Presented at 11.7.16 CC Mtg -Proclamations

PROCLAMATION

Office of the Mayor, City of Florence



NOVEMBER 17, 2016



NATIONAL RURAL HEALTH DAY November 17, 2016

WHEREAS, Rural communities throughout Oregon and the United States are wonderful places to live and work – places where people come together to benefit the community; and

WHEREAS, Meeting the unique health care challenges of rural citizens can be challenging as rural communities face accessibility issues, a lack of health care providers, and an aging population; and

WHEREAS, Rural hospitals and clinics take the lead as sources of innovation and resourcefulness that reach beyond geographic boundaries to deliver high quality care, and they are also the economic engines of their communities; and

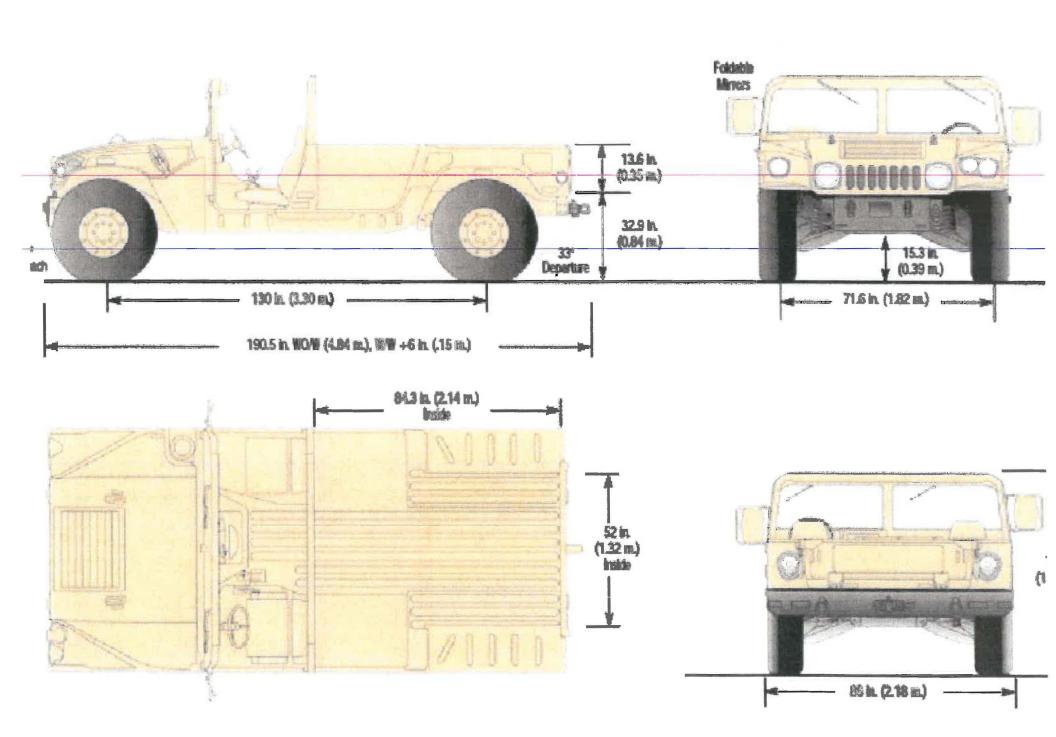
WHEREAS, Being a rural healthcare provider offers tremendous opportunities to offer more comprehensive, compassionate, and patient-centered care to patients.

NOW, THEREFORE, be it resolved that by virtue of the authority vested in me as Mayor of the City of Florence, I do hereby proclaim November 17, 2016 as National Rural Health Day in the City of Florence and encourage all residents to join in this observance.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of Florence, Lane County, Oregon, this 7th day of November, 2016.

Joe Henry, Mayor

Basic Dimensions:



HMMWV (High Mobility Multi-Purpose Wheeled Vehicle) / (Humvee)

Humvee Specs

- The basic Humvee vehicle is 6 feet tall, 7 feet wide, 15 feet long and weighs 5,200 pounds. AM General used a steel frame with five cross members to support the weight of a vehicle with a payload of up to 2,500 pounds. In order to keep the vehicle's total weight at a manageable level, AM General used aluminum to construct the body of the car. The aluminum is strong enough to support heavy armaments, yet is able to flex when the Humvee travels over rough ground.
- A double A-arm independent suspension in the front and rear with hydraulic shock absorbers allow the Humvee to tackle unforgiving terrain. It also has torque-biasing differentials and four-wheel disc brakes, which give the Humvee the ability to continue moving even when some of the wheels lose contact with the ground.
- The Humvee is a fully four-wheel drive vehicle -- the engine powers all four wheels at all times. It also has open-differential gears with torsion differentials. When one wheel begins to slip, it loses torque. The torsion differential system senses the loss of torque and increases torque to the other wheels. Coupled with the brake traction control system, the Humvee's torsion differentials give the vehicle incredible off-road capabilities.
- The Humvee is outfitted with military grade tires that are highly resistant to punctures and general wear.
- Humvee has a 25-gallon fuel tank and can go about 300 miles before needing to refuel -- meaning a basic Humvee gets about 12 miles to the gallon
- The Humvee has power steering and includes a 12 to 24-volt electrical system. Four people can sit inside the cab of the vehicle, depending on the variant. The location of the seats on either side of the drive train helps give the Humvee a low center of gravity.

- The capabilities of a Humvee outweigh an average pick-up truck by far. The amount of torque the Humvee can generate will allow the Humvee to be utilized in all sorts of different terrain and situations. The off road capabilities allow the Humvee to be used in emergency recovery situations.
- The quality of build and ruggedness of a Humvee gives the operator the sense of reliability and confidence that the vehicle will perform as it should.
- To purchase a comparable vehicle of equal capabilities would be upwards of \$60,000.







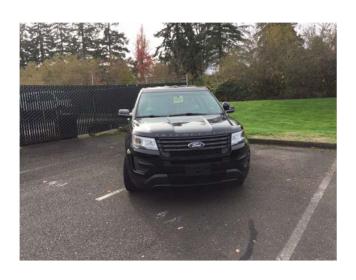


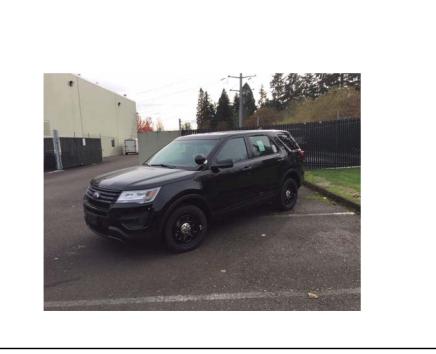




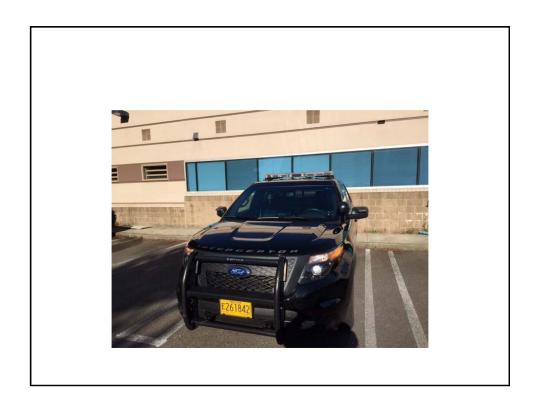
















EDUCATED PEOPLE/ LIFELONG LEARNERS

THE SIUSLAW REGION IS a community of life-long learners. From preschool through high school, community college to enrichment courses and workshops, education is valued and supported. Students feel confident they are prepared for further education and careers. They attend modern, safe schools with state-of-the-art technology that allows them to take specialized, advanced coursework.

Multigenerational volunteers bring experience to classrooms, sharing expertise and mentoring youth. Partnerships between schools, non-governmental organizations, volunteers, public agencies and the business community enhance education. Technical training is offered at both the high schools and the community college.

Internship programs are strong and have business



and community support.

The visual and performing arts are part of each school day. Student-operated gardens provide fresh food for the schools while being a training ground for food-related careers. A vibrant Siuslaw Region Education Foundation supports fundraising and advocacy for both school districts. The Siuslaw Public Library is a core hub in the Region, promoting lifelong learning, literacy, cultural programming, and community space. A strong Lane Community College provides career readiness training, college degree access and life-long learning opportunities.



CREATIVE PEOPLE/ ARTS IN FOCUS

ARTS AND CULTURE play an important role in the Siuslaw Region, serving to build community and bring people together. The Florence Events Center serves as an anchor for festivals, productions and performances. A new Arts Center adds to the abundance of art and cultural space.

Theatre groups are inclusive and bring a variety of comedy, drama and musical performances

to the stage. Public art is displayed throughout the region, celebrating regional artists. Students receive a quality arts education supported by multigenerational volunteers. Festivals in the Region support the arts. Regional authors are recognized and give voice to the Siuslaw experience. Studio and gallery tours are part of a regularly scheduled celebration of the arts. The Region is known for its quality and diversity of arts.



NEAR-TERM ACTION ITEMS

Residents of The Siuslaw Region participated in a series of meetings, focus groups, online surveys and gatherings to help identify the strengths of the Region and suggest specific areas that needed to be addressed to move us forward as a vibrant, energetic, vital Region. This list will serve as an initial roadmap to move us forward together.

- Establish affordable, reliable transportation for the Siuslaw Region connecting residents to local and regional services and to Eugene and Yachats.
- Increase available health and human services in the Region, including establishing a community health clinic in the upriver community.
- Support local workforce retention and development by setting up mentorship, work experience, and internship programs in local schools and other systems.
- Promote the creation of jobs through local business retention and expansion programs as well as marketing and business recruitment.
- Encourage private businesses to grow
 by fostering a culture of creativity and
 entrepreneurship through community
 partnerships, sponsored trainings and events,
 and creation of co-working space.
- Develop affordable, safe workforce housing.
- Work collaboratively with local government and service providers to create a fiber access

- network accessible to business and residents.
- Adapt zoning laws at both the county and city level to support innovation in housing and business development.
- Promote and support the Arts, including public art programs and spaces for public art throughout the Region.
- Provide quality, affordable infant and child care programs.
- Create a Community Calendar that includes all regional activities and announcements.
- Develop community centers that serve all ages and populations in the Siuslaw Region.
- Create a Siuslaw Region Parks and Recreation
 District unifying recreational opportunities
 throughout the Region.
- Promote understanding, accessibility,
 enjoyment, and stewardship of the Siuslaw
 River and its surrounding lands.
- Develop visitor maps that highlight outdoor recreation, arts, restaurants, and activities in the Siuslaw Region.

Siuslaw Region Visioning supported by:









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A VISION FOR 2025

REDISCOVER THE

SIUSLAW

REGION



communities within its boundary: Deadwood, Swisshome, Mapleton,
Florence and Dunes City. It encompasses the areas served by the
Siuslaw and Mapleton School districts.

This VISION describes what you will see.













PACIFIC OCEAN





all types is available, providing for a diversity of lifestyles and supporting those in need, including the homeless. Both the Siuslaw and Mapleton School Districts are known for quality educational programs and high graduation rates. Education is valued and schools are strengthened by cooperative learning strategies and community support. It is a place where our children grow up, find careers, raise their families and grow old. People expand their horizons here!

There is plenty to do in the Siuslaw Region. The beauty of the environment invites exploration of dunes and beaches, hiking to a waterfall or along one of the many trails in the area, kayaking the rivers and lakes, or riding an ATV through the Oregon Dunes National Recreation Area. Residents enjoy fishing, hunting, foraging and

collecting edibles for their tables and freezers. Art lovers enjoy public art and visiting local galleries and shops. A variety of arts and cultural activities are presented at venues throughout the region. People meet friends at local restaurants, gather for regional festivals, take children to local, regional and state parks or take in a movie at the cinema in Florence. Community centers in the region offer classes, recreation programs and meeting spaces.

The Siuslaw Region has a broad diversity of residents. Many have grown up in the Region. Families are proud of their heritage as members of the Confederated Tribes of the Coos, Lower Umpqua and Siuslaw Indians or as descendants of early homesteaders and settlers. Others moved to the area and have chosen The Siuslaw Region as a place to stay and make their homes because of the attributes it offers, and the caring residents who make them feel welcome. People from various backgrounds, cultures, races, ethnicities, lifestyles, income levels, and ages make this an interesting, accepting community to call home.

While each community within the Region has its own character, personality and challenges, the overall essence of the area is strengthened as citizens work together in a Region where opportunities to live, work and play are available to all.

WORKING PEOPLE/JOBS

A STRONG AND SUSTAINABLE year-round economy provides living wage jobs throughout the region. Repurposed abandoned spaces and mill sites offer space for diverse businesses. Entrepreneurs open and expand businesses, accessing high speed fiber optics to expand their markets. Main Street in Florence is healthy and vibrant. Anchor businesses in Mapleton, Swisshome, Deadwood and Dunes City support local economies and employment. Zoning allows innovation in workforce housing and business development. Internship and mentoring programs are available for students and job-seekers. Area festivals, local arts, and restaurants which feature Farm to Table products, continue to attract visitors to the area.











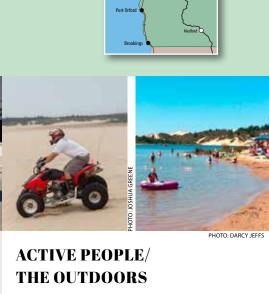
HAPPY PEOPLE/HEALTH AND **HUMAN SERVICES**

A FULL RANGE OF SERVICES support physical, emotional and mental health of residents of all ages. Peace Harbor Medical Center provides emergency services in a state-of-the-art emergency center and quality care in its hospital, clinic and physicians' offices. Health clinics are established throughout the Region, providing easy access for residents. A variety of health care professionals work and live in the region for the long-term. The homeless receive services to address basic needs, including mental health counseling and assistance in transitioning to more stable situations. Drug abuse issues are addressed and reduced through prevention services. There is quality, affordable child care. Affordable transit and telemedicine allow all residents to access medical care.

CONNECTED PEOPLE/ PUBLIC SERVICES

ILICE 6

THE SIUSLAW REGION BENEFITS from partnerships and cooperative relationships between city, county, state and federal officials that promote good infrastructure. Affordable, reliable public transportation operates throughout the Siuslaw Region and there is daily, affordable transportation between the coast, upriver communities and Eugene. High speed fiber optic cable is available throughout the Region. Emergency and law enforcement services, particularly in the county jurisdictions, make people feel safe. County and city zoning laws support economic and housing development. A regional Parks and Recreation District, community centers, parks and trail systems are in place. The Port of Siuslaw works collaboratively to enhance the economic vitality of the Region.

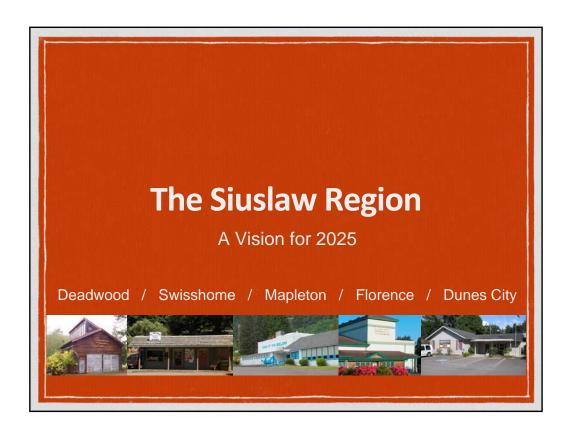


Deadwood

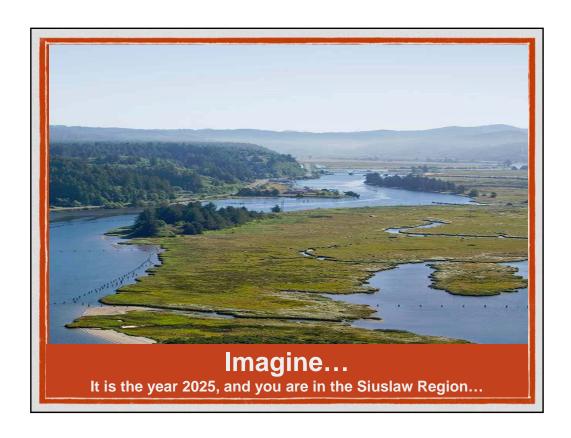
A PRODUCTIVE, HEALTHY NATURAL ENVIRONMENT

supports healthy lifestyles and regional employment. Ecotourism programs introduce visitors to the natural beauty of the area. Safe, accessible trail systems, sidewalks and recreational resources lead people to play on the river, lakes, dunes, ocean and golf courses. Regional businesses serving tourists entice and encourage responsible use of the environment and contribute to economic vitality. A Parks and Recreation district supports community recreation centers in both Florence and upriver so that residents of all ages have a variety of places to play.







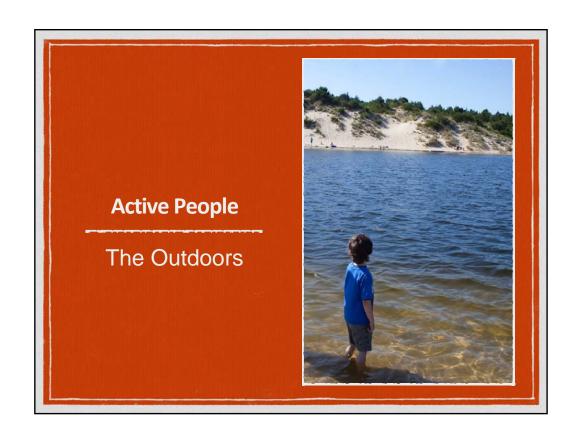


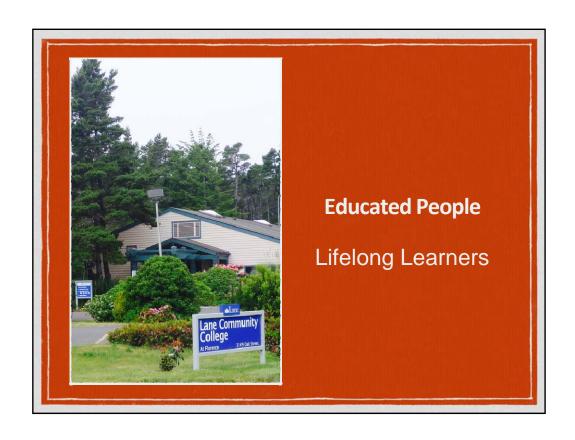














How Do We Get There?

- Establish affordable, reliable transportation for the Siuslaw Region, connecting residents to local and regional services and to Eugene and Yachats.
- Increase available health and human services in the Region, including establishing a community health clinic in the upriver community.
- Support local workforce retention and development by setting up mentorship, work experience, and internship programs in local schools and other systems.

How Do We Get There?

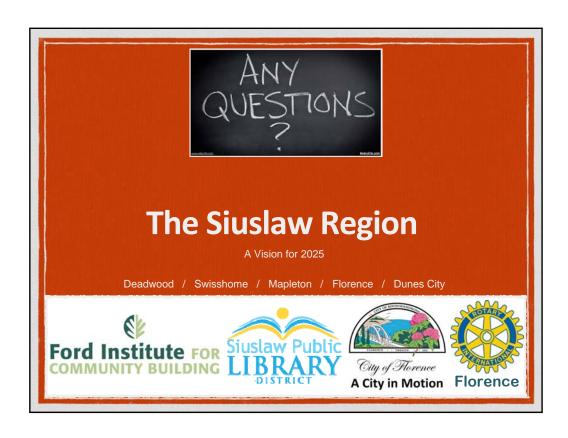
- Promote the creation of jobs through local business retention and expansion programs as well as marketing and business recruitment.
- Encourage private businesses to grow by fostering a culture of creativity and entrepreneurship through community partnerships, sponsored trainings and events, and creation of co-working space.
- Develop affordable, safe workforce housing.
- Work collaboratively with local government and service providers to create a fiber network accessible to businesses and residents.

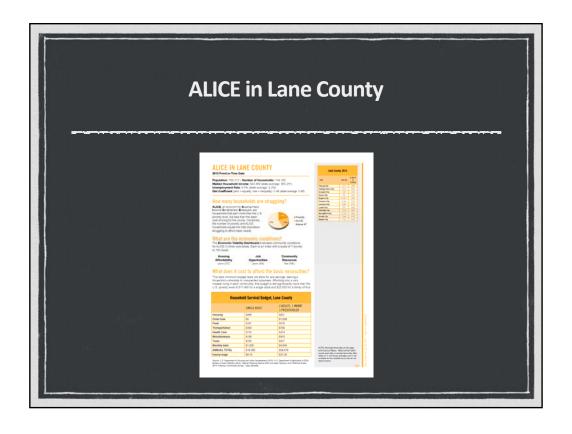
How Do We Get There?

- Adapt zoning laws at both the county and city level to support innovation in housing and business development.
- Promote and support the Arts, including public art programs and spaces for public art throughout the region.
- Provide quality, affordable infant and child care programs.
- Create a Community Calendar that includes all regional activities and announcements.

How Do We Get There?

- Develop community centers that serve all ages and populations in the Siuslaw Region.
- Create a Siuslaw Region Parks and Recreation District unifying recreational opportunities throughout the Region.
- Promote understanding, accessibility, enjoyment, and stewardship of the Siuslaw River and its surrounding lands.
- Develop visitor maps that highlight outdoor recreation, arts, restaurants, and activities in the Siuslaw Region.





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October 18, 2016

Erin Reynolds City Manager City of Florence Florence City Hall 250 Highway 101 Florence, OR 97439 Andy Parks Interim Finance Director City of Florence Florence City Hall 250 Highway 101 Florence, OR 97439

RE:

Amended Commitment to Purchase \$9,800,000 Full Faith and Credit Obligation

Greetings:

Banner Bank ("Bank") is pleased to offer you and the City of Florence, Oregon ("City" or "Borrower"), the following amended commitment of financing in the form of a tax-exempt, bankqualified, Full Faith and Credit Obligation ("Obligation") in the amount of \$9,800,000.

We understand the proceeds from this amended Obligation will be used to fund the following:

- \$3,700,000 loan to Florence Urban Renewal Agency ("FURA");
- \$3,300,000 project for a new City Public Works Facility;
- \$1,500,000 project for Water Improvements;
- \$1,300,000 project Streets Improvement;
- Bond issuance costs.

This letter constitutes a commitment by the Bank to provide this credit facility Amended Obligation to the City and substantially represents the terms and conditions, based upon information provided, of the Bank's commitment.

Life/Term:

Twenty (20) years for \$8,500,000.

Ten (10) years for \$1,300,000 for Street Improvements.

Maturity Date:

December 1, 2036 for \$6,500,000.

December 1, 2026 for \$1,300,000 for Street Improvements.

Initial Interest Rate: The tax-exempt, bank-qualified interest rate is fixed for the first ten years at 2.92% and is locked in until the closing, if held on or before Thursday, December 15, 2016. This initial 10-year fixed interest rate is subject to change, at the sole discretion of the Bank, in the event financial market conditions and/or market interest rates change after December 15, 2016 and the closing did not occur on or before December 15, 2016. Interest shall be calculated on the basis of the actual number of days elapsed over a year of

360 days.



Adjust Rate:

The tax-exempt, bank-qualified interest rate shall be adjusted or reset at the start of the eleventh and sixteenth years based upon the then current Des Moines Federal Home Loan Bank ("FHLB") five-year Fixed-Rate Advances – Regular Advance Rate ("Index") plus 0.65% (65 basis points) published thirty (30) days prior to the rate change date. Based upon the FHLB five-year Index rate as of August 6, 2015, the adjusted or reset fixed interest rate for the first and second five-year periods would be about 2.75%. Should this Index become unavailable for any reason, the Bank may, in its sole discretion, choose a comparable substitute index and provide Borrower with notice of same. Please refer to http://members.fhlbdm.com/advance-rates/ for the FHLB interest rate index.

The maximum tax-exempt, bank-qualified five-year fixed interest rate years eleven through fifteen of the Obligation shall be 5.25% and the maximum tax-exempt, bank-qualified five-year fixed interest rate for years sixteen through twenty of the Obligation shall be 7.25%. The minimum tax-exempt bank-qualified fixed interest rate for years eleven through twenty of the Obligation shall be 2.75%.

Taxable Rates:

The tax-exempt, bank-qualified fixed interest rates described above are based upon this Obligation qualifying for this tax-exempt status for the life of the indebtedness and for the City designating the Obligation as a qualified tax-exempt obligation under Section 265(b) of the Internal Revenue Code. In the event this Obligation or some portion of it ceases to qualify for tax-exempt status or bank-qualified status, the fixed interest rates described above shall be immediately converted to the equivalent taxable interest rates effective as of loss of tax-exempt status. The taxable equivalent initial 10-year fixed interest rate for the initial ten years is 4.30%.

The taxable equivalent 5-year adjustable interest rate described above is the FHLB five-year plus 1.94% (194 basis points) or about 4.04%. The maximum taxable equivalent five-year fixed interest rate for years eleven through fifteen of the Obligation would be 7.72% and the maximum taxable equivalent five-year fixed interest rate years sixteen through twenty of the Obligations would be 10.66%. The minimum taxable equivalent five-year rate for years eleven through twenty of the Obligation would be 4.04%.

Bank Loan Fees:

Bank origination fee of \$2,500.00 (0.1250% on additional \$2,000,000) is payable at closing and is non-refundable. Borrower is responsible for Bank's out-of-pocket attorney fees in the fixed amount of \$3,000, payable at closing.

Other Fees:

Borrower is responsible for Borrower's legal/bond counsel fees and financial advisor fees.

Draw Downs:

There shall be no draw downs with this Amended Obligation. This Amended Obligation will be fully disbursed at closing.

Amortization:

This Amended Obligation will be a single credit facility (Note or Bond) but with different amortization schedules to accommodate the ten-year life/term for \$1,300,000 and twenty-year life/term for \$8,500,000 described above.

City of Florence October 18, 2016

The amortization periods shall begin December 1, 2016. The \$1,300,000 ten-year life/term shall have a ten-year amortization period beginning December 1, 2016 with a Maturity Date of December 1, 2026. The \$8,500,000 twenty-year life/term shall have a twenty-year amortization period beginning December 1, 2016 with a Maturity Date of December 1, 2036.

Repayment:

Interest payments will be made semiannually on December 1 and June 1, beginning December 1, 2016; Amended Obligation will be structured with approximately equal semiannual payments of principal and interest on June 1 and December 1, beginning June 1, 2017, through the December 1, 2036 semiannual payment. A new amortization schedule will be prepared for years eleven through fifteen and again for years sixteen through twenty. Payments of principal and interest are to fully amortize the Amended Obligation on or before the Maturity Date.

Prepayment:

The City may prepay this Amended Obligation; in whole or in part, on any payment date with ten days prior notice to the Bank. The Bank will charge a 3% fee on any amounts prepaid during the first and second years; a 2% fee on any amounts prepaid during the third and fourth years; a 1% fee on any amounts prepaid during the fifth through tenth years; and no fee on any amounts prepaid after the tenth year.

A partial prepayment shall not result in a change to the annual and semiannual payment amounts (except for a partial prepayment made on a rate reset date) but will result in an earlier retirement of the Amended Obligation. Bank is to provide a revised debt service payment schedule to the City no later than thirty (30) days after a partial prepayment of the Bond.

Security:

For as long as the Amended Obligation is outstanding, the City will irrevocably pledge and covenant to levy sufficient taxes annually on all the taxable property within the City, within the constitutional and statutory tax limitations provided by law without a vote of the electors of the City, in an amount sufficient, together with other money legally available and to be used therefor, to pay when due the principal of and interest on the Amended Obligation, and the full faith, credit and resources of the City will also be pledged for the annual levy and collection of those taxes, for the inclusion in its annual budget of sufficient funds to pay interest and principal payments when due, for the prompt payment of that principal and interest and for compliance with a mandamus order, if necessary.

For as long as the Amended Obligation is outstanding, the City shall irrevocably pledge and covenant to establish, maintain, revise as necessary and collect such assessments and fees, rates or tolls and charges levied and collected in the City's Water Fund in an amount sufficient to maintain a minimum debt service coverage ("DSC") ratio of 1.25:1 on the Water Fund's debt service including debt service on the \$1,500,000 allocated from the Amended Obligation to fund the Water Improvements.

For as long as the Amended Obligation is outstanding, the City shall irrevocably pledge and covenant to establish, maintain, revise as necessary and collect such assessments and fees, rates or tolls and charges levied and

City of Florence October 18, 2016

collected in the City's Street Fund in an amount sufficient, together with other money legally available and to be used therefor, to maintain a minimum DSC ratio of 1.25:1 on the Street Fund's debt service including debt service on the \$1,300,000 allocated from the Amended Obligation to fund the Street Improvements.

For as long as the Amended Obligation is outstanding, the City shall irrevocably pledge and covenant that the terms and conditions of the City's \$3,700,000 loan to Florence Urban Renewal Agency ("FURA") in form of an Intergovernmental Agreement ("IGA") shall contain a covenant by FURA to maintain a minimum DSC ratio of 1.25:1 on the debt service payments to the City or, in the event FURA is not able to maintain that 1.25:1 DSC ratio due to circumstances beyond its control (e.g. drop in Excess Taxable Assessed Value), FURA will covenant to use the highest levy rate legally available. FURA will also covenant in the IGA with the City to not incur future debt unless FURA can demonstrate to the City that after the issuance of such debt FURA will maintain a minimum DSC ratio of at least 1.25:1 on FURA's total annual debt service in any future year, based upon FURA's historical revenue as documented in audited financial statements.

For as long as the Amended Obligation is outstanding, the City shall also irrevocably covenant that the interest rates in the City's \$3,700,000 IGA loan to FURA will not at any time be less than interest rates on the Bank's \$9,800,000 Amended Obligation debt facility to the City and that the annual debt service on the City's \$3,700,000 IGA loan to FURA will at all times be at least equal to the pro rata share of the annual debt service on the Bank's Amended Obligation debt facility to the City (e.g. \$3,700,000 IGA loan as a percent of \$9,800,000 Amended Obligation).

Legal Opinion:

Bank shall receive a legal opinion from the Borrower's bond counsel satisfactory to the Bank, (1) stating that all of the terms and conditions of the amended or restated applicable loan documents and the transactions described therein are in full compliance with Oregon law and with Federal Law, are binding upon and enforceable against the Borrower and do not violate Borrower's formation or constituent documents or any applicable law; (2) stating that the indebtedness being incurred is a legal, valid and binding obligation of the Borrower; (3) stating the Borrower has designated the Amended Obligation as a qualified tax-exempt obligation pursuant to Section 265(b)(3) of the United States IRS Code ("Code") and stating that the interest income to the Bank is excluded from federal income tax pursuant to Section 103 of the Code and excluded also from Oregon state income tax; (4) confirming the authority of the Borrower to incur the indebtedness; and (5) confirming that the Borrower's Amended Ordinance or Resolution and Amended Loan Agreement authorizing this indebtedness and irrevocably pledging the security for repayment of this indebtedness are valid and authorized.

Ordinance:

Receipt of a certified copy of the Amended Ordinance or Resolution adopted by the City Council authorizing the incurring of the Amended Obligation and pledging the security for repayment of the Amended Obligation. City of Florence October 18, 2016

Form 8038-G:

Receipt of a copy of the Amended IRS Form 8038-G and affidavit of mailing

to the IRS.

Reports:

Financial information of the City shall be provided to the Bank periodically, including the City's annual audited financial statements to be provided by the City no later than 210 days after each fiscal year end, and such other financial statements/reports, audit reports, and other reports or budgets as

the Bank may reasonably request.

Documentation:

Amended or Restated Loan Agreement, Note or Bond and other amended or restated loan documents to be prepared by the City's bond counsel and subject to review and acceptance by the Bank and its counsel.

We appreciate this opportunity to work with you and the City on this significant financing and to participate in these projects that are so important to the City and the surrounding community.

Sincerely,

William A. Reinhard Vice President and

Relationship Manager

Darwin W. Parker

Vice President Public Finance and

Dorwin W. Parker flen

Government Banking

ORS 41.580 (3) (a) NOTICE

UNDER OREGON LAW, MOST AGREEMENTS, PROMISES AND COMMITMENTS MADE BY THE BANK CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY THE BORROWER'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED BY THE BANK TO BE ENFORCEABLE.

Distributed at 11.7.16 CC Mtg -Agenda Item #5

1

PSU Agreement #

INTER-GOVERNMENTAL AGREEMENT (IGA) For the Public Service Fellows Program

This Inter-governmental Agreement (this "Agreement") is by and between Portland State University on behalf of its Mark O. Hatfield School of Government ("PSU") and City of Florence ("AGENCY"), individually the "Party", collectively the "Parties", hereinafter.

AGENCY INFORMATION

PSU INFORMATION

Representative:

Title:

Representative: Jennifer Everett Title:

Office Administrator

Portland State University Hatfield School of Government

Center for Public Service

Address: Address: PO Box 751 (PA - ELI)

Portland, Oregon 97207 - 0751

Telephone: 503-725-8259 Telephone:

1. Effective Date and Duration

This Agreement shall become effective upon the date of the last signature below, and shall expire on June 30, 2017, unless extended or terminated sooner under provisions identified within this Agreement.

2. Background

The Center for Public Service ("CPS") and Mark O. Hatfield School of Government at Portland State University hosts several highly competitive fellowships that are designed to bring national class talent to Oregon public enterprises. Taken together, the family of fellowships is known as the Oregon Talent Marketplace. The network of recruitment sources currently extends to more than 50 leading universities. including Duke, Harvard, Syracuse, University of Michigan, University of Chicago, University of Texas, University of Wisconsin, University of California at Berkeley, University of California at Los Angeles, as well as PSU, Oregon State University, Willamette University, and the University of Oregon.

The Oregon Talent Marketplace recruits national class talent for Oregon and provides training and leadership development opportunities for candidates through its Public Service Fellows Program. By targeting and selecting the best candidates, the Public Service Fellows Program helps to build capacity in Oregon by increasing the number of leaders who are devoted to public service. The Public Service Fellows Program also focuses on providing candidates with leadership opportunities and experience.

The purpose of this Agreement is to develop a uniform and universal instrument that makes it simple for public agencies to participate in the array of fellowship programs offered by PSU.

3. Scope of Cooperation

A. PSU agrees to:

- 1. Recruit and select a Fellow that matches AGENCY's needs.
- Coordinate the recruitment and selection of a replacement in the event that the Fellow terminates their relationship with the Public Service Fellows Program before completing the duties described in the Public Service Fellows Program Statement of Work ("SOW"), which will be based on the form included as Exhibit A, hereby incorporated by reference. If PSU is not able to provide a suitable replacement Fellow, PSU shall pro-rate the AGENCY fee accordingly.
- 3. Use funds from the Sponsorship Fee (defined below) to compensate Fellow(s) for their participation in the fellowship program as set forth in this Agreement.
- Provide orientation sessions for Fellow(s) and AGENCY representative who will assume supervisory responsibilities for the Fellow(s).

5. Arrange for additional leadership development and networking opportunities that introduce Fellow(s) to Oregon's unique structure of local, city and state government and key decision makers. This includes Fellows projects and support for attending a local conference, attendance to which is at the discretion of the employer and funded by the Fellowship program: The Oregon Business Council Leadership Summit 2016 (Date TBA). Provide ongoing program evaluation.

B. Agency agrees to:

- 1) Provide a non-renewable placement not-to-exceed a duration of 32 hours a week for 32-weeks for each Fellow from November 28, 2016 through June 30, 2017. This placement includes a winter break from December 19, 2016 through and including December 30, 2016.
- 2) Optional: Release Fellow(s) for one half day on the last Thursday of each month: October, November, January, February, and the second Thursday of December. During this time, Fellows with attend Fellows Project meetings where Fellows will work in groups on projects measuring the health and well-being of civic engagement in the region.
- 3) In addition to the Sponsor Fee, Sponsors are responsible for customary work-related costs, including telephone and computer access, workspace, office supplies, materials and other expenses needed for the successful completion of defined tasks.
- 4) Complete a SOW for each Fellow. The SOW will provide information for the specific Fellow participating in the Public Service Fellows Program and the project(s) to be performed. The SOW should include the identity of the individual who will assume supervisory responsibilities for the Fellow and duties to be completed during the duration of the Fellowship. The SOW is intended to ensure that the Fellow(s) perform project-focused work that is line with the attached Job Description under adequate supervision encompassing new AGENCY activities.
- Track any sick leave taken by Fellow and report to PSU Fellows Program Manager at the beginning of each month.
- 6) Evaluate and provide feedback on each Fellow upon request by PSU.

4. Consideration

- A. AGENCY agrees to pay PSU, from available and authorized funds, the amount of \$40,000 per Fellow (the "Sponsor Fee") during the life of this Agreement. The Sponsor Fee consists of the Fellow's wages and PSU's administrative costs. See Exhibit B, hereby incorporated by reference, for a detailed description of the Public Service Fellows Program, an Explanation of Fee Schedule, and a Fee Schedule Example.
- B. The SOW executed between AGENCY and the assigned Fellow shall be completed prior to commencement of the Fellow's placement and shall define the actual work to be performed by each Fellow (ref. Exhibit A). Each SOW shall be submitted to the following PSU location for approval and shall clearly identify AGENCY:

Center for Public Service
Portland State University
PO Box 751 (PA– ELI)
Portland, OR 97207 – 0751
Attn: NGI Fellowship Coordinator
Telephone: 503-725-8228

Facsimile: 503-725-5111

Email: jennifer.everett@pdx.edu

- C. Administrative fees (included in the Sponsor Fee) for the Public Service Fellows Program (beyond the payment of wages to the Fellows) cover expenses related to program administration, recruitment and placement of the Fellow, and ongoing leadership development and mentoring over the term of the placement (exact amounts may vary among programs and over time).
- D. The Sponsor Fee shall be paid by the Agency to PSU based on \$40,000 per Fellow:
 - a. The Sponsor will provide a full payment of \$40,000 on date agreed upon by the AGENCY and PSU, OR

 The Sponsor will pay the fee through installments, dates and amounts to be agreed upon by the AGENCY and PSU

5. Captions

The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope of intent of any provisions of this Agreement.

6. Expenses

Work-related costs are not included in the Sponsor Fee, and AGENCY is responsible for any such costs, including authorized work-required transportation, office supplies, materials, and other expenses as identified. Any equipment assigned to a Fellow under this Agreement shall be governed by the rules and policies of AGENCY.

Fellows are not eligible to receive health or other employment-related benefits from AGENCY or PSU.

7. Amendments

The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, except by written Amendment signed by both Parties.

8. Funds Available and Authorized

The Parties certify at the time this Agreement is executed that sufficient funds are available and authorized for expenditure to finance costs and obligations of this Agreement within the Parties current biennial appropriation or expenditure limitation, provided, however, that continuation of this Agreement or any extension, after the end of the fiscal period in which it is written, is contingent upon a new appropriation or limitation for each succeeding fiscal period for the purpose of this Agreement. In the event of such Non-Appropriation, the affected Party shall immediately notify the other Party of its intent to terminate this Agreement without penalty. In the event of termination under this Section 8, Sponsor Fees shall be prorated based on the date of termination.

9. Termination

- A. This Agreement may be terminated by the mutual consent of the Parties at any time or by either Party upon thirty (30) days prior written notice to the other Party.
- B. In cases where AGENCY elects to terminate this contract for purposes of hiring the Fellow into an employment status with AGENCY prior to the completion of the contract period, the following stipulations will be in effect:
 - Termination of the contract must coincide with the end of Fellow's pay period: the last day of the month.
 - AGENCY agrees to pay all Fellow wages and other personnel expenses incurred by PSU through the termination effective date.
 - 3. AGENCY agrees to pay said program balance by the due date stipulated by PSU 30 days after the amount has been calculated and invoiced.
- C. Termination or modification of this Agreement shall be without prejudice to any obligations or liabilities incurred by either Party prior to such termination. Upon receiving a notice of termination, the Party receiving the notice shall immediately cease all activities under this Agreement. Upon termination, each Party shall deliver to the other Party all Agreement documents, information, works-in-progress and other property that are or would be deliverables had the Agreement been completed.

10. Force Majeure

Neither Party shall be held responsible for delay or default caused by fire, riot, acts of God and war which are beyond its reasonable control. The affected Party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the contract.

11. Independent Contractor Relationship

PSU through its employees, officers and agents, will provide the services described in this Agreement as an independent contractor, and nothing herein shall be interpreted or construed as creating or establishing the relationship of employer/employee, principal/agent, partnership, joint venture, association, or any other type of legal or business relationship between AGENCY and PSU or between PSU and AGENCY. Each Party shall be solely responsible for paying its own taxes (federal, state, and local of any type or amount); the consideration owed to its own contractors and agents; its operational expenses; the wages, salaries, benefits, withholdings, and assessments for its employees (including, for example, federal and state income taxes, Social Security, Medicare, unemployment insurance, workers compensation, pension or retirement, medical or life insurance); and the damages or settlements for claims arising from the negligent, reckless, or intentional acts of its employees or agents, all without contribution from the other Party.

AGENCY shall have no right to direct or control the manner or method by which PSU provides the services that PSU agrees to provide through this Agreement.

12. Access to Records

PSU, AGENCY, the Oregon Secretary of State's Office and their duly authorized representatives shall have access to the books, documents, papers, and records, otherwise privileged under law, of the Public Service Fellows Program which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcript.

13. Non-Discrimination

In their respective performances of this Agreement, no Party shall unlawfully discriminate against any person on the basis of race, ancestry, national origin, color, sex, disability, age, religion, marital status or sexual orientation. Moreover, each Party shall comport its performance with all applicable Federal and State anti-discrimination acts and associated regulations.

14. Notices

All notices regarding this Agreement should be sent to the Parties at the following addresses:

To AGENCY:

[Mailing Address]

Attention: Telephone: Facsimile: Email:

To PSU:

Center for Public Service Portland State University PO Box 751, MC: PA-ELI Portland, OR 97207

Attn: Oregon Talent Marketplace Coordinator

Telephone: 503-725-8259
Facsimile: 503-725-5111
Email: jennifer.everett@pdx.edu

WITH A COPY TO:

Portland State University FAST - CAPS PO Box 751, MC: CAPS Attn: Contracts Officer Portland, OR 97201-0751

Telephone: (503) 725-3441 Facsimile: (503) 725-7873

15. Indemnification

AGENCY shall be responsible for all damage to property, injury to persons, loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of work under this contract, or from any act, omission, or neglect of AGENCY, its subcontractors, or employees. AGENCY shall save, indemnify, and hold harmless PSU and their officers, agents, employees, and members from all claims, suits, actions, losses, damages, disabilities, costs and expenses of any nature resulting from or arising out of the activities or omissions of AGENCY or its subcontractors, officers, agents, or employees acting under or related to this Agreement.

To the extent permitted by Oregon Law (ORS 30.260 through 30.300) and the Oregon Constitution, Article XI, Section 7, PSU shall indemnify AGENCY against any liability for damage to life or property arising from PSU's actions under this Agreement provided, however, PSU shall not be required to indemnify AGENCY for any such liability arising out of the wrongful or negligent acts of employees or agents of AGENCY.

16. Governing Law

This Agreement shall be governed construed in accordance with the laws of the State of Oregon, without resort to any jurisdiction's conflicts of law rules and doctrines. Any litigation between PSU and AGENCY that arises out of or relates to performance of this Agreement shall occur, if in the state courts, in the Circuit Court of Multnomah County for the State of Oregon, and if in the federal courts, in the United States District Court for the District of Oregon.

17. FERPA

As required by the 20 USC 1232(g) (Family Educational Rights and Privacy Act, "FERPA"), and ORS 326.565, the Agency shall not disclose any information or records regarding students or their families that Agency may learn or obtain in the course and scope of its performance of this Agreement, except as otherwise allowed by this Agreement. The parties acknowledge that Agency is a "school official" for purposes of FERPA and PSU's Student Records Policy and recognize that FERPA imposes strict penalties for improper disclosure or re-disclosure of confidential student information, including but not limited to denial of access to personally identifiable information ("PII") from education records for at least five years (34 CFR 99.33(e)). Therefore, consistent with FERPA's requirements, PII obtained by Agency in the performance of this Agreement may not be re-disclosed to third parties without the written consent of the student's parent/guardian and must be used only for the purposes identified in this Agreement.

18. Merger

This Agreement, including Exhibit A and Exhibit B, and all executed SOWs, if any, constitute the entire agreement between the Parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties. Such waiver, consent, modification, or change if made shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

19. Signatures

AGENCY and PSU, by the signature of their authorized representatives, hereby acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions. This agreement may be signed in two (2) or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same agreement. AGENCY and PSU agree that they may conduct this transaction by electronic means, including the use of electronic signatures.

Legal Contracting Name	of AGENCY:	PORTLAND STATE UNIVERSITY		
Signature	Date	Center for Public Service	Date	
Printed Name				
Title		Contracts Officer	Date	

EXHIBIT A

Public Service Fellows Program Statement of Work (SOW)

Both the Fellow and sponsoring Agency should keep a copy of this Exhibit and send a third copy to the following address for approval:

Center for Public Service
Portland State University
PO Box 751 (PA-ELI)
Portland, OR 97207 – 0751
Attn: NGI Fellowship Coordinator
Facsimile: 503-725-5111

Name of Fellow

(insert)

Name of AGENCY (insert)

Agency Address

(insert)

Agency Representative/Supervisor for this Project

(insert)

Agency Representative/Supervisor Contact Information (telephone, fax and email)

(insert)

Start Date - End Date

November 7, 2016 - June 30, 2017

(Includes two weeks' unpaid time off from December 19, 2016 through December 30, 2016; employer choice)

Additionally, Fellows are eligible for sick leave at an accrual rate of 1 hour of sick leave per 30 hours worked.

Project Description & Objectives

(insert 1-2 paragraphs for each project)

Project Deliverables

(insert)

Quality Standards and Acceptance

(insert standards for evaluating and accepting deliverables performed during the fellowship.)

Other Salient Information

(insert)

Exhibit B Public Service Fellows Program

Overview:

- Highly competitive 32-week, 32-hour per week commitment
 - o Fellows submit a resume, writing sample(s), letters of reference and complete an interview
- Fellows receive a total amount of \$24,000 paid in salary over the course of the fellowship. Fellows
 are placed with state and local agencies, and not for profits located in Oregon; some in Washington
 and California
- Fellows attend a series of networking events throughout the program
- · All Fellows will attend continuing education and networking events throughout the program

Agreement Mechanism and Consideration:

Sponsor Agency

- Provide a scope of work that describes project objectives, deliverables, and acceptance criteria in keeping with the attached Job Description;
- Sign an intergovernmental agreement which is reviewed/approved by PSU's Contracts Office; and
- Provide a total amount of \$40,000 per Hatfield Fellow.
 - This sum covers expenses related to program administration such as the recruitment and placement of the Fellows and payment of the Fellow's salary.

Public Service Fellows

Each Fellow signs a Wage Agreement and completes the PSU new hire HR process.

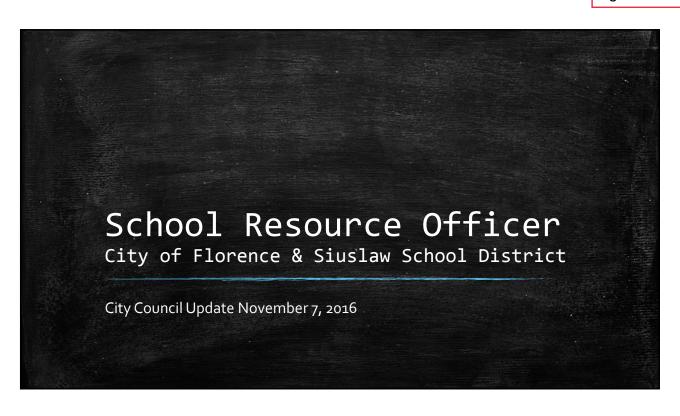
Fee Schedule Example:

PROGRAM	WEBSITE	2016 SPONSOR FEE	FELLOW SALARY
Public Service Fellowship (32 week placement)	http://www.pdx.edu/cps/details-of- hatfield-resident-fellowship	\$40,000	\$24,000

Explanation of Fee Schedule

Sponsor Fee represents the price of sponsorship (what AGENCY will pay PSU) to sponsor one Fellow
for 32 weeks. In addition to the Sponsor Fee, Sponsors are responsible for customary work-related
costs, including telephone and computer access, workspace, office supplies, materials and other
expenses needed for the successful completion of defined tasks.

Presented at 11.7.16 CC Mtg -Agenda Item #6



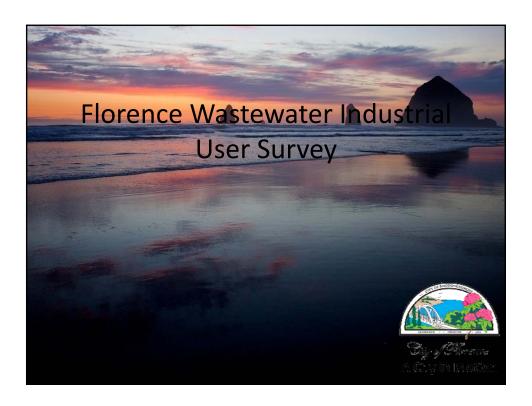
COPS Hiring Grant US Department of Justice Office of Community Oriented Policing Services (COPS) Hiring Grant City of Florence application with support from the Siuslaw School District Administration and Board. Addition of a School Resource Officer (SRO) to provide community policing benefits to focus on youth in Florence. Provide assistance to: Siuslaw School District Florence Police Department Florence Community Maximum grant award of \$125,000 over three years, with a requirement for the SRO program to continue a 4th year.

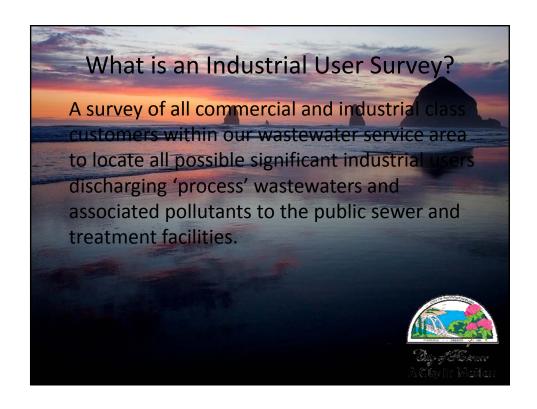
SRO & COPS Grant Budget							
	2017	2018	2019	3 Year Totals	3 Year %	2020 (retention estimate)	
Salary + Benefits	94,075	99,635	105,544	299,254	100.00%	111,876	
Federal Share	74,907	29,933	20,160	125,000	41.77%	(
Required Local Match	19,168	69,702	85,384	174,254	58.23%		
Equip & Other- City	36,830	39,007	41,321	117,158	-	43,799	
Total Local Cost	55,998	108,709	126,705	291,412	-	155,675	
Total SRO Cost	130,905	138,642	146,865	416,412	-	155,675	
School Share- cash	27,999	54,354	63,353	145,706	50.00%	77,838	
City Share- cash	0	15,348	22,031	37,379	-	34,038	
City Share- admin	27,999	39,007	41,321	108,327	-	43,799	
City Share Total	27,999	54,355	63,352	145,706	50.00%	77,837	

Memorandum of Understanding (MOU) The MOU between the City of Florence and Siuslaw School District will outline the following: Purpose of the SRO Supervision Payroll and Scheduling Mission, Goals, and Objectives Training Organizational Structure SRO Program Structure Budgeting Termination of the Program

Next Steps Negotiate MOU with Siuslaw School District Approval by Florence City Council and Siuslaw School District Board Florence City Council acceptance of COPS Grant Recruitment of School Resource Officer SRO Training required by COPS Grant SRO Placement for 2017-18 School Year

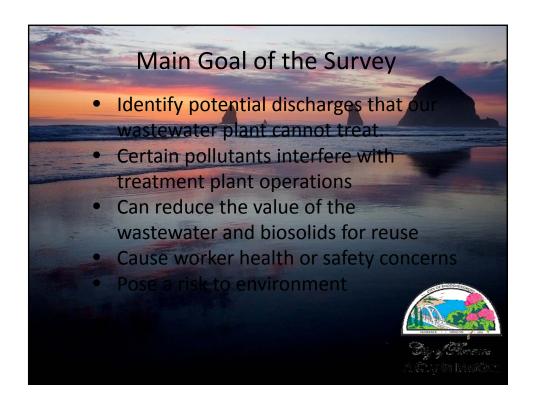






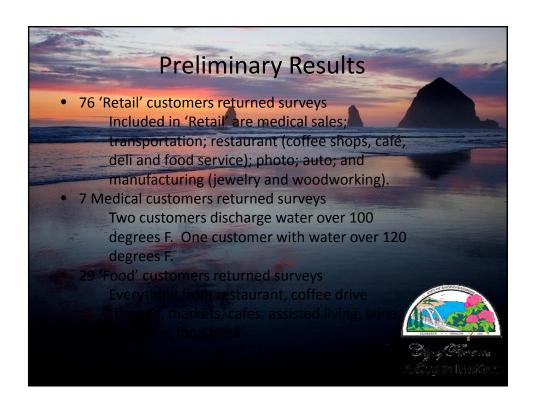








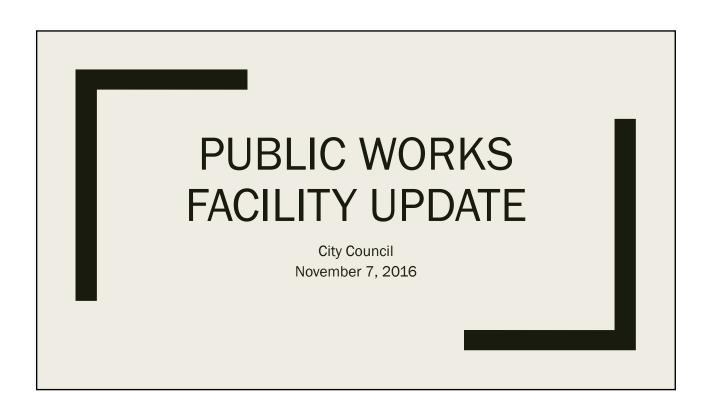


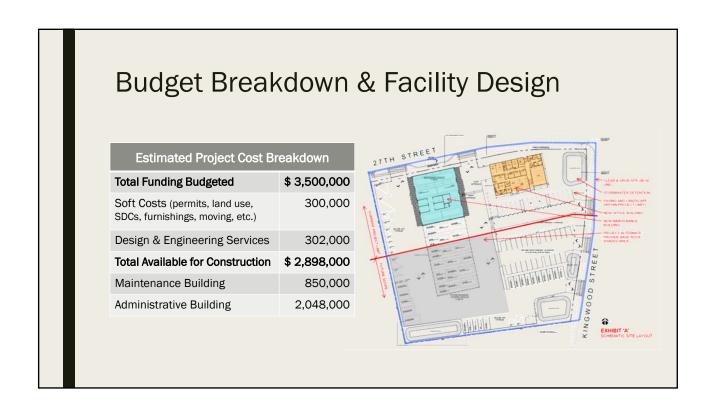


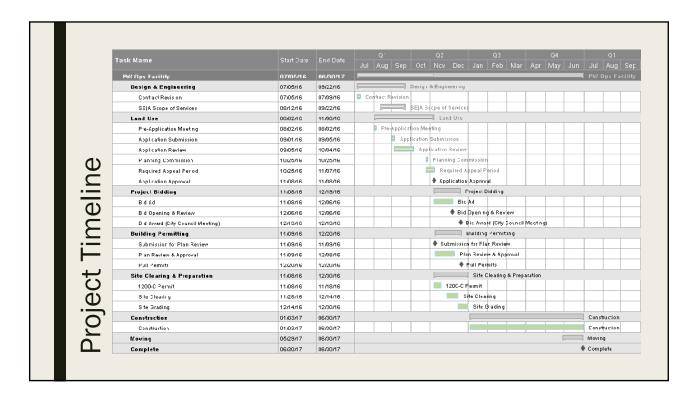










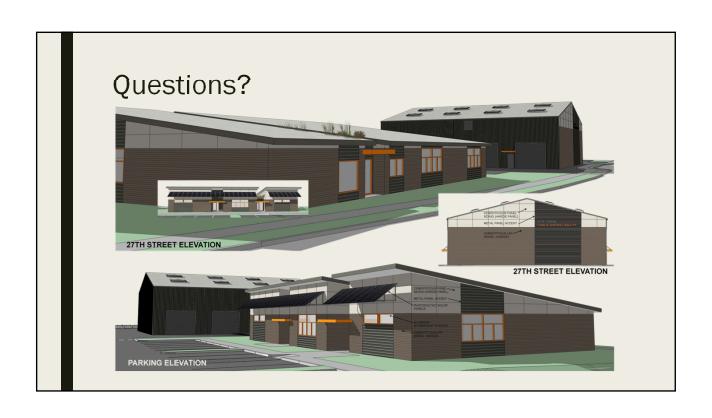


Land Use & Planning Commission

- Conditional Use Permit and Vegetation Clearing Permit applications submitted and deemed complete September 14th
- Planning Commission Meeting October 25th
 - Outlined requirements per City Code.
 - Written and oral testimony FAA & Mr. Burns
 - Removal of metal siding accents on street facing sides of both facilities.
- Planning Commission Approval October 25th
 - Appeal period ends November 7th

Next Steps

- Construction Bidding
 - Bid Advertisement: November 8th
 - Bid Opening: December 6th
 - Bid Evaluation: December 6th 12th
 - City Council Consideration: December 19th
- Construction:
 - Vegetation Clearing and Lot Preparation: November 28th December 30th
 - Construction: January 3rd



Distributed at 11.7.16 CC Mtg -Agenda Item #11

