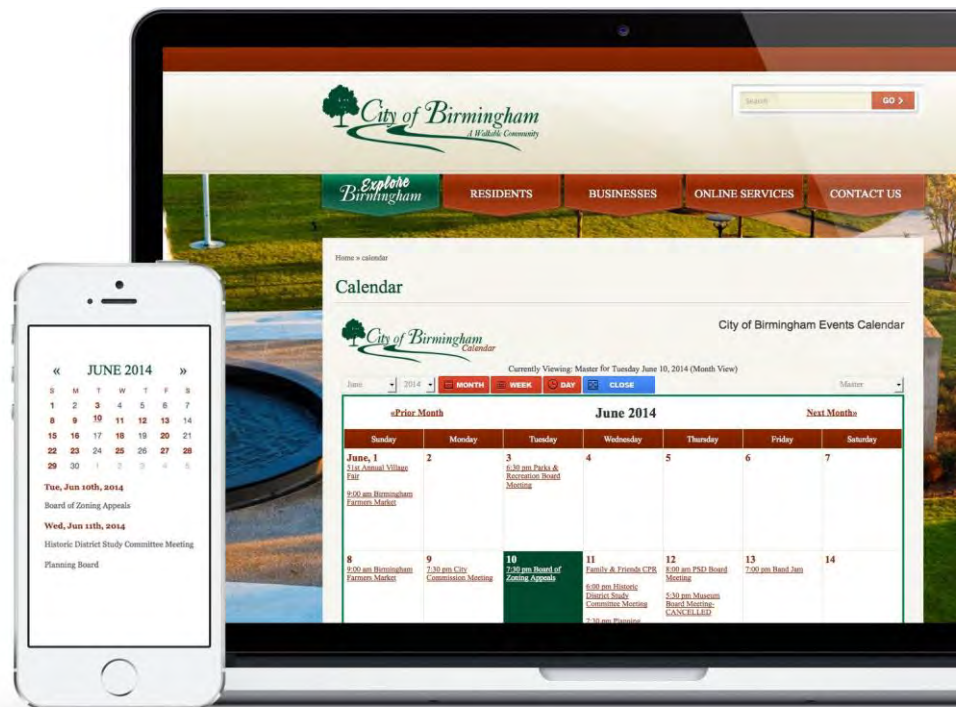
A picture is worth a thousand words and photos are a proven way to increase the amount of time people spend on any given website. Great for showcasing photos or videos of events in and around your community, the Photo gallery has a slider to scroll through photos and also has thumbnails for each picture with On/Off features.



Calendar App

Intuitive and Robust

The Master/Sub Calendar provides an easy-to-use tool to enhance usability and encourage the communication of events both internally and externally. It provides visibility and transparency into activities, meetings, and events with a visually appealing display and easy to find event contact information. The ability to insert recurring events saves time by allowing you to create the event once then repeat automatically; great for Board and City Council meetings.





BUSINESS DIRECTORY

Ideal for municipalities, chambers of commerce or any membership organization, this module allows you to easily create and maintain a searchable directory for either members or businesses within the website. Listings can be added, removed and categorized by non-technical staff in a simple table interface.



E-MAIL NOTIFY

Many of our municipal clients include an email notification option on their Meeting Minutes and Meeting Agendas pages so that interested citizens can sign up for automatic updates anytime there is a new posting.



NEWS CENTER WITH FACEBOOK INTEGRATION

Website visitors can see all the news stories in a given time frame on one full page of the website, they can click on subjects and get the full details of any specific news event. Users can also subscribe to news and press releases through email, RSS Feeds, Facebook and Twitter.



ONLINE FORMS

Using this module, you can create -- from scratch -
- an unlimited number of online forms on any page of your site using various field options such as long answers, radio buttons, drop-down lists, multiple choice, etc. Having online web forms provides a quick and easy alternative for users to communicate with you and provide important feedback, opinions or complete tasks online. These forms can be used to have web visitors contact you with questions, comments and requests, give feedback, volunteer, or to sign-up for various events, activities or programs.



QUICK LINKS

The Quick Links module allows site visitors to navigate to their areas of interest, much like FAQs.

Examples for users:

Where do I...Get Registered for Summer Camp

Where do I...Get a Marriage License



SHARING APP

Provides a one click drop down to multi-social media and utility buttons. A common widget used on the web, it is intuitive and easy to use.



SLIDING FEATURE BAR

This feature is a mainly for visual appeal. It helps to break up pages with an interesting slide bar that can be populated with any subjects or areas that you want to draw attention to. For example, you may want to feature Parks & Rec, Landmarks and Tourist Attractions



TRANSLATOR

Revize integrates the Google Translator into your website templates and translates from English to over 40 other international languages. Provides users a large visual display at the top of the web page to choose any language to convert the text into.

Citizen's Engagement Center Apps



CITIZENS REQUEST CENTER

This app allows customers, residents, participants, students, or any website visitor to post requests online. By the use of a drop down menu, individuals can forward the request, idea, or comment to the party of interest. That item is then forwarded via email to the proper recipient. You can add or delete department names as well as individuals in the drop down menu at any time. Captcha is integrated to ensure each request is genuine and not created by a computer.



CITIZENS REQUEST TRACKER

This app allows customers, residents, participants, students, or any site visitor to post requests online. Tracking those requests, along with your organization's response thereto, couldn't be easier using the Revize platform. Users can sign themselves up, create a Login ID and Password, then post a request and track the progress through completion. The request tracker can be used for any type of interactive communication where the client wants multiple individuals to be able to post, track, and resolve any type of request.



CITIZEN CONNECT

This app helps open up the lines of communication between administrators and their constituents, increasing transparency and constituent interaction. It is a blog that features the option to allow constituent comments for feedback (comments can be moderated before being published to the website).



PARKS RESERVATION

This app allows the display of parks shelters and their amenities and to manage their availability to the public. A website visitor can search for facilities by type available, review the amenities for each facility and easily reserve the facility including the option to pay for its use.

Return to Agenda

Proposal for The County of Wasco, Oregon



ONLINE BILL PAY

Allows clients to set-up secure on-line payment processing for credit card transactions. Can be used for utility and tax payments; Purchasing items on-line; or making donations to non-profit organizations.



RSS FEED

Site visitors will be eating out of the palm of your hand with our RSS feeds module. Revize's CMS allows customers to generate RSS (Real Simple Syndication) feeds for any genre of news or events. RSS feeds are a trusted way to communicate important information to site visitors while ensuring that they remain engaged with your organization and regularly return to your site.

Staff Productivity Apps



AGENDA POSTING CENTER

Using this app, you can upload agendas, meeting packets, meeting minutes, proposals for review, and more, all into one area on your website for easy access and review before, during, or after each meeting. Old meeting agendas and information are archived per meeting for quick access at any time.



JOB POSTING APP

This app allows you to post a job and receive resume submissions online. Candidates can fill in all the fields and submit the job application online. Once the job application is submitted, a link to the filled in application form will be emailed to the responsible HR person which they can view, print and file for their records.



IMAGE MANAGER

Allows approved staff to upload images from their computer or network folders. This very simple interface allows you to upload new pictures and stores uploaded pictures for reuse. Each department can create their own image folders and organize image libraries by department. Also, obsolete images can be deleted from the image library.



INTRANET

Provides a Dynamic CMS-enabled area with secure login to build out an entire Intranet for employee specific information only. It benefits your employees to have an internal organization landing page that can be updated with news, events, alerts and many of the same modules used on the extranet.



LINK CHECKER

When a new link is created, the Revize system checks if the URL (link) is valid or not. If not, an error message will be displayed. This benefits the Content Editor by double checking bad links before they are saved on your website.



MENU MANAGER

Allows approved content editors to add or edit site-wide top navigation, department or section specific links (e.g. left or right navigation). This feature gives you control to change and update the Navigation menus of your website for continuous improvement.



NEWS LETTER APP

The system allows non-technical staff to build attractive, informative newsletters and disseminate them with one click to everyone on your distribution list. Activity metrics include emails sent successfully to help you validate email addresses. The application provides the ability to import contact lists, upload images, add groups, assign contact lists to groups, as well as export lists.



ONLINE FORM BUILDER

Having online web forms provides a quick and easy alternative for users to communicate with you and provide important feedback, or complete tasks online. These forms can be used to have web visitors contact you with questions, comments and requests, give feedback, volunteer, or to sign-up for various events, activities or programs.



WEB CONTENT ARCHIVING

Your site history will never be a mystery because all content edits for your site are archived on the Revize CMS database. Your content editors can click on the History button to view previous versions of a particular page or content block from your site.



WEB CONTENT SCHEDULE

This feature eliminates the possibility of having dated or past events being promoted on your site AFTER the event has passed, thus potentially undermining the perceived accuracy and currency of the site's content in the minds of your audience.

Site Admin & Security Apps



AUDIT TRAIL

This is a powerful administrative tracking tool that provides reports on the content change activities of any webpage within the system. The administrator can gauge how often the site is updated, which departments are most active; and also use the audit trail for recovery of data if necessary.



AUTO SITEMAP TOOL

Revize CMS provides this tool to automatically generate a sitemap. Anytime a new page is added or deleted from the system, the sitemap will republish to show the change. An up-to-date sitemap is very critical to boost the ranking of your website in different search engines.



HISTORY LOG

Administrators can view all the archived versions of any web page and restore any old/archived page. It is a very useful feature for referring to any archived legal documents or press releases. .



ROLES/PERMISSION SETUP

Our CMS uses a role based authentication system where you can add individual user accounts and assign them system roles like Editor, Developer, Administrator, Workflow Approvers etc., or you can add roles for each department and assign department-specific roles to each user.



SECURE SITE GATEWAY

Provides a secure login area for either users of an intranet or users to access information not available to the general public. Once users are set-up with a secure login ID, they can manage their own password changes as necessary.



WEBSITE STATISTICS

Revize integrates Google's Web Analytics tool to track number of site visits, website traffic sources, etc. Your website administrator can run various reports to collect important data on the usage of your website.



WORKFLOWS BY DEPARTMENT

Provides a method for Supervisory Oversight of content updates. The process allows an authorized "approver" to compare the current page with the proposed new page content (side-by-side) for easy review and comparison.

Mobile Device and Accessibility Apps



ALT-TAGS

Use of alt tags for images, a required part of the Revize CMS image manager feature, allows vision impaired individuals to understand the content of the image.



FONT SIZE ADJUSTMENT

Provides the ability for users to change font size by clicking button to reach their desired size. Helps those with low vision to easily read information on your website.



RESPONSIVE WEB DESIGN

Revize uses pixel rendering Responsive Web Design to accommodate better viewing of text and graphics for any size screen, ie, smart phones, tablets, iPads and iPhones.

THANK YOU

Agenda Item
Proposed South Wasco Park and Recreation
District

- [Staff Memo](#)
- [Initiation Order 16-001](#)

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS
FROM: KATHY WHITE
SUBJECT: ENTERPRISE ZONE FUNDS DISTRIBUTION
DATE: 1/15/2016

BACKGROUND INFORMATION

At the January 6, 2016 meeting of the Board of Commissioners, representatives from the South Wasco Alliance, Wamic Rural Fire Foundation, and Wamic Boating Access Improvement Committee made a formal request for the initiation of proceedings for the formation of a park and recreation district to serve south Wasco County. In response to that request, the Board agreed to honor that request.

Several requirements had to be met, including the development of a legal description for the boundaries of the proposed district. Wasco County Surveyor Dan Boldt and Tycho Granville, GIS Coordinator, have prepared the description and a map of the proposed district and its boundary. Another requirement was the determination of whether the incorporated cities within the proposed boundary of the district wished to be excluded or included. Shaniko has provided a certified copy of its resolution asking to be included, and similar resolutions are expected from the cities of Antelope and Maupin before the Board meeting on January 20, 2016.

BEFORE THE BOARD OF COMMISSIONERS
FOR WASCO COUNTY, OREGON

IN THE MATTER OF INITIATING THE)
FORMATION OF SOUTH WASCO) ORDER 16-001
PARK & RECREATION DISTRICT)

WHEREAS, this matter came before the Wasco County Board of Commissioners, sitting as the governing body for Wasco County, Oregon during a regular business session convened at the Wasco County Courthouse, The Dalles, Oregon, upon the request of South Wasco Alliance, Wamic Rural Fire Foundation, and Wamic Boating Access Improvement Committee;

WHEREAS, the request is that this Board of Commissioners consider initiating the process for the possible formation of a Park & Recreation District under ORS Chapter 266, and as authorized by ORS 198.835;

WHEREAS, this request for formation does not include a proposed permanent rate limit for operating taxes;

WHEREAS, ORS 198.835 authorizes the Wasco County Board of Commissioners to initiate formation of a Park and Recreation District in accordance with the procedures set for in ORS 198.705 to 198.955;

WHEREAS, pursuant to ORS 198.835, Wasco County may initiate formation of a district entirely within the County through an order setting forth the County's intent, the name and boundaries of the District and the date, time and place of the public hearing on the proposal; and

WHEREAS, after listening to members of the public who would be electors within the

boundaries of the proposed district, volunteers representing the organizations requesting formation, and further, recognizing that granting the request could save time and expense for those who would benefit from the creation of such a district, it appears to the Board of Commissioners that: 1) the proposed boundaries of the park and recreation district are entirely within Wasco County; 2) the three cities located within the proposed district, Antelope, Maupin, and Shaniko have provided certified copies of resolutions stating their intention to be included within the district; 3) the name of the district, if approved, would be South Wasco Park & Recreation District; and 4) the boundaries of the proposed district are as follows:

Beginning at the Northeast corner of Section 1, Township 4 South, Range 10 East, Willamette Meridian; Thence westerly 10 ½ miles, more or less, along the common boundary of Hood River County and Wasco County to a point on the Clackamas County boundary; Thence southerly along the common boundary of Clackamas and Wasco Counties 10 miles, more or less, to the Northwest corner of the Warm Springs Reservation, of the Confederated Tribes of Warm Springs, as delineated by the McQuinn Line; Thence southeasterly along said McQuinn Line 34 miles, more or less, to the main channel of the Deschutes River in Section 28, Township 6 South, Range 14 East; Thence southerly up the main channel of the Deschutes River 14 miles, more or less, to the common boundary of Jefferson and Wasco Counties; Thence easterly along said County line and township line between Townships 8 and 9 South 35 miles, more or less, to the intersection with the main channel of the John Day River; Thence in a generally northerly direction along the main channel of the John Day River to the intersection with the township line between Townships 5 and 6 South of the Willamette Base Line; Thence westerly along the South line of Township 5 South 11 miles, more or less, to the middle of Buck Hollow; Thence northwesterly down the middle of Buck Hollow to the intersection of Buck Creek and the main channel of the Deschutes River in Section 35, Township 3 South, Range 14 East; Thence down the main channel of the Deschutes River to the section line between Sections 23 and 26, Township 3 South, Range 14 East; Thence westerly along section lines 10 ¼ miles, more or less, to the Southwest Corner of Section 19, Township 3 South, Range 13 East; Thence northerly along the range line 1 ½ miles to the East ¼ Corner of Section 13, Township 3 South, Range 12 East; Thence westerly 2 miles to the East ¼ Corner of Section 15, Township 3 South, Range 12 East; Thence southerly ½ mile to the Southeast Corner of said Section 15; Thence westerly ¾

mile to the West 1/16 Corner of said Section 15; Thence northerly ¼ mile to the Southwest 1/16 Corner of said Section 15; Thence easterly ¼ mile to the South 1/16 Corner of said Section 15; Thence northerly ¼ mile to the Center 1/4 Corner of said Section 15; Thence Westerly 3 ½ miles to the West ¼ Corner of Section 18, Township 3 South, Range 12 East; Thence northerly along the range line 2 ½ miles to the Northeast Corner of Township 3 South, Range 11 East; Thence westerly along the township line 6 miles to the Eastern boundary of Hood River County; Thence southerly 6 miles along the common boundary of Hood River and Wasco Counties to the point of Beginning, all in the County of Wasco and State of Oregon.

NOW THEREFORE, it is hereby ordered as follows:

1. It is the intention of this Board of Commissioners to accommodate the request as described above, by making and entering this Order initiating the formation or attempted formation of South County Park & Recreation District.
2. The hearing or hearings and election on the proposed formation and election of board members for the district shall be conducted as provided by ORS 198.800 to 198.825.
3. A public hearing on the question of formation of the South County Park & Recreation District will be held February 18, 2016 in Room 302 of the Wasco County Courthouse, 511 Washington Street, The Dalles, Oregon , as required by ORS 198.800. This date is not less than 30 days from the date of the entry of this order and not more than 50 days from said date.
4. If the Wasco County Board of Commissioners finds at this public hearing that the criteria established by applicable law are satisfied, it will then enter an order so declaring, which order will also fix a place, and a time not less than 20 nor more than 50 days after the date of the order, for a final hearing.

5. Pursuant to ORS 198.810, if written requests for an election are filed at or before the final hearing by not less than 15 percent of the electors or 100 electors, whichever is the lesser number of electors registered within the proposed district, an election on the question of formation will be ordered by the Wasco County Board of Commissioners. If the number of requests by electors is insufficient, the Wasco County Court will enter an order creating South Wasco Park & Recreation District and calling for an election of the first board of directors of the new district.

6. Notice of this hearing shall be posted in at least 3 public places within the proposed district and be published by two insertions in The Dalles Chronicle, prior to the date of the hearing. The notice shall state the purpose for which the district is to be formed, the name and boundaries of the proposed district, the time and place of the hearing on the proposed formation, and that all interested persons may appear and be heard. [ORS 198.800(2)].

7. The Board of Commissioners has conferred with all cities within the proposed boundary and certified copies of the Resolutions from the City Councils of Antelope, Maupin and Shaniko consenting to be included in the District are included and attached as Exhibits A, B, and C.

DATED this 16th day of March, 2016.

Wasco County
Board of Commissioners

APPROVED AS TO FORM:

Rod L. Runyon, Commission Chair

Kristen Campbell, Wasco County Counsel

Scott C. Hege, County Commissioner

ATTESTED TO:

Steven D. Kramer, County Commissioner

Kathy White, Executive Assistant

Exhibit A

CITY OF ANTELOPE

IN THE MATTER OF INCLUSION)
WITHIN THE BOUNDARIES OF THE)
PROPOSED SOUTH WASCO) R E S O L U T I O N
PARK & RECREATION DISTRICT .) No. _____

WHEREAS, the Wasco County Board of Commissioners intends to initiate the formation of a ORS chapter 266 District, hereinafter referred to as the “South Wasco Park & Recreation District” or the “District,” by adoption of an Order under the authority of ORS 198.835; and

WHEREAS, Wasco County would like to include the City of Antelope within the proposed District boundary; and

WHEREAS, it is understood and agreed that the South Wasco Park & Recreation District, if formed, will not include a tax base and will not have the power to levy a tax unless the tax is first approved by the voters of the proposed District; and

WHEREAS, being included within the boundaries of the proposed District will provide benefits to the health, well-being and economy of the City of Antelope; and

WHEREAS, ORS 198.835(3) requires that any city within the proposed boundaries adopt and provide a certified copy of a Resolution approving inclusion within the proposed boundary;

NOW, THEREFORE, IT IS HEREBY RESOLVED: That the City Council, as the governing body of the City of Antelope, does hereby approve the inclusion of the

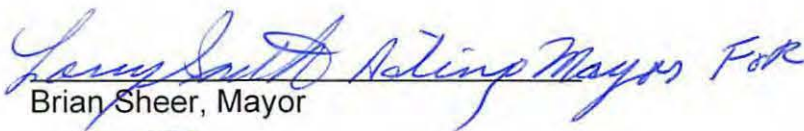
territory of the City within the boundary of the proposed South Wasco Park & Recreation District; and

IT IS HEREBY FURTHER RESOLVED: That the Mayor is authorized and directed to provide to the Wasco County Board of Commissioners a certified copy of this Resolution;

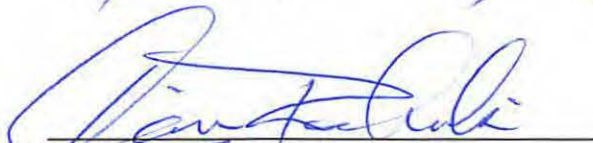
WITH 3 councilors voting in favor, 0 councilors voting no, and 0 councilors abstaining.

DATED this 13th day of January, 2016.

CITY OF ANTELOPE

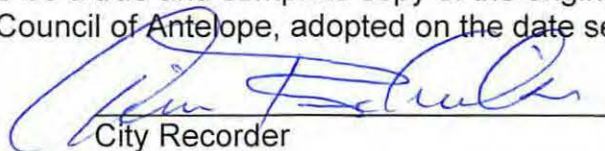

Brian Sheer, Mayor

ATTEST:


Tim Richards, City Recorder
TIM RICHARDSON

(For Certification of a Copy of this Resolution)

I hereby certify this to be a true and complete copy of the original of the Resolution adopted by the City Council of Antelope, adopted on the date set forth therein.


City Recorder

[Return to Agenda](#)

Placeholder for Exhibit B

City of Maupin Resolution

Exhibit C

CITY OF SHANIKO

IN THE MATTER OF INCLUSION)
WITHIN THE BOUNDARIES OF THE)
PROPOSED SOUTH WASCO) RESOLUTION
PARK & RECREATION DISTRICT .) No. 2016-1

WHEREAS, the Wasco County Board of Commissioners intends to initiate the formation of a ORS chapter 266 District, hereinafter referred to as the "South Wasco Park & Recreation District" or the "District," by adoption of an Order under the authority of ORS 198.835; and

WHEREAS, Wasco County would like to include the City of Shaniko within the proposed District boundary; and

WHEREAS, it is understood and agreed that the South Wasco Park & Recreation District, if formed, will not include a tax base and will not have the power to levy a tax unless the tax is first approved by the voters of the proposed District; and

WHEREAS, being included within the boundaries of the proposed District will provide benefits to the health, well-being and economy of the City of Shaniko; and

WHEREAS, ORS 198.835(3) requires that any city within the proposed boundaries adopt and provide a certified copy of a Resolution approving inclusion within the proposed boundary;

NOW, THEREFORE, IT IS HEREBY RESOLVED: That the City Council, as the governing body of the City of Shaniko, does hereby approve the inclusion of the territory of the City within the boundary of the proposed South Wasco Park & Recreation District; and

IT IS HEREBY FURTHER RESOLVED: That the Mayor is authorized and directed to provide to the Wasco County Board of Commissioners a certified copy of this Resolution;

WITH 4 councilors voting in favor, 0 councilors voting no, and 2 councilors ^{absent} ~~abstaining~~.

DATED this 11th day of January, 2016.

CITY OF SHANIKO

Goldie Roberts, Mayor (copy)
Goldie Roberts, Mayor

ATTEST:

Susan Paterson (copy)
Susan Paterson, City Recorder

(For Certification of a Copy of this Resolution)

I hereby certify this to be a true and complete copy of the original of the Resolution adopted by the City Council of Shaniko, adopted at a regularly scheduled meeting on the date set forth therein.

Susan Paterson
City Recorder