

SUPPLEMENTAL AGENDA

REGULAR CITY COUNCIL MEETING

February 27, 2012

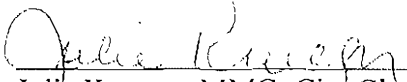
5:30 p.m.

CITY HALL COUNCIL CHAMBER
313 COURT STREET
THE DALLES, OREGON

**Items to be Added to the February 27, 2012
City Council Meeting Listed Below**

12. ACTION ITEMS

- A. Approval of New Full-Time Position of Information Technology (IT) Manager
- B. Approval of Agreement With Department of Land Conservation and Development for the Periodic Review Work Program, Phase III


Julie Krueger, MMC, City Clerk



CITY of THE DALLES

313 COURT STREET
THE DALLES, OREGON 97058

(541) 296-5481
FAX (541) 296-6906

AGENDA STAFF REPORT
CITY OF THE DALLES

MEETING DATE	AGENDA LOCATION	AGENDA REPORT #
February 27, 2012		

TO: Mayor and City Council

FROM: Nolan K. Young, City Manager *NKY*

DATE: February 21, 2012

ISSUE: Creation of a New Full-time Position of Information Technology (IT) Manager

BACKGROUND: For the last five years, the City of The Dalles has contracted with Region 9 Education Service District (ESD) to provide technology support for the City. We believe that we have evolved to the point that it would be in the best interest of the City to bring the position in-house and create a new full time position of IT Manager, working under the direction of the City Manager (see attached City Organizational Flow Chart). ESD is aware of our intent and our appreciation of the valuable service they have provided over the last five years.

In order for the City Manager to create and fill this position, it is necessary to receive the approval of the City Council. We request approval at this time. (Attached is a copy of the proposed job description for this position.)

BUDGET IMPLICATIONS: We are proposing to place this position in Range I of our exempt employee pay schedule. The annual salary currently for this range is \$56,390.81 to \$69,353.58. The following positions are currently in the same range; Water Distribution Manager, Waste Water Manager, Transportation Manager, Project Engineer, Regulatory/Admin Manager, and Police Sergeant. In addition to salary and benefit costs, there would also be costs for cellphone allowance, travel, and training. The City should save between \$10,000 and \$20,000 annually (depending on which salary step the new employee is placed at and when retirement contributions begin) compared to the \$108,679 contract proposed by ESD for FY 2012-13. The costs savings is a secondary

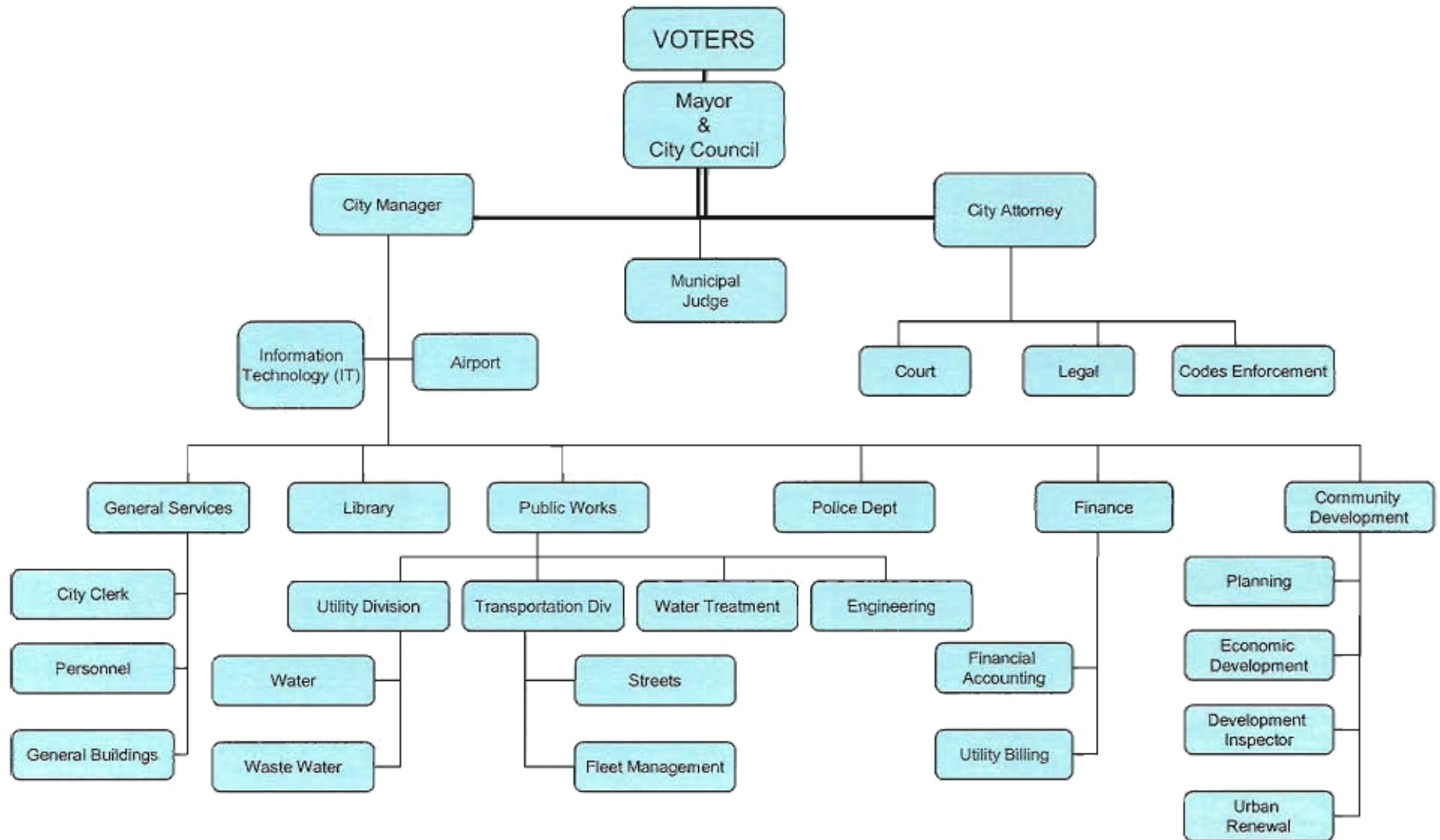
benefit to going this direction. The primary benefit is because we feel a full time position will better represent the city's future IT needs.

