

*"Making a difference through excellence of service"*



## **CITY OF WARRENTON**

### **AGENDA**

CITY COMMISSION OF THE CITY OF WARRENTON  
REGULAR MEETING

December 11, 2018 – 6:00 P.M.

Warrenton City Commission Chambers – 225 South Main Avenue  
Warrenton, OR 97146

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1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **CONSENT CALENDAR**

- A. Commission Work Session Minutes – 11.13.18
- B. Commission Regular Meeting Minutes – 11.27.18
- C. Abstract of Votes
- D. Monthly Finance Report – October 2018
- E. Marina Report – July - November 2018
- F. Community Center Board Meeting Minutes – October 2018

4. **COMMISSIONER REPORTS**

5. **PUBLIC COMMENT**

At this time, anyone wishing to address the City Commission concerning items of interest may do so. The person addressing the Commission must complete a Public Comment Card, and submit to the City Recorder prior to the meeting. All remarks will be addressed to the whole City Commission and limited to 3 minutes per person. The Commission reserves the right to delay any action, if required, until such time as they are fully informed on a matter.

6. **PUBLIC HEARINGS** – Continued – Pacific Seafoods - Development Code Amendment  
(DCR: 18-4)

7. **BUSINESS ITEMS**

- A. Consideration of Intergovernmental Agreement – Natural Hazards Mitigation Plan Update

B. Consideration of Resolution No.2532; Budget Adjustment – VFW Grant

C. Consideration of Professional Services Agreement for Engineering Design & Coordination of Bidding for the 4<sup>th</sup> Street Reconstruction Project

8. **DISCUSSION ITEMS**

A. Discussion on Property Taxes

9. **GOOD OF THE ORDER**

10. **EXECUTIVE SESSION**

11. **ADJOURNMENT**

Warrenton City Hall is accessible to the disabled. An interpreter for the hearing impaired may be requested under the terms of ORS 192.630 by contacting Dawne Shaw, City Recorder, at 503-861-0823 at least 48 hours in advance of the meeting so appropriate assistance can be provided.

3-A

MINUTES  
Warrenton City Commission  
Work Session – November 13, 2018  
5:30 p.m.  
Warrenton City Hall - Commission Chambers  
225 S. Main  
Warrenton, OR 97146

Mayor Balensifer called the work session to order at 5:30 p.m.

Commissioners Present: Mayor Balensifer, Mark Baldwin, Pam Ackley, Tom Dyer and Rick Newton

Staff Present: City Manager Linda Engbretson, Community Development Director Kevin Cronin, Public Works Director Collin Stelzig, Public Works Operations Manager Kyle Sharpsteen and City Recorder Dawne Shaw

Mayor Balensifer allowed Mr. and Mrs. Ming to speak in favor of vacation rentals. Mr. Earl Ming stated they own a vacation rental on Officer's Row in Hammond. He stated renting the home out has allowed them to afford restoration of the historic house. Mayor Balensifer asked if they live in it, or just rent it out. Mr. Ming noted it is not their primary residence.

Community Development Director Kevin Cronin discussed the homestay lodging program; he noted he was presenting another iteration based on the feedback from the Commission. He reviewed the items included in the agenda packet. He also noted a letter submitted by Kathy & Jim Hogan, regarding Air BNB and vacation rentals.

Discussion followed on Accessory Dwelling Units (ADUs). Mr. Cronin noted ADU's must be loved in by a direct relative; if the city moves to allow the owner to live in the ADU, the policy would have to be changed. After further discussion, there was Commission consensus to change the ADU code, to allow them to be rented out or occupied by the owners.

Discussion followed on the homestay lodging room cap; definitions/terminology; and compliance. Mr. Cronin noted there are 3 different channels to gain compliance and stated he has reached out to all listed owners and will continue to do so. It was noted the Commission had previously discussed allowing up to five rooms for homestay lodging. Mr. Cronin clarified, stating that five or more rooms would trigger additional building code requirements. Discussion continued; Mr. Cronin noted the livability issue, and parking problems. There was consensus on a maximum of five rooms, with an asterisk on the fifth, which will trigger additional building code requirements and enforcement. Discussion continued; there was Commission consensus to require two contacts to be listed. Mr. Cronin stated he would like some formal direction, noting his biggest concern is the grace period and how long of a sunset provision for compliance.

Mayor Balensifer suggested putting a notice in utility bills, stating that if you have a vacation rental, you need to register; and give 30 days to get into compliance. Other suggestions were to send out a press release in the Columbia press; and also post it on the city website banner. Mr. Cronin requested this item be added to the regular meeting agenda to make a motion.

There being no further business, Mayor Balensifer adjourned the work session at 6:01 p.m.

APPROVED:

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Henry A. Balensifer III, Mayor

ATTEST:

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Dawne Shaw, City Recorder

DRAFT

3-B

MINUTES  
Warrenton City Commission  
Regular Meeting – November 27, 2018  
6:00 p.m.  
Warrenton City Hall - Commission Chambers  
225 S. Main  
Warrenton, OR 97146

Mayor Balensifer called the meeting to order at 6:00 p.m., and led the public in the Pledge of Allegiance.

Commissioners Present: Mayor Henry Balensifer, Tom Dyer, Pam Ackley, and Rick Newton  
Excused: Mark Baldwin

Staff Present: Community Development Director Keyin Cronin, Fire Chief Tim Demers, Police Chief Mathew Workman, Public Works Director Collin Stelzig, Public Works Operations Manager Kyle Sharpsteen, and City Recorder Dawne Shaw

CONSENT CALENDAR

- A. Commission Regular Meeting Minutes – 10.23.18
- B. Commission Regular Meeting Minutes – 11.13.18
- C. Fire Department Activity Report – October 2018
- D. Police Department Monthly Statistics – October 2018

**Commissioner Ackley made the motion to approve the consent calendar as presented. Motion was seconded and passed unanimously.**

**Balensifer – aye; Newton – aye; Dyer – aye; Ackley - aye**

COMMISSIONER REPORTS

Commissioner Dyer stated Mr. Russ Maize is interested in getting involved with the economic roadmap process, and noted he will also talk to the owner of Builders Supply this week.

Commissioner Ackley discussed the Warrenton-Hammond Healthy Kids turkey basket program, noting it was very successful. They worked with Walmart – 80 families, 514 people total were given baskets. She also noted they are gearing up for Christmas toy drive. They served 238 children last year and are looking at the same number, or more this year. Warrenton Christian Church has offered use of their facility or the toy drive, to stage, wrap and pack. Drop off locations include Darlene Warren - Farmers Insurance, Wauna Credit Union, Columbia Bank and possibly Pacific Bank; and the school is coordinating the “adopt a family” program.

PUBLIC COMMENT – None

BUSINESS ITEMS

Community Development Director Kevin Cronin discussed setting a public hearing date for the Clatsop County Street Vacation, for unimproved streets within County owned land north of SW 9<sup>th</sup> street. Brief discussion followed.

**Commissioner Dyer made the motion to set a public hearing for January 8, 2019 to consider a petition from Clatsop County to vacate several unimproved streets north of SW 9<sup>th</sup> Street. Motion was seconded and passed unanimously.**

**Balensifer – aye; Newton – aye; Dyer – aye; Ackley - aye**

Community Development Director Kevin Cronin stated the city received a request several months ago from Vince Williams of Warrenton KIA to purchase a small parcel of city-owned property, currently used as part of their parking lot. He noted the city wants this to be a transparent process, which is why this is not being discussed in executive session. He explained the next steps if the Commission wishes to move forward. Mayor Balensifer stated he does not see a reason for the city to own this piece of land. Brief discussion continued.

**Commissioner Ackley made the motion to authorize staff to proceed with an appraisal or provide other satisfactory evidence of market value of the property. Motion was seconded and passed unanimously.**

**Balensifer – aye; Newton – aye; Dyer – aye; Ackley - aye**

#### GOOD OF THE ORDER

Mayor Balensifer noted Mr. Cronin developed a presentation that they both presented at this morning's Chamber breakfast. He noted he also attended the CEDR meeting, where there were enterprise zone discussions. Mayor Balensifer asked Police Chief Workman about recent break-ins. Chief Workman stated it is still under investigation, so he cannot disclose any details. Mayor Balensifer discussed the new jail process, and stated he is trying to get buy in from all the cities to consolidate and relocate 911 dispatch to the new jail facility.

Commissioner Newton thanked Thankful Hearts, the Warming Center, VFW, and all involved in the Thanksgiving dinner; he noted there were 350 people served, and over 100 meals were delivered. He noted it was a very successful event.

There being no further business, Mayor Balensifer adjourned the regular meeting at 6:17 p.m.

APPROVED:

\_\_\_\_\_  
Henry A. Balensifer III, Mayor

ATTEST:

\_\_\_\_\_  
Dawne Shaw, City Recorder

3-C



**Clatsop County**  
Clerk and Elections

820 Exchange St., Suite 220, Astoria, OR 97103  
(503) 325-8511 phone / (503) 325-9307 fax  
Website: [www.co.clatsop.or.us](http://www.co.clatsop.or.us)  
Email: [clerk@co.clatsop.or.us](mailto:clerk@co.clatsop.or.us)

November 27, 2018

Dawn Shaw  
PO Box 250  
Warrenton, OR 97146

Dear Dawn,

Enclosed you will find a copy of the Abstract of Votes for City of Warrenton relating to the General Election held on November 6, 2018.

Please verify receipt of the Abstract of Votes from Clatsop County Elections, by signing and returning this letter to:

Clatsop County Clerk & Elections  
Attn: Sheryl Holcom, Elections Technician  
820 Exchange Street, Suite 220  
Astoria, OR 97103

Sincerely,

Tracie Krevanko, CERA, CEA  
Clatsop County Clerk

TK/sh



I verify receipt from Clatsop County Elections the abstract of Votes for **City of Warrenton** relating to the **General Election on November 6, 2018.**

Authorizing Signature

Date

NUMBERED KEY CANVASS

November 6, 2018  
General Election  
Clatsop County

RUN DATE:11/26/18 03:58 PM

REPORT-EL52 PAGE 0023

	VOTES		PERCENT			VOTES		PERCENT	
City of Warrenton, Commissioner, Position 4									
(VOTE FOR) 1									
01 = Richard (Rick) W Newton	1,641	93.34	03 = OVER VOTES				0		
02 = WRITE-IN	117	6.66	04 = UNDER VOTES				759		
	-----								
	01	02	03	04					
	-----								
0047 47 - Warrenton	1195	98	0	563					
0048 48 - Warrenton	446	19	0	196					
	=====								



NUMBERED KEY CANVASS

November 6, 2018  
General Election  
Clatsop County

RUN DATE:11/26/18 03:58 PM

REPORT-EL52 PAGE 0024

		VOTES	PERCENT			VOTES	PERCENT
City of Warrenton, Mayor (Commissioner, Position 5)							
(VOTE FOR) 1							
01 = John W Washington		580	25.14				
02 = Henry A Balensifer III		1,708	74.04	04 = OVER VOTES		1	
03 = WRITE-IN		19	.82	05 = UNDER VOTES		209	
		-----					
		01	02	03	04	05	
		-----					
0047 47 - Warrenton		441	1264	13	0	138	
0048 48 - Warrenton		139	444	6	1	71	

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**Volume 12, Issue 4**

**Monthly Finance Report**  
**October 2018**

**December 11, 2018**

**Economic Indicators**

	Current	1 year ago
◆ Interest Rates:		
LGIP :	2.50%	1.45%
Prime Rate:	5.25%	4.25%
◆ CPI-U change:	2.5%	2.0%
◆ Unemployment Rates:		
Clatsop County:	4.0%	4.2%
Oregon:	3.8%	4.2%
U.S.:	3.7%	4.1%

**Department Statistics**

◆ Utility Bills mailed	3,338
◆ New Service Connections	4
◆ Reminder Letters	404
◆ Door Hangers	94
◆ Water Service Discontinued	11
◆ Walk-in counter payments	752
◆ Mail payments	1,285
◆ Auto Pay Customers/pmts	605
◆ Online (Web) payments	639
◆ Phone payments	121

**Current and Pending Projects**

- ◆ M D & A / Audit
- ◆ SDC Annual Report
- ◆ Landfill Financial Assurance Report
- ◆ Warrenton Urban Renewal Agency Annual Report

**Financial Narrative as of October 31, 2018**

**Note:** Revenues and expenses should track at 4/12 or 33.3% of the budget.

**General Fund:** Year to date revenues amount to \$1,190,059, which is 29.7% of the budget, compared to the prior year amount of \$1,116,765, which was 28.9% of the budget and are up by \$73,294. Increases are shown in property taxes, franchise fees, municipal court, community development fees, interest and lease receipts and are offset by decreases in transient room tax, state revenue sharing, and police charges.

Expenses year to date amount to \$1,406,271, which is 30.4% of the budget, compared to the prior year amount of \$1,344,965, which was 30.8% of the budget. All departments are tracking at or under the budget except the Admin/Comm/Fin which has large one-time expenditures at the beginning of the year.

**WBA:** Business license revenue amounts to \$54,520, compared to \$48,770 last year at this time, a difference of \$5,750.

**Building Department:** Permit revenues this month amount to \$13,663 and \$48,328 year to date, which is 30.8% of the budgeted amount. Last year to date permit revenue was \$117,780.

**State Tax Street:** State gas taxes received this month amount to \$35,405 for fuel sold in September and \$97,725 year to

date. City gas taxes received this month amount to \$23,595 for fuel sold in August and are \$45,521 year to date.

**Warrenton Marina:** Total revenues to date are \$432,221, 68.4% of the budgeted amount, compared to the prior year amount of \$392,506, which was 73.8% of the budgeted amount. There is \$32,978.76 in moorage receivables outstanding.

**Hammond Marina:** Total revenues to date are \$315,103, 78.8% of the budgeted amount, compared to the prior year amount of \$271,895, which was 94.5% of the budgeted amount. There is \$4,879 in moorage receivables outstanding.

Of the total outstanding receivables \$23,650 is over 90 days old.

**Water Fund:** Utility fees charged this month are \$160,545 and \$102,532, and \$745,702 and \$654,078 year to date for in-city and out-city respectively and totals \$1,399,780 and is 46.2% of the budget. Last year at this time year to date fees were \$696,490 and \$619,779, for in-city and out-city, respectively, and totaled \$1,316,269.

**Sewer Fund:** Utility fees charged this month are \$189,712 and \$776,946 year to date, which is 35.9% of the budget. Last year at this time year to date fees were \$735,149. Shoreline Sanitary fees

year to date are \$43,425. Septage revenue year to date is \$115,136 and is 38% of the budget. Total revenues year to date are \$986,562 compared to \$1,316,889 at this time last year. Last year revenue included loan proceeds for the Core Conveyance Project.

**Storm Sewer:** Utility fees (20% of sewer fees) this month are \$37,952 and \$155,407 year to date and is 35.6% of the budget. Last year to date revenues were \$147,033 which was 36.3% of the budget.

**Sanitation Fund:** Service fees charged this month for garbage and recycling were \$78,739 and \$16,113, and \$329,865 and \$64,037, year to date, and are 36% and 34.5% of the budget respectively.

**Community Center:** Rental revenue to date is \$7,333 and represents 52.4% of the budget. Total revenues are \$7,908 and total expenses are \$6,689 for an increase to fund balance of \$1,219.

**Library:** Total revenues received to date are \$37,049. These revenues were from current year taxes, prior year taxes, LSTA grant proceeds, book sales, fines, interest, donations and miscellaneous. Total expenditures year to date are \$40,164, a decrease in fund balance of \$3,115. The majority of current year property taxes will be received in November.

## Financial data as of October, 2018

	General Fund			
	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	898,309	1,337,045	908,000	147.25
Plus: Revenues	561,102	1,190,059	4,013,541	29.65
Less: Expenditures				
Municipal Court	9,928	42,530	139,198	30.55
Admin/Comm/Fin(ACF)	75,944	464,917	1,142,969	40.68
Planning	16,571	74,392	219,607	33.88
Police	178,414	572,717	1,894,677	30.23
Fire	49,006	203,473	868,783	23.42
Parks	8,715	48,242	163,659	29.48
Transfers	-	-	204,578	-
Total Expenditures	338,578	1,406,271	4,633,471	30.35
Ending Fund Balance	1,120,833	1,120,833	288,070	389.08

(see details of revenue, page 4)

	WBA				Building Department			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	71,335	65,586	53,000	123.75	255,528	272,657	200,000	136.33
Plus: Revenues	155	61,428	63,000	97.50	14,427	50,423	158,682	31.78
Less: Expenditures	2,052	57,576	98,692	58.34	15,082	68,207	315,577	21.61
Ending Fund Balance	69,438	69,438	17,308	401.19	254,873	254,873	43,105	591.28

	State Tax Street				Warrenton Marina			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	1,835,534	1,809,511	1,500,000	120.63	500,505	195,211	190,000	102.74
Plus: Revenues	63,595	157,474	753,057	20.91	(5,629)	432,221	631,700	68.42
Less: Expenditures	27,899	95,755	1,572,100	6.09	54,055	186,611	711,179	26.24
Ending Fund Balance	1,871,230	1,871,230	680,957	274.79	440,821	440,821	110,521	398.86

## Financial data as of October 2018, continued

	Hammond Marina				Water Fund			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	318,117	122,905	119,000	103.28	2,215,078	1,337,636	1,100,000	121.60
Plus: Revenues	14,135	315,103	399,751	78.82	292,309	1,598,058	4,821,100	33.15
Less: Expenditures	22,831	128,587	457,137	28.13	149,764	578,071	5,297,243	10.91
Ending Fund Balance	<u>309,421</u>	<u>309,421</u>	<u>61,614</u>	<u>502.19</u>	<u>2,357,623</u>	<u>2,357,623</u>	<u>623,857</u>	<u>377.91</u>

	Sewer Fund				Storm Sewer			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	2,223,282	1,939,250	1,700,000	114.07	662,392	596,394	375,000	159.04
Plus: Revenues	253,120	986,562	2,698,919	36.55	39,534	159,093	439,800	36.17
Less: Expenditures	141,865	591,275	3,235,301	18.28	20,599	74,160	602,036	12.32
Ending Fund Balance	<u>2,334,537</u>	<u>2,334,537</u>	<u>1,163,618</u>	<u>200.63</u>	<u>681,327</u>	<u>681,327</u>	<u>212,764</u>	<u>320.23</u>

	Sanitation Fund				Community Center			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	445,452	417,570	380,000	109.89	15,426	14,375	10,000	143.75
Plus: Revenues	97,592	400,855	1,109,100	36.14	1,736	7,908	18,020	43.88
Less: Expenditures	84,917	360,298	1,301,768	27.68	1,568	6,689	26,241	25.49
Ending Fund Balance	<u>458,127</u>	<u>458,127</u>	<u>187,332</u>	<u>244.55</u>	<u>15,594</u>	<u>15,594</u>	<u>1,779</u>	<u>-</u>

	Library				Warrenton Urban Renewal Agency Capital Projects Fund			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	17,554	40,842	40,000	102.11	295,909	297,770	234,692	126.88
Plus: Revenues	33,000	37,049	226,925	16.33	569	2,072	1,897,622	0.11
Less: Expenditures	12,827	40,164	183,285	21.91	30	3,394	2,132,314	0.16
Ending Fund Balance	<u>37,727</u>	<u>37,727</u>	<u>83,640</u>	<u>45.11</u>	<u>296,448</u>	<u>296,448</u>	<u>-</u>	<u>-</u>

## Financial data as of October 2018, continued

## (\$ Cash Balances as of October, 2018)

General Fund	1,348,728	Warrenton Marina	429,447	Storm Sewer	634,233
WBA	67,939	Hammond Marina	306,928	Sanitation Fund	365,944
Building Department	256,401	Water Fund	1,882,927	Community Center	17,094
State Tax Street	1,883,156	Sewer Fund	1,979,981	Library	38,577

## Warrenton Urban Renewal Agency

Capital Projects	296,479
Debt Service	1,332,856

General Fund Revenues	Collection Frequency	2018-2019 Budget	Actual as a % of Current Budget	Collections/Accruals		(over) under budget
				Year to date		
				October 2018	October 2017	
Property taxes-current	AP	955,270	14.55	138,986	-	816,284
Property taxes-prior	AP	35,000	37.97	13,291	8,624	21,709
County land sales	A	-	0.00	-	-	-
Franchise fees	MAQ	551,000	22.52	124,062	121,466	426,938
COW - franchise fees	M	146,621	37.85	55,501	52,287	91,120
Transient room tax	Q	532,696	40.35	214,947	269,378	317,749
Liquor licenses	A	700	3.57	25	125	675
State revenue sharing	MQ	162,745	12.71	20,692	31,208	142,053
Municipal court	M	104,400	47.02	49,089	32,382	55,311
Community development fees	I	50,000	25.37	12,685	9,069	37,315
Police charges	I	8,500	74.69	6,349	42,892	2,151
Fire charges	SM	97,582	0.00	-	-	97,582
Park charges	I	-	0.00	50	125	
Miscellaneous	I	1,200	947.58	11,371	11,486	(10,171)
Interest	M	15,000	41.95	6,293	3,520	8,707
Lease receipts	M	209,858	34.21	71,800	69,890	138,058
<b>Sub-total</b>		<b>2,870,572</b>	<b>25.26</b>	<b>725,141</b>	<b>652,452</b>	<b>2,145,431</b>
Transfers from other funds	I	-	0.00	-	25,629	-
Overhead	M	1,142,969	40.68	464,918	438,684	678,051
<b>Total revenues</b>		<b>4,013,541</b>	<b>29.65</b>	<b>1,190,059</b>	<b>1,116,765</b>	<b>2,823,482</b>

M - monthly

Q - quarterly

SM - Semi-annual in November then monthly

AP - As paid by taxpayer beginning in November

MAQ - Century Link & NW Nat-quarterly, Charter annually in March,  
all others monthly

S - semi-annual

I - intermittently

MQ - Monthly, cigarette and liquor and Quarterly, revenue sharing

R - renewals due in July and new licenses intermittently

A - annual

Note: Budget columns do not include contingencies as a separate line item but are included in the ending fund balance. Unless the Commission authorizes the use of contingency, these amounts should roll over to the following year beginning fund balance. For budget details, please refer to the City of Warrenton Adopted Budget for fiscal year ending June 30, 2018. Budget amounts reflect budget adjustments approved by the Commission during the fiscal year. Information and data presented in this report is unaudited.

CITY OF WARRENTON MARINAS REPORT - JULY - NOVEMBER 2018

3-E

CITY OF WARRENTON MARINAS - REVENUE COLLECTED THROUGH NOVEMBER 30, 2018

**WARRENTON**

**HAMMOND**

REVENUE	BUDGET	YTD	%	REVENUE	BUDGET	YTD	%
OSMB - MAP GRANT	\$ 1,200.00	\$ -	0%	OSMB - MAP GRANT	\$ -	\$ -	0%
MOORAGE CREDITS		\$ (22,409.17)		MOORAGE CREDITS		\$ (2,167.50)	
ANNUAL MOORAGE	\$ 270,000.00	\$ 265,260.00	98%	ANNUAL MOORAGE	\$ 125,000.00	\$ 105,730.00	85%
TRANSIENT DAILY	\$ 54,000.00	\$ 34,058.00	63%	TRANSIENT DAILY	\$ 16,200.00	\$ 10,980.00	68%
UTILITIES	\$ 96,000.00	\$ 51,780.87	54%	UTILITIES	\$ 12,000.00	\$ 16,083.76	134%
BOAT STORAGE	\$ 25,000.00	\$ 9,380.00	38%	BOAT STORAGE	\$ 150.00	\$ -	
LAUNCH RAMP	\$ 34,000.00	\$ 24,055.00	71%	LAUNCH RAMP	\$ 120,000.00	\$ 86,400.00	72%
HOIST/SHOWER	\$ 15,000.00	\$ 5,550.00	37%	HOIST/SHOWER	\$ -	\$ -	
FUEL CHARGES	\$ -	\$ -		FUEL CHARGES	\$ -	\$ -	
MONTHLY MOORAGE	\$ 35,000.00	\$ 26,069.00	74%	MONTHLY MOORAGE	\$ 20,000.00	\$ 19,800.00	99%
TRANSIENT DEPOSIT	\$ -	\$ -		TRANSIENT DEPOSIT	\$ -	\$ -	
PARKING	\$ 28,000.00	\$ 20,090.00	72%	PARKING	\$ 30,000.00	\$ 23,780.00	79%
PUMP OUT	\$ -	\$ 100.00		PUMP OUT	\$ -	\$ -	
OVERNIGHT STAY	\$ 14,000.00	\$ 10,950.00	78%	OVERNIGHT STAY	\$ 52,000.00	\$ 48,900.00	94%
LIVEABOARD FEES	\$ 6,000.00	\$ 2,760.00	46%	LIVEABOARD FEES	\$ -	\$ -	
WORK SLIP	\$ 12,500.00	\$ 1,700.00	14%	WORK SLIP	\$ -	\$ -	
REPAIR CHARGES	\$ -	\$ -		REPAIR CHARGES	\$ -	\$ -	
PIER USE	\$ -	\$ -		PIER USE	\$ -	\$ -	
PIER PRODUCT CHARGES	\$ -	\$ -		PIER PRODUCT CHARGE	\$ -	\$ -	
MISCELLANEOUS	\$ 5,000.00	\$ 3,918.22		MISCELLANEOUS	\$ 3,500.00	\$ 2,228.00	
INTEREST EARNINGS	\$ 6,000.00	\$ 948.00	16%	INTEREST EARNINGS	\$ 8,000.00	\$ 300.00	4%
LEASE RECIPITS	\$ 30,000.00	\$ 11,668.88	39%	LEASE RECIPITS	\$ 12,901.00	\$ 4,380.44	34%
<b>TOTALS</b>	<b>\$ 631,700.00</b>	<b>\$ 445,878.80</b>	<b>71%</b>	<b>TOTALS</b>	<b>\$ 399,751.00</b>	<b>\$ 316,414.70</b>	<b>79%</b>

Accounts Receivable	Current	30-60	60-90	Over 90	Total
	\$ 12,264.32	\$ 4,295.71	1,925.99	\$ 18,955.91	\$ 37,441.93
<b>Receivable Breakdown Warrenton - \$33,712.93 Hammond - \$3,729</b>					

Current Occupancy Report	Total Slips	Annual Commercial	Annual Guide/Ch	Annual Pleasure/Sail	Occupancy Total	% Occupancy
Warrenton	360	70	4	93	167	46%
Hammond	180	5	13	74	86	48%

**Warrenton Marina 2018-2019 - Achieved Goals**

- Raised Transient Moorage Rates - Had not been raised in over 10 years
- Raised Launch and Park Rates - Had not been raised in over 10 years
- Implemented Facility Use Fee - For recovery of Water and Garbage Fees
- Removal of Derelict Vessel American - Abandoned since 2011
- Removal of Derelict Vessel Dixie Lee - Abandoned since 2013
- Removal of Derelict Vessel Salmon - Abandoned Since 2010
- Removal of Derelict Vessel Promicous - Declared Hazardous 2

Removal of Abandoned and Derelict Utility Vehicle South East Parking Area - 2017

Proof of Ownership All Current Annual Moorage Holders

Proof of Insurance All Current Annual Moorage Holders

### **Warrenton Marina On Going Goals 2018-2019**

Raise and Remove Abandoned/Derelict Vessel - Suzanne

Remove(Possible Burn to Learn Abandoned /Derelict Vessel - Master Chris (2013)

Seizure and Sale of Sailing Vessel - Tigger (2017)

Pier Repair

Recycle Area Commercial Fishermen Gear

Paint Launch Ramp Restrooms

On Going Dock Repair & Maintenance

Auction/Sell parts off of Derelict Vessels to Recoup cost of Removal

Continue with Launch/Park A Vetran Idea

Continue with Improved Signage

### **Hammond Marina - Achieved Goals 2018-2019**

Raised Transient Moorage Rates - Had not been raised in over 10 years

Raised Launch and Park Rates - Had not been raised in over 10 years

Proof of Ownership All Current Annual Moorage Holders

Proof of Insurance All Current Annual Moorage Holder

New Trophy Board

New Exterior Lighting Restrooms/Fish Cleaning Station

Implemented Procedures for Overnight Camping - Allows for more Privacy less hassles

Renewed USACE Lease No.DACW57-88-0033 expired 8/4/13 with Lease No. DACW57-18-0033 signed 8/31/18

### **Dredging Achieved Goals - Update provided by Mott MacDonald 12/3/18**

1. We have conducted pre-consultation with all state and federal agencies.
2. We have coordinated with USACE and the Section 408 Division has concurred that the project should not affect the federal navigation channel.
3. USACE did not have any opposition for the in-water placement site.
4. Dredging is being permitted to be primarily hydraulic dredging with clamshell dredge as an option if needed
5. Permit document are complete and being compiled for submittal.
6. Due to the fine nature of the sediment we've been pursuing options for expansion of the mixing zone boundary through discussions with agencies and expect a more formal discussion with the agencies regards to this topic upon their review of the permit application.
7. No major issues with the project communicated by regulatory agencies during pre-application calls , but , may take a couple months to get the permit.
8. Final planning and preparation for bidding can be conducted in parallel to permit review by agencies. Includes whether this is bid to an intendent contractor, or a negotiated with another government agency that owns a hydraulic dredge.
9. 10/12/18 Question was asked if spoils could be used to shore up Seafarer Park - 10/23/18 Response was due to the high percentage of fine sediments the materials would not be considered as "beach-compatible"

### **Hammond Marina 2018/2019 - On Going Goals**

Continue with Marina acquisition - started 2013

Continue with Marina dredging - last completed in 2007

Continue with Launch/Park A Vetran Idea

Continue with River Beach clean up

Continue with improve signage



WARRENTON COMMUNITY CENTER  
Advisory Board Meeting

Meeting Date: October 18, 2018

Place: Warrenton Community Center

Call to Order: Chairman, Mel Jasmin called the meeting to order at 4:00 PM

Roll Call: Chairman, Mel Jasmin; Secretary, Carol Snell; Vice Chairman, Frank Becker, Lorna Anderson, Ronald LeChurch, Debbie Little, and Warrenton Finance Director, April Clark.  
Absent and excused: None

Introduction of Guests: Jerry O'Neill, Diane Collier and Clark Powers from the Warrenton Senior Citizens Program Task Force were introduced. They have formed a Task Force to explore further development of Senior Programs and the Community Center facilities by working with the Senior Citizen's Board, the Community Center Advisory Board and the City of Warrenton to create a plan that may lead to a senior-led center committed to the well-being of seniors and their positive role in the greater Warrenton community. Currently, the seniors use the Center Mondays and Thursdays for lunch. During fiscal year 2017/2018 the seniors used the Center for a total of 918 hours. These hours do not include holidays. Effective October 1, 2018 the seniors will pay \$ 100.00 per month rent. Clark Powers is working on a survey to determine the wants/needs of the seniors. The seniors currently using the Center like to schedule their week around the two luncheons. They assured they would work with us as partners.

Public Comment: None

Approval of Minutes: Debbie offered a motion to approve the minutes of the April 2018 meeting. Lorna seconded the motion. Motion passed.

Financial Report: Finance Director, April Clark, discussed the Annual Report for the Fiscal Year July 1, 2017 thru June 30, 2018, Rental rates during the year were \$35.00 and \$45.00 per hour for the facility with non-kitchen and full kitchen use, respectively. The seniors were paying \$1.00 per year for the 918 hours they used in 2017-2018. Total hours at the full rate were 534.5. Total hours this year increased 91.5 compared to the prior year. No funds were transferred from the General Fund this fiscal year. The Center will begin the new fiscal year with a beginning fund balance of \$14,375.00, increase from the prior year of \$3,939.00. There are no funds budgeted this year for capital improvements.

April has hired a new part-time employee, <sup>Dan</sup> Ed Arnoth, who cleans after each rental activity.

Old Business:

Mel will take personal charge of the sign in list for all volunteers. Information will be provided to Emma Edwards and the Columbia Press for her article regarding the breakfast.

Mel arranged with the City Manager to store our Christmas tree at the City Shops. ~~Ed~~ <sup>Dan</sup> Arnoth will take down the tree and see that it gets to the City. We do want to purchase a new tree. Mel donated \$ 50.00, Ronald is going to check with Fred Myers, COSTO, Home Depot and Walmart to see if anyone will donate the tree. The tree will along with Santa will be in the corner opposite of its previous locations. The raffle will go where the tree had been set up.

Santa will be advised to provide an invoice the morning of the

breakfast for his services. He will be paid cash from the breakfast proceeds. No invoice no money.

We discussed who would do what prior to and during the breakfast. Jobs will be confirmed at the November meeting. Mel stated that the football team will provide 8 servers, 6 to clean tables and 2 to dish up. Debbie did a great job arranging servers, etc. last year,

### New Business:

April will have the donation letters ready for mailing the first of November. Frank reminded us that it is always better to hand deliver these letters. The letter to Starbucks has to be hand delivered. Frank, Mel and Ronald volunteered to deliver some of the letters.

April handed out the new Flyers, the breakfast is schedule for December 15, 2018 from 8:00 to 11:00AM. She did both Spanish and English. Looks great. Need to check on the amounts needed.

The City Commissioners have been too busy to meet with us. A meeting will be scheduled in the future.

No new members on the horizon.


Lorna will give April a schedule of the meals for the balance of the year and 2019. The senior group does not have meals on holidays.


April advised that the Thanksgiving Dinner (free to the public) will have new management. Frank moved and Ronald seconded that the City wave the rental fees for this event. It usually takes 2 days.

Correspondence: None

Next Meeting: At the Community Center on November 15, 2018  
at 4:00 PM.

Debbie motioned & Ronald seconded; to adjourn the meeting at  
5:30PM.

  
\_\_\_\_\_  
Mel Jasmin, Chairman  
*For Mel Jasmin*

  
\_\_\_\_\_  
Carol Snell, Secretary

6-A

*"Making a difference through excellence of service"*



**CITY OF WARRENTON**

## AGENDA MEMORANDUM

**TO:** The Warrenton City Commission  
**FROM:** Kevin A. Cronin, AICP, Community Development Director  
**DATE:** For Agenda of December 11, 2018  
**SUBJ:** **PUBLIC HEARING, Continued:** Development Code Amendment | Pacific Seafoods (DCR: 18-4)

### SUMMARY

The proposed development code amendment is a request made by Pacific Seafoods to allow under certain conditions employee housing on I-2 Industrial Water Dependent Shorelands. A more detailed policy discussion is contained in the Planning Commission staff report. The City Commission held a public hearing on November 13, 2018 and continued the hearing to allow additional testimony and requested the applicant hold a town hall with the full City Commission that is scheduled for December 4.

Details of the revised proposal will be unveiled at the town hall and further refined based on public input. The City Commission can either continue the hearing or close the hearing and deliberate a decision.

City staff worked with Pacific Seafoods, their attorney, and the Department of Land Conservation & Development on a carefully worded description of a "permitted use" to facilitate employee housing. The type of housing, occupancy, number of beds, and safety considerations would be addressed by the applicant and the Building Official if and when the amendment is adopted. Enclosed is Ordinance No. 1223 for consideration.

7-A

*"Making a difference through excellence of service"*



# CITY OF WARRENTON

## AGENDA MEMORANDUM

**TO:** The Warrenton City Commission  
**FROM:** Kevin A Cronin, AICP, Community Development Director  
**DATE:** For Agenda of December 11, 2018  
**SUBJ:** **Action Item:** Natural Hazards Mitigation Plan Update - IGA

### SUMMARY

The 2015 Clatsop County Natural Hazards Mitigation Plan is a result of a collaborative effort between the County, cities, special districts, citizens, public agencies, non-profit organizations, the private sector and regional organizations. Every five years the Federal Emergency Management Agency (FEMA) requires an update to the plan. As a result, Warrenton will remain eligible for funding assistance from three federal programs: The Pre-Disaster Mitigation Grant Program (PDMGP), the Hazard Mitigation Grant Program (HMGP) funds, and the Flood Mitigation Assistance (FMA) Program.

The intention of the plan is to reduce the risk from natural hazards to the County and Cities by identifying resources, information and strategies for risk reduction. The plan incorporates a community overview, mission, goals and action items and plan implementation and maintenance; it also includes specific hazard annexes for coastal erosion, drought, earthquake, flood, landslide, tsunami, volcanic eruption, wildfire and wind/winter storm, and recommends specific hazard mitigation projects.

Attached is an Intergovernmental Agreement (IGA) that will govern a partnership among Clatsop County, cities, and the Department of Land Conservation & Development who is managing the project on behalf of the project partners participating in the planning process. The IGA does not require any cash match, but does require a commitment to staff time and public involvement opportunities. Staff has ideas to ensure compliance and will brief the Commission periodically as the plan develops.

### RECOMMENDATION/SUGGESTED MOTION

Warrenton City Commission  
Natural Hazards Mitigation Plan Update - IGA  
For the Agenda of December 11, 2018  
Page 2

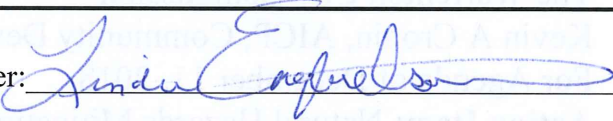
*I move to approve the IGA for the County Natural Hazards Multi-Jurisdictional Mitigation Plan Update and authorize the Mayor execute the IGA.*

**ALTERNATIVE**

None recommended

**FISCAL IMPACT**

As noted, there are no cash match requirements. Staff time will be tracked per grant requirements to demonstrate commitment to the project.

Approved by City Manager: 

All supporting documentation, i.e., maps, exhibits, etc., must be attached to this memorandum.

## INTERGOVERNMENTAL AGREEMENT

This Agreement is between the State of Oregon acting by and through its Department of Land Conservation and Development (“DLCD”) and Clatsop County (“County”), Astoria, Cannon Beach, Gearhart, Seaside, and Warrenton (“Cities”), and Cannon Beach Rural Fire Protection District, Lewis and Clark Fire District, Knappa Fire District – Svensen, Port of Astoria, Sunset Empire Transportation District, Arch Cape Domestic Water Supply District, and Arch Cape Sanitary District (“Districts”), each a “Party;” the County, Cities, and Districts together, the “Jurisdictions;” and all together, the “Parties.”

### 1. Authority

This Agreement is authorized by ORS 190.110.

### 2. Effective Date

This Agreement is effective on the date of the last signature (“Effective Date”), and terminates on March 22, 2021, unless terminated earlier.

### 3. Background

Natural disasters occur when natural hazard events impact people, structures, and the environment. The dramatic increase in the costs associated with natural disasters over the past decades has fostered interest in identifying and implementing effective means of reducing these impacts. Natural hazards mitigation planning is a process for identifying and understanding the hazards facing a jurisdiction and prioritizing actions the jurisdiction can take to reduce injuries and deaths; damage to buildings, critical facilities, and infrastructure; interruption in essential services; economic hardship; and environmental harm. Reducing impacts also speeds up recovery and lowers its cost.

The Federal Emergency Management Agency (FEMA) approves Natural Hazards Mitigation Plans (NHMPs) meeting federal requirements at 44 CFR 201. Approval lasts five years. Having a current, FEMA-approved NHMP is a key factor in establishing eligibility for certain FEMA grants that fund natural hazards mitigation planning and projects.

Clatsop County’s Multi-Jurisdictional NHMP will expire on July 23, 2020. DLCD has received a Pre-Disaster Mitigation grant to assist the Jurisdictions with updating the Clatsop County Multi-Jurisdictional NHMP. The grant’s performance period is from August 14, 2017 through March 22, 2021.

### 4. Purpose

The purposes of this Intergovernmental Agreement are to:

- (a) Formalize a working relationship between DLCD and the Jurisdictions that is to result in an updated Clatsop County Multi-Jurisdictional NHMP adopted by each Jurisdiction and approved by FEMA;



- (b) Ensure the Jurisdictions are aware that the grant supporting this project requires the final deliverable to be a FEMA-approved NHMP, and that to achieve FEMA approval the Jurisdictions must not only consider, but also adopt an NHMP that FEMA has agreed to approve; and
- (c) Ensure the Jurisdictions are aware of their responsibility to contribute financially to the Project using non-federal funds, and to track, document, and report their cost share as required.

**5. Responsibilities of Parties**

(a) Responsibilities of DLCD.

DLCD will provide financial, administrative, and technical assistance to the Natural Hazards Mitigation Plan ("NHMP" or "Plan") Update project described in Exhibit A, Scope of Work, which is incorporated into and made part of this Agreement.

Specific DLCD responsibilities include:

- i. Organizing, leading and managing the planning process;
- ii. Writing the Plan; and
- iii. Administering grant funds.

(b) Responsibilities of County.

County shall appoint a one of its Steering Committee members to lead the project in partnership with DLCD's Project Manager.

Specific Project responsibilities of County Lead include:

- i. Assisting DLCD with organizing, leading, and managing the planning process;
- ii. Providing County Assessor's data;
- iii. Providing GIS services;
- iv. Carrying out other responsibilities enumerated in Section 5(c);
- v. Performing any other Project work assigned to County by Exhibit A.

(c) Responsibilities of the Jurisdictions:

The Jurisdictions will each appoint a Steering Committee member and alternate who already have or have been delegated decision-making authority for this Project.

Specific Project responsibilities of the Jurisdictions include:

- i. Attending and actively participating in Steering Committee meetings;
- ii. Providing data and information;
- iii. Engaging with internal and external stakeholders;
- iv. Executing the Project's public engagement program;
- v. Shepherding the plan through the public adoption process;

- vi. Tracking, accurately documenting, and reporting cost share as required;
- vii. Adopting a Plan that FEMA has agreed to approve; and
- viii. Performing any other Project work assigned to County, Cities, Districts, and Tribes by Exhibit A.

#### **6. Compensation and Costs**

Each Party shall assume its own costs of carrying out the tasks and responsibilities assigned to it under this Agreement.

FEMA does not permit DLCD to sub-grant funds to local or tribal governments. Therefore, DLCD will use the grant funds to provide consulting and technical assistance to the Jurisdictions to complete the update.

The federal grant supporting the Project requires a 25% cost share from non-federal funds. Each Party shall commit to providing and documenting cash, in-kind, or a combination of both as its portion of the required 25% cost share.

#### **7. Project Contacts**

The designees named below shall be the contacts for all the work and services to be performed under this Agreement. A Party may designate a new contact by written notice to the other Parties.

##### **DLCD's Project Contacts are:**

Marian Lahav – Natural Hazards Mitigation Planning Program Coordinator  
Oregon Department of Land Conservation and Development  
635 Capitol ST NE, Suite 150  
Salem, OR 97301  
(503) 934-0024  
marian.lahav@state.or.us

Pam Reber – Natural Hazards Planner  
Oregon Department of Land Conservation and Development  
635 Capitol ST NE, Suite 150  
Salem, OR 97301  
(503) 934-0066  
pamela.reber@state.or.us

##### **Clatsop County's Project Contact is:**

Tiffany Brown – Emergency Services Manager  
Clatsop County Emergency Management  
800 Exchange St., Suite 400

**Clatsop County Natural Hazards Multi-Jurisdictional Mitigation Plan Update**

DLCD IGA #:

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Astoria, OR 97103 (503) 325-8645 tbrown@co.clatsop.or.us	
<b>City of Astoria's Project Contact is:</b>  _____, OR 97 ( _____ ) - _____	<b>City of Cannon Beach's Project Contact is:</b>  _____, OR 97 ( _____ ) - _____
<b>City of Gearhart's Project Contact is:</b>  _____, OR 97 ( _____ ) - _____	<b>City of Seaside's Project Contact is:</b>  _____, OR 97 ( _____ ) - _____
<b>City of Warrenton's Project Contact is:</b>  _____, OR 97 ( _____ ) - _____	<b>Cannon Beach Rural Fire Protection District's Project Contact is:</b>  _____, OR 97 ( _____ ) - _____
<b>Lewis and Clark Fire District's Project Contact is:</b>  _____, OR 97 ( _____ ) - _____	<b>Knappa Fire District – Svensen's Project Contact is:</b>  _____, OR 97 ( _____ ) - _____
<b>Port of Astoria's Project Contact is:</b>	<b>Sunset Empire Transportation District's Project</b>

<p>, OR 97 ( ) -</p>	<p><b>Contact is:</b></p> <p>, OR 97 ( ) -</p>
<p><b>Arch Cape Domestic Water Supply District's Project Contact is:</b></p> <p>, OR 97 ( ) -</p>	<p><b>Arch Cape Sanitary District's Project Contact is:</b></p> <p>, OR 97 ( ) -</p>

**8. Termination**

- (a) This Agreement may be terminated at any time by mutual written agreement of the Parties.
- (b) This Agreement may be terminated by DLCD upon 30 days advance written notice and by the Jurisdictions upon 45 days advance written notice.

**9. Non-Discrimination**

In carrying out activities under this Agreement, no Party shall discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, disability, marital status, veteran status, disability or age. All Parties shall take affirmative actions to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color religion, sex, sexual orientation, national origin, disability, marital status, veteran status, disability or age. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff of termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**10. Non-Appropriation**

DLCD's obligation to perform its duties under this Agreement is conditioned upon DLCD receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow

DLCD, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any law limiting the activities, liabilities or monetary obligations of DLCD.

### **11. Representations and Warranties**

The Jurisdictions represent and warrant that the making and performance by the Jurisdictions of this Agreement:

- (a) Have been duly authorized by the Jurisdictions;
- (b) Do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of the Jurisdictions' charters or other organizational documents; and
- (c) Do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which the Jurisdictions are party or by which the Jurisdictions may be bound or affected.

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

### **12. Records**

Parties and their duly authorized representatives shall have access to the books, documents, and records which are directly pertinent to Agreement for the purpose of making audit, examination, excerpts, and transcript. This does not require any Party to provide documents that are legally privileged or otherwise exempt from disclosure under the Oregon Public Records Law, ORS 192.311 to 192.478.

### **13. Contribution**

If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a "Third Party Claim") against a Party (the "Notified Party") with respect to which the other Parties (the "Other Parties") may have liability, the Notified Party shall promptly notify the Other Parties in writing of the Third Party Claim and deliver to the Other Parties, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and a meaningful opportunity for the Other Party to participate in the investigation, defense and

settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Parties' contribution obligation under this Agreement with respect to the Third Party Claim.

With respect to a Third Party Claim for which DLCD is jointly liable with the Notified Party (or would be if joined in the Third Party Claim), DLCD shall contribute to the amount of expenses (including attorney fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Notified Party in such proportion as is appropriate to reflect the relative fault of DLCD on the one hand and of the Notified Party on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of DLCD on the one hand and of the Notified Party on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information, and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. DLCD's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which a Party is jointly liable with DLCD (or would be if joined in the Third Party Claim), the Other Party or Parties shall contribute to the amount of expenses (including attorney fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by DLCD in such proportion as is appropriate to reflect the relative fault of the Other Party or Parties on the one hand and of DLCD on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Other Party or Parties on the one hand and of DLCD on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Other Party's or Parties' contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

#### **14. Subcontracting and Assignment**

The Jurisdictions acknowledge that DLCD intends to hire contractors to perform tasks and responsibilities related to the deliverables listed in the Scope of Work, Exhibit A to this Agreement. No Jurisdiction shall enter into any subcontract for any other work listed under this Agreement without written consent of DLCD.

#### **15. Governing Law, Consent to Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between DLCD or any other agency or department of the State of Oregon, or both, and the Jurisdictions that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must, as mandated by federal law, be brought in a federal forum,

then unless otherwise prohibited by law it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by any Party of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court.

#### **16. Indemnification**

Except as provided in Section 13 of this Agreement, each Party shall defend, save, hold harmless, and indemnify the other Parties and the other Parties' agencies, subdivisions, officers, directors, employees and agents from and against all claims, suits, actions, losses damages, liabilities, costs and expenses of any nature whatsoever (Claims), including attorney fees, resulting from, arising out of, or relating to the acts or omissions of the indemnifying Party's officers, employees, or agents under this Agreement. Any indemnity by DLCD under this Section shall be subject to the limitations of Article XI, Section 7 of the Oregon Constitution and the Oregon Tort Claims Act, 30.260 to 30.300.

#### **17. Insurance**

Each Party shall be responsible for providing workers' compensation insurance as required by law for its covered workers. No Party shall be required to provide or show proof of self-insurance, workers' compensation or any other insurance coverage.

#### **18. Severability**

If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid. In such event, the Parties intend that the conflict not invalidate the other provisions of this Agreement and the Parties shall negotiate in good faith to agree on replacement language for the offending term or provision that will be consistent with the purposes of this Agreement.

#### **19. Compliance With Law**

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

#### **20. Force Majeure**

No 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 obligations under this Agreement.

## 21. No Third Party Beneficiary

DLCD and the Jurisdictions are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing contained in Agreement gives or shall be construed to give or provide any benefit, direct, indirect, or otherwise, to third parties. The contractors retained by DLCDC are expressly excluded as parties or beneficiaries to this Agreement and are barred from enforcing the terms of this Agreement.

## 22. Merger, Waiver and Modification

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

## 23. Amendments

The terms of this Agreement may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties. Any amendment to this Agreement shall require the signatures of the approving authorities of all Parties.

## 24. Acknowledgment of Funds and Copyright

### (a) Acknowledgment of Funds.

All Parties shall acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

### (b) Copyright.

All Parties must affix the applicable copyright notices of 17 USC Section 401 or 402 and an acknowledgment of Government sponsorship (including sub-grant number) to any work first produced under a federal award unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this Agreement, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, Parties grant the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative



works, and to authorize others to do so, for Government purposes in all such copyrighted works.

**25. Survival**

All provisions concerning the limitation of liability, indemnity, and conflicts of interest shall survive the termination of this Agreement for any cause.

**26. Interpretation**

The Parties agree that the provisions of this Agreement shall not be construed in favor of or against any Party based on the source of its drafting or any other circumstances.

**27. Counterparts**

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

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

CLATSOP COUNTY

APPROVED AS TO FORM:

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

CITY of ASTORIA

APPROVED AS TO FORM:

\_\_\_\_\_

\_\_\_\_\_

Clatsop County Natural Hazards Multi-Jurisdictional Mitigation Plan Update

DLCD IