

**WASCO COUNTY BOARD OF COMMISSIONERS**  
**REGULAR SESSION / AGENDA WEDNESDAY, FEBRUARY 1, 2017**  
**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 from three to five minutes, unless extended by the Chair.

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

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

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

9:00 a.m.

**CALL TO ORDER**

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

- Corrections or Additions to the Agenda
- [Discussion Items](#) (Items of general Commission discussion, not otherwise listed on the Agenda: [Courthouse Lighting](#); [Blue Zone](#); [Appointments](#); [Letter re: Proposed Oregon Budget](#); [Transportation Funding](#))
- [Consent Agenda](#) (Items of a routine nature: minutes, documents, items previously discussed.): [Minutes-1.4.2017 Regular Session](#); [1.12.2017 Work Session](#); [Congratulatory/Appreciation Letters](#)

9:30 a.m.

[Clear Ballot Contract](#) – Lisa Gambee/Paul Ferguson/Mike Middleton

9:50 a.m.

[South Wasco Park & Rec District Deed Conveyance](#) – Lisa Gambee/Dan Boldt

10:00 a.m.

[Executive Session pursuant to ORS 192.660\(2\)\(d\) Labor Negotiations Consultations](#)

**COMMISSION CALL**  
**NEW/OLD BUSINESS**  
**ADJOURN**

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



WASCO COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION  
FEBRUARY 1, 2017

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

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

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

Ms. White asked to add the Natural Hazards Mitigation Plan update project to the Discussion List saying that Planning would like to have a Board representative participate in the project. She noted that some items had been added to the agenda since it was originally published – congratulatory letters to newly inducted elected officials within the County along with a letter of appreciation have been added to the Consent Agenda and transportation funding has been added to the Discussion List.

**Discussion List – Courthouse Lighting**

Facilities Manager Fred Davis stated that we are always looking for opportunities to improve energy efficiency and over the years have moved from incandescent lighting to fluorescent lighting and then to more efficient fluorescent lighting. He reported that BPA/PUD is offering a rebate program to subsidize the installation of LED lighting; we should receive \$7,500 to support this project.

Mr. Davis explained that we currently spend approximately \$2,000 annually on small

electrical repairs in the Courthouse, most of which is to replace ballasts in the fluorescent light fixtures. The new LED technology has ballasts within each tube. While we will need to have the current fixtures refitted to accommodate the new technology, once that is done, there will not be an ongoing need to replace the ballasts.

Mr. Davis went on to say that the current lighting uses 32 watts per tube; the LED replacements will be sized to match current output but will require only 19 watts. With over 790 fluorescents being replaced, we will save over 10,000 watts annually. Based on our hours of use, the tubes will last 18-19 years reducing the staff time required to replace burnt-out lights. He estimated a return on investment at approximately 12 years. He added that they will be sensitive to staff interruptions as the project moves forward.

Chair Runyon noted that the recommended quote is by far the best and has some protective clauses in the agreement. Commissioner Kramer expressed appreciation for the negotiations to reduce our costs. Mr. Davis stated that his staff will be able to handle the disposal in-house which allowed him to reduce the scope of the contract.

Commissioner Kramer asked if we have applied for the rebate. Mr. Davis responded that the contractor will handle that part.

**Commissioner Hege moved to approve the Personal Services Contract with Hire Electric for lighting conversion in the Wasco County Courthouse. Commissioner Kramer seconded the motion which passed unanimously.}}**

#### **Discussion List – Blue Zones**

Chair Runyon referenced the email from Representative John Huffman saying that there is a time limit on pledging financial support for the Blue Zones project; as of yesterday morning they were about \$15,700 short. The deadline was yesterday.

Commissioner Kramer reported that he had contacted Rep. Huffman to get an extension. Rep. Huffman was able to negotiate a one-day extension. He stated that as of this morning, the shortfall is \$13,600 with the potential of another \$5,000 being pledged by Providence. He went on to say that he supports the project and is leaning toward a County pledge for the first year only to fill the funding gap.

Chair Runyon asked if the City of The Dalles is participating. Commissioner Kramer replied that he has talked with each of The Dalles City Councilors. They could not meet the timeline for the current request but will be adding that conversation to their budgeting for years two and three.

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Commissioner Hege noted that once the commitment is made, funds are not due right away. Commissioner Kramer confirmed saying that the funds are not due until the end of the year. He said that the total commitment for the first year is \$200,000 followed by a \$300,000 commitment each year for years two and three. The contribution from the Blue Zones organization will be approximately \$600,000 for the first year and a little more than \$500,000 each year for years two and three – that is an investment in our community of more than \$1.6 million over three years.

Commissioner Hege expressed some concern regarding sustainability beyond the first three years. However, he said that he does not think it unreasonable that the City of The Dalles and the County work together to provide some funding. He stated that he anticipates an increase in the third Google enterprise zone initial payment and suggested that some of those funds could be allocated to the Blue Zones project. Commissioner Kramer responded that he thinks that could work well in years two and three.

Commissioner Kramer continued by saying that the County will be receiving some unanticipated revenue through solid waste hosting fees as Clark County will be trucking waste to our landfill while The Dalles Dam lock is closed for repairs and improvements. He suggested that those funds could be used to fill the current funding gap for the first year of the Blue Zones Project.

Finance Director Mike Middleton explained that we have already exceeded budget revenues by about \$100,000 in the solid waste fund. He noted that the additional unanticipated Clark County revenue is a one-time increase which would coincide with the one-time contribution to the Blue Zones project. These are general funds that can be allocated at the discretion of the Board and are out-of-County dollars.

Chair Runyon asked about a contribution from the City of The Dalles. Commissioner Kramer replied that he has talked to all of the councilors, three are ready to commit and all are open to the discussion.

Commissioner Hege asked if the project organizers want an upfront commitment for all three years. Commissioner Kramer replied that they are only looking for the first year commitment which will give us time to work on funding for years two and three. Commissioner Hege stated that while he does not have a problem using the host fees, he thinks it would be more appropriate to use the enterprise zone funds. He committed to working with the City of The Dalles to make the contribution jointly between the City and County. He said that he would back it using either pot of money but would prefer to use the enterprise zone funds.

Chair Runyon stated that he does not feel like he has enough information and would like to look into another extension. He stated that he is not comfortable donating to a city project as it would open the door to all the cities within the County looking for financial contributions to their projects; the County cannot afford that.

Commissioner Hege noted that that is one of the reasons it makes more sense to use the enterprise zone funds as the enterprise zone encompasses the City of The Dalles and its urban growth boundary. He stated that he thinks we will be getting some additional funds from the initial fee and feels that the City will be amenable to apply some of that additional money to the Blue Zones. He said that he would be happy to present that proposition to them.

**Commissioner Kramer moved to use Google Enterprise Zone funds not to exceed \$13,600 for a one-time contribution to the first year funding for The Dalles Blue Zones Project. Commissioner Hege seconded the motion.**

DISCUSSION

Commissioner Kramer noted that this is not just a City of The Dalles Project but is a collective project not only for Wasco County but for the region. Commissioner Hege stated that he supports the motion with the understanding that the County will work with the City of The Dalles to jointly fund the balance. Chair Runyon observed that in Klamath Falls the Blue Zones Project is supported entirely by private funding.

**Commissioner Kramer and Commissioner Hege voted “Yay;” Chair Runyon voted “Nay.” Motion passed.}}**

**Agenda Item – Clear Ballot Contract**

County Clerk Lisa Gambec reminded everyone that this topic has been before the Board previously. She reviewed earlier presentations saying that the County’s current 2007 vote tabulator has reached the end of its useful life. In exploring options for its replacement, she learned that many other counties in the State are moving to a software system that uses off-the-shelf hardware. Although, newer used equipment is available, County Administrator Tyler Stone was able to negotiate a nearly 50% reduction in the Clear Ballot start-up fee which made the system affordable for us. There will be an annual licensing and maintenance fee but that would be true for the tabulating machines as well. Another advantage is to the software is that it will remain current with updates each year.

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Commissioner Kramer commended Ms. Gambée on the work done to bring us to this point and said that he sees no reason to not move forward.

Mr. Middleton explained that there is a capital fund for just such purchases; for more transparent accounting, the funds will be transferred into the IT budget and the purchase made from there. He noted that the Board Packet contains a budget order for that transfer.

Commissioner Hege asked why there are all the redactions in the proposed contract. Ms. Gambée explained that Clear Ballot was not ready with a Wasco-County-specific contract so provided this one as a template. Ms. White added that the ask is for the Board to approve pending legal review/approval as the Clerk will need to get the software in place soon to be able to use it for the May election – a delay to the next Board session could be too long.

Commissioner Hege asked about the language referencing early adoption, noting that that are sometimes problems relating to the early adoption of technology. Information Services Director Paul Ferguson said that the system has been used successfully in many of the larger Oregon counties; some system changes had to be made for smaller counties which is how we got the designation as an early adopter. He said that he is not concerned about the technology. Ms. Gambée noted that Harney County is the first small county in Oregon to have purchased the software; at some point the company will not want to offer this special pricing.

Commissioner Hege asked about the support equipment. Mr. Ferguson replied that off-the-shelf components will need to be replaced periodically; the advantage to that is we won't be stuck with outdated equipment. He said that it is good to refresh hardware and it will be less expensive than a new tabulator.

Commissioner Hege asked about the first year costs. Mr. Ferguson stated that the initial hardware is included in the initial fee. He said that there could be just a few dollars saved by purchasing those ourselves but it is not substantial and not worth the time it would take to make the purchases. Ms. Gambée added that \$55,000 of the \$65,347 initial fee is for the license, the rest is to purchase the hardware. The initial fee also covers the first year maintenance fee; after that the fee for annual maintenance will be \$10,500. She said that the maintenance fee is quite a bit more than we are currently paying, but were we to upgrade to a newer tabulator, the maintenance fee would be comparable.

Commissioner Hege asked if the fees will go up each year. Mr. Ferguson replied that a 4% increase is not unusual; this contract includes a cap of 3% for increases.

Commissioner Hege said that looking at the total numbers for each option, this one is a little more than the others. He commented that in the longer term, this is probably not the most expensive choice. He pointed out that this will be more efficient and accurate which will bring cost savings. Ms. Gambée agreed noting that it is a much more transparent system and will take less staffing to run.

**Commissioner Kramer moved to enter into a contract with Clear Ballot pending legal approval. Commissioner Hege seconded the motion which passed unanimously.**

Ms. Gambée added that training is part of the deal and includes ballot design.

#### **Agenda Item – SWPRD Deed Conveyance**

Ms. Gambée introduced South Wasco Park and Recreation District Board members Frank Veenker, Brian Manning, and Valerie Manning along with Keith Mobley, attorney for SWPRD. She stated that it has been a long road to a solution for the failing boat ramp in Pine Hollow. She noted that an elected SWPRD Board is in place and seeking to apply for a Marine Board grant; they need to either own the property or have the permission of the owners to do the work. She explained that the County has committed to deed over their Pine Hollow property to SWPRD which includes the park at the north end and restrooms on the south end. She went on to say that Badger Irrigation District is willing to sign a 99-year lease for the property under the water which will avoid having to do a replat. She said that Mr. Mobley and County Surveyor Dan Boldt have done a great job negotiating the process. She stated that the deed before the Board today has a reversionary clause. She noted that the BID lease will also have a reversionary clause which is dependent on the ramp being completed by a certain date.

Mr. Veenker stated that he is in close contact with the Oregon State Marine Board; SWPRD will apply as soon as the documents are in place. Mr. Manning added that they have also worked with the Economic Development District to put the project on their Agora Platform to attract funding to help with the matching funds needed for a grant.

Commissioner Hege asked if the deed is for one ramp or both. Ms. Gambée replied that it is for all the County properties at the reservoir with the exception of the road leading in. Mr. Veenker added that they will be applying for grant money for both

ramps; the Marine Board has advised that there is funding available and has encouraged the SWPRD to apply. Mr. Manning observed that the south ramp is usable but in need of repair. Mr. Mobley added that the deed will likely provide the match for the grant funding.

**}}}Commissioner Hege moved to approve the Bargain Sale and Deed to South Wasco Park and Recreation District for the north and south access property at the Pine Hollow Reservoir. Commissioner Kramer seconded the motion which passed unanimously.}}**

#### **Discussion List - Appointments**

**}}}Commissioner Hege moved to approve Order 17-003 appointing Mike Woodside to the Wasco County Compensation Committee. Commissioner Kramer seconded the motion which passed unanimously.}}**

**}}}Commissioner Hege moved to approve Order 17-004 appointing Pat Ashmore to the NORCOR Budget Committee. Commissioner Kramer seconded the motion which passed unanimously.}}**

**}}}Commissioner Hege moved to approve Order 17-005 appointing Thelma Alsop to the Wasco County Fair Board. Commissioner Kramer seconded the motion which passed unanimously.}}**

**}}}Commissioner Hege moved to approve Order 17-006 appointing Rod Runyon as an alternate on the MCCOG Board of Directors. Commissioner Kramer seconded the motion which passed unanimously.}}**

**}}}Commissioner Hege moved to approve Order 17-007 recommending the appointment of David Staehnke to the MCCOG Budget Committee. Commissioner Kramer seconded the motion which passed unanimously.}}**

#### **Agenda Item – Transportation Funding**

Ms. White explained that the templates in the packet are for the Board's consideration to direct staff as to whether or not they wish to move forward with a similar resolution for Wasco County.

Public Works Director Arthur Smith said that Michael Eliason is the advisor to the AOC Transportation Sub-Committee and helped to draft the template. The resolution is to express support and let the legislature know this is important to counties. He

stated that he supports this action – the funding is crucial.

Commissioner Hege stated that he would like to see the AOC template tailored to Wasco County and have staff return with it for consideration at the next Board session.

**\*\*\*The Board was in consensus to direct staff to create a Wasco County resolution regarding State transportation funding for consideration at an upcoming Board session.\*\*\***

### Consent Agenda – Minutes/Correspondence

Commissioner Hege said that he thinks the letters to elected officials is a great idea.

**\*\*\*Commissioner Hege moved to approve the Consent Agenda. Commissioner Kramer seconded the motion which passed unanimously.\*\*\***

Chair Runyon called for a recess at 10:15 a.m.

The session resumed at 10:21 a.m. and Chair Runyon recessed to Executive Session pursuant to ORS 792.660(2)(d) Labor Negotiations Consultations.

The regular session resumed at 10:43 a.m.

**\*\*\*The Board directed Sheriff Magill to proceed with discussions within his department for the employee who has filed a grievance. The Board will provide a letter to document that direction.\*\*\***

Chair Runyon adjourned the session at 10:45 a.m.

### Summary of Actions

#### Motions Passed

- To approve the Personal Services Contract with Hire Electric for lighting conversion in the Wasco County Courthouse.
- To use Google Enterprise Zone funds not to exceed \$13,600 for a one-time contribution to the first year funding for The Dalles Blue Zones Project.
- To enter into a contract with Clear Ballot pending legal approval.
- To approve the Bargain Sale and Deed to South Wasco Park and Recreation District for the north and south access property at the Pine

**Hollow Reservoir.**

- To approve Order 17-003 appointing Mike Woodside to the Wasco County Compensation Committee.
- To approve Order 17-004 appointing Pat Ashmore to the NORCOR Budget Committee.
- To approve Order 17-005 appointing Thelma Alsup to the Wasco County Fair Board.
- To approve Order 17-006 appointing Rod Runyon as an alternate on the MCCOG Board of Directors.
- To approve Order 17-007 recommending the appointment of David Staehnke to the MCCOG Budget Committee.
- To approve the Consent Agenda:
  - 1.4.2017 Regular Session Minutes
  - 1.12.2017 Work Session Minutes
  - Congratulatory Letters
  - Letter of Appreciation

**Consensus**

- To direct staff to create a Wasco County resolution regarding State transportation funding for consideration at an upcoming Board session.
- The Board directed Sheriff Magill to proceed with discussions within his department for the employee who has filed a grievance. The Board will provide a letter to document that direction.

Wasco County  
Board of Commissioners

  
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Rod L. Runyon, Board Chair

  
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Scott C. Hege, County Commissioner

  
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Steven D. Kramer, County Commissioner

**WASCO COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION  
FEBRUARY 1, 2017**

**DISCUSSION LIST**

**ACTION AND DISCUSSION ITEMS:**

1. [Courthouse Lighting](#) – Fred Davis
2. [Blue Zones](#)
3. [Appointments](#)
4. [Letter re: Proposed Oregon Budget](#)
5. [Transportation Funding](#)

**Discussion Item**  
**Courthouse Lighting**

- [Staff Memo](#)
- [Personal Services Contract](#)

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**MEMORANDUM**

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**TO:** BOARD OF COUNTY COMMISSIONERS  
**FROM:** FRED DAVIS  
**SUBJECT:** COURTHOUSE LIGHTING  
**DATE:** 1/26/2017

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BACKGROUND INFORMATION

Following the Intermediate Procurement Rules, in October of 2016 contact was made with vendors requesting quotes to replace the existing Wasco County Courthouse fluorescent lighting with energy efficient LED lighting. We are also in position to receive a rebate through the local PUD. We estimate approximately 800 tubes would be replaced.

We contacted Hage Electric, Hire Electric, Doug Jenkins Electric and Extreme Electric about this project. Extreme Electric was unavailable, Doug Jenkins chose not to provide a quote, Hage Electric quoted \$49,501.64 and Hire quoted \$32,392. After selecting Hire as the successful quote we negotiated with Hire regarding disposal of some removed materials and arrived at a price of \$28,040.00. They will be replacing 816 fluorescent tubes or CFLs (compact florescent lights.)

**COUNTY OF WASCO  
PERSONAL SERVICES CONTRACT  
LIGHTING CONVERSION- 511 Washington Street**

THIS AGREEMENT is between the County of Wasco, an Oregon political subdivision (County), and Hire Electric, Inc.(Contractor). This Agreement shall be effective when signed by both parties.

**RECITALS**

- A Contractor has the training, ability, knowledge, and experience to provide services desired by the County.
- B. County selected Contractor to provide services pursuant to a solicitation process consistent with its public contracting rules.

**TERMS OF AGREEMENT**

**1. SERVICES TO BE PROVIDED**

Contractor shall begin services on February 1, 2017. Payment shall not be made for any other services without the written agreement by the County.

Contractor shall provide the services described in Contractor's proposal (Exhibit A to this Agreement). Contractor may have contact with the public in the course of performing this Agreement and shall maintain good relations with the public. Failure to maintain good relations with the public shall constitute a breach of the Agreement. The County may treat the failure to maintain good relations as a non-curable breach allowing the County to terminate the Agreement and to disqualify Contractor from future work for the County.

**2. TERM**

This Agreement shall expire, unless otherwise terminated or extended, on June 30, 2017.

**3. COMPENSATION**

County agrees to pay Contractor not to exceed Twenty Eight Thousand and Forty Dollars and 00/100 (\$28,040.00) for performance of those services described in Exhibit A inclusive of all parts, materials and supplies, for which payment shall be based upon the following applicable terms:

- A. Payment by County to Contractor for performance of services under this Agreement includes all expenses incurred by Contractor, with the exception of expenses, if any identified in this Agreement as separately reimbursable.
- B. An initial payment in the amount of up to \$14,020.00 will be made to Contractor based on the Contractor's invoice for materials and services.

- C. The balance of the payments will be made in installments based on Contractor's invoices and not more frequently than monthly. Payment shall be made only for work actually completed as of the date of invoice.
- D. Payment by County shall release County from any further obligation for payment to Contractor, for services performed or expenses incurred as of the date of the invoice. Payment shall not be considered acceptance or approval of any work or waiver of any defects therein.

**4. ASSIGNMENT/DELEGATION**

Neither party shall assign or transfer any interest in or duty under this Agreement without the written consent of the other.

**5. STATUS OF CONTRACTOR AS INDEPENDENT CONTRACTOR**

Contractor certifies that:

- A. Contractor acknowledges that Contractor is an independent contractor as defined by ORS 670.600 and not an employee of County, shall not be entitled to benefits of any kind to which an employee of County is entitled and shall be solely responsible for all payments and taxes required by law. Furthermore, in the event that Contractor is found by a court of law or any administrative agency to be an employee of County for any purpose, County shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Contractor under the terms of this Agreement, to the full extent of any benefits or other remuneration Contractor receives (from County or third party) as a result of the finding and to the full extent of any payments that County is required to make (to Contractor or to a third party) as a result of the finding.
- B. Contractor represents that no employee of the County, or any partnership or corporation in which a County employee has an interest, has or will receive any remuneration of any description from Contractor, either directly or indirectly, in connection with this Agreement, except as specifically declared in writing.
- C. Contractor is not an officer, employee, or agent of the County as those terms are used in ORS 30.265.

**6. INDEMNIFICATION**

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws. Acceptance of Contractor's work by County shall not operate as a waiver or release. Contractor agrees to indemnify and defend the County, its officers, agents, employees and volunteers and hold them harmless from any and all liability, causes of action, claims, losses, damages, judgments or other costs or expenses including attorney's fees and witness costs (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity which in any way arise from, during or in connection

with the performance of the work described in this Agreement, except to the extent that the liability arises out of the negligence of the County and its employees. Contractor's indemnification shall also cover claims brought against the County under state or federal workers' compensation laws. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, the illegality or invalidity shall not affect the validity of the remainder of this indemnification.

**7. INSURANCE**

Contractor and its subcontractors shall maintain insurance acceptable to County in full force and effect throughout the term of this Agreement. The insurance shall cover all activities of the contractor arising directly or indirectly out of Contractor's work performed hereunder, including the operations of its subcontractors of any tier.

The policy or policies of insurance maintained by the Contractor and its subcontractor shall provide at least the following limits and coverages:

**A. Commercial General Liability Insurance**

Contractor shall obtain, at contractor's expense, and keep in effect during the term of this Agreement, Comprehensive General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. The following insurance will be carried:

<b><u>Coverage</u></b>	<b><u>Limit</u></b>
General Aggregate	1,000,000
Products-Completed Operations Aggregate	1,000,000
Personal & Advertising Injury	1,000,000
Each Occurrence	1,000,000

**B. Commercial Automobile Insurance**

Contractor shall also obtain, at contractor's expense, and keep in effect during the term of the Agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$1,000,000.

**C. Workers' Compensation Insurance**

The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this Contract that are either subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers or employers that are exempt under ORS 656.126. Out-of-state employers must provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year. Contractors who perform work without the assistance or labor of any

employee need not obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than \$500,000 each accident.

D. Additional Insured Provision

The Commercial General Liability Insurance and Commercial Automobile Insurance policies and other policies the County deems necessary shall include the County as an additional insured with respect to this Agreement.

E. Notice of Cancellation

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the County. Any failure to comply with this provision will not affect the insurance coverage provided to the County. The certificates of insurance provided to the County shall state that the insurer shall endeavor to provide 30 days' notice of cancellation to the County

F. Certificates of Insurance

As evidence of the insurance coverage required by the Agreement, the Contractor shall furnish a Certificate of Insurance to the County. No contract shall be effected until the required certificates have been received and approved by the County. The certificate will specify and document all provisions within this Agreement. A renewal certificate will be sent to the above address 10 days prior to coverage expiration.

G. Primary Coverage Clarification

The parties agree that Contractor's coverage shall be primary to the extent permitted by law. The parties further agree that other insurance maintained by the County is excess and not contributory insurance with the insurance required in this section.

H. Cross-Liability Clause

A cross-liability clause or separation of insureds clause will be included in all general liability, professional liability, pollution, and errors and omissions policies required by this Agreement.

The procuring of required insurance shall not be construed to limit contractor's liability under this Agreement. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this Agreement.

**8. METHOD & PLACE OF SUBMITTING NOTICE, BILLS AND PAYMENTS**

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

**County:**

Tyler Stone, Administrative Officer  
Wasco County  
511 Washington Street, Ste 101  
The Dalles, OR 97058  
Business Phone: 541.506.2550

**Contractor:**

Jonathan Lewis  
Hire Electric, Inc.  
2700 West Second, Ave  
The Dalles, OR 97058  
Business Phone: 541.296.5574

Notices mailed to the address provided for notice in this section shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery.

**9. MERGER**

This writing is intended both as a final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both parties.

**10. TERMINATION WITHOUT CAUSE**

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

**11. TERMINATION WITH CAUSE**

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

1. If County funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services. This Agreement may be modified, or terminated, to accommodate a reduction in funds.
2. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement.

3. If any license or certificate required by law or regulation to be held by Contractor, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
4. If Contractor becomes insolvent, if voluntary or involuntary petition in bankruptcy is filed by or against Contractor, if a receiver or trustee is appointed for Contractor, or if there is an assignment for the benefit of creditors of Contractor.
5. If County determines that termination of this Agreement is in the best interest of the County.

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

- B. County, by written notice of default (including breach of contract) to Contractor, may terminate the whole or any part of this Agreement:
1. If Contractor fails to provide services called for by this Agreement within the time specified herein or any extension thereof, or
  2. If Contractor fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from County, fails to correct such failures within ten (10) days or such other period as County may authorize.

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

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

## **12. ACCESS TO RECORDS**

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

### **13. FORCE MAJEURE**

Neither County nor Contractor shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disabled, including but not restricted to, an act of nature or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the parties so disabled shall within 10 days from the beginning of the delay, notify the other party in writing of the cause of delay and its probable extent. The notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate the cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

### **14. NON-WAIVER**

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

### **15. NON-DISCRIMINATION**

Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor also shall comply with the Americans with Disabilities Act of 1990, ORS 659.425, and all regulations and administrative rules established pursuant to those laws.

### **16. ERRORS**

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

### **17. EXTRA WORK**

Only the County Administrative Officer may authorize additional work not described in Exhibit A. Failure of Contractor to secure written authorization for work not described in Exhibit A shall constitute a waiver of all right to adjustment in the contract price or contract time due to such unauthorized extra work and Contractor thereafter shall be entitled to no compensation whatsoever for the performance of such work.

### **18. ATTORNEY'S FEES**

In case suit or action is instituted to enforce the provisions of this Agreement, the parties agree that the prevailing party shall be entitled to such sum as the court may adjudge reasonable attorney fees and court costs, including attorney's fees and court costs on

appeal.

**19. GOVERNING LAW**

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

**20. COMPLIANCE WITH STATE AND FEDERAL LAWS/RULES**

Contractor shall comply with all applicable federal, state and local laws, rules and regulations, including, but not limited to, the requirements concerning working hours, overtime, medical care, workers compensation insurance, health care payments, payments to employees and subcontractors and income tax withholding contained in ORS Chapter 279B.

**WASCO COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Rod L. Runyon, Commission Chair

\_\_\_\_\_  
Scott C. Hege, County Commissioner

\_\_\_\_\_  
Steven D. Kramer, County Commissioner

**HIRE ELECTRIC, INC**

\_\_\_\_\_  
By: Daniel E. McHale, President

Approved as to form: \_\_\_\_\_  
Kristen Campbell, Wasco County Counsel

# Estimate



Date: 1/3/16

2700 West Second Street The Dalles, Or. 97058 CBB #10360

Phone (541) 296-5574 Fax (541) 296-2222

Estimate Submitted To: **Fred Davis, Facilities Manager**  
**Wasco County, 511**  
**Washington St, Ste. 101, The**  
**Dalles, OR 97058**

Project: **Wasco County Courthouse**  
**LED Lighting Retrofit**

ESTIMATOR	DATE OF PLANS	ATTENTION	JOB TELEPHONE	JOB NAME
Dan McHale	N/A		541-296-5574	Wasco Courthouse Lighting

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES TO FURNISH ALL LABOR AND MATERIALS AS FOLLOWS:  
ALL LABOR AND MATERIALS TO COMPLY WITH ALL STATE AND LOCAL CODES. PRICE TO INCLUDE:

- Relamping 247 - 4' fixtures throughout the building with Forest Lighting's T8T450, 5000k, 100-277V, 50-60hz (see attached cutsheet). 792 lamps total.
- Replacing 7 - 8' fixtures in the basement with new, Forest Lighting T8N450, 4' LED fixtures. 2 - 4'ers will replace each 8' fixture for a total of 14. (see attached cutsheet).
- Replacing 12 - 2' undercabinet task lights with Forest Lighting's T8N250 - 2' fixture. (see attached cutsheet).
- Replacing 10 - Large Compact Fluorescent lamps in historic lobby fixtures with Green Creative 97734 18.4A21/830/277 lamps. (see attached cutsheet).
- All new tombstones where necessary and quick connect wire connectors as required by code.

Price for the above reference work is **\$28,040.00**.

Please let me know if you have any questions or need assistance with the rebate application process.  
Disposal of lamps and ballast by the county. \$7,500 rebate available from NWPUD.

*50% Down Upon Acceptance / Balance Due at Completion.*

Acceptance of Estimate - **The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.**

Date of Acceptance: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

**IMPORTANT NOTICE TO OWNER ABOUT CONSTRUCTION LIENS ON REVERSE SIDE! PLEASE READ AND SIGN.**

**Note: This estimate may be withdrawn by us if not accepted with in 20 days.**

By: Dan McHale

## INFORMATION NOTICE TO OWNERS ABOUT CONSTRUCTION LIENS

OREGON HAS A CONSTRUCTION LIEN LAW. This law gives those who help to improve your property and provide materials and who ARE NOT paid for the work or materials, the right to ENFORCE THEIR CLAIM for payment against YOUR property.

OREGON LAW REQUIRES YOUR CONTRACTOR TO GIVE YOU THIS NOTICE if your contract price exceeds \$1,000.  
The purpose of this notice is to explain the basics of the construction lien law and to help you protect yourself.

YOU HAVE FINAL RESPONSIBILITY FOR PAYMENT OF ALL BILLS FOR THE IMPROVEMENTS OF YOUR PROPERTY. This is true if YOU:

- HAVE HIRED a contractor to build a new home:
- ARE BUYING a newly built home:
- ARE REMODELING or improving your property:

EVEN THOUGH YOU HAVE PAID YOUR CONTRACTOR IN FULL. THE CONSTRUCTION LIEN LAW (ORS Chapter 87) PROVIDES THAT YOU ARE STILL RESPONSIBLE FOR SEEING THAT ALL BILLS FOR MATERIAL, LABOR AND SERVICES ARE PAID. Unpaid subcontractors and suppliers may claim a lien against your property. You may have to pay the same bill again to remove the lien.

Before a lien can be claimed against your property, a Notice of the Right to Lien must be sent to you by a supplier for labor or material ordered by your contractor. You will probably receive the notice within ten days after the sender of the notice started working on your property or delivering material to be used on your property.

Any person who has sent you a notice of the Notice of the Right to Lien may file a claim of lien with the county recorder or clerk within 90 days after ceasing work or providing materials or 60 days after completion of construction, whichever comes first. This lien may result in a legal action to foreclose the lien. FORECLOSURE OF A LIEN MEANS THAT YOUR PROPERTY COULD BE SOLD TO PAY THE LIEN HOLDER.

*Caution: If you enter into a contract to buy a ready-built home or a partly-built home, you may not receive a Notice of the Right to Lien. Be aware that a lien may be claimed even though you have not received notice. You may want to ask your contractor or title insurance company about an ALTA title insurance policy based upon the receipt of lien waivers.*

### IF YOU RECEIVE A NOTICE OF THE RIGHT TO LIEN, TAKE THE NOTICE SERIOUSLY.

Let your contractor know you have received the Notice. Find out what arrangements are being made to pay the sender of the notice.

Here are some additional steps you may want to take to protect yourself.

- If you are dealing with a lending institution and you receive a Notice of the Right to Lien, ask your loan officer what precautions the institution takes when disbursing mortgage money to your contractor.
- If you are paying your contractor directly, request a current statement of labor and materials provided to your property from each party that has sent you a Notice of the Right to Lien. You should make this request in writing and send it by certified mail. The party sending the notice is required by law to respond to your request within 15 days from the date your letter is received. After you have received the statement, make your check payable jointly (name the contractor and the subcontractor or supplier as payees).
- OR ask your contractor for a lien waiver from each party who has sent a Notice of the Right to Lien.
- OR consider using the services of an escrow agent to protect your interests. If you are interested in this alternative, consult your attorney.

### WHEN IN DOUBT OF IF YOU NEED MORE DETAILS, CONSULT AN ATTORNEY. WHEN AND HOW TO PAY YOUR CONTRACTOR IS A DECISION TO WHICH YOU SHOULD GIVE SERIOUS THOUGHT.

If you find yourself in a "pay twice" situation, help may be available to you through the Builders Board. You may be able to file a claim with that agency. For more details about the assistance available through the Builders Board, you may write to:

Builders Board  
Department of Commerce  
403 Labor and Industries Building  
Salem, Oregon 97310-0310

Or call toll-free: 1-800-452-7813

Job site address: **Fred Davis, Facilities Manager Wasco County, 511 Washington St, Ste. 101, The Dalles, OR 97058**

This notice was furnished by:  
HIRE ELECTRIC, INC.

Contractor

10360

Builders Board Registration Number

1/3/16

Date

This notice was received by:

Property Owner

Date

The material in this notice is not intended to be a complete analysis of the law (ORS Chapters 87 and 7012).  
For more detailed information, contact your attorney.

## **Discussion Item**

### **Blue Zones**

- [John Huffman Email](#)

Good afternoon everyone,

I have been hearing a lot of chatter about the Blue Zones informational meetings tomorrow. Please, please invite/bring as many potential partners as possible. An yes, I am saying partners as in support in every way, including financial.

I wanted to share the good news below that Dan Boldt passed along this morning. The MCMC board has really stepped up to the plate to challenge the region to match the MCMC commitment. I believe a healthy community (which will be defined tomorrow) can pay dividends in so many ways to the health and growth of the Gorge region. I don't think this is a fad and I don't think it is smoke and mirrors. But I do know that it will not happen if we can't raise the additional \$100K. And a potentially powerful opportunity will be lost.

If your organization has already committed funds to Blue Zones then please go back and see if you can double that commitment. Also, if your organization has not passed a resolution to support Blue Zones then please do so. Time is short. We have been given until 1/31/17 to let Blue Zones know if we are in the running or not.

Thanks to all of you!

John

## **Discussion Item**

### **Appointments**

- [Mike Woodside Application](#)
- [Order 17-003 Appointing Mike Woodside to the Wasco County Compensation Committee](#)
- [Order 17-004 Appointing Pat Ashmore to the NORCOR Budget Committee](#)
- [Order 17-005 Appointing Thelma Alsup to the Wasco County Fair Board](#)
- [Order 17-006 Appointing Rod Runyon as Alternate to the MCCOG Board of Directors](#)
- [Order 17-007 Recommending David Staehnke to serve on MCCOG Budget Committee](#)

**INFORMATION AND QUALIFICATION FORM**

**WASCO COUNTY COMPENSATION COMMITTEE  
VOLUNTEER POSITIONS  
REPRESENTATIVE FROM  
WASCO COUNTY, OREGON**

**BACKGROUND**

The Wasco County Compensation Committee he county compensation board annually recommend a compensation schedule for the county elective officers mentioned in ORS 204.005.

The Committee will consist of 3-5 members meeting on an annual basis.

**APPLICATION**

Provide personal qualifications for the specific volunteer position.  
Supplementary information may be attached. Do not provide confidential information.

Name: MICHAEL K. WOODSIDE

Address: [REDACTED], ORE. 97058

Phone (home) [REDACTED] Phone (work) SAME

E-mail address: [REDACTED]

Signature: MK Woodside

Date: JAN. 1, 2017 Number of years as a Wasco County resident: 73

Your objectives/goals? Desired contributions and accomplishments? [REDACTED]

Education (school, college, training, apprenticeships, degrees, etc.)

OTI - ASSOC. IN ACCOUNTING Date(s): [REDACTED]

\_\_\_\_\_ Date(s): \_\_\_\_\_

\_\_\_\_\_ Date(s): \_\_\_\_\_

\_\_\_\_\_ Date(s): \_\_\_\_\_

Experience (work, volunteering, leadership roles, achievements etc.)

NELSON & ROOPER ACCOUNTING Date(s): 1967 - 1972

FIRST NAT'L BANK Date(s): 1965 - 1966

REAL ESTATE BROKER Date(s): 1972 - 2017

Date(s):

Vocational/professional licenses, awards, recognition, etc.)

Date(s):

Date(s):

Date(s):

Date(s):

General Comments: LOVE STILL WORKING.

Send completed form to:

Wasco County Public Works Department  
2705 East 2<sup>nd</sup> Street  
The Dalles OR 97058  
(541) 506-2640  
fax (541) 506-2641

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON  
IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE APPOINTMENT OF )  
MIKE WOODSIDE TO THE WASCO COUNTY ) ORDER #17-003  
COMPENSATION COMMITTEE )

NOW ON THIS DAY, the above-entitled matter having come on regularly for consideration, said day being one duly set in term for the transaction of public business and a majority of the Board of Commissioners being present; and

IT APPEARING TO THE BOARD: That vacancy exists on the Wasco County Compensation Committee due to the retirement of Duane Francis; and

IT FURTHER APPEARING TO THE BOARD: That Mike Woodside is willing and is qualified to be appointed to the Wasco County Compensation Committee.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Mike Woodside be and is hereby appointed to the Wasco County Compensation Committee to serve at the pleasure of the Wasco County Board of Commissioners.

DATED this 1<sup>st</sup> day of February, 2017.

WASCO COUNTY BOARD  
OF COMMISSIONERS

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Rod L. Runyon, Commission Chair

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Scott C. Hege, County Commissioner

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Steven D. Kramer, County Commissioner

APPROVED AS TO FORM:

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Kristen Campbell  
Wasco County Counsel

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON  
IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE APPOINTMENT )  
OF PAT ASHMORE TO THE NORCOR ) ORDER  
BUDGET COMMITTEE ) #17-004

NOW ON THIS DAY, the above-entitled matter having come on regularly for consideration, said day being one duly set in term for the transaction of public business and a majority of the Board of Commissioners being present; and

IT APPEARING TO THE BOARD: That Stephen Lawrence has declined his reappointment to the Northern Oregon Regional Correctional (NORCOR) Facility Budget Committee; and

IT FURTHER APPEARING TO THE BOARD: That Pat Ashmore is willing and is qualified to be appointed to the NORCOR Budget Committee.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Pat Ashmore be and is hereby appointed to the NORCOR Budget Committee; said term to expire on December 31, 2017.

DATED this 1<sup>st</sup> day of February, 2017.

WASCO COUNTY  
BOARD OF COMMISSIONERS

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Rod L. Runyon, Commission Chair

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Scott C. Hege, County Commissioner

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Steven D. Kramer, County Commissioner

APPROVED AS TO FORM:

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Kristen Campbell  
Wasco County Counsel

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON  
IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE APPOINTMENT OF )  
THELMA ALSUP TO THE WASCO COUNTY ) ORDER  
FAIR BOARD ) #17-005

NOW ON THIS DAY, the above-entitled matter having come on regularly for consideration, said day being one duly set in term for the transaction of public business and a majority of the Board of Commissioners being present; and

IT APPEARING TO THE BOARD: That a vacancy exists on the Wasco County Fair Board due to the resignation of Zach Harvey; and

IT FURTHER APPEARING TO THE BOARD: Thelma Alsup is currently serving as an appointed ex-officio member of the Wasco County Fair Board; and

IT FURTHER APPEARING TO THE BOARD: That Thelma Alsup has been recommended for appointment by the Wasco County Fair Board and is willing and is qualified to be appointed to the Wasco County Fair Board.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Thelma Alsup be and is hereby appointed to the Wasco County Fair Board; said term to expire December 31, 2019.

DATED this 1<sup>st</sup> day of February, 2017.

WASCO COUNTY  
BOARD OF COMMISSIONERS

\_\_\_\_\_  
Rod L. Runyon, Commission Chair

APPROVED AS TO FORM:

\_\_\_\_\_  
Scott C. Hege, County Commissioner

\_\_\_\_\_  
Kristen Campbell, County Counsel

\_\_\_\_\_  
Steve D. Kramer, County Commissioner

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE APPOINTMENT OF )  
ROD RUNYON TO THE MID-COLUMBIA COUNCIL ) ORDER  
OF GOVERNMENTS BOARD OF DIRECTORS AS AN ) #17-006  
ALTERNATE REPRESENTATIVE )

NOW ON THIS DAY, the above-entitled matter having come on regularly for consideration, said day being one duly set in term for the transaction of public business and a majority of the Board of Commissioners being present; and

IT APPEARING TO THE BOARD: That Mid-Columbia Council of Governments, through revisions to their bylaws; has modified Board membership to include one County Commissioner and one Alternate Commissioner; and

IT FURTHER APPEARING TO THE BOARD: That Rod Runyon is willing and is qualified to be appointed to the Mid-Columbia Council of Governments Board of Directors as Wasco County's alternate representative.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Rod Runyon be and is hereby appointed to the Mid-Columbia Council of Governments Board of Directors as Wasco County's alternate representative; said term to expire on December 31, 2018.

DATED this 1<sup>st</sup> day of February, 2017.

WASCO COUNTY  
BOARD OF COMMISSIONERS

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Rod L. Runyon, Commission Chair

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Scott C. Hege, County Commissioner

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Steve D. Kramer, County Commissioner

APPROVED AS TO FORM:

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Kristen Campbell  
Wasco County Counsel

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON  
IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF RECOMMENDING )  
THE APPOINTMENT OF DAVID STAEHNKE )  
AS WASCO COUNTY'S LAY REPRESENTATIVE ) ORDER  
ON THE MID-COLUMBIA COUNCIL OF ) #17-007  
GOVERNMENTS BUDGET COMMITTEE )

NOW ON THIS DAY, the above-entitled matter having come on regularly for consideration, said day being one duly set in term for the transaction of public business and a majority of the Board of Commissioners being present; and

IT APPEARING TO THE BOARD: That Wasco County is responsible for recommending an appointment of an individual to serve as their representative on the Mid-Columbia Council of Governments' (MCCOG) Budget Committee; and

IT FURTHER APPEARING TO THE BOARD: That David Staehnke is willing and is qualified for a recommendation to serve as Wasco County's Lay Representative on the MCCOG Budget Committee.

NOW, THEREFORE, IT IS HEREBY ORDERED: That David Staehnke be and is hereby recommended for appointment to the MCCOG Budget Committee.

DATED this 1<sup>st</sup> day of February, 2017.

WASCO COUNTY  
BOARD OF COMMISSIONERS

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Rod L. Runyon, Commission Chair

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Scott C. Hege, County Commissioner

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Steven D. Kramer, County Commissioner

APPROVED AS TO FORM:

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Kristen Campbell  
Wasco County Counsel

**Discussion Item**  
**Letter Regarding Proposed Oregon Budget**

- [Draft Letter](#)



**Re: Proposed Governor's Budget eliminating National Scenic Area Grants to counties. These funds are necessary for ongoing implementation.**

Dear \_\_\_\_\_,

As proposed, the Oregon Governor's Budget will eliminate all technical assistance grants provided by DLCDC except for those deemed necessary for coastal communities. Most critically for Gorge counties, this will **eliminate annual National Scenic Area grants** that have been received and relied upon for permanent staffing budgets since the early 1990's ordinance adoption dates - this includes \$45,000 to Wasco County each year. In staff time alone, the last two years of NSA grant reports included expenditures between \$50,000 and \$85,000 per year for each county.

NSA technical assistance grants are unique in that they are not project-based, and have been provided to support the State's ongoing agreement to implement the NSA Act. Loss of these funds would likely result in the land use review capacity being shifted back to the Gorge Commission for **all** planning related activities and private development in the NSA, detracting from our ability to prepare timely reviews of land use applications and reducing our ability to continue to provide our current levels of customer service.

Rescinding our ordinance and returning NSA implementation to the Gorge Commission would result in:

- A significant increase in land use applications processed by their limited staff capacity – bringing all new development to a halt
- A significant delay in timeliness of land use application review and decisions
- Requiring our residents to travel to White Salmon, Washington to apply for new development.
- A protracted three-step process for landowners requiring them to (1st) obtain Gorge Commission approvals, (2nd) obtain county approvals, and then (3rd) obtain building and septic approvals.
- A general willingness and need to not be compliant with NSA regulations; counties will experience a significant increase in unlawful activities and uses in light of extended review times and oversight.
- Loss of county-wide opportunity to participate in NSA grants for local business and community projects managed by MCEDD and OIB

- Unknown impacts to MCEDD and OIB if counties can no longer participate.

As we consider options, please note that retaining a local ordinance is necessary to ensure the following:

- Local decision making authority and discretion
- Local services for our residents
- Local control over timelines and quality of work
- Ability to participate and qualify for NSA economic development grant opportunities managed by the Mid-Columbia Economic Development District and Oregon Investment Board

Please help us in messaging to the Governor's Office how critically important it is for the Oregon counties to retain these annual grants.

Wasco County  
Board of Commissioners

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Rod Runyon, Commissioner Chair

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Scott Hege, County Commissioner

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Steve Kramer, County Commissioner

## **Discussion Item**

### **Transportation Funding**

- [AOC Resolution Template](#)
- [Jefferson County Resolution Template](#)

**AOC Draft of a Sample Resolution for Oregon Counties To Express Support for a  
2017 Transportation Funding Package**

WHEREAS, a well-maintained transportation system is necessary for a vibrant economy and the safe and efficient movement of people and goods;

WHEREAS, all sectors of Oregon’s economy rely on the transportation system to remain competitive and to connect to the marketplace;

WHEREAS, addressing the growing need for system-wide maintenance and modernization is essential to economic development in Oregon;

WHEREAS, Oregon’s counties maintain half of the bridges, over half of the non-federal road miles, and tens of thousands of culverts and other transportation facilities for the movement of goods and services around Oregon;

WHEREAS, according to the 2014 County Road Needs Study, Oregon’s counties face annual shortfalls of \$505,000,000 for maintenance, pavement preservation, and capital construction;

WHEREAS, XXXX County anticipates an annual shortfall of \$XXXXX ;

WHEREAS, in order to maintain our county roads, bridges, and culverts, and to preserve the investment in XXXX County’s transportation system, additional funding is necessary;

WHEREAS, the Legislature and the Governor have created the Joint Committee on Transportation Preservation and Modernization to develop a transportation funding package for the 2017 legislative session;

WHEREAS, the thousands of jobs and improved infrastructure created by a 2017 funding package will benefit Oregon’s economy and its workforce for decades to come;

WHEREAS, Counties would receive 30% of new funds brought in through a transportation funding package, allowing XXX County to address critical transportation needs such as  
xxxxxxxxxxxxxxxxxxxxxxxxxxxx;

NOW, THEREFORE, BE IT RESOLVED that the XXXXXXXX County Court/Board of Commissioners supports passage of a transportation package by the 2017 Legislature in order to maintain and preserve Oregon’s statewide transportation system.



NOW THEREFORE BE IT RESOLVED that the Jefferson County Board of Commissioners hereby:

Strongly support development of a Transportation Funding Package in the 2017 Legislative Session to generate needed revenue to invest in the maintenance, operation, capital construction, and safety of our transportation systems. Support and encourage participation of our legislative delegation in helping develop and pass a Transportation Funding Package. Support to our legislative delegation's efforts and vote to pass a Transportation Funding Package.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

BOARD OF COMMISSIONERS

Mae Huston, Commission Chair

Wayne Fording, Commission

Mike Ahern, Commission

**WASCO COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION  
FEBRUARY 1, 2017**

**CONSENT AGENDA**

1. Minutes:
  - a. 1.4.2017 Regular Session
  - b. 1.12.2017 Work Session
2. Letters
  - a. Congratulatory
  - b. Appreciation

## **Consent Agenda Item Minutes**

- [1.4.2017 Regular Session Minutes](#)
- [1.12.2017 Work Session Minutes](#)



WASCO COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION  
JANUARY 4, 2017

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

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

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

**Discussion List – Appointment**

**Commissioner Kramer moved to approve Order 17-001 appointing Kristin Dodd to the Wasco County Forest Collaborative Group Steering Committee. Commissioner Hege seconded the motion which passed unanimously.}}**

**Commissioner Hege moved to approve Order 17-002 appointing Mike Middleton to the QLife Budget Committee. Commissioner Kramer seconded the motion which passed unanimously.}}**

**Departments**

CLERK'S OFFICE

County Clerk Lisa Gambee reported that the newly elected Board for the South Wasco Park and Recreation (SWPRD) met. She thanked Commissioner Kramer for attending the meeting and providing guidance on process and procedure. She stated that Bill

WASCO COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION  
JANUARY 4, 2017  
PAGE 2

Brackman was elected as Chair, Frank Veenker as Vice-Chair. She noted that both men will go back on the ballot in May and if they are not re-elected, the SWPRD Board will have to select new officers. She stated that the SWPRD Board meets on the First Tuesday of each month from 3:30 p.m. to 5:30 p.m. at the Wamic Community Center.

Commissioner Kramer added that the Board is already active; they are working with the EDC to get on the Agora Platform to attract funding.

Ms. Gambee went on to report that the County's ballot tabulating equipment is coming to the end of its useful life. She stated that she and Mr. Stone began talking in October about the available options to replace the equipment. She stated that many counties are going to the Clear Ballot system and making their used equipment available for purchase. She stated that her first impression was that the Clear Ballot system would not be financially viable for Wasco County but Mr. Stone has negotiated a contract that would bring costs down to essentially what the used equipment would cost. She said that Multnomah County is already using Clear Ballot; she met with their staff for three hours to learn more.

Ms. Gambee continued by saying that she will probably return in February with a contract proposal; the system would have to be purchased in February in order to be ready for the May election. She noted that it is better to start the new system with a smaller election to work out the bugs. She asked that the Board send her any questions they would like answered by Clear Ballot.

Commissioner Hege asked if there is any funding available to help pay for the system. Ms. Gambee replied that unfortunately the last funding support was from the Help America Act which resulted from the Bush/Gore election issues. She observed that a lot of states and counties are facing aging equipment and unfunded, mandated processes. She pointed out that part of the appeal of Clear Ballot is that it is a one-time licensing fee of \$60,000 to \$65,00, then each year an annual fee of \$10,000. She added that this is an unplanned expenditure.

Mr. Stone stated that were we to purchase used equipment for approximately \$39,000, it would be an upgrade for us but would not get us into a better situation – equipment ages; this would be a software platform that would be updated annually.

Commissioner Hege asked how security for the software system compares to that of

the current hardware. Ms. Gambee replied that it is a stand-alone system; the software scans the ballot and sends the data to a server that is not connected to the outside. She stated that in essence, it is the same thing that we have now in terms of security. The company does security as they prepare so that everything works together but the system is not connected to the internet.

Commissioner Hege asked if any efficiency would be gained through Clear System. Ms. Gambee responded that the tabulation process will be impacted although some of the changes that have been recently implemented will be conducive to Clear System processes. She stated that this should allow us to handle more volume with less staff.

Chair Runyon asked that Ms. Gambee send along more information as it becomes available. Ms. Gambee stated she would send them some videos on how the system functions.

Ms. Gambee announced that the last training webinar for the new website will take place tomorrow. She said she hopes to have it publicly launched next month.

#### PLANNING DEPARTMENT

Planning Director Angie Brewer reported that they have hired Riley Martin as the new Assistant Planner; she spent a year working at the Columbia Gorge Commission on behalf of Klickitat County and is excited to be joining our staff. She added that she would like to spend some time with the Board at a Work Session to discuss, among other things, a replacement for Eden which will be discontinuing the portion of their system that is used by the Planning Department. Mr. Stone noted that this has been on radar for a while; we want a system that will allow us to tie permits to building codes.

**Consent Agenda – 11.2.2016 Regular Session/Public Hearing Minutes,  
11.10.2016 Hearing Continuation Minutes, 12.21.2016  
12.21.2016 Regular Session Minutes**

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

**Agenda Item – Dial-a-Ride Funding**

MCCOG Transportation Director Rich Eberle stated that he is here to discuss and seek approval for funding applications. He explained that the funding cycle is two years for the Link Transportation system funding. He reported that the Special Transportation Funding Committee has approved the funding's use to continue as it is currently being applied. He noted that the funding level is based on a State formula and is down by a little more than \$5,000 over the last biennium funding. He said that he does not anticipate a resulting reduction in services; they will tighten their belts a bit and he expects a discretionary fund will be made available later this year. He pointed out that the 10.27% match requirement will be covered through payments from the City of The Dalles and Medicaid transportation funding; the match has also been approved by the STF Committee.

Commissioner Hege asked for an explanation of the differences between the various funding streams. Mr. Eberle replied that 5310 funding is for capital improvements and preventative maintenance; 5311 is a program for rural transportation systems. He reported increased use of the LINK system over the past year; they are working hard to market the service. He added that he is working with the City of The Dalles to help them meet their goal to have a bus route in the City. The Dalles/Hood River run currently operates two days a week; he is working to increase that to three days a week.

**{{{Commissioner Kramer moved to approve Section 5310 Grant Application. Commissioner Hege seconded the motion which passed unanimously.}}}**

**{{{Commissioner Kramer moved to approve the Special Transportation Grant Application. Commissioner Hege seconded the motion which passed unanimously.}}}**

Chair Runyon asked that the Board receive a report when the funding is approved.

**Agenda Item – Columbia Gorge Operation Systems Comment**

Ms. Brewer stated that she did as much research as she could before drafting the comment letter included in the Board Packet. She reported that she read through their website but there is nothing for the scope of need. She added that she met with Pat Davis, Chair of the Watershed Councils Coordinating Board, Shilah Olson, District

Manager for the Wasco County Soil and Water Conservation District and Roger Kline, Executive Director of the North Wasco Public Utility District. She added that this process may be part of the Treaty Tribes/Canada-US negotiations. She said that she reached out to the Army Corps of Engineers but has not heard back. She stated that submitting this comment will preserve the County's ability to stay involved in the process. She pointed out that she made a comment for each category; it urges a high level participation from local communities especially for any changes to the current system.

The Board commended Ms. Brewer for her work. Commissioner Kramer commented that the letter sends a message that we want to be involved. Commissioner Hege asked if any of her contacts have reviewed the letter. Ms. Brewer replied that Ms. Olson is very supportive; the SWSWCD, PUD and the Watershed Councils will be submitting comments as well.

Mr. Stone stated that he takes responsibility for some of the more direct comments included in the letter; he wants to make sure the Board is aware of the comments and is in support of them before moving on the submission of the letter.

**\*\*\*The Board was in consensus to sign and submit the comment letter for the Columbia Gorge Operation Systems Environmental Impact Statement.\*\*\***

#### **Agenda Item – VSAC Bylaw Revisions**

Veterans Services Advisory Committee Secretary Mark Fortin explained that most of the changes to the bylaws are housekeeping items. He noted that the biggest change is to the Committee's purpose which they revised from history and preservation to shift focus to needs and funding. In addition, the duties of the officers have been modified to ensure quarterly reporting to the Board of County Commissioners. He added that the Committee wants to get more public involvement; Wasco County has approximately 3,000 veterans – we are currently working with approximately 1,700 of those veterans.

Chair Runyon suggested that they work with other local veterans groups in their outreach efforts. Mr. Fortin agreed saying that they already work with some of the other entities such as Klickitat County, Warm Springs, the Indian Council and the Employment Office.

Mr. Fortin went on to say that they have a vacancy on the committee and are seeking to fill that position. Meetings are at 3:00 p.m. on the first Friday of each month.

**Commissioner Hege moved to approve the revised Veterans Services Advisory Committee Bylaws. Commissioner Kramer seconded the motion which passed unanimously.**

#### **Agenda Item – Wasco County Building Codes**

Mr. Stone stated that this is an informational agenda item to bring the Board up to date with activity. He pointed out that the 11.30.2016 MCCOG memo is a request for the County to sign an agreement put forth by State Building Codes which includes a plan to work on moving forward. He explained that in 2007 the State was running the Building Codes program in Wasco County which they then transferred to MCCOG. At that time there should have been an agreement between the State and County for the provision of Building Codes services by MCCOG; however, neither the County nor the State can find any evidence that an agreement was discussed or executed.

Mr. Stone went on to say that the absence of a 2007 foundational agreement create a challenge as statute only allows the State to relinquish Building Codes to a city or county; the city or county may then contract those services to another entity. For the past ten years, the State has been sending agreements to MCCOG and accepting MCCOG's signature on those agreements; they are now asking the County to sign but we have no agreements in place that grant the Wasco County that authority or assign the County that responsibility.

Mr. Stone continued by saying that there would need to be a foundational agreement with the State and then a subsequent contract with MCCOG if the County were to continue to subcontract with MCCOG for services. He noted that the packet includes an agreement proposed by the State; not included in the packet is an agreement between the County and MCCOG – there is a draft of such an agreement but there is still work to be done on that document. The State has asked for a January 1<sup>st</sup> deadline for signing. MCCOG has requested an extension; there is a template in the packet for the County to request an extension but since we do not have the authority for the program; it is seems inappropriate to request an extension.

Chair Runyon noted that the transfer of authority for Building Codes occurred before the current Board of Commissioners' or the current MCCOG Executive Director's

tenure. He stated that liability issues are primary and a path forward needs to be clear. He observed that the State needs to be more helpful since the onus for the situation lies with them. Mr. Stone interjected that the County will ask for indemnification before moving forward; if we do not go forward, the program will revert to the State. He said that he is hopeful that it can be worked out between the three entities.

MCCOG Executive Director Bob Francis said it is difficult to fathom how the State allowed MCCOG to sign the original agreement. He stated that his concern any delays from the State as there are some large projects occurring in Wasco County. He said that he believes we can resolve any existing differences and move forward with an IGA between the County and MCCOG. The County has to have Building Codes whether it is through the State, MCCOG or some other entity.

Mr. Stone reported that County Counsel is reviewing this and will be talking to the State.

Commissioner Hege pointed out the space for initials located at the bottom of each page of the proposed agreement, asking whose initials would be applied there. Mr. Stone replied that that is a question that is still out there but his guess would be that it would be Mark Long with State Building Codes.

#### Commission Call/Board Chair

**{{{Commissioner Kramer moved that Commissioner Runyon remain Board Chair for the 2017 calendar year. Commissioner Hege seconded the motion which passed unanimously.}}}**

Chair Runyon noted that the MCCOG Board composition has changed from two members per county to one member and one alternate. He proposed that he become the alternate with Commissioner Kramer remaining as the member. He said that he is not asking for a decision today but wants to put forward the proposal for consideration.

**\*\*\*The Board was in consensus for Commissioner Kramer to remain as the appointed member on the MCCOG Board of Directors and for Chair Runyon to be appointed as an alternate on the MCCOG Board of Directors.\*\*\***

Further discussion ensued regarding the upcoming Strategic Planning Summit and the

good outcomes achieved in 2016 as a result of last year's Strategic Planning sessions. He noted that one of the objectives that came out of last year's sessions is outreach. He stated that the Board continues to hold Town Halls and public hearings outside of the County Seat; Commissioners attend meetings throughout the County and Department Directors are also reaching out to attend meetings in all areas of the County. This is an effort that has grown and will continue to expand. In addition, Wasco County Department Directors are taking on leadership roles throughout the State which amplifies the voice of our rural county. Mr. Stone agreed saying that communication will support collaboration.

Chair Runyon stated that another fulfilled objective is cross-functional teams to work on projects. Mr. Stone observed that one of the objectives of the upcoming Summit is to free up more time for Directors to work on these teams and allow leaders and staff to work together to accomplish great things; it is very exciting.

Chair Runyon adjourned the session at 10:23 a.m.

### Summary of Actions

#### Motions Passed

- To approve Order 17-001 appointing Kristin Dodd to the Wasco County Forest Collaborative Group Steering Committee.
- To approve Order 17-002 appointing Mike Middleton to the QLife Budget Committee.
- To approve Section 5310 Grant Application.
- to approve the Consent Agenda:
  - 12.7.2016 Regular Session Minutes
  - 12.8.23016 Work Session Minutes
  - Reappointments as attached – Exhibit A.
- To approve the Consent Agenda – Minutes: 11.2.2016 Regular Session and Public Hearing, 11.10.2016 Public Hearing Continuation, and 12.21.2016 Regular Session Minutes.
- To approve the Special Transportation Grant Application.
- To approve the revised Veterans Services Advisory Committee Bylaws.
- That Commissioner Runyon remains Board Chair for the 2017 calendar year.

**Consensus**

- **To sign and submit the comment letter for the Columbia Gorge Operation Systems Environmental Impact Statement.**
- **For Commissioner Kramer to remain as the appointed member on the MCCOG Board of Directors and for Chair Runyon to be appointed as an alternate on the MCCOG Board of Directors.**

Wasco County  
Board of Commissioners

\_\_\_\_\_  
Rod L. Runyon, Board Chair

\_\_\_\_\_  
Scott C. Hege, County Commissioner

\_\_\_\_\_  
Steven D. Kramer, County Commissioner



WASCO COUNTY BOARD OF COMMISSIONERS  
WORK SESSION  
JANUARY 12, 2017

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

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

At 11:24 a.m. Chair Runyon opened the Work Session for the Board of Commissioners with the Pledge of Allegiance.

**Wasco County Investment Policy**

Wasco County Finance Director Mike Middleton reviewed his monthly finance report (attached). He explained that because Interim Finance Director Debbie Smith-Wagar could not be in the office on a daily basis, she had been making monthly property tax entries. He explained that his staff is now making weekly entries but the long term goal is daily entries.

Commissioner Hege asked how the entries are processed through the Tax Collector's office. Mr. Middleton replied that the payments are made through the Tax Collector's office and are entered into their system; that information is transmitted to the Finance Office where they are posted to that system. He stated that he wants to reduce manual entries to reduce the opportunity for error.

Mr. Middleton went on to report that the audit is nearly complete; the auditor has all the information and should be able to provide an audit report by the end of January. Chair Runyon observed that there will probably still be a few issues from prior circumstances. Mr. Middleton replied that there will be a few findings but it is a good

WASCO COUNTY BOARD OF COMMISSIONERS  
WORK SESSION  
JANUARY 12, 2017  
PAGE 2

audit – unqualified. He went on to say that based on this year's audit process his team is creating an audit guide to help them better prepare for next year's audit.

Mr. Middleton reviewed a proposed investment policy (attached) saying that the current policy follows the basic statute requirements but nothing more. He explained that he based the proposed policy on the Oregon Short-Term Fund Board Investment template; the changes are his recommendations.

Commissioner Hege asked how many other counties are using something other than the state policy. County Treasurer Elijah Preston replied that most use something other than the basic State policy. He noted that there are a couple of counties that are doing this so well, other counties are having them invest on their behalf. He stated that it does not make sense for us as we are limited by the amount we have to invest. He also pointed out that there would be a cost to having another County invest for us. He said that he and Mr. Middleton will be meeting with staff from those counties to learn how they are investing.

Mr. Middleton continued by saying that some brokers require minimum investments for good returns; the larger the investment, the more incentive the broker has. He said that they are evaluating a couple of larger firms with government experience.

Commissioner Kramer asked what happens to the interest if we invest the Charter Reserve account funds – does the interest remain in that fund? Mr. Middleton replied that it would which is true for any investment that is made – the interest earned would remain in that fund. Any moneys not used once the Charter appeal is settled would be distributed to the County and taxing districts.

Mr. Middleton explained that he is not asking for a decision today but is seeking feedback on his recommendations in order to complete the policy before bringing to the Board for a decision. He reviewed each recommended revision individually (see below).

Commissioner Hege left at 11:55 a.m. to attend another meeting.

Chair Runyon asked why the County cannot invest in silver. Mr. Middleton replied that it would be speculating with no guaranteed return.

For Section VI, Mr. Middleton recommended a change to 2 ½ years to give us more flexibility. Mr. Stone asked if there is a safeguard. Mr. Middleton replied that the policy forces us into a ladder investment. Mr. Stone commented that he would want to know

WASCO COUNTY BOARD OF COMMISSIONERS  
WORK SESSION  
JANUARY 12, 2017  
PAGE 3

that there is a limit to the percentage of funds that can be invested. Mr. Middleton agreed, saying that it would be reported out to the investment committee.

Recommendations:

- Page 2 Section III Scope – Apply to all funds.
- Page 4 Section VI(1)iv) – Annual Review
- Page 3 Section V(3)(i) - Designated oversight: BOCC
- Page 3 Section V(3)(ii) Delegation of Authority – Finance Director and/or Treasurer
- Page 4 Section (3)(iii) Investment Committee – Treasurer as Committee Chair, Commissioner and public representative.
- Page 4 Section V(3)(iv) Remove this section
- Page 10 Section IX(1)(ii) Rate by two to allow for comparisons
- Page 11 Section IX(2)(i) Liquidity risk – 25% with 60 days maturity
- Page 11 Section IX(2)(ii) Portfolio Maturity – Under 60 days 25% or 3 months of total portfolio; Under 1 year 75% or 9 months of total portfolio; Under 3 years 100% of total portfolio
- Page 12 Section IX(3)(v) Maximum callable – 50%; maximum securities to 5 years
- Page 12 Section IX(3)(vi) 2 ½ years
- Page 13 Section XII(1) Guideline Measurement – Market
- Page 13 Section XIII(1) Quarterly reports to Investment Committee and Board of Commissioners
- Page 14 Section XIII(3) Quarterly

**\*\*\*The Board was in consensus to accept all Finance Director recommended change to the proposed investment policy.\*\*\***

Mr. Preston added that with the new procurement card system, the County will be using those cards to process more payments which will make us eligible for the rebate program. Mr. Middleton stated that we hope to get about 100 basis points as a rebate.

### Weather Closures

Mr. Stone stated that he wants to have a process in place for weather closures. Planning Director Angie Brewer noted that she has staff that live a considerable distance from work and need to know earlier when there is a closure. Mr. Stone added that the radio

stations need to have the information early in order to include it in their public service announcements. He asked if the entire Board wants to be part of that decision or just the Chair or if they want to delegate that authority to the Administrative Officer.

Chair Runyon stated that while he would be comfortable delegating that to the Administrative Officer, he does not think that the Administrative Officer should carry that responsibility alone. Commissioner Kramer proposed that the decision be made jointly by the Administrative Officer and Board Chair.

Chair Runyon noted that the Chair may not always be available and suggested that a Vice-Chair might be appointed or perhaps just the Administrative Officer and the Chair or other member of the Board.

**{{{Commissioner Kramer moved to place authority for County closures with the Administrative Officer and a member of the Board of County Commissioners, starting with the Board Chair. Chair Runyon seconded the motion which passed unanimously.}}}**

### **Planning Updates**

Planning Director Angie Brewer reported that there is progress on the Comprehensive Plan update; in February they will be ready to share a timeline for the public process – there will be meetings starting in April. She stated that Long Range Planner Kelly Howsley-Glover has done an audit of the current plan to identify items that are out of sync with the State plan. Chair Runyon asked that those items be made part of the public process.

Ms. Brewer went on to say that she is working with Information Services Director Paul Ferguson to make best use of the new website for a transparent process. She noted that Ms. Howsley-Glover's background in communication will be an asset for this process.

Ms. Brewer stated that it is starting to look like the Land Conservation and Development Commission (LCDC) will sponsor us for Voluntary Periodic Review. Mr. Stone asked how we might encourage them, suggesting that he could contact Policy Advisor Kate Sinner. Ms. Brewer replied that letters of support do not hurt.

Ms. Brewer said that LCDC staff will draft a recommendation and are leaning toward approval. She stated that we are in a good position to create the process and help our partners to improve along with us – LCDC staff like that message. They understand that with their focus on urban areas, they have neglected the rural counties. The hope is

that we can create documents that are ready to go, with a little tailoring, to meet local needs.

Ms. Brewer announced that the Gorge Commission has a listening session scheduled for January 17<sup>th</sup> at the Readiness Center. She asked if the Board wanted her to speak at that session. Further discussion ensued regarding representation at that session; it was determined that Chair Runyon would accompany Ms. Brewer to the session.

Ms. Brewer explained that the original letter regarding the DEQ grant for our abatement program states a \$75,000 request; that request was revised to \$42,000 to be in line with actual costs.

Ms. Brewer stated that FEMA maps are being updated with LIDAR data; those updates could change the location of the flood plains which will impact insurance. She said that her department wants to review their methodology and data to be able to prepare challenges and work with landowners. She said that we want to make sure citizens have the opportunity to be heard.

Ms. Brewer went on to say that FEMA was successfully sued by the Audubon Society which will likely result in new rules that could have significant implications for development in and near flood plains. She added that the Farm Bureau and builders are urging opposition and plan to challenge it. She expressed concern about the impact on roads and bridges.

Chair Runyon stated that FEMA should not make rules without consulting with stakeholders. Ms. Brewer said that FEMA's position is that it is a federal process and they did federal consultations; she added that Governor Brown wrote a strong letter on the issue.

### **Executive Session**

Mr. Stone reported that he just got off the phone with County Counsel on an urgent matter related to litigation.

At 12:56 p.m. Chair Runyon moved the Board into Executive Session per ORS 192.660 2(h) – to consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

At 1:08 p.m. Chair Runyon closed the Executive Session.

**{{{Commissioner Kramer moved to follow County Counsel's recommendation to**

**accept to enter into a joint defense agreement as part of our response to the Union Pacific Railroad litigation. Chair Runyon seconded the motion which passed unanimously.}}**

Commissioner Kramer commented that he would like to have a future conversation around the purpose of various county advisory committees and when it would be appropriate to give them direction for the County positions.

Chair Runyon adjourned the session at 1:15 p.m.

### Summary of Actions

#### Motions Passed

- **To place authority for County closures with the Administrative Officer and a member of the Board of County Commissioners, starting with the Board Chair.**
- **To follow County Counsel's recommendation to accept to enter into a joint defense agreement as part of our response to the Union Pacific Railroad litigation.**

#### Consensus

- **To accept all Finance Director recommended change to the proposed investment policy.**

Wasco County  
Board of Commissioners

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Rod L. Runyon, Board Chair

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Scott C. Hege, County Commissioner

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Steven D. Kramer, County Commissioner

## **Consent Agenda Item Letters**

- [Staff Memo](#)
- [Congratulatory Letters - Template](#)
- [Letter of Appreciation](#)

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**MEMORANDUM**

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**TO:** BOARD OF COUNTY COMMISSIONERS  
**FROM:** KATHY WHITE  
**SUBJECT:** LETTERS  
**DATE:** 2/1/2017

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BACKGROUND INFORMATION

In keeping with our County culture, it seemed appropriate to send congratulatory letters to citizens who were elected to local offices in the fall election. Those officials include:

- City of Antelope Council Members
- City of Antelope Mayor
- City of Dufur Council Members
- City of Dufur Mayor
- City of Mosier Council Members
- City of Mosier Mayor
- City of Shanido Council Members
- Public Utility Districts Directors
- Soil and Water Conservation District Directors
- South Wasco Park and Recreation District Directors



**BOARD OF COUNTY COMMISSIONERS**

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***Pioneering pathways to prosperity.***

Elected Official  
123 Wasco County Road  
Wasco County, OR

January 30, 2017

Dear Elected Official,

Congratulations on your recent induction to public office. Public service is a noble endeavor and we wish you great success in the work ahead.

As you prepare for the responsibilities and challenges of public office, we want to offer our assistance – our communities benefit when we collaborate. We look forward to working with you toward a higher quality of life for Wasco County residents.

Sincerely,  
Wasco County Board of Commissioners

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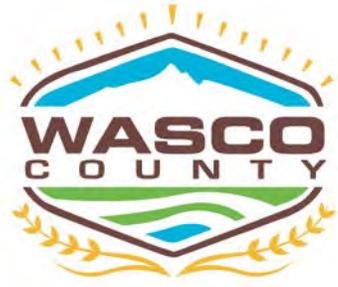
Rod Runyon, Chair

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Scott Hege, County Commissioner

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Steve Kramer, County Commissioner



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***Pioneering pathways to prosperity.***

Bill Lennox

[REDACTED]  
The Dalles, OR 97058

January 30, 2017

Dear Mr. Lennox,

Please accept our heartfelt gratitude for your years of service on the MCCOG Budget Committee as a representative of Wasco County. While budget work is not the glamorous side of volunteering, it provides the bedrock for any organization; without it, all the good work cannot continue. The time, experience and civic-mindedness you have brought to that work have been an asset to the community. You should be gratified to know that your replacement brings a similar dedication to the community.

Thank you again for your generous gift of time and talent.

Sincerely,  
Wasco County  
Board of Commissioners

\_\_\_\_\_  
Rod Runyon, Chair

\_\_\_\_\_  
Scott Hege, Commissioner

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

## **Agenda Item**

### **Clear Ballot**

- [Staff Recommendation](#)
- [Clear Ballot Quote](#)
- [Wasco County Agreement Template](#)
- [Resolution 17-001 Transferring Funds](#)



# Ballot Tabulation Evaluation and Purchase Recommendation

## OVERVIEW

One of the main duties of the County Clerk's office is conducting fair and transparent elections. Providing this service for the close to 16,000 registered voters of Wasco County requires the use of a ballot tabulator. Ballot tabulation equipment is expensive to purchase, typically has annual firmware and software licensing, plus maintenance agreements. The useful life of tabulation hardware is 8-10 years before either the machine has operational issues or the associated media becomes obsolete.

The State of Oregon Elections Office does not typically support election costs, and has only been able to provide assistance with the purchase of equipment when Federal funds were available through the Help America Vote Act (HAVA). This is how the County was able to purchase our ES&S 650 Tabulator for \$54,200 in 2007, with \$36,000 coming from HAVA funds. At 10 years old, the 650 Tabulator is coming to the end of its useful life.

In the fall of 2016, Lane County mentioned they would have several ES&S 850 Tabulators to sell at a substantially reduced price (\$39,000 versus \$100,000 new) due to their elections office switching to a new tabulation system from a company called ClearBallot. This prompted a discussion between the Clerk and the Administrative Officer on whether it would be a benefit to Wasco County to purchase their used 850 Tabulator. The Administrative Officer asked the Clerk to research tabulation systems as part of due diligence, especially given the cost of the expenditure. The research and recommendation follow.

The cost of purchasing a new tabulation system is an unplanned expenditure, and the cost to purchase will require final approval by the Board of County Commissioners to proceed.

## EVALUATION OF OPTIONS

Per Wasco County's contracting rules, Section 11 Intermediate Procurement (for purchases between \$5,000-150,000), three competitive quotes were obtained which are identified in **Table 1**. Additionally, Wasco County is exempted from following the competitive selection rules through Exemption 18, Cooperative Procurement Exemption, given that we would be purchasing under the Multnomah County price agreement; and Exemption 19, Sole-Source Procurement Exemption in that our recommendation is currently the only SaaS model available on the open market and approved by the Secretary of State. The quotes were obtained from



ES&S to purchase a new ES&S 450 Tabulator, from Lane County Elections to purchase their used ES&S 850 Tabulator, and from ClearBallot to purchase their ClearCount system. The table below summarizes these costs.

**Table 1: Tabulation Cost Comparison**

	ES&S 650 (current)	ES&S 450 (new)	ES&S 850 (used)	ClearCount – REVISED PRICING
Equipment cost	\$0. Tabulator is 10 years old (purchased in 2007 for \$54,200).	\$54,000	\$39,000 (includes steel cart/table, dust cover, one log printer, one audit printer, plus cleaning supplies, tools, etc)	\$65,347 Small County Hardware Kit (includes 2 scanners, router, cables, and 2 workstations) plus a one-time software license fee
Annual software license	\$1852	\$3675 (ERM)	\$3675	\$10,500
Annual maintenance	\$3010	\$2730	\$3995	\$0
Annual firmware license (machine)	\$342	\$1575	\$1775	\$0
Total first year	NA	\$61,980	\$48,445	\$65,347
Total each year after	\$5,204	\$7,980	\$9,445	\$10,500
Useful life	1-2 years	10 years	8-10 years	Perpetual
Total cost over 10 years (including purchase)	NA	\$133,800	\$133,450	\$159,847
Average over 10 years	NA	\$13,380	\$13,345	\$15,985
Cost in year 11, assuming useful life is done and a new system is needed	NA	\$54,000	\$100,000 (price new vs used)	No new purchase needed due to SaaS platform. Perhaps new scanners.

**The ES&S 450 Ballot Tabulator**

Election System & Software (ES&S) manufactures and services election tabulation equipment throughout the United States, and is who Wasco County purchased their 650 Tabulator from in 2007. Because the cost of a new 850 Tabulator is so expensive, ES&S has developed a smaller tabulator that has many of the same features of the 650 but at a lower purchase price



(\$54,000). Two disadvantages of this system is its slightly slower ballot counting speed, and it has not yet been certified/approved by the Oregon Secretary of State's office for ballot tabulation (this is expected sometime in 2017). Because the 450 is essentially the same as the 650, there would be little to no impact to our current election processes. Additional potential costs not outlined in the table above would include printers for the tabulator reports.

### Lane County ES&S 850 Ballot Tabulator

As mentioned in the overview, Lane County switched to ClearBallot's system in 2016. They were previously using the ES&S 850 Tabulator, which is the high-end tabulator from ES&S. The 850 has additional ballot sort capability, and onscreen ballot review. Because the 850 is essentially the same as the 650, there would be little to no impact to our current election processes. A bonus for the Lane purchase is the additional equipment Lane would include, such as the rolling cart and printers. A disadvantage of the purchase is that it's used equipment, having processed about 100,000 ballots previously. That being said, the purchase price of \$39,000 is substantially less than the purchase of a new ES&S tabulator (new price of an 850 is around \$100,000).

### ClearBallot System

The ClearBallot system has been developed within the past 10 years and is unique because it uses a software-as-a-service (SaaS) model. This means that rather than making a capital equipment purchase every 10 years or so, the County would pay a one-time licensing fee for access to the software. Subsequent to the purchase, there is an annual software licensing agreement that covers all upgrades to the system, and eliminates the need for firmware and maintenance agreements as is needed with capital equipment. In other words, Wasco County would never have to make a huge capital purchase again for tabulation equipment – we would simply replace the off-the-shelf scanners and computer components as needed.

In addition to the ClearCount tabulation system, the agreement includes the ClearDesign ballot design software so counties can design their own ballots. Wasco County currently pays Ryder Election Services \$2901.25 per election for this service.

When ClearBallot originally quoted their system to us in the summer of 2016, their price was roughly \$120,000 which would put them out of consideration. However, our Administrative Officer was able to negotiate a new price with them which is reflected in the cost comparison and puts their system within reach. This quote includes what they call "early adopter" pricing and would not remain in effect if Wasco County was to put the purchase on hold.

Because the ClearBallot system does impact election processes, a site visit to Multnomah County (502,541 registered voters) was done as part of due diligence. They have seen



## CLERK'S OFFICE

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*Pioneering pathways to prosperity.*

substantial savings in their election personnel costs because of the system and its simplicity, and say the transparency it provides into voter intent has been invaluable. We also had an extensive phone conversation with Harney County (4745 registered voters) who purchased the system for the 2016 elections. They have also seen personnel savings, and love the transparency the system provides. Other counties using the ClearBallot system include Washington, Linn, Lane, Coos, Josephine, Jackson and Klamath Counties (representing roughly 62% of Oregon voters).

### Additional Considerations

Security, transparency and disaster planning are important to elections planning. All three systems reviewed provide security from cyber-attacks as they are independent systems and not connected to the Internet. From a transparency perspective, ClearBallot has a clear advantage in that the online adjudication screens can be displayed easily for any election observers – they can see in real-time what is being reviewed on the ballot by the elections staff. The ES&S tabulators do not have this same capability. Most importantly though, the ClearBallot system is the only one that easily allows for disaster planning and recovery – in the event that an earthquake, fire or other event required the evacuation of the Courthouse, ClearBallot can be set up in another location and the election could continue. It would be almost impossible to move the ES&S tabulators in the event of an emergency.

## RECOMMENDATION

Given the negotiated pricing, the SaaS model (which means Wasco County will never have to make another huge capital expenditure on ballot tabulation equipment), and the additional considerations outlined above, it is recommended that we move forward with purchasing the ClearBallot system. A copy of the contract has been included for your review.

The timing of this decision is critical due to the limited time available to purchase either ClearBallot under the early adopter pricing, or the used equipment from Lane County. An immediate signing of the contract will enable us to install the ClearBallot system in time for our May 2017 Special District Election. It also allows us to get training on ballot design for one of our most complicated ballots, and implement the system during a typically lower election turnout.

One final note worth mentioning: a year ago, Wasco County developed and launched our new vision statement, *Pioneering Pathways to Prosperity*. Choosing an innovative, software-based solution that benefits Wasco County citizens is a prime example of this vision statement in action.

CLEAR BALLOT SOLUTION OVERVIEW & PRICE PROPOSAL  
PREPARED FOR WASCO COUNTY, OR

OCTOBER 24, 2016



DON DEFORD  
CLEAR BALLOT GROUP, INC.  
7 Water Street, Suite Seven, Boston, MA 02109

## INTRODUCTION

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Clear Ballot would like to thank the Wasco County for the opportunity to present our company and our solutions, as an introduction to the value we can bring to your Electoral Process. We are confident that after a thorough review you will see how Clear Ballot's solutions eliminate inefficiencies, improve transparency, and provides unparalleled confidence in your electoral systems in ways that were previously unattainable.

The purpose of this document is to provide context for Clear Ballot's approach, technology, and the unique vision we have for what vote tabulation systems should be. Clear Ballot allows jurisdictions to use or commercial off the shelf (COTS) hardware components for the scanning of voted ballots, significantly reducing the costs associated with proprietary systems, while providing greater flexibility and ending the cycle of hardware obsolescence.

Our state-of-the-art vote visualization engine allows administrators to access complete and verifiable ballot images in seconds. Paper ballots are handled once during the tabulation process and a complete digital catalog of all voted ballots can be viewed, analyzed and adjudicated quickly, securely, and with more certainty than ever before.

We appreciate the opportunity to work with you to explore the benefits Clear Ballot can bring to Wasco County. This document provides some important facts about Clear Ballot that you should be aware of, provides additional detail on our systems, and offers some budgetary guidance to help you make plans for the future.

If you have any questions about any of the information in this document, please don't hesitate to contact me directly.

Thanks again for the opportunity!

Don DeFord  
Regional Sales Director  
503-269-7224



# CLEAR BALLOT OVERVIEW

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## Mission

Clear Ballot was founded in 2009 in Boston, Massachusetts with a goal to develop a new class of solutions to help election administrators to stay ahead of the technology curve. These products, built on the principles of a modern software architecture and with commercially available hardware and software, are designed to improve the speed, accuracy, and transparency that election officials need to achieve three important objectives:

- Lower the cost of elections
- Reduce time related to administrating elections
- Build confidence in the accuracy of election results



Clear Ballot’s founding engineering team saw an opportunity to apply their experience building software applications that optimized global Fortune 500 businesses to build a system that could provide new levels of control and transparency to election officials across the US. Working in partnership with election officials from jurisdictions large and small, Clear Ballot’s vision is to present the evidence of the electorate’s intent quickly, clearly, and verifiably.

Clear Ballot’s ClearVote system, built from the ground up in the United States, is the most innovative voting system to be offered in a generation. ClearVote shows what is possible when an organization with a passion for democracy listens to the needs of election administrators and applies the right resources to the right problems. We are confident that you will recognize this in all of Clear Ballot’s solutions.

In solving today’s problems, Clear Ballot prepares jurisdictions for tomorrow’s challenges.



## The Clear Ballot Team

Clear Ballot's team is made up of seasoned software innovators and elections technology professionals who approach product development from a perspective that is unique within the election industry. All Clear Ballot solutions are designed and built with the recognition that technology changes quickly, and our obligation to our customers is to prepare them for those changes. Our collective experience in building highly secure, broadly distributed, and expertly supported software, positions Clear Ballot as the leader in voting systems and post-election audit innovation.



## Election Challenges

Clear Ballot built its technology with the guidance and insight of many respected and experienced election professionals. A constant theme early in our discussions was the lack of tools election officials had to ensure confidence in the election results or to reduce the incredible number of manual processes which create opportunities for human error. Many jurisdictions had difficulty controlling ballots effectively using their current systems and required workflow. Even the most meticulous election departments experienced misplaced ballots occasionally. The manual effort required to sort ballots, perform recounts, and conduct post-election audits was a significant source of uncontrolled costs, risk, and inefficiency.

Additionally, the extraordinary cost to maintain, support, and upgrade aging electronic voting machines, and the inability to budget accurately for those costs seemed to be a consistent point of frustration. In many cases, election officials would be required to make massive hardware investments for minor software upgrades.

Election officials expressed a strong desire for better tools to help them conduct elections with greater independence and instill confidence in the administration of elections. They also want tools to help them show their stakeholders the steps they take to ensure the integrity and transparency of their election. Providing innovative solutions to these challenges has guided Clear Ballot's evolution.



# CLEAR BALLOT PRODUCT FAMILY

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## Architecture Overview

Clear Ballot brings an innovative solution to every phase of the election process. Our vote visualization technology provides a perspective never before available in elections which has given election officials peace of mind in every phase of the election. Clear Ballot's solutions end all questions, bring finality to the election process, and provides a visual aid that election officials have never had before.

***"Seeing is believing." Gertrude Walker, Supervisor of Elections St Lucie County FL***

- **ClearDesign:** Built to ensure the highest levels of usability and security, our election management and ballot design system provides a more intuitive ballot layout process than any other system on the market today.
- **ClearAccess:** Our in-person ballot marking system is designed to ensure access for all voters by incorporating the best practices recommended by the disability community.
- **ClearCast:** Our optical scan precinct tabulators are built from commercial off the shelf (COTS) components, in partnership with Intel, to bring enterprise grade speed and precision to voting systems.
- **ClearCount:** Our central count tabulation, reporting and results consolidation engine leverages COTS scanners to provide the most transparent display of election results ever.
- **ClearAudit:** Our post-election audit solution is the only technology on the market capable of providing an independent automated tabulation and comparison of all legacy voting system ballots, saving days of manual effort, significantly reducing recounts, and virtually eliminating the need to handle physical ballots.



## Election Management System

ClearDesign is an election management and ballot design system that enables election department staff to design ballots quickly and easily. Our modern software architecture streamlines ballot proofing, provides easy to use drag and drop ballot editing, and eliminates duplicate steps in the ballot creation process. ClearDesign delivers the security, and the flexibility to create your own ballots or have a third party create ballots for you, that election officials have been waiting for.

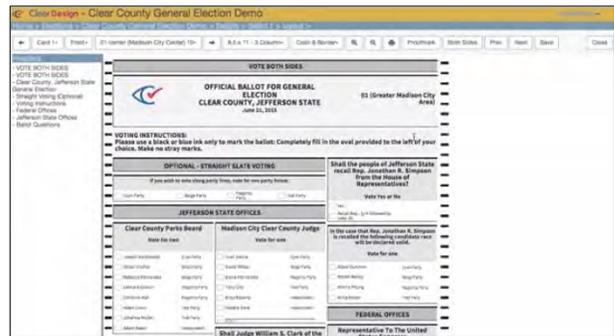
### Key Benefits:

#### Clear Ballot Design Services

Clear Ballot understands the challenges of mastering complicated Election Management Software that is used infrequently. Clear Ballot's ballot design team has over 75 years of election experience and can provide ballot design services in a variety of flavors, depending on the needs of your jurisdiction. Whether you want to completely outsource the ballot development process or just need assistance when times are tight, Clear Ballot can provide tailored, cost effective, assistance to ensure your office can be most effective with the resources available to you.

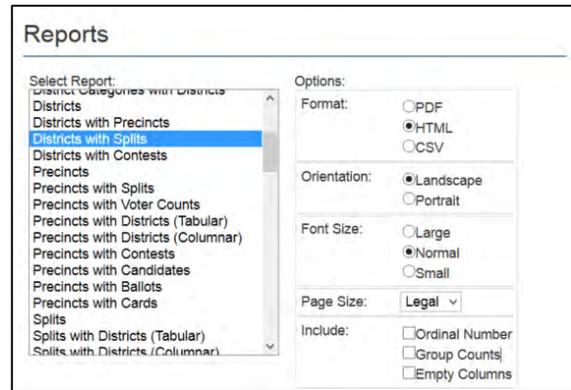
#### Modern User Interface

ClearDesign's user interface is built to allow non-technical personnel to become experts on ballot design quickly and easily. Many jurisdictions, who have outsourced ballot design due to the complexity of legacy EMS systems, have made the decision to take control of this process using ClearDesign, significantly reducing programming costs and time. Clear Design's rich set of ballot layout tools including drag & drop capabilities, flexible text editors, and dynamic ballot proofing allows users with basic proficiency in Microsoft Word to become expert ballot designers in no time.



### Easy Ballot Proofing

Seventy-nine ballot-proofing reports are available to help staff ensure that ballots are correct before production begins. The depth and breadth of ClearDesign reporting provides the flexibility to find the proofing method that works best for your office. Reports can be produced in HTML, PDF, or CSV formats.



### Ballot Sets

The concept of Ballot Sets was developed to eliminate duplicate effort in the programming and proofing of accessible touch screen voting and UOCAVA ballots. ClearDesign allows users to auto-generate ballot styles in various formats that are identical in our tabulation system. It also allows election officials to create a ballot style in multiple formats, such as a 20" double sided ballot for the polling place, but a 2 card 8.5"x11 double sided ballot for UOCAVA voters who may not have access to a large form printer from their location abroad.



## Tabulation and Reporting

ClearCount is the first new ballot tabulation system developed in the United States, from the ground up, in the last 10 years. Our software based system allows jurisdictions to leverage COTS scanners, which provide huge advantages in scalability, support, and longevity of useful life. ClearCount's ballot processing capabilities and easy-to-learn visual software make it an ideal solution for all counties regardless of size.

### Key Benefits:

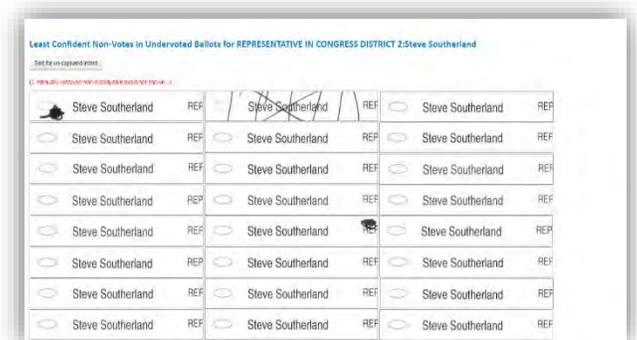
#### Browser-Based Interface

Clear Ballot has designed all of our solutions to be highly user friendly. One of decisions that was made early on in the development of our products was the use of browser-based navigation to provide all the benefits and familiarity of surfing the internet in a highly secure closed system. Because browser navigation does not require that you are connected to the internet, it is an ideal tool for elections which require high usability in a closed system. Because of this decision, our users can leverage hyperlinks, bookmarks, tear-off tabs, and other functions that are used on a daily basis. Regardless of technical skill, your users will appreciate the benefit this provides in the use of ClearCount.

Choice	Ballots With Contest	Votes	Over Votes With This Choice	Undervoted Ballots Without This Choice	Links
<b>REPRESENTATIVE IN CONGRESS (Vote for 1)</b>					
Steve Southerland	57,602	39,513	5	536	<a href="#">View</a>
Gwen Graham	57,602	17,070	5	536	<a href="#">View</a>
WRITE-IN	57,602	478	2	536	<a href="#">View</a>
<b>GOVERNOR AND (Vote for 1)</b>					
Rick Scott	57,602	40,955	21	419	<a href="#">View</a>
Charlie Crist	57,602	17,991	7	419	<a href="#">View</a>
Adrian Wylfa	57,602	2,318	9	419	<a href="#">View</a>
Glenn Barkett	57,602	596	11	419	<a href="#">View</a>
Farid Khavari	57,602	188	3	419	<a href="#">View</a>

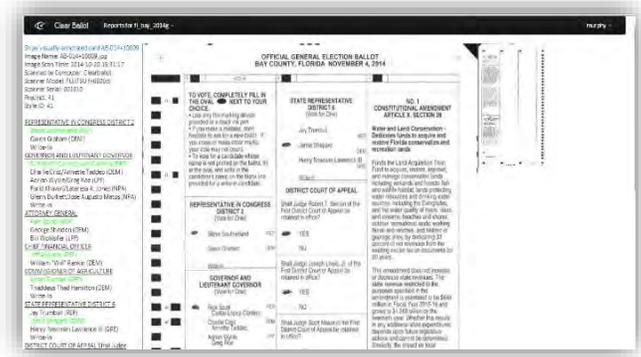
#### Visualization of Voter Intent

One of the most important capabilities of any voting system is its ability to interpret voter intent. Until now, jurisdictions have had only two methods of assessing voter intent: using machines to analyze marks found inside well-defined vote targets or counting ballots by hand. ClearCount uses sophisticated algorithms to categorize classifications of voter intent, ensuring every ballot is counted as cast.



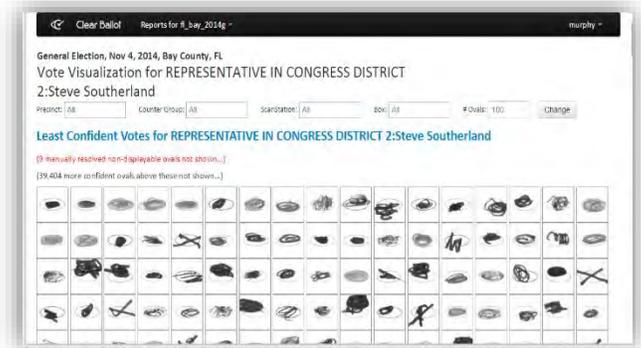
## Digital Adjudication

ClearCount was built to eliminate the need for election officials to have to manually duplicate a paper ballot. Write-in votes, Overvotes (depending on your requirements) and "unreadable" ballots can be adjudicated digitally. ClearCount allows officials to quickly and easily adjudicate ballots for voter intent by examining high-resolution images of the cast ballots, eliminating the risk of human error inherent in ballot-handling, and significantly improving the speed and integrity of the tabulation process.



## Transparency of Results

ClearCount's unparalleled visualization of ballot images, down to the individual ovals, provides a level of transparency that no other voting system can match. ClearCount is the first system that logically organizes voters' actual vote marks on a ballot to provide "visual cues" that allow you, in a glance, to identify where you need to focus your attention. One election administrator called this "Administrative Confidence", because in an election with a 5 vote difference, he was able to review our Statement of Votes Cast record for 5 minutes and he knew that every vote was counted accurately.



## Right for Wasco County

- **Reduced labor costs, especially as minimum wage rises**  
*“Under the old process, opening and inspection would cost the Elections Division approximately \$0.30 per ballot, but under the new and more efficient system the cost is less than \$0.10 per ballot.”*  
Multnomah County Newsletter, July 2016
- **Perpetual License**  
*You will never have to shop for a new system again*

## Right for Wasco County's Voters

- **Transparent results**
- **Observable processes**
- **Secure and Verifiable**

## Right for County Clerk and Election Staff

- **Modern Technology**  
*Modern platform leads to easier training and use, more up time during election, and less retraining*
- **COTS**  
*Never be stuck with old operating system or outdated technology again. Hardware can be upgraded independent of the software.*
- **Simplified election operations**  
*Simpler processes allow election and temporary staff to get up to speed faster, get work done more efficiently, and reduce opportunities for human error.*



# PRICING



**Clear Ballot Group, Inc.**  
**Wasco County, Oregon**  
 Quote Details

	QTY	Per Unit	Total Price
<b>Software</b>			
Perpetual ClearDesign Enterprise Software License	1	\$25,000	\$25,000
Perpetual ClearCount Enterprise Software License	1	\$25,000	\$25,000
<b>Central Count Scanners</b>			
Fujitsu fi-6670 Scanner Bundle	0	\$10,000	\$0
Fujitsu fi-7180 Scanner Bundle	2	\$5,000	\$10,000
<b>Base Hardware</b>			
ClearDesign Server - Dell Latitude E5570 XCTO	1	\$1,800	\$1,800
ClearCount Server - Lenovo TS140	1	\$2,800	\$2,800
Administration Station - Dell Latitude E5570 XCTO	1	\$1,800	\$1,800
Router - 8 Port	2	\$130	\$260
Ethernet Cables - 8 Pack	1	\$27	\$27
4TB Backup Storage Drive	1	\$160	\$160
<b>Services</b>			
Implementation	1	\$1,500	\$1,500
Training	4	\$1,500	\$6,000
Onsite Support	2	\$1,500	\$3,000
<b>Discount - Early Adopter, No RFP Required</b>			<b>(\$7,000)</b>
<b>Discount - Configuration and Training</b>			<b>(\$5,000)</b>
<b>Total Upfront Proposal Price</b>			<b>\$ 65,347</b>

<b>Annual Post-Warranty License, Maintenance, and Support Fees</b>			
Software			\$12,500
Hardware	2	\$750	\$1,500
<b>Discount - Early adopter</b>			<b>(\$3,500)</b>
<b>Total Annual Post-Warranty License, Maintenance, and Support Fees</b>			<b>\$ 10,500</b>

(First-year maintenance is included without charge.)

*Note: Optimal configuration and number of scanners determined by the customer.*



**EXHIBIT "C"**  
**CLEAR BALLOT SOFTWARE LICENSE AND SERVICES AGREEMENT**

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This Software License and Services Agreement, part of the Master Services Agreement ("Agreement") dated for reference purposes as of [REDACTED], ("Effective Date") is entered into between Clear Ballot Group, Inc., a Delaware corporation ("Clear Ballot") and [REDACTED], a political subdivision of the State of [REDACTED] ("Customer").

**1 DEFINITIONS**

- 1.1 "Authorized Users" means Customer's employees and such other types of users, if any, as may be expressly authorized in an Order and who are performing services solely for the benefit of Customer. Unless expressly provided otherwise in the relevant Software Order, Authorized Users do not include Customer's vendors, contractors, or any other third parties, including technology service providers.
- 1.2 "Days" means calendar days, unless specified otherwise.
- 1.3 "Designated Jurisdiction" means the jurisdiction in which the Licensed Software and Services will be used, and includes all jurisdictions for which the Designated Jurisdiction administers elections on behalf of. The initial Designated Jurisdiction shall be identified in the applicable Software Order.
- 1.4 "Documentation" means the documentation made generally available by Clear Ballot to its customers for use of the Licensed Software, as updated from time-to-time by Clear Ballot in its discretion.
- 1.5 "Licensed Software" means the Object Code version of Clear Ballot's ClearVote Software ("CBG Software") and the Object Code version of any other computer programs to be licensed by Clear Ballot to Customer under a Software Order, including any bug fixes, updates and new releases thereof provided by Clear Ballot as part of Support Services or purchased by Customer under a subsequent Software Order. The Licensed Software shall be used solely for the purposes of defining an election and tabulating and reporting election results in the Designated Jurisdiction. The term "Licensed Software" also includes any and all Documentation applicable to such computer programs.
- 1.6 "Object Code" means computer programs assembled or compiled, which are readable and usable by machines, but not generally readable by humans without reverse-assembly, reverse compiling, or reverse-engineering.
- 1.7 "Order" means a request to license Licensed Software (a "Software Order") or purchase Services (a "Service Order") under this Agreement. Each Order will be sequentially numbered and specifically reference this Agreement.
- 1.8 "Services" means, collectively, any Support Services or Professional Services, both as defined below, purchased by Customer under an Order.
- 1.9 "Source Code" means computer programs written in higher-level programming languages, sometimes accompanied by English language comments. Source Code is intelligible to trained programmers and may be translated to Object Code for operation on computer equipment through the process of compiling.
- 1.9.1 "Source Code Escrow" means the storage of the Source Code in an account with an independent third-party escrow provider.
- 1.10 "Warranty Period" means three-hundred-sixty-five (365) calendar days for ClearVote Software from the completion of Final Acceptance (as defined in the SOW) testing by the Designated Jurisdiction.

**2 SOFTWARE, SUPPORT AND SERVICE ORDERS**

- 2.1 *Master Agreement.* This is a master agreement under which Customer may order software products, services and support from Clear Ballot. Clear Ballot's acceptance of any Order made by Customer under this Agreement shall be subject to all applicable provisions of this Agreement, as well as any additional provisions that may be set forth in the Order. In the event of conflicting terms or conditions, the terms of the Agreement shall govern. Exhibits 1,2, and 3 are attached to this contract and by reference incorporated herein
- 2.2 *Software Orders.* Customer may order software products by using a Software Order in the form shown in Exhibit 1 (Software Order). Upon Clear Ballot's receipt of a Software Order from Customer, the software products described in the Software Order will be "Licensed Software" for purposes of this Agreement.
- 2.3 *Support.* Customer support will be accessible via phone, e-mail, and a secure web portal on the Clear Ballot website. Detail on support is set forth in the Service Level Agreement, attached hereto as Exhibit 3.
- 2.4 *Service Orders.* Customer may order on-site support and services for the Licensed Software by signing and delivering to Clear Ballot an order in a form reasonably approved by Clear Ballot.

### 3 LICENSE AND RESTRICTIONS

3.1 *Grant of License.* Subject to the terms and conditions of this Agreement and provided Customer has paid all undisputed fees and costs due under this Agreement, Clear Ballot grants Customer a perpetual, nonexclusive, nontransferable license to use the Licensed Software during the term set forth in the applicable Software Order. Authorized Users may use the Licensed Software on Licensee's behalf for the purposes contemplated herein. Customer shall ensure Authorized Users comply with all relevant terms of this Agreement and any breach by an Authorized User will constitute a breach by Customer. Customer may make a single copy of the Licensed Software for backup and archival purposes.

3.2 *Restrictions on Use.* Except as expressly authorized by this Agreement, Customer may not knowingly (i) use or permit the Licensed Software to be used in any manner, whether directly or indirectly, that would enable Customer's employees, agents, or any other person or entity to use the Licensed Software in any jurisdiction other than the Designated Jurisdiction or for anyone's benefit other than Customer, (ii) rent, sell, assign, lease, sublicense, or otherwise transfer the Licensed Software, (iii) derive or attempt to derive the Source Code, source files, or structure of all or any portion of the Licensed Software by reverse engineering, disassembly, decompilation, or any other means, except to the extent permitted by applicable law, (iv) copy, translate, port, modify, or make derivative works based on the Licensed Software, (v) use the Licensed Software except as set forth in the Documentation, (vi) use the Licensed Software or Clear Ballot Confidential Information to contest the validity of any Clear Ballot intellectual property, including the Licensed Software; (vii) modify, remove, or destroy any proprietary markings or confidentiality legends placed upon or contained within the Licensed Software, the Documentation, or any related materials; (viii) use the Licensed Software in a manner to compete with Clear Ballot or to assist a third party in competing with Clear Ballot; (ix) except with Clear Ballot's prior written consent, use the Licensed Software outside the Designated Jurisdiction; (ix) operate a service bureau or other similar service for the benefit of third parties using the Licensed Software; (x) export, directly or indirectly, the Licensed Software from the United States; or (xi) disclose the Licensed Software to any non-U.S. national in the United States in violation of any United States export or other similar law (e.g., unauthorized "deemed exports").

3.3 *Minimum System Configuration.* The minimum hardware and software requirements for proper operation of the Licensed Software are set forth in the Software Order or the relevant Documentation. Such minimum requirements shall not be augmented or otherwise revised to significantly increase the requirements or render existing hardware or software unsupported without Clear Ballot providing to Customer at least 180 days prior written notice of Clear Ballot's intent to do so. Customer shall be solely responsible for purchasing, providing and installing all other required equipment, networks, peripherals and hardware not included in the Statement of Work.

3.4 *Intellectual Property Ownership.* The Licensed Software contains material that is protected by United States copyright, trade secret law and other intellectual property law, and by international treaty provisions. All rights not expressly granted to Customer under this Agreement are reserved by Clear Ballot. All copyrights, patents, trade secrets, trademarks, service marks, tradenames, moral rights and other intellectual property and proprietary rights in the Licensed Software and Services will remain the sole and exclusive property of Clear Ballot or its licensors, as applicable. Customer agrees and acknowledges that (i) Except in the case of any work product contracted for by Customer pursuant to a mutually agreed Statement of Work and specified in such Statement of Work as work-made-for-hire under Section 101 of Title 17 of the United States code, and developed by Clear Ballot under said Statement of Work, Clear Ballot will be the exclusive owner of all right, title and interest in and to all software, programming, tools, documentation, materials and other intellectual property of any kind used, developed, or delivered by Clear Ballot to Customer in connection with this Agreement; and (ii) this is not a work-made-for-hire agreement under Section 101 of Title 17 of the United States Code.

3.5 *Feedback.* Customer may provide suggestions, comments, or other feedback (collectively, "Feedback") to Clear Ballot with respect to its products and services, including the Licensed Software. Feedback is voluntary and Clear Ballot is not required to hold it in confidence and may use Feedback for any purpose without obligation of any kind. To the extent a license is required under Customer's intellectual property rights to make use of the Feedback, Customer hereby grants Clear Ballot an irrevocable, non-exclusive, perpetual, royalty-free license to use the Feedback in connection with Clear Ballot's business, including enhancement of the Licensed Software.

3.6 *License Term.* The term of the license granted in Section 3.1 (Grant of License) will commence upon execution of the relevant Software Order and continue for the term specified in the Order, unless earlier terminated in accordance with the provisions of this Agreement.

#### **4 TERM**

This Agreement shall be effective as of the Effective Date and continue in effect until the expiration or termination of all Orders (the "Term").

#### **5 FEES, EXPENSES AND TAXES**

*Payment Terms.* Customer will pay the license, service and support fees required under the mutually executed Orders, all of which will be billed on an annual basis, payable in advance. Customer will reimburse Clear Ballot for reasonable special or unusual expenses incurred at Customer's specific written request. Provided that the work described in the invoice has been completed in accordance with the terms of the Order and accepted by County, all undisputed amounts to be paid by Customer are due and payable thirty (30) Days after Customer's receipt of the complete and accurate invoice. All payments not disputed in good faith by Customer and not made by Customer within ninety (90) days of when due will be subject to late charges of the lesser of (i) one percent (1.0%) per month of the overdue amount or (ii) the maximum amount permitted under applicable law. Customer will pay all sales, use and excise taxes relating to, or under, this Agreement, exclusive of taxes based on or measured by Clear Ballot's net income, unless Customer is exempt from the payment of such taxes and provides Clear Ballot with evidence of the exemption.

#### **6 HARDWARE**

6.1 *Hardware.* Although the Licensed Software may be used with scanners made by various manufacturers, the Licensed Software is only supported when used with scanners described in the Documentation.

6.2 *Hardware Discounts.* During the Term, and provided Customer is in compliance with this agreement and has paid all undisputed fees and costs due under this Agreement, Customer will be eligible to receive Clear Ballot's pricing when Customer purchases, leases, or rents scanners from the Hardware manufacturer described in the Documentation. Customer shall be responsible for negotiating all other terms of such rental, purchase, or support agreements with said manufacturer or their authorized reseller.

#### **7 LIMITED WARRANTIES**

7.1 *Licensed Software.* Clear Ballot warrants that during the Warranty Period and as additionally described and agreed in the Exhibit B, the Licensed Software will operate in substantial conformance with the Documentation. Except as described in Exhibit B, all warranty claims not made in writing within the Warranty Period will be deemed waived. This warranty is contingent on the proper installation and use of the Licensed Software as described in the Documentation. Clear Ballot further warrants it will use commercially reasonable efforts to screen the Licensed Software prior to delivery to Customer for viruses, Trojan horses and other malicious code (collectively "Malicious Code Breach").

7.2 *Services.* Clear Ballot warrants that any Services will be performed in a professional, workmanlike manner and shall substantially conform to the specifications set forth in the applicable Service Order for a period of thirty (30) Days from the date of completion, unless specified otherwise in the Service Order.

7.3 *Exclusive Remedy.* The foregoing warranties are solely for the benefit of Customer and Customer shall have no authority to extend such warranty to any third party. The sole and exclusive remedy of Customer and the sole and exclusive liability of Clear Ballot for breach of the foregoing warranties, shall be: (1) at Customer's sole discretion, to seek repair or replacement of the non-conforming Licensed Software, or (2) for Services performed by Clear Ballot or an authorized sub-contractor, re-performance of the relevant Services at no additional cost to Customer, or (3) In the case of Clear Ballot's Malicious Code Breach of the County's systems, Clear Ballot shall be fully liable to County for any costs or expenses, including, but not limited to, any County staff time, that results from said breach. In the event of such an introduction into the County's systems, Clear Ballot shall fully cooperate, at its sole expense, with County's subsequent efforts to mitigate the effect of any such introduction. Clear Ballot shall not be responsible for use of the Licensed Software if not operated substantially in a manner recommended in the Documentation or any material failure by Customer to use due care in the use and validation of the results produced by the Licensed Software.

7.4 *Modification of Licensed Software.* Except as otherwise agreed in writing by the parties, any modification to the Licensed Software by Customer or any third party engaged by Customer, or failure by Customer to reasonably implement any improvements or updates to the Licensed Software as supplied by Clear Ballot, shall void Clear Ballot's support obligations under the relevant Support Order and Clear Ballot's warranties under this Section 7 (Limited Warranties), to the extent any failure or error results from

such modification.

7.5 *Disclaimer of Other Warranties.* EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION 7 (LIMITED WARRANTIES) AND CLEAR BALLOT'S OBLIGATIONS UNDER ANY CERTIFICATIONS WHICH CLEAR BALLOT IS REQUIRED TO MAINTAIN, THE LICENSED SOFTWARE AND ANY SERVICES ARE PROVIDED TO CUSTOMER "AS IS," WITH ALL FAULTS, AND WITHOUT WARRANTY OF ANY KIND. EXCEPT FOR CLEAR BALLOT'S OBLIGATIONS UNDER ANY CERTIFICATIONS WHICH CLEAR BALLOT IS REQUIRED TO MAINTAIN, CLEAR BALLOT EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY OF INFORMATION, QUIET ENJOYMENT, AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT FOR CLEAR BALLOT'S OBLIGATIONS UNDER ANY CERTIFICATIONS WHICH CLEAR BALLOT IS REQUIRED TO MAINTAIN, CLEAR BALLOT DOES NOT WARRANT THAT THE LICENSED SOFTWARE AND ANY SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF THE LICENSED SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE.. EXCEPT FOR CLEAR BALLOT'S OBLIGATIONS UNDER ANY CERTIFICATIONS WHICH CLEAR BALLOT IS REQUIRED TO MAINTAIN, CLEAR BALLOT DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE USE OR THE RESULTS OF THE USE OF THE LICENSED SOFTWARE OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, QUALITY, RELIABILITY, APPROPRIATENESS FOR A PARTICULAR TASK OR APPLICATION, OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY CLEAR BALLOT OR CLEAR BALLOT'S AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE WARRANTIES PROVIDED IN THIS SECTION 7 (LIMITED WARRANTIES). If applicable law affords Customer implied warranties, guarantees, or conditions despite these exclusions, those warranties will be limited to one (1) year and Customer's remedies will be limited to the maximum extent allowed by Sections 7.5 (Disclaimer of Other Warranties) and 10 (Limitations of Liability and Actions).

## **8 INDEMNIFICATION**

8.1 *Clear Ballot Indemnity.* Clear Ballot will defend, indemnify and hold harmless Customer and its affiliates, officers, directors, employees and agents from any and all third party claims, losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) arising from; (a) a claim by a third party that Customer's licensed use of the Licensed Software infringes that third party's United States patent, copyright, or trade secret rights, or (b) Clear Ballot's breach of Confidential Data, or (c) Clear Ballot's Malicious Code Breach. The foregoing is contingent upon Customer promptly notifying Clear Ballot in writing of the claim, permitting Clear Ballot sole authority to control the defense or settlement of the claim and providing Clear Ballot reasonable assistance (at Clear Ballot's expense) in connection with the defense and settlement. If a claim of infringement under this Section 8.1 (Clear Ballot Indemnity) occurs, or if Clear Ballot determines a claim of infringement is likely to occur, Clear Ballot will have the right, in its sole discretion, to either (i) procure for Customer the right or license to continue to use the Licensed Software, or (ii) modify the Licensed Software to make it non-infringing, providing that such modifications do not impair, diminish or otherwise reduce the functionality or value of the Licensed Software. If neither of these remedies is reasonably available to Clear Ballot, Clear Ballot may, in its sole discretion, terminate the relevant Orders and return the prorated portion of any pre-paid, unused fees for the relevant Licensed Software. Notwithstanding the foregoing, Clear Ballot will have no obligation with respect to any claim of infringement that is based upon or arises out of (a) the use or combination of the Licensed Software with any hardware, software, products, data except Confidential Data, or other materials not provided by or authorized by Clear Ballot, (b) modification or alteration of the Licensed Software by anyone other than Clear Ballot or any party expressly authorized by Clear Ballot to modify the Licensed Software, (c) use of the Licensed Software in excess of the rights granted in this Agreement, (d) any specifications, data except Confidential Data, or intellectual property provided by Customer (collectively, the "Excluded Claims"). The provisions of this Section 8.1 (Clear Ballot Indemnity) state the sole and exclusive obligations and liability of Clear Ballot and its licensors and suppliers for any claim of intellectual property infringement arising out of or relating to the Licensed Software, Services, or this Agreement, and are in lieu of any implied warranties of non-infringement, Confidential Data breach, or Malicious Code Breach, all of which are expressly disclaimed.

8.2 *Customer Indemnity.* Customer will defend, indemnify and hold harmless Clear Ballot and its affiliates, officers, directors, employees and agents from any and all third-party claims, losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) arising from (i) Customer's use of the

Licensed Software in excess of the rights expressly granted in this Agreement, (ii) the Excluded Claims. The foregoing indemnification obligation of Customer is contingent upon Clear Ballot promptly notifying Customer in writing of such claim, permitting Customer sole authority to control the defense or settlement of such claim and providing Customer reasonable assistance (at Customer's expense) in connection with the defense and settlement.

## 9 AUDIT

9.1 *Audit of Customer by Clear Ballot.* During the Term of this Agreement and for one (1) year thereafter, no more than once in any twelve (12) month period, Clear Ballot may audit Customer's use of the Licensed Software ("Audit"). An Audit may include the inspection and review of computers or servers on which the Licensed Software has been installed or hosted, and records, procedures, or business practices that relate to Customer's performance under and compliance with the terms of this Agreement. Clear Ballot shall provide Customer reasonable advance notice of an Audit, which must be performed by Clear Ballot. Customer will reasonably cooperate with Clear Ballot in the conduct of the Audit. Audits will be conducted during Customer's normal business hours and shall in no event disrupt Customer's business. The cost of the Audit shall be borne by Clear Ballot. In the event that Customer is found by Clear Ballot to be out of compliance with the terms of this Agreement, Clear Ballot shall notify Customer of the Clear Ballot's findings, in detail. Customer shall have fifteen (15) days to review Clear Ballot's findings and respond to Clear Ballot and become compliant.

9.2 *Customer Access to Records.* Clear Ballot shall retain, maintain and keep accessible all records relevant to this Agreement ("Records") for a minimum of six (6) years, following Term of the Agreement, or as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever is later. Clear Ballot shall maintain all financial Records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, Clear Ballot shall permit the County's authorized representatives access to the Records at reasonable times and places for purposes of examination and copying.

## 10 LIMITATIONS OF LIABILITY AND ACTIONS

EXCEPT FOR CLEAR BALLOT'S BREACH OF CONFIDENTIAL INFORMATION, THIRD PARTY CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT, OR MALICIOUS CODE, CLEAR BALLOT SHALL NOT BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SIMILAR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF CLEAR BALLOT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (II) EXCEPT FOR CLEAR BALLOT'S BREACH OF CONFIDENTIAL INFORMATION, THIRD PARTY CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT, OR MALICIOUS CODE, CLEAR BALLOT'S AGGREGATE LIABILITY TO CUSTOMER AND ANY THIRD PARTY FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) SHALL NOT EXCEED THE CONTRACT VALUE.

## 11 CONFIDENTIALITY

11.1 *Definition of Confidential Information.* "Confidential Information" means, with respect to a party hereto, all information or material which is marked "Confidential." Clear Ballot's Confidential Information includes any trade secrets related to the Licensed Software. Customer's Confidential Information is described at paragraph 14 of the General Conditions (Exhibit A).

11.2 *Exclusions.* Except as required by law or statute, Confidential Information will not include any information or material, or any element thereof, to the extent any such information or material, or any element thereof (i) has previously become or is generally known, unless it has become generally known through a breach of this Agreement or a similar confidentiality or non-disclosure agreement, (ii) was already rightfully known to the Receiving Party prior to being disclosed by or obtained from the Disclosing Party as evidenced by written records kept in the ordinary course of business of or by proof of actual use by the Receiving Party, (iii) has been or is hereafter rightfully received by the Receiving Party from a third person (other than the Disclosing Party) without restriction or disclosure and without breach of a duty of confidentiality to the Disclosing Party, or (iv) has been independently developed by the Receiving Party without access to Confidential Information of the Disclosing Party.

11.3 *Treatment of Confidential Information.* Each party recognizes the importance of the other's Confidential Information. In particular, each party recognizes and agrees that the Confidential Information of the other is critical to their respective businesses and that neither party would enter into this Agreement

without assurance that such information and the value thereof will be protected as provided in this Section and elsewhere in this Agreement. Accordingly, each party agrees as follows: (i) the Receiving Party will hold any and all Confidential Information it obtains in strictest confidence and will use and permit use of Confidential Information solely for the purposes of this Agreement; and (ii) without limiting the foregoing, the Receiving Party will use at least the same degree of care, but no less than reasonable care, to avoid disclosure or use of this Confidential Information as the Receiving Party employs with respect to its own Confidential Information of a like importance.

11.4 *Compelled Disclosures.* To the extent required by applicable law or by lawful order or requirement of a court or governmental authority having competent jurisdiction over the Receiving Party, the Receiving Party may disclose Confidential Information in accordance with such law or order or requirement, subject to the following conditions: **Public Disclosure Act.** Notwithstanding any provision in any agreement between the parties, including parts 3.2, 8.1 and 11 of this Exhibit C, Clear Ballot recognizes that [REDACTED] County is a public agency subject to the state Public Disclosure Act, RCW 42.56. Upon receipt of a public disclosure request for any material which is the subject of this agreement, [REDACTED] County will promptly notify Clear Ballot of the request and Clear Ballot will promptly elect whether it will at its own expense commence court action to protect the material from disclosure. If Clear Ballot does elect to seek such protection, Clear Ballot will fully defend and indemnify [REDACTED] County from any liability, including attorney fees and statutory penalties, which may arise under the Public Disclosure Act in connection with the request. Similarly, Clear Ballot recognizes that [REDACTED] County is subject to state record retention regulations, including RCW 40.14, and Licensee will comply with all such requirements.

## 12 TERMINATION

12.1 *Breach.* If either party fails to observe or perform any material obligation under this Agreement, the non-defaulting party may give written notice to the defaulting party specifying the material failure. If the material failure is not corrected or a mutually agreed plan to correct the failure has not been established by the parties working together in good faith within thirty (30) Days after the date of such notice, the non-defaulting party may terminate this Agreement upon written notice to the defaulting party. The right of the non-defaulting party to terminate this Agreement under this Section 12.1 (Breach) is in addition to all other rights that are available to it under this Agreement, at law, or in equity. Notwithstanding the foregoing, if Customer fails to make payments as required hereunder and such failure is not cured within fifteen (15) days of notice from Clear Ballot, Clear Ballot may immediately (i) terminate Customer's license to the Licensed Software and (ii) cease performing all Services hereunder, including Support Services.

12.2 *Termination for Convenience.* Customer may, at any time, elect to terminate this Agreement or an individual Order at Customer's convenience (i.e., for any reason whatsoever or no reason at all) provided Customer provides Clear Ballot with forty-five (45) Days prior written notice.

12.3 *Bankruptcy and Insolvency.* Either party may terminate this Agreement on written notice to the other party, if the other party becomes insolvent or bankrupt, admits its inability to pay its debts as they mature, or takes action for the purpose of entering into winding-up, dissolution, bankruptcy, reorganization, or similar proceedings that are analogous in purpose or effect, or an action has been instituted against the other party. In the event that Clear Ballot is no longer solvent or no longer able to provide the agreed upon support for the Licensed Software, the Source Code Escrow shall be released to Customer and Customer shall receive all rights necessary to run and maintain the Licensed Software.

12.4 *De-certification.* If Clear Ballot fails to maintain any required certifications which are necessary to provide the Licensed Software, Customer may give written notice to the Clear Ballot of Customer's intent to terminate the Agreement or any Service Order. If Clear Ballot is unable to acquire the necessary certification within a reasonable, mutually agreed upon timeframe, at Customer's sole discretion, Customer may terminate the Agreement or any Service Order.

12.5 *Disposition of Licensed Software on Termination.* Upon the expiration or termination of this Agreement for any reason, the license and all other rights granted to Customer hereunder shall immediately cease, and Customer shall (i) return the Licensed Software to Clear Ballot together with all reproductions and modifications of the Licensed Software and all copies of any Documentation, notes and other materials respecting the Licensed Software, (ii) attest that Customer shall no longer use or allow to be used the Licensed Software, (iii) provide Clear Ballot a written certification that Customer has ceased all use of the software and has complied with all of its obligations under this Section.

## 13 GENERAL

13.1 *Government Restricted Rights.* The Licensed Software is provided with Restricted Rights. Use, duplication, or disclosure by the Government is subject to restrictions set forth in subparagraphs (a)

through (d) of the Commercial Computer Software Restricted Rights at FAR clause 52.227-19 or in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 et seq. or its successor. The Licensed Software constitutes proprietary data, all rights of which are reserved under the copyright laws of the United States.

13.2 *Waiver, Amendment, Or Modification.* The waiver, amendment, or modification of any provision of this Agreement, or any right, power, or remedy hereunder, shall not be effective unless made in writing and signed by the party against whom enforcement of such waiver is sought, or in the case of amendment, or modification unless signed by both parties. The terms of this Agreement shall not be amended or changed by the terms of any purchase order or acknowledgement issued by Customer even though Clear Ballot may have accepted or signed such documents. No failure or delay by either party in exercising any right, power, or remedy with respect to any of its rights hereunder shall operate as a waiver thereof.

13.3 *Notice.* All notices, demands, or consents given under this Agreement will be in writing and will be deemed given when delivered personally, or three (3) Days after deposit in the mail (certified or registered mail), or one (1) Day after being sent by overnight courier, to the receiving party at the address set forth in this Agreement or at such other address given by either party to the other in writing.

13.4 *Entire Agreement.* This Agreement, together with the Orders, and any exhibits attached hereto, constitutes the entire agreement between the parties in connection with the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties, and there are no warranties, representations, or agreements between the parties in connection with the subject matter hereof except as specifically set forth or referred to herein. In the event of any conflict between the body of this Agreement and any Orders or exhibits, the body of this Agreement shall control.

13.5 *Assignment.* Neither party may assign this Agreement without the express, written consent of the other party. With such written consent, the assigning party may assign this Agreement to any entity acquiring or merging with assigning party, or to whom assigning party transfers all or substantially all of its assets, provided the resulting use, functionality, and support of the Licensed Software remains consistent with the terms of this Agreement and with the scope of use made by assigning party immediately before the assignment. All the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, and their successors and assigns and legal representatives.

13.5.1 *Sub-Contractors.* Clear Ballot shall not subcontract any of the work required by this Agreement without the prior written consent of Customer.

If any subcontractors are authorized by Customer, Clear Ballot shall be responsible for the satisfactory completion of all requirements, deliverables, and services hereunder, and Clear Ballot shall remain liable for all acts and omissions of subcontractor

13.6 *Governing Law; Severability.* The validity, construction and performance of this Agreement and the legal relations among the parties to this Agreement shall be governed by and construed in accordance with the laws of the State of [REDACTED], excluding that body of law applicable to choice of law. If any provision of this Agreement or the application of any such provision shall be held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall continue in full force and effect.

13.7 *Construction.* The section headings in this Agreement are for convenience of reference only, will not be deemed to a part of this Agreement, and will not be referred to in connection with the construction or interpretation of this Agreement. Unless otherwise expressly stated, the words "herein," "hereof," and "hereunder" and other words of similar import refer to sections of this Agreement as a whole and not to any particular section, subsection, or other subpart of this Agreement. The words "include" and "including" shall not be construed as terms of limitation and shall, in all instances, be interpreted as meaning "including, but not limited to."

13.8 *Relationship Of The Parties.* Clear Ballot is an independent contractor under this Agreement, and nothing herein shall be construed to create a partnership, joint venture, or agency relationship between the parties hereto. Neither party shall have authority to enter into agreements of any kind on behalf of the other party and shall have no power or authority to bind or obligate the other party in any manner to any other third party.

13.9 *Survival.* The following Sections shall survive expiration or termination of this Agreement: 3.5 (Feedback); 5 (Fees, Expenses and Taxes) (to the extent of fees accrued prior to the date of termination), 7.5 (Disclaimer of Other Warranties); 8 (Indemnification); 9 (Audit); 10 (Limitations of Liability and Actions); 12.5 (Disposition of Licensed Software On Termination); and 13 (General).

13.10 *Force Majeure.* Except for Customer's payment obligations, neither party will be liable for any

Contractor Name: Clear Ballot Group, Inc. 

failure or delay in performance under this Agreement which is due to any event beyond the reasonable control of such party, including fire, explosion, unavailability of utilities or raw materials, unavailability of components, labor difficulties, war, riot, act of God, export control regulation, laws, judgments, or government instructions.

13.11 *Counterparts.* This Agreement may be executed simultaneously in two (2) or more counterparts, each of which will be deemed an original, but all of which together will constitute the same Agreement.

13.12 *Agreement Drafted By All Parties.* This Agreement is the result of arm's length negotiations between the parties and shall be construed to have been drafted by all parties such that any ambiguities in this Agreement shall not be construed against either party.

The parties have executed this Agreement to become effective as of the Effective Date.

CUSTOMER | 

CLEAR BALLOT GROUP, INC.



**EXHIBIT C-1  
SOFTWARE ORDER**

This Software Order is entered into by and between Clear Ballot Group, Inc. ("Clear Ballot") and the undersigned ("Customer") under the Master Services Agreement (the "Agreement") between the parties. The terms and conditions set forth in the Agreement shall have the same meaning when used as defined terms in this Software Order. In the event of any conflict between the body of the Agreement and this Software Order, the body of the Agreement shall prevail.

1. **Designated Jurisdiction.** Designated Jurisdiction for the Licensed Software shall be [REDACTED] County.
2. **Licensed Software and Fees**

Licensed Software	Licensing Fee
ClearVote Software (including the functionality of [REDACTED] ClearDesign, [REDACTED])	Perpetual License Agreement: \$ [REDACTED] Annual Maintenance and Support Fee: \$ [REDACTED] Annual maintenance and support fees shall begin in year two of the Agreement, and increase not more than 3% each year thereafter.

3. **License Term**

**Perpetual License with separate annual support fees:** The term of the license shall begin on the Software Order Effective Date and continue in perpetuity thereafter, unless earlier terminated in accordance with the Agreement (the "Term").

**EXHIBIT C-3  
MAINTENANCE SERVICES**

Clear Ballot Maintenance Services will be accessible via phone, e-mail, and a secure web portal on the Clear Ballot website. Clear Ballot will respond to issues raised through one of these channels promptly.

**1. Overview**

The objective of Clear Ballot Maintenance Services is to earn and maintain customer trust and satisfaction. The Clear Ballot Customer Support organization provides support during all phases of the election.

The Clear Ballot Help Desk is available by telephone or email. Alternatively, customers may enter their issues into Clear Ballot's secure Support Portal system. Customers can also access the Clear Ballot online FAQ (knowledge base), which is updated regularly, and the online user forums. Clear Ballot's customer support portal may be unavailable to customers during routine maintenance.

Clear Ballot customer support organization works closely with our training and documentation staff to ensure that all materials are accurate, comprehensive, and up to date. If support is on a procedural or non-proprietary matter is required, Clear Ballot customer support staff may arrange a web conference or demonstration.

On an ongoing basis, Clear Ballot hosts User Group meetings. Statewide user group meetings may be held, as well as national group meetings can be scheduled in the future with key accounts. Key accounts can provide useful product feedback and system enhancement recommendations

**2. Clear Ballot Support Staff**

The Clear Ballot customer support organization includes the following staff members:

- Customer support representatives available by phone or internet.
- During peak election time (7 days prior to election, 3 days after election), Clear Ballot Help Desk operates 24 hours a day, 7 days a week. (\*)
- Clear Ballot will provide extended support hours, 7 am – 7 pm Pacific Time during ballot preparation. This extended support schedule will be provided for a period of five continuous business days, upon reasonable advance request by Customer. (\*)
- During off cycle, non-peak phases, Clear Ballot Help Desk operates M – F, 8 am – 5 pm Pacific Time, with next business day callback for after hours or weekend requests.

(\*) Extended support hours will be provided for all elections based on the annual elections calendar submitted by the Customer. The maximum number of elections subject to this agreement shall be four. Additional extended support hours can be purchased based on Clear Ballot's Price List.

**3. Clear Ballot Support Portal (Powered by Desk.com)**

The secure web portal (powered by Desk.com) will allow counties to submit issues, inquire about past issues and solutions, and engage a forum for county administrators to assist one another in determining and disseminating best practices and answers to common questions. While Clear Ballot reserves the right to moderate the forum, it does not plan to restrict the statements made by county representatives on the forum, nor does it take responsibility for any views expressed, suggestions provided, or information posted by non-Clear Ballot personnel.

**4. Software Upgrades**

Clear Ballot Maintenance Services shall also include the Customer's access to software upgrades and new releases issued by Clear Ballot during the term of the Maintenance Services

**5. Third Party Hardware**

Clear Ballot has designed its products to operate with specified hardware licensed to Customer by third parties. Clear Ballot provides all maintenance services in connection with Clear Ballot products, and is available to serve as the Customer's intermediary in the resolution of hardware issues. In that fashion, any identified problem can be addressed efficiently and seamlessly. Clear Ballot shall on the Customer's behalf place service calls to the hardware manufacturer's service staff, and coordinate with the Customer third party hardware service visits. The Customer shall be responsible for allowing for technical visits in accordance with standard terms and conditions. Hardware warranties run in favor of the Customer, and are subject to standard exclusions. A sample of standard manufacturer warranties appear attached as Attachments 3a, 3b, 3c.

**Hardware manufacturer's service times are currently listed as follows:**

**Dell** – ProSupport – 24x7 phone-based troubleshooting - Next Business Day On-Service: After telephone-based troubleshooting, replacement parts and a ProSupport technician arrive on-site, the next business day. Parts, labor and travel included.

**Fujitsu** - Annual Basic Service Program – 8x5 Next Business Day onsite. Next business day onsite technical assistance and parts and dispatched after phone support and diagnostics are conducted. - 2 Cleanings per year, parts, labor, travel included. Ongoing consumables are the Customer's responsibility.

**Lenovo** – 24x7 service window - 4hr on-site response time after phone diagnostics. Includes phone support and trouble-shooting, onsite hardware repair or replacement, parts and labor and travel.

**6. Clear Ballot Additional Support Services**

A list of additional services Clear Ballot can provide to Customer follows.

- Training – the following courses can be provided to Customer new hires and temporary workers.
    - a. Product training
      - ClearDesign administration and ballot preparation
      - ClearCount administration and operation
      - Acceptance testing ClearDesign, ClearCount, [REDACTED]
    - b. Voting Center Worker training - [REDACTED]
      - Train-the-trainer
    - c. Warehouse staff:
      - Acceptance testing
      - Configuration and testing equipment prior to deployment to voting centers
  - Election Support Services
    - a. Assistance with election programming and ballot layout
    - b. Assistance with Logic and Accuracy Testing
    - c. Assistance with ballot tabulation and election night reporting
    - d. Voting center rovers
    - e. Customer phone bank and help desk staffing – Tier 1 and Tier 2 support
7. For support services price schedule, please see the Clear Ballot Price List. These prices are inclusive of travel, lodging, and incidental costs. Price List may be updated periodically, and Clear Ballot will provide County 30 days notice.
8. Ongoing annual maintenance beyond the term of this agreement may be processed as a simple Purchase Order.

**Clear Ballot Group**  
**Software License and Services Agreement**  
**EXHIBIT 1 – Statement of Work #001**  
**Dated [REDACTED]**

On the date of the latest signature hereto ("SOW Effective Date"), County and Clear Ballot hereby attach and incorporate this Statement of Work ("SOW") pursuant to the Clear Ballot Software License and Services Agreement ("Agreement") entered into by the parties effective on the Effective Date set forth therein. Capitalized terms used but not defined in this SOW, shall have the meanings given to them in the Agreement.

**Solution Overview & Scope of Work (General):**

The purpose of this SOW is to implement the Clear Ballot central ballot-tallying solution, including ClearDesign and ClearVote, (hereinafter collectively referred to as the "Solution") for the County. The Solution will replace the County's current ES&S system and will be used to design and tally ballots. The County plans to have ballots printed by a third-party vendor, and Clear Ballot's certification of the selected print vendor is part of the scope of the project.

**The high-level scope includes:**

1. Providing and installing hardware (scanners, workstations and servers).
2. Installing software.
3. Setting up the system in the County Clerk's office.
4. Conducting training on the system for County Elections and County IT staff.
5. Redesigning the elections process to leverage the features of the Solution.
6. Conducting Acceptance Testing.

**Key Assumptions:**

1. The county will first use the system at the [REDACTED]
2. Designing and printing ballots is the most immediately critical task that the system needs to support in order to prepare for the [REDACTED] Election. Therefore, configuration and testing of the ClearDesign module should take place as early in the schedule as possible.
3. County will select a ballot-printing vendor for certification by Clear Ballot.

**Goals and Objectives:**

1. Implement the system in time to conduct the [REDACTED] Election.
2. Increase the efficiency of the ballot-tallying process.
3. Increase the accuracy and transparency of the voting process.
4. Redesign the current ballot-tallying process to leverage the innovative features of ClearVote, including on-screen adjudication.

**Project Schedule:**

The project shall be initiated and completed pursuant to a mutually agreed upon schedule and work plan.

**Scheduling assumptions:**

1. Hardware requirements will be finalized prior to signing the Agreement, since the cost needs to be finalized in order to complete the Agreement.
2. In order to be most efficient in time and resources, Clear Ballot proposes to conduct the ClearDesign installation and training before the ClearCount installation and training, in order to focus on ensuring that the ability to design and print ballots is in place in time for a [REDACTED] Election. [REDACTED]

**Implementation Process:**

**Kick-off Meeting:**

A kick-off meeting will be held soon after the Agreement is executed. Target date is sometime during [REDACTED]

Purpose of the kick-off meeting will be to review the scope and schedule, roles and responsibilities, ground rules, etc. Clear Ballot shall be responsible for the meeting agenda with input from the County Clerk.

**Planning:**

The primary planning that needs to take place on the County's part prior to beginning implementation is identifying the resources that will need to take part and ensuring the availability of those resources at the appropriate times.

**Training and Testing:**

Training will be a combination of in person and online training as outlined below.

Acceptance testing will also be conducted on-site and shall adhere to the concepts and procedures further described in the Testing section and the Acceptance Criteria section below.

**Requirements for the Solution:**

The following requirements will be included in the Acceptance Test:

Requirement	Acceptance Criteria
OCVR import	County staff is able to import data from a past election in OCVR and demonstrate the data was imported with zero errors.
Certify third-party ballot printing company	County has selected and Clear Ballot has certified ballots printed by third-party

	printer sufficiently scan and tally.
Ballot Design	County staff is able to design ballot styles from a past election to Oregon State Election standards.
Creating ballot definition files and importing them into ClearVote to set up the election.	County staff is able to import data from a past election in OCVR into ClearVote to set up an election with zero errors.
Exporting raw data for analysis and ad hoc reporting	County staff has exported data and been able to import it into Microsoft Excel.
Archiving elections and ballot images	Election has been archived to backup storage medium along with ballot images.
Restoring an archived election	County staff is able to restore an archived election.

The following requirements will be included in the Final Acceptance Test, to occur concurrent with the [REDACTED] election:

Requirement	Acceptance Criteria
Scanning ballots and performing online adjudication	County staff has scanned a minimum of 2,000 ballots on each scanner with a jam rate of less than 0.2%. On-screen adjudication decisions for ballots scanned during acceptance testing are reflected in the results for 100% of the ballots.
Ability to locate the paper ballot associated with an image stored in the system	County staff can locate 10 paper ballots, selected by County, based on information associated with images stored in the system.
Exporting results to OCVR	County staff is able to export results data directly to OCVR with zero errors.

**Deliverables:**

1. Detailed project plan.
2. Hardware (including scanners, workstations/ScanServer, and laptops) delivered to the County in new condition and installed and in working order.
3. Installation of ClearDesign and ClearCount software.
4. Configuration of ClearDesign, including OCVR import.
5. Results export suitable for upload to OCVR and ORESTAR.

**Hardware, Software, and/or Storage Design, Installation, and/or Consulting:**

1. Clear Ballot shall be responsible for procuring, configuring and shipping all hardware to County.
2. Clear Ballot staff shall be responsible for installing hardware and software, with assistance from County Elections or IT staff as needed. County shall provide one (1) Elections staff member and one (1) IT staff member to participate/observe the hardware and software installation in order to become familiar with the installation procedures.

**Project Management:**

1. Clear Ballot shall have primary project management responsibility and shall be responsible for ensuring that the project is completed on time and on budget.
2. The Clear Ballot Project Manager shall provide regular status reports to the Project Sponsor and County Project Manager. At a minimum, the status report should include tasks at risk/in jeopardy, tasks completed, estimate of time required to complete tasks in progress, and tasks planned to start in the upcoming week.

**County Responsibilities:**

1. County will ensure that County Elections and IT staff are available to work with Clear Ballot when needed.
2. County will be responsible for providing furniture needed in the counting area (tables, chairs, etc.).
3. County will be responsible for selecting a third-party, ballot-printing vendor and making any necessary arrangements for printing ballots.

**Contractor Responsibilities:**

1. Clear Ballot shall have primary project management responsibility.
2. Clear Ballot shall notify the County in advance as to what resources are required and when.
3. Clear Ballot shall be responsible for procuring, configuring, shipping and installing all hardware.
4. Clear Ballot shall be responsible for installing software, with County participation.
5. Clear Ballot shall be responsible for conducting training and shall provide the necessary equipment and training materials, unless prior arrangements have been made with the County.
6. Clear Ballot shall be responsible for certifying any ballot printer(s) selected by the County.

**Training:**

1. Training shall be conducted by Clear Ballot staff.
2. Training shall be completed no later than [REDACTED].
3. Training shall consist of the following 6 courses:
  - a. ClearVote Overview
  - b. ClearVote Installation and Setup
  - c. ClearVote System Administration

- d. ClearVote Operations and General Maintenance
  - e. Using ClearVote Election Reports
  - f. Using ClearDesign
4. The Clear Ballot Project Manager shall work with the County Clerk to develop a detailed training schedule. The schedule shall identify the date, time and location for each course and the attendees for each course. The timing requirement for the schedule is to allow adequate time for staff to arrange their schedules to be able to attend.
  5. Clear Ballot shall provide manuals and training videos. Manuals and videos are currently available for the ballot-tabulation process.

**Testing:**

**Acceptance Test Plan:**

A detailed acceptance test plan shall be developed as part of the project. At a high level, the acceptance test plan must demonstrate that the system can support items defined in the Requirements section of this SOW to the satisfaction of the County.

**Final Acceptance Testing:**

The Solution shall be considered fully accepted following the successful completion of the [REDACTED] election cycle using the Solution ("Final Acceptance").

**Acceptance Criteria or Procedure:**

Acceptance criteria for all standard features of the system are described in the table entitled "Requirements for Solution" and will be based on an acceptance test that will exercise all system functions that the County will use in the course of conducting an election.

**System Documentation and Manuals:**

Clear Ballot shall provide one complete set of product documentation on paper and one complete set in PDF format. Said documentation shall be maintained on Clear Ballot's online support portal. This documentation shall include all technical, database, application, training and user documentation and manuals.

**Knowledge Transfer:**

Clear Ballot shall provide knowledge transfer to ensure County staff are fully capable of using and supporting the Solution. Such knowledge transfer will be facilitated by the following:

1. County staff will work alongside Clear Ballot staff when Clear Ballot staff are installing Software and Hardware or performing any other standard configuration and maintenance on the system.
2. County staff will participate in formal training as described in the Training Section of this SOW.
3. County staff will participate in an acceptance test that will simulate the actual ballot-tallying process as closely as possible.

**Change Order Process:**

In the event that a change in the scope, schedule, or cost of this SOW is necessary, such change shall be documented, communicated, and agreed upon following the Change Control Process described in the Agreement.

**Fees/Rates, Invoices, Payment:**

**Hardware and Software:**

**Hardware Purchase Price/Discounts:**

County shall acquire from Clear Ballot the Hardware described in Exhibit 3 "Hardware Quote Details" at the prices listed therein, which represent discounted manufactures' pricing, passed on at cost by Clear Ballot. This represents a twenty percent (20%) discount off Clear Ballot's Approved Hardware customer list prices.

**Software Purchase Price:**

County shall acquire from Clear Ballot, the Software described in Exhibit 4 "Software Details."

**Training Price:**

Clear Ballot shall provide training set forth in this SOW at the rate of [REDACTED] for the initial day of each trip and [REDACTED] for each subsequent day.

[REDACTED]

**Prices for SOW Categories:**

Category	Total Price
Hardware	\$ [REDACTED]
Software	\$ [REDACTED]
Training	\$ [REDACTED]

**Invoices/Payments:** Unless specified otherwise herein, upon acceptance of deliverables by County, Clear Ballot shall invoice for payment as described in the Payment Milestones table.

**Payment Milestones:**

<b>Milestone</b>	<b>Payment Amount</b>
1. Hardware and Software Purchase	100% of Hardware 50% of Software
2. Hardware and Software Installation	20% of Software
3. Training and Acceptance Testing Completion	20% of Software 100% of Training
4. Final Acceptance Testing Completion [REDACTED]	10% of Software

The maximum amounts to be invoiced by Clear Ballot under this SOW, [REDACTED] for all Payment Milestones and as outlined in the above "Prices for SOW Categories" table.

**Termination of SOW:** This SOW may be terminated upon ten (10) days written notice from County. In the event that the Solution cannot pass County's Final Acceptance, Clear Ballot shall refund all fees paid by County, and at County's sole discretion, either; 1) accept the return of the Hardware and Software with no further cost or liability to County, or 2) accept the return of the Software and transfer any Clear Ballot rights and responsibilities relating to the Hardware to County, and County shall retain possession of the Hardware for use with a replacement Solution.

The undersigned hereby agree to be bound by the terms and requirements of this SOW and the attached Exhibits and Attachments.

[REDACTED] County

Clear Ballot Group



2016-2017.

IT FURTHER APPEARING TO THE BOARD: That the Facility Capital Reserve is designed to work in this way to provide the funds for County capital needs.

IT FURTHER APPEARING TO THE BOARD: That the General Fund will have revenue fully offsetting the expense meaning this is not a decrease in fund balance.

NOW, THEREFORE, IT IS HEREBY RESOLVED: That \$65,400 in unanticipated capital outlay in General Fund Administrative Services (Information Technology – Capital Outlay) increase in the budget be offset by an increase in the General Fund Transfers of \$65,400. In the Facility Capital Reserve Fund, Capital Expenditures budget is decreased by \$65,400 and this offsets an increase to her Transfers Out. This is a change within the fund and does not increase the overall appropriation for the fund. The fiscal year 2016-17 budget is hereby amended as follows:

Fund	Classification	Increase/Decrease
101	Administrative Services – IT Capital	\$65,400 Increase
101	Transfer In	\$65,400 Increase
326	Capital Outlay	-\$65,400 Decrease
326	Transfer Out	\$65,400 Increase

DATED this 1<sup>st</sup> day of February, 2017.

WASCO COUNTY  
BOARD OF  
COMMISSIONERS

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Rod L. Runyon, Commission Chair

APPROVED AS TO FORM:

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Scott C. Hege, County Commissioner

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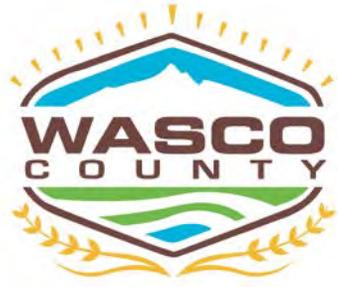
Kristen Campbell  
Wasco County Counsel

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Steven D. Kramer, County Commissioner

**Agenda Item**  
**SWPRD Deed Conveyance**

- [Staff Memo](#)
- [Bargain Sale & Deed](#)



## Memo:

### Deeding of Wasco County Property at Pine Hollow Reservoir to South Wasco Park & Recreation District

For more than five years, the north boat ramp at Pine Hollow Reservoir in south Wasco County has been unusable due to a cracked ramp. Neither Badger Improvement District (who owns the land under the reservoir), nor Wasco County (who built the ramp back in the 70's) want to own or maintain a new boat ramp. A solution was created through the formation of the South Wasco Park & Recreation District (SWPRD), a community-led special district dedicated to managing recreation in south Wasco County.

SWPRD's first project is to apply for a grant through the Oregon State Marine Board to replace the north boat ramp. Conditions of this grant require either ownership of the land under the boat ramp, or approval of the owner to proceed with the project. Wasco County owns certain property and road right-of-way up to the high water mark. To allow SWPRD to apply for the OSMB grant, and assume ownership and maintenance of both the north and south boat ramp areas, Wasco County is deeding the property they own at Pine Hollow to SWPRD.

The deed includes the legal boundaries as drawn and described by the Wasco County Surveyor. A reversionary clause is included such that should SWPRD cease to exist or fail to maintain the boat ramps, the property will revert to Wasco County.

The signing of this deed is a significant milestone in the future of recreation at Pine Hollow Reservoir, and an excellent example of the County's vision of *Pioneering Pathways to Prosperity*.

Until a change is requested, all tax statements shall be sent to:

No Change, Tax Exempt Entities

After recording return to:  
Timmons Law PC  
PO Box 2350  
The Dalles, OR 97058

Grantor:  
Wasco County  
511 Washington Street  
The Dalles, OR 97058

Grantee:  
South Wasco Park & Rec. District  
Keith A. Mobley, Lawyer  
P.O. Box 537  
Dufur, OR 97021

Consideration: Public Purpose, ORS 271.330

#### BARGAIN AND SALE DEED

COUNTY OF WASCO, a political subdivision of the State of Oregon, Grantor, conveys to SOUTH WASCO PARK & RECREATION DISTRICT, an Oregon special district formed under the authority of ORS chapters 198 and 266, Grantee, the following described real property in Wasco County, Oregon (the "Property"):

Description for North Access Property

That property in the East 1/2 of the Southwest 1/4 of Section 3, Township 4 South, Range 12 East, W. M., Wasco County, Oregon, more particularly described as follows:

"Play Ground" tract, Subdivision Plat of Pine Hollow Recreation Development, East Shore Lots, Second Addition, filed October 4, 1972, in Slide A-065, records of Wasco County, Oregon;

INCLUDING the underlying fee of the southerly half of North Pine Hollow Access County Road, from the northerly extension of the easterly line of said Play Ground tract, westerly to the easterly boundary of The Badger

Improvement District property, as described in Corrective Deed 2017-xxxx, also being the high water line of Pine Hollow Reservoir.

Description for South Access Property

That property in the East 1/2 half of Section 10, Township 4 South, Range 12 East, W. M., Wasco County, Oregon, more particularly described as follows:

Parcel 2, Partition Plat 2003-0005, recorded April 17, 2003 as Document 2003-2218, in Slide C-188B, records of Wasco County, Oregon;

INCLUDING the underlying fee of the westerly half of South Pine Hollow Access County Road, from the southeasterly extension of the southwesterly line of said Parcel 2, northerly to the southerly boundary of The Badger Improvement District property, as described in Corrective Deed 2017-xxxx, also being the high water line of Pine Hollow Reservoir.

Subject to and excepting all instruments and matters of record and those not of record which affect the above described real property.

The true consideration for this conveyance stated is: zero (0) dollars pursuant to ORS 271.330, subject to the following condition: if Grantee is dissolved or ceases to function as a Park & Recreation District as defined by Oregon Revised Statutes or if the Property ceases to be used in conformance with ORS 271.330 or its successor, the Property shall revert to and thereafter become fee simple real estate again owned by Grantor. Before any legal dissolution, Grantee will provide a bargain and sale deed in form and substance acceptable to Grantor evidencing the reversion and reconveyance of the real property.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER

ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

DATED: \_\_\_\_\_, 2017.

WASCO COUNTY  
BOARD OF COMMISSIONERS

By: \_\_\_\_\_  
Scott C. Hege, Commission Chair

By: \_\_\_\_\_  
Rod L. Runyon, County Commissioner

By: \_\_\_\_\_  
Steven D. Kramer, County Commissioner

STATE OF OREGON            )  
  ) ss. \_\_\_\_\_, 2017.  
County of Wasco            )

Personally appeared the above named Scott C. Hege, Commission Chair of Wasco County, a political subdivision of the State of Oregon, and acknowledged the foregoing instrument to be his voluntary act and deed.

\_\_\_\_\_  
Notary Public for Oregon

STATE OF OREGON            )  
  ) ss. \_\_\_\_\_, 2017.  
County of Wasco            )

Personally appeared the above named Rod L. Runyon, County Commissioner of Wasco County, a political subdivision of the State of Oregon, and acknowledged the foregoing instrument to be his voluntary act and deed.

\_\_\_\_\_  
Notary Public for Oregon

STATE OF OREGON            )  
  ) ss. \_\_\_\_\_, 2017.  
County of Wasco            )

Personally appeared the above named Steven D. Kramer, County Commissioner of Wasco County, a political subdivision of the State of Oregon, and acknowledged the foregoing instrument to be his voluntary act and deed.

\_\_\_\_\_  
Notary Public for Oregon

SOUTH WASCO PARK &  
RECREATION DISTRICT

By: \_\_\_\_\_  
Frank Veenker, Vice President

ATTEST:

\_\_\_\_\_  
Brian Manning, Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Kristen A. Campbell, Wasco County Counsel

**Agenda Item**  
**Executive Session Pursuant to ORS 192.660(2)(d)**  
**Labor Consultations**

- [No Documents have been submitted for this item](#)  
– [RETURN TO AGENDA](#)