Our current contract with ESD expires on June 30, 2012. The intent would be to fill this new position on July 1, 2012.

COUNCIL ALTERNATIVES:

1. ***Staff Recommendation: Direct the City Manager to create and fill a full time IT Manager Position effective July 1, 2012.***
2. Decline to create a full time IT Manager Position and direct City Manager to negotiate a new agreement with ESD to provide IT Services for FY 2012/13.
3. Postpone action on this item to allow for further research.

City of The Dalles – Organizational Flow Chart





POSITION DESCRIPTION

TITLE: Information Technology Manager
DIVISION: Information Technology
REPORTS TO: City Manager
SUPERVISES: Not Applicable

DEFINITION: Performs duties related to technology coordination, implementation, and five-year capital improvement plan for the city as it relates to IT. Plan, direct, implement, manage and oversee the activities and operations of all information and telecommunication systems within the City of The Dalles. Provide training and technical support for city computer users. Provide software and network support, training and troubleshooting to users in a networked and non-networked microcomputer environment. Plan and coordinate the budgeting, configuration and operations of all personal computers and computer networks for individual departments and external agencies. Initiate and maintain the current PC rotation plan. Consult with department directors and/or managers regarding software applications, peripheral equipment, security functions, and future requirements in each departmental area. Ensure that servers, personal computers, and networks are functioning properly and are available for the intended users. Responsibilities include systems development and maintenance, network administration and infrastructure, data communications, telecommunications and technical support. This position establishes and maintains the division's information technology strategic plan. Work hours for this position is generally Monday – Friday, 8 a.m. to 5 p.m. with the understanding that frequently maintenance or emergency work will need to be completed after regular business hours.

SUPERVISION RECEIVED: Work is done under the general supervision of the City Manager; however, the employee will perform most daily duties under self-direction. The employee in this position will organize and conduct work assignments on a priority and as-time-allows basis.

ESSENTIAL JOB FUNCTIONS:

- Support of existing information technical systems and infrastructure during business hours and off hours as necessary.
- Day to day troubleshooting (password resets, account additions, wiring issues, and other related tasks).
- Assist the City Manager with development of network and computer policies, administrative rules, and operational procedures.
- Monitor network and computer polices and operational procedures.
- Desktop support, including printing problems
- User account creation
- Maintain and support major systems, including servers, routers, and switches

- Draft five-year capital improvement plan to present to the City Manager annually
- Recommend, purchase, install and support service packs and upgrades to city server
- PC support for all city departments
- Manage vital areas of technology infrastructure including:
 - ✓ Account Creation
 - ✓ Virus protection
 - ✓ Tape backup
 - ✓ Machine standardization
 - ✓ Renewal of domains, service contracts and point of contact for third party vendors

WORKING CONDITIONS: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is occasionally exposed to moving mechanical parts; high, precarious places; outside weather conditions; and risk of electrical shock. The noise level in the work environment is usually moderate. Travel between City facilities is frequent.

ABILITY TO:

1. Perform the essential job functions.
2. Work with office equipment, servers and network hardware and software.
3. Type at a proficient level appropriate to the position needs.
4. Communicate effectively, both verbally and in writing.
5. Establish and maintain effective working relationships with employees and the public.

QUALIFICATIONS: Any equivalent combination of education and experience which provides the applicant with the knowledge, skills and abilities required to perform the job. A typical way to obtain the knowledge, skills and abilities would be:

Education: Bachelor's degree or additional education (training, seminars or college courses).

Experience: Six years' experience in a related position.

Training: Experience in PC operation and maintenance, and network administration and maintenance, network administration and maintenance, and telecommunications. Microsoft and Cisco certification or related experience is preferred.

LICENSES OR CERTIFICATES: Valid Driver's License



CITY of THE DALLES

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THE DALLES, OREGON 97058

(541) 296-5481 ext. 1125
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AGENDA STAFF REPORT

MEETING DATE	AGENDA LOCATION	AGENDA REPORT #

TO: Honorable Mayor and City Council

FROM: Dan Durow, Community Development Director

THRU: Nolan Young, City Manager

DATE: February 16, 2012

RE: Contract Approval with the Department of Land Conservation and Development for the Periodic Review Work Program, Phase III.

ISSUE: This is the 3rd Periodic Review Grant to be received by the City from The Department of Land Conservation and Development (DLCD). It is for the current biennium, which ends in June of 2013 and covers two fiscal years for the City. The grant match offered by the City covers both FY 2011-12 and FY 2012-13.

The grant will be used to complete the remaining work in the Periodic Review Work Program approved by the DLCD in 2008, except for the Local Wetlands Inventory (LWI). Completing the remaining Work Program items will allow the City to apply to the Land Conservation and Development Commission (LCDC) and the Columbia River Gorge Commission (CRGC) to amend our DLCD established Urban Growth Boundary and National Scenic Area established, Urban Exempt Area.

The LWI will be completed in a subsequent phase when monies are available to do that work. Not having the LWI done will not prevent the City from making the necessary findings to support an application to the State and Gorge Commission for the boundary

amendments. We will not be completed with Periodic Review, however, until the LWI is completed.

BACKGROUND: The attached contract has general and special conditions, and outlines the Phase III work yet to be done. This work includes:

1. Completing a Cultural Resources Management Plan,
2. Updating the Land Use and Development Ordinance,
3. Updating the Comprehensive Land Use Plan,
4. Prepare a Public Facilities Plan,
5. Prepare a UGB alternatives analysis,
6. Prepare hearings-ready drafts of the above documents,
7. Coordination, findings document, and staff reports.

BUDGET IMPLICATIONS: The FY 2011-12 City budget has sufficient funds to support the work anticipated to be completed this fiscal year. The City's share of the total cost is made up of \$50,000 in cash and the balance, \$60,000, in in-kind staff time and resources. It is anticipated that there will be significant staff time devoted to the Periodic Review Work Plan over the next 18 months. The City will continue to contract with Winterbrook Planning, LLC. to assist the Community Development Department in completing the Work Program.

RECOMMENDATION:

(Suggested motion) ...move to authorize the City manager to sign the contract with the Department of Land Conservation and Development to receive the Periodic Review grant of \$150,000.

Alternatives:

1. Not approve the grant agreement.
2. Not approve the grant agreement at this time and direct staff to negotiate the contract further with the DLCD.

Oregon Department of Land Conservation and Development 635 Capitol Street N.E. Salem, Oregon 97301 2011-2013 Grant Contract		Date February 16, 2012
		Type of Grant Periodic Review - Urban
Grantee Name The City of The Dalles Community Development		Grant No. PR-U-13-169
Street Address 313 Court Street The Dalles, Oregon 97058		DLCD Share of Cost \$150,000.00
State General Fund X	Closing Date May 30, 2013	Grantee Share of Cost (if applicable) \$110,000.00
Last Legal Date to Amend Grant per Standard Condition 16.		Total Cost \$260,000.00
		<u>Amendments Deadline to this Grant</u> <u>NO LATER THAN</u> <u>March 1, 2013</u>
Project Title The Dalles Periodic Review Phase III		
Grantee Representative Dan Durow, Director Phone: 541.296.5481 ext.2 ddurow@ci.the-dalles.or.us		DLCD Representative Karen Swirsky, DLCD Grant Manager Phone: 541.325.6927 karen.swirsky@state.or.us

This State of Oregon grant Contract herein referred to as **Contract**, and is by and between the **Department of Land Conservation and Development**, herein referred to as **DLCD**, and the **City of the Dalles** herein referred to as **Grantee**.

This Contract, approved by the Director of the Department of Land Conservation and Development, acting on behalf of the Land Conservation and Development Commission, is issued in duplicate and constitutes an obligation of funds in return for the work described herein. By signing the two documents, Grantee agrees to comply with the grant provisions checked below and attached. **Upon acceptance by Grantee, the two signed complete documents shall be returned to DLCD.**

Grantee shall sign both copies of this Contract and return both signed copies to DLCD within thirty (30) days of the date at the top of this page. If not signed and returned without modification by Grantee within thirty (30) days of receipt, the DLCD Grant Program Manager may unilaterally terminate the grant award. Upon receipt of the signed Contract the DLCD Grant Program Manager shall sign and return one copy to Grantee.

The Effective Date of this Contract is the latest date on which all parties have signed this Contract and all necessary approvals have been obtained by the "Effective Date".

Funds provided under this Contract can only be used for **expenditures incurred on or after the Effective Date and on or before the Closing Date specified above.**

This grant may be amended according to the policies and procedures of DLCD, and with the Contract of all parties to the Contract, but the Closing Date cannot go beyond **May 30, 2013.**

This Contract consists of the required signatures and attachments listed and checked below. The attachments are listed in descending order of precedence. In the case of any conflict among the documents, the document with the higher precedence shall control.

Components of the Contract and required signatures are below.

- Department of Land Conservation and Development Special Award Conditions
- Department of Land Conservation and Development Standard Award Conditions
- Attachment A: Grantee Grant Application and Narrative
- Attachment B: Contact Names and Addresses identified in Attachment B
- Attachment C: Request for Reimbursement Form and Instructions
- Attachment D: Intergovernmental/Regional Solutions Team (IGRST) Names
- Attachment E: Periodic Review Assistance Team (PRAT) Names and Addresses

Print Name of Authorized Official For the Grantee	Title	Date
Signature of Authorized Official For the Grantee		
Print Name of DLCD Grant Program Manager	Title	Date
Patty Snow	Community Services Manager	
Signature of DLCD Grant Program Manager		

DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT SPECIAL AWARD CONDITIONS

Subject to any applicable debt limitation set forth in Article XI, Section 10, of the Oregon Constitution, by city charter or otherwise, and contingent upon funds being appropriated by the Legislative Assembly and sufficient allotment authority therefore, Grantee agrees to the provisions below.

1. **Grantee agrees** that this grant, number **PR-U-13-169, to City of the Dalles Community Development Department** supports the work described in the Grantee's grant application (the "Project" or the "Work"), which is incorporated into this Contract as **Attachment A-Grantee Grant Application and Narrative**. Where the terms of the other Contract documents and Attachment A differ, Attachment A will be given the priority set forth above and these special award conditions shall prevail.
2. **Grantee agrees** that all reports, studies, and other documents produced under this scope of work must indicate on the cover or the title page an acknowledgement of the financial assistance provided by DLCD and Bear the following legend: "This project is funded by Oregon general fund dollars through the Department of Land Conservation and Development. The contents of this document do not necessarily reflect the views or policies of the State of Oregon."
3. **Grantee agrees** to identify the location of the originals of any Product(s) or "Work Product(s)", if the copy is submitted to DLCD or if the "Product(s)" or "Work Products" is one-of-a-kind document.
4. **Grantee agrees** to first obtain DLCD approval of any chosen facilitator (consultant), before locally approving a facilitator (consultant), and signing a Local Agreement or Local Contract to perform all, or a portion of the Project.
5. **Grantee agrees** to provide a legible copy of the signed Local Agreement or Local Contract between the jurisdiction and the facilitator, no later than 3 business days after both parties have signed the Local Agreement or Local Contract.
6. **Grantee agrees to complete the following by April 16, 2012**
 - a. Identify by name, address, telephone, and email address, those person(s) who will be performing the Project Work and which of tasks listed under the Scope of Work for this Contract ("Work Tasks") they will work on.
 - b. List each step that will be taken to complete each Work Task(s) and any Product(s) or Work Product(s) delivered in connection with the Work Task(s).
 - c. Provide a specific and descriptive explanation of each "Product" or "Work Product" to be delivered under a Work Task.
7. **Grantee agrees** in performing the Project under this Contract, to ensure consistent, coordinated use of population, employment, housing, and land needs projections associated with the following activities: The periodic review work programs and related tasks.
8. **Grantee agrees** to make every effort to adopt the Final Product(s) (i.e., ordinances, maps, data bases, supporting documents, and photographs) or otherwise seek approval by the governing body

9. **Grantee agrees** if it is determined necessary by the DLCD Grant Manager to submit a request to DLCD to revised the Periodic Review Work Program if there is an amendment to the activities and products of this Contract that are different from their approved periodic review program.
10. **Grantee agrees** that any Periodic Review Contract Final Products (i.e., ordinances, maps, websites, databases, supporting documents, and photographs) shall be Hearings Ready Draft Products and identified with a Work Task number and if submitted under Attachment F- DLCD Form 1 Periodic Review Submittal Form per ORS 197.622-ORS 197.644 and OAR 660-025-130(1), and will include a time frame for the future adoption of the Product(s).
11. **Grantee agrees** that any Periodic Review Work Program Task Contract Final Products must be first proposed under Attachment D: DLCD Form 1 Periodic Review Work Program Task Proposed Hearing 35 days per ORS 197.610 and OAR 660-025-0080 before the first evidentiary hearing.
12. Grantee agrees to adopt the final CRMP, Comprehensive Plan, LUDO, Programmatic Agreement, Revised PFP, expansion area PFP, Revised UGB Alternative Analysis updated, staff reports, and city ordinances **within 6 months of the closing date of this contract or no later than December 31, 2013.**
13. **Grantee agrees** to coordinate and provide notice to DLCD, Wasco County, and any other agencies, and organizations listed in Attachment A of public meeting(s), workshop(s), work session(s), and/or hearing(s) to develop, review or approve products prepared under this Contract.
14. **Grantee agrees** in consultation with the DLCD Grant Manager provide timely review of all draft copies of Work Product(s), and non-related Draft Work Product(s) to DLCD, affected agencies and organizations for review and comment.
15. **Grantee agrees** to submit a written report at the request of the DLCD Grant Manager at any time outside of the payment schedule in addition to the reports submitted with Attachment C.
16. **Grantee agrees** that DLCD will provide no more than **one interim payment** and a **final payment** before the Closing Date, and agrees that payments will be made only upon submittal of qualifying Product(s) and progress report(s) in accordance with the terms of Attachment C to this Contract. The report(s) must describe the progress to date on each Work Task(s) or Product(s) undertaken during the billing period. Other written or verbal progress reports will be provided upon reasonable request by the DLCD Grant Manager.
17. **Grantee agrees** that the total reimbursement request for All Work Task(s) or Product(s) shall not exceed **\$150,000.00.**
18. **Grantee agrees** and understands that payments under this Contract will be reduced if Work Task(s) or Product(s) scheduled to be completed are not completed by its Community Development Department by the timeline provided in the Work Program and Timeline set Forth on the Scope of Work. The total grant payments under this Contract will not be reduced under this paragraph by more than 20% rounded up to the near dollar amount which equals **\$30,000.00.** Grantee further understands and agrees that DLCD's payment obligations under this Contract are conditioned upon DLCD's receiving funding, appropriations, limitations, allotments or other expenditures authority sufficient to allow DLCD in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Contract.

19. **Grantee agrees** that if a new comprehensive map or zoning map is created or an existing map is revised or updated the product(s) need to be submitted in an electronic form compatible with the Environmental Systems Research Institute's (ESRI) ArcGIS (Coverage, Shapefile and Geodatabase)
20. **Grantee agrees** GEO/GIS data should be free of topological errors and Metadata compliant with the current State of Oregon Metadata Standards accessible at <http://www.oregon.gov/DAS/EISPD/GEO/standards/standards.shtml> under file name Introduction to Oregon Metadata Standard (metadata_Opportunity[1].pdf). The Projection of the data may be determined by the jurisdiction. All data should have the projection defined with the dataset and must be documented in the metadata.
21. **Grantee agrees** that DLCD may display appropriate Product(s) on its web interface or corporate GIS data generated under this Contract and any additional data provided that is not specifically restricted into state agency databases, acknowledging that Grantee and agents of Grantee are not responsible for the accuracy of such data. DLCD may also share the data specifically generated under this Contract with other agencies and organizations, as this is data that DLCD owns as Work Product(s) under Standard Award Conditions Number 2.
22. **Grantee agrees** to produce and submit to DLCD those Product(s) as specified in this Contract, including but not limited to those Products further described in Grantee's Grant Application Narrative or Scope of Work (SOW).
23. **Grantee agrees** to not use or charge grant funds provided under this Contract for consultant(s) trip expense(s), lodging, or any other expense submitted by consultant(s), except for the initial consultant(s) trip to Grantee. Grantee may use grant funds to pay for Product(s) produced by consultant(s).
24. **Grantee agrees** to provide copies of all final Product(s) produced under this Contract to DLCD in the manner described in the following Scope of Work and in **Attachment A-Grantee's Grant Application and Narrative**.

City of The Dalles Periodic Review Scope of Work

Project Purpose Statement

The Dalles Comprehensive Land Use Plan (CLUP) and Urban Growth Boundary (UGB) were acknowledged by the Land Conservation and Development Commission (LCDC) in 1982. Although The Dalles has been actively engaged in planning and economic development efforts over the last 27 years, its UGB has not changed since its establishment. Although population growth slowed in the 1980s, it has since picked up due to recent economic activity and recognition of the quality of life offered by Columbia River Gorge communities. While the UGB has remained static, The Dalles has actively planned for the future. Major planning accomplishments over the last 20 years were described in the 2009 Periodic Review grant proposal.

Phases I and II of The Dalles Comprehensive Plan Update

In 2005, the City of The Dalles (the City) worked closely with DLCD to develop a two-stage, four year work program to update to The Dalles CLUP, UGB and land use regulations. Phase I (land needs assessment and policy review) was completed during the summer of 2007 and was Phase I results were discussed at some length in the 2009 Periodic Review grant request. The Phase II work program (for FY 2009-11) was based on the need to:

- (1) Adopt and implement plan and code amendments related to the Goal 5 (riparian corridors), Goal 9 (economic development), Goal 10 (housing) and Goal 14 (urbanization) of the Comprehensive Land Use Plan (CLUP) for the area within the existing UGB; and
- (2) Address Columbia River Gorge National Scenic Area Act (CRGNSAA) requirements for revising an urban area boundary, including detailed cultural, natural and scenic resource studies evaluating, ranking and mapping alternative UGB expansion areas.

Project Overview and Management

Overall management of the Project will be the responsibility of the City of The Dalles Community Development Department as assisted by the DLCD Grant Manger. Specific Project management duties of the City of the Dalles will include:

- a. Organizing and managing the advisory committee;
- b. Selecting a consultant and contracting for consultant services;
- c. Overseeing consultant work described in this scope of work;
- d. Scheduling and managing meetings, including activities such as, preparing and distributing meeting notices, agendas, and summaries; and assisting the consultant with meeting facilitation.

Project Meeting Materials

Written Project documents or memorandum prepared by the consultant shall be provided to The City of the Dalles and DLCD in electronic format (pdf and Word) one week prior to any scheduled Planning Commission meeting.

Project Partners or Stakeholders

The Project will employ a Stakeholder Committee composed of DLCD, Wasco County, Columbia Gorge Commission United States Scenic Area Office, Affected Tribes, local government and agency staff and others identified by the Stakeholder Committee; and the Periodic Review Assistance Team (PRAT) and Intergovernmental/Regional Solutions Team (IGRST) Coordinator for Wasco County.

Project Deliverables Schedule

The deliverables or “Products” or “Work Products” schedule identified throughout this scope of work refers to months after when the Contract’s Effective Date.

Expectations about Written and Graphic Deliverables

In accord with Section 2 of the Special Award Conditions, all reports, studies, and other documents produced under this scope of work must indicate on the cover or the title page an acknowledgement of the financial assistance provided by DLCD and Bear the following legend: “This project is funded by Oregon general fund dollars through the Department of Land Conservation and Development. The contents of this document do not necessarily reflect the views or policies of the State of Oregon.”

The consultant shall provide one CD copy and one paper copy of Draft and Final Hearings Ready Draft Products to The City of The Dalles Community Development Department. The City shall reproduce and distribute one CD and one paper copy of the final Products to the following Stakeholders: DLCD, Wasco County, Columbia River Gorge Commission, United States Forest Service Scenic Area Office and Affected Tribes, PRAT Team, and the IGRST coordinator for Wasco County.

Work Program and Timeline:

Task R1 Prepare Report 1

Prepare Report 1 in detail as described in Special Conditions 6a.-c., on page 3, of this contract and submit report to DLCD in the manner below.

Task R1 Product(s): Send one (1) copy of the work product in hard copy and one (1) digital CD to the Grant Administrative Specialist; and one (1) copy of the work product in a hard copy and one (1) digital CD to the Grant Manager at the addresses listed **Attachment B-DLCD Contact Information**.

Task R1 Timeline: April 16, 2012

Task R1 Budget: \$000

Task 1: Cultural Resources Management Plan (CRMP) and LUDO Amendments. For the Public to Review

To address CRGNSAA Columbia River Gorge National Scenic Area Act (CRGNSAA) requirements, follow through on recommendations of the Cultural Resources Evaluation and incorporate tribal concerns, the City is committed to preparing, coordinating and adopting effective CLUP and LUDO amendments to protect and mitigate for development impacts on archeological resources.

The Cultural Resources Evaluation (Willamette CRA, 2011) determined that almost all buildable land within potential UGB expansion areas has either “high” or “medium” potential for archeological resources. The Periodic Review Work Program and the Cultural Resources Evaluation call for completing a cultural resources protection and mitigation plan with implementing land use regulations. The CRMP will apply to lands all lands within the proposed UGB expansion area.

Prepare drafts Cultural Resource Management Plan (CRMP), Land Use Development Ordinance (LUDO), and Programmatic Agreement (PA) documents in coordination with stakeholder groups identified above for the public to review. As described in further detail in Attachment A – Form and Narrative.

Task 1 Product(s):

Consultant Deliverables: Drafts of the CRMP, LUDO, and PA

City Deliverables: Provide public review copy as needed, for local review and Send copies to all stakeholders, and the Periodic Review Assistance Team see Attachment E of this contract and Intergovernmental/Regional Solutions Team coordinator for Wasco County see Attachment D of this contract.

Task 1 Timeline: 3 Months

Task 1 Budget: \$30,000.00

Task 2: Prepare PFP for existing UGB and then amend the PFP For the Proposed UGB Expansion

A. The PFP for the existing UGB will be prepared in accordance with OAR 660 Division 011 standards. The City will use existing master plans for sanitary sewer, water and storm drainage to identify projects and timing, and will incorporate the results of these master plans into a new PFP format that identifies and describes needed projects, timing, location and funding sources.

B. The proposed UGB expansion area will be based on both Goal 14 administrative rule requirements (including ORS 197.298 Priorities for urban growth boundary expansion) and CRGNSAA requirements for expansion of urban areas (including the Columbia River Gorge Management Plan). Once the precise location of the proposed UGB has been determined based on a coordinated effort involving DLCD, Gorge Commission staff, and tribal representatives, a draft PFP for this expansion area will be prepared. The City anticipates that some civil engineering services will be required to supplement existing master plans - especially for proposed UGB expansion areas. As described in Further Detail in Attachment A – Form and Narrative.

Task 2 Product(s):

Consultant Deliverables: Draft PFP of the existing UGB
City Deliverables: Draft UGB Expansion Area and Mapping, and updated PFP for expansion area. Send copies to all stakeholders, and the Periodic Review Assistance Team see Attachment E of this contract and Intergovernmental/Regional Solutions Team coordinator for Wasco County see Attachment D of this contract.

Task 2 Timeline: 2 Months

Task 2 Budget: \$20,000.00

Task 3: Revised UGB Alternatives Analysis.

In 2007, The Dalles tentatively adopted a proposed UGB based on the Goal 14 rule and ORS 197.298 priorities for urban growth boundary expansion. DLCD supported the results of this analysis; however, the Gorge Commission felt that the draft findings were insufficient to address CRGNSAA standards.

To facilitate public discussion, preliminary revisions to the 2007 Tentative UGB expansion are necessary to address the results of these studies. The preliminary revised UGB will be based on both the Goal 14 rule and the Columbia River Gorge Management Plan, and will serve as the basis for discussion with local, tribal, state and federal agencies, and for preparation of the PFP and LWI. The revised draft UGB will be available for public review by February of 2012.

A more comprehensive and detailed UGB alternatives analysis will be prepared based on comments received. The UGB alternatives analysis will be updated as necessary to incorporate the results of Phase II cultural, natural and scenic resource studies, the revised BLI and PFP, while maintaining consistency with Goal 14 rule requirements.

Task 3 Products:

Consultant Deliverables: Amended Draft Proposal of revised UGB expansion area.
City Deliverables: Send copies to all stakeholders, and the Periodic Review Assistance Team see Attachment E of this contract, and Intergovernmental/Regional Solutions Team coordinator for Wasco County see Attachment D of this contract.

Task 3 Timeline: 3 months

Task 3 Budget: \$5,000.00

Task 4: Prepare Hearings Ready Draft for CRMP, LUDO, and Programmatic Agreement
Prepare hearings ready drafts using the products from Task 1, the public comments received by the City, and comments from the Stakeholders. Update the CRMP, and LUDO.

Task 4 Products:

Consultant Deliverables: Hearings Ready Draft of CRMP, LUDO, and Programmatic Agreement

City Deliverables: Send Copies to Wasco County, City of The Dalles, Stakeholders, Periodic Review Assistance Team, see Attachment E of this contract and Intergovernmental/Regional Solutions Team coordinator for Wasco County see Attachment D of this contract.

Task 4 Timeline: 2 Months

Task 4 Budget: \$30,000.00

Task P1: Interim Payment

Prepare reimbursement of **up to \$85,000.00** upon submittal of Work Product(s) listed in **Tasks 1-4 and verification of Report 1**; and a signed **Attachment C: DLCD Interim Reimbursement Form** request acceptable to DLCD.

Task P1 Products: Submit:

Consultant Deliverables: None.

City Deliverables: One (1) copy each of the work product(s) in a hard copy and one (1) CD to the Grant Manager, and one (1) copy each product(s) in a hard copy and One (1) CD to the Grant Administrative Specialist to addresses listed in **Attachment B – DLCD Contact Information**.

Send Attachment C – Interim Reimbursement Form, and accompanying Work Product(s) to the Grant Administrative Specialist. Payment will not be made until all copies are received in the Salem Office and approved by DLCD.

Task 5: Prepare Hearings Ready Draft for expansion area PFP.

Using the products from Task 2, the public comments and stakeholder comments update the expansion area PFP.

Task 5 Products:

Consultant Deliverables: Hearings Ready Drafts of expansion area PFP to City.

City Deliverables Send copies to all stakeholders and the Periodic Review Assistance Team see Attachment E of this contract and Intergovernmental/Regional Solutions Team coordinator See Attachment D of this contract.

Task 5 Timeline: 2 Months

Task 5 Budget: \$15,000

Task 6: Revised UGB Alternative Analysis updated.

Prepare final Hearings Ready Drafts of the Proposed UGB Expansion Findings also need to be adopted reconciling the state and federal urban area expansion requirements and include total acreage that would be involved. Take the Public Comments, Stakeholders, and PRAT Team Comments and prepare a final UGB Proposal for the expansion area and amendments to support the updated UGB Plan.

Task 6 Products:

Consultant Deliverables: Hearings Ready Drafts of UGB Expansion Area and findings to City.

City Deliverables: Send copies to all stakeholders and the Periodic Review Assistance Team see Attachment E of this contract and Intergovernmental/Regional Solutions Team coordinator See Attachment D of this contract.

Task 6 Timeline: 2 Months

Task 6 Budget: \$30,000.00

Task 7 Prepare the Final Hearings Ready Staff Reports, findings and Ordinances for Task 1-7.

The consultant with the assistance of the City Staff will use products from Task 1-7, prepare the hearings ready drafts for the Ordinance, findings, Staff Report and GIS Map. Prepare a final project report; Include in the report, when all tasks of the project will be proposed to DLCD in a 35 day notice and when a tentative city final hearing will be scheduled within the 6 months window of the close date of this contract. Also in the report include which task(s) if any will not move forward in the future to adoption

Task 7 Products:

Consultant and City Deliverables: Staff Report, Project Findings, Draft Ordinances, and Maps.

Task 7 Timeline: 1 month

Task 7 Budget: \$20,000.00

Budget Summary

Task R1 - Report 1 Special Conditions 6a.-c.	\$ 000
Task 1 – CRMP and LUDO Amendments	\$ 30,000
Task 2 – PFP for Existing UGB	\$ 20,000
Task 3 – Revised UGB Alternative Analysis	\$ 5,000
Task 4 - Hearings Ready Draft CRMP, LUDO, Programmatic Agreement	\$ 30,000
Task 5 – Expansion Area PFP	\$ 15,000
Task 6 - UGB Alternative Analysis Updated	\$ 30,000
Task 7 – Final Hearings Ready Staff Reports, findings, Ordinances	\$ 20,000
Task 8 -	<u>\$ 000</u>
TOTAL	\$150,000

Task FP: Final Payment

Prepare reimbursement **on or before May 30, 2013, of up to \$65,000.00** and the balance of the previously unused grant funds from P1 and P2 for this grant award upon submittal of Work Product(s) listed in **Tasks 5-7**; and a signed **Attachment C - DLCD Final Reimbursement Form** request acceptable to DLCD.

Task FP Products: **Submit**, no later than **June 30, 2013** (30 days after the closeout): one (1) copy each of the work product(s) in a hard copy and one (1) CD to the Gant Manager, and one (1) copy each product(s) in a hard copy and One (1) CD to the Grant Administrative Specialist to addresses listed in **Attachment B – DLCD Contact Information**.

Send Attachment C – Final Reimbursement Form, and the accompanying product(s) to the Grant Administrative Specialist. Payment will not be made until all copies are received in the Salem office and approved by DLCD.

**DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT
STANDARD AWARD CONDITIONS**

Subject to any applicable debt limitation set forth in Article XI, Section 10, of the Oregon Constitution, by city Charter or otherwise, and contingent upon funds being appropriated by the Legislative Assembly and sufficient allotment authority therefore, Grantee agrees to the provisions below.

1. **DLCD Funds:** DLCD certifies that on the Effective Date of this grant sufficient funds are authorized, available, and set-aside, Subject to the provision of ORS 291.261.
2. **Reporting:** At any time before the Closing Date, when requested by the DLCD Grant Manager, Grantee shall provide a written report on the status and progress of Work performed under this Contract within a mutually agreed time frame.
3. **Payments:** DLCD payments to Grantee under this Contract shall be made in accordance with the grant payment schedule described in the "Special Award Conditions Product(s), Activities, or Payments Table or Scope of Work" of this Contract. Payment is contingent upon DLCD's acceptance of the Product(s) or Work Product(s) produced under the Contract. Grantee agrees that reimbursement of all amounts requested by Grantee is contingent upon compliance with all the terms and conditions of this Contract.
4. **Penalty:** Payments to Grantee may be withheld or reduced if DLCD determines that work performed under this Contract is unsatisfactory, based on the best professional judgment of the DLCD Grant Manager, or if one or more terms or conditions of this Contract have not been met to the extent required by law.
5. **Ownership of Work Product(s).**
 - a. **Definitions.** As used in this Paragraph 5 and elsewhere in this Contract, the following terms have the meanings set forth below:
 - i. **"Grantee Intellectual Property"** means any intellectual property owned by Grantee and developed independently from the Project.
 - ii. **"Third Party Intellectual Property"** means any intellectual property owned by parties other than DLCD or Grantee.
 - iii. **"Product(s)" or "Work Product(s)"** means every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein that Grantee is required to deliver to DLCD pursuant to the Project and this Contract, including but not limited to any Product(s) or Work Product(s) described in Special Award Conditions Number 2.

- b. Original Works.** All Product(s) or Work Product(s) created by Grantee pursuant to the Project and this Contract, including derivative works and compilations, and whether or not such Work Product(s) is considered a work made for hire or an employment to invent, shall be the exclusive property of DLCD. DLCD and Grantee agree that such original works of authorship are “work made for hire” of which DLCD is the author within the meaning of the United States Copyright Act. If for any reason the original Product(s) or Work Product(s) created pursuant to the Project is not “work made for hire,” Grantee hereby irrevocably assigns to DLCD any and all of its rights, title, and interest in all original Product(s) or Work Product(s) created pursuant to the Project, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine.
- c. Upon DLCD’s reasonable request,** Grantee shall execute such further documents and instruments necessary to fully vest such rights in DLCD. Grantee forever waives any and all rights relating to original Product(s) or Work Product(s) created pursuant to the Project, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- i. In the event that Product(s) or Work Product(s) created by Grantee under this Contract is Grantee Intellectual Property or is a derivative work based on Grantee Intellectual Property is a compilation that includes Grantee Intellectual Property,** Grantee hereby grants to DLCD an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing elements of the Grantee Intellectual Property employed in the Product(s) or Work Product(s), and to authorize others to do the same on DLCD’s behalf.
- ii. In the event that Product(s) or Work Product(s) created by Grantee under this Contract is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property,** Grantee shall secure on DLCD’s behalf and in the name of DLCD an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing elements of the Third Party Intellectual Property employed in the Product(s) or Work Product(s), and to authorize others to do the same on DLCD’s behalf.
- d. Grantee Intellectual Property.** In the event that Product(s) or Work Product(s) is Grantee Intellectual Property, Grantee hereby grants to DLCD an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Grantee Intellectual Property, and to authorize others to do the same on DLCD’s behalf.
- e. Third Party Works.** In the event that Product(s) or Work Product(s) is Third Party Intellectual Property, Grantee shall secure on DLCD’s behalf and in the name of DLCD, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property, and to authorize others to do the same on DLCD’s behalf.

6. *Indemnity.*

a. **General Indemnity. Subject to Limitation of State of Oregon Constitution and State of Oregon Tort Claims Act.** Grantee shall defend, save, hold harmless, and indemnify the State of Oregon and DLCD and their Officers, Employees, Agents from and against all Claims, Suits, Actions, Losses, Damages, Liabilities, Costs and Expenses of any Nature whatsoever, including Attorney Fees, resulting from, arising out of, relating to the Activities of Grantee or its Officers, Employees, Subcontractors, or Agents under Contract.

b. **Indemnity for Infringement Claims. Subject to Limitation of State of Oregon Constitution and State of Oregon Tort Claims Act. Without limiting the generality of section 6.a,** Grantee Expressly agrees to Defend, Indemnify, and hold DLCD, the State of Oregon and their Agencies, Subdivisions, Officers, Directors, Agents, and Employees harmless from any and all Claims, Suits, Actions, Losses, Liabilities, Costs, Expenses, including Attorney's Fees, and Damages arising out of or related to any claims that the Product(s) or Work Product(s) or Work Task(s) or any other tangible or intangible items delivered to DLCD by Grantee that may be the subject of protection under any State or Federal Intellectual Property Law or Doctrine, or DLCD's use thereof, infringes any Patent, Copyright, Trade Secret, Trademark, Trade Dress, Mask Work, Utility Design, or Other Proprietary Right of any Third Party; provided, that State shall provide Grantee with prompt written notice of any infringement claim.

c. **Control of Defense and Settlement.** Grantee shall have control of the Defense and Settlement of any claim that is subject to sections 6.a or 6.b; however, neither Grantee nor any Attorney engaged by Grantee shall defend the claim in the name of the State of Oregon or any Agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its Agencies, without first receiving from the Oregon Attorney General, in a form and manner determined appropriate by the Attorney General, Authority to Act as Legal Counsel for the State of Oregon, nor shall Grantee settle any claim on behalf of the State of Oregon without the Approval of the Attorney General. the State of Oregon may, at its election and expense, assume its own defense and settlement in the event that the State of Oregon determines that grantee is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue and the State of Oregon desires to assume its own defense.

7. *Termination:*

a. **DLCD's Right to Terminate at its Discretion.** At its sole discretion, DLCD may terminate this Contract:

i. **For its convenience** upon thirty (30) days' prior written notice by DLCD to Grantee;

ii. **Immediately upon written notice** if DLCD fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to allow DLCD, in the exercise of its reasonable administrative discretion, pay for the Product(s) or Work Product(s) or Work Task(s) hereunder; or

iii. **Immediately upon written notice** if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the DLCD's financial assistance under this Grant Contract is prohibited or DLCD is prohibited from paying for the Product(s) or Work Product(s) or Work Task(s) hereunder from the planned funding source.

b. DLCD's Right to Terminate for Cause. In addition to any other rights and remedies DLCD may have under this Contract, DLCD may terminate this Contract immediately upon written notice by DLCD to Grantee, or at such later date as DLCD may establish in such notice, or upon expiration of the time period and with such notice as provided below, upon the occurrence of any of the following events:

- i. Grantee is in default** because Grantee institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;
- ii. Grantee is in default** because Grantee commits any material breach or default of any covenant, warranty, obligation or Contract under this grant Contract, fails to perform any of its obligations under this grant Contract within the time specified herein or any extension thereof, or so fails to pursue its work hereunder as to endanger Grantee's performance under this grant Contract in accordance with its terms, and such breach, default or failure is not cured within fourteen (14) calendar days after DLCD's notice, or such longer period as DLCD may specify in such notice.

c. Grantee's Right to Terminate for Cause. Grantee may terminate this grant Contract with written notice to DLCD upon the occurrence of the following events:

- i. DLCD is in default** because DLCD fails to pay Grantee any amount due pursuant to the terms of this Contract, and DLCD fails to cure such failure within thirty (30) calendar days after Grantee's notice or such longer period as Grantee may specify in such notice; or
- ii. DLCD is in default** because DLCD commits any material breach or default of any covenant, warranty, or obligation under this Contract, fails to perform its commitments hereunder within the time specified or any extension thereof, and DLCD fails to cure such failure within thirty (30) calendar days after Grantee's notice or such longer period as Grantee may specify in such notice.

d. Return of Property. Upon termination of this Contract for any reason whatsoever, Grantee shall immediately deliver to DLCD all of DLCD's property (including without limitation any Product(s) or Work Product(s) or Work Task(s) for which DLCD has made payment in whole or in part) that is in the possession or under the control of Grantee in whatever stage of development and form of recordation such property is expressed or embodied at that time. Upon receiving a notice of termination of this Contract, Grantee shall immediately cease all activities hereunder, unless DLCD expressly directs otherwise in such notice of termination. Upon DLCD's request, Grantee shall surrender to anyone DLCD designates, all documents, research or objects or other tangible things needed to complete the Product(s) or Work Product(s) or Work Task(s).

e. Termination under Paragraph 7 shall be without prejudice to any claims, obligations, or liabilities either party may have incurred prior to such termination.

8. **Failure to Comply:** If a party fails to comply with any of the requirements or conditions of this Contract, the other may, without incurring liability, refuse to perform further pursuant to this Contract. DLCD shall make no further reimbursement to Grantee and Grantee shall upon demand by DLCD promptly repay DLCD all unexpended grant funds and grant funds expended in breach of this Contract.
9. **Accounting and Fiscal Records:** Using standard accepted accounting and fiscal records, the Grantee shall maintain records of the receipt and expenditure of all funds subject to this Contract for a period of six (6) years after the Closing Date, or for such longer period as may be required by applicable law or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later. Accounting records related to this Contract will be separately maintained from other accounting records.
10. **Closeout report:** The Grantee shall submit a closeout report to DLCD within thirty (30) days after termination of the grant or the Closing Date of this Contract whichever is earlier.
11. **Closeout Payment:** Reimbursement up to the total amount of remaining grant funds will be made upon submittal of all required Product(s) or Work Product(s), up to and including those required for the final reimbursement, and a signed DLCD closeout form acceptable to DLCD. DLCD shall authorize payment to the Grantee within ninety (90) days of such submittal for all required Product(s) or Work Product(s) or Work Task(s) that are accepted by the DLCD Grant Manager after review for compliance with the Contract.
12. **Closeout Penalty:** DLCD reserves the right to reduce or withhold final payment if a closeout report is submitted to DLCD after the thirty (30) days, as referenced in Standard Condition Number 10.
13. **Subsequent funding:** Eligibility for subsequent funding to the Grantee is contingent upon receipt of the closeout report as referenced in Standard Condition Number 10.
14. **Audit:** The Oregon Secretary of State, Attorney General of the State of Oregon and the Director of DLCD or any other duly authorized representative of DLCD shall have access to and the right to examine any records of transactions related to this Contract for six (6) years after the final reimbursement under this Contract is authorized by DLCD.
15. **Appropriate use of funds:** Grant funds cannot be used for any purpose other than for the Project and Product(s) or Work Product(s) or Work Task(s) done in accordance with the Work Program and Timeline described in the Scope of Work.
16. **Amendments:** Amendments must be facilitated by the DLCD Grant Manager. An amendment to this Contract may be initiated at any time during the grant period, but must be received at the DLCD Salem Office at least ninety (90) days prior to the Closing Date and be signed by all parties on or before sixty (60) days prior to the Closing Date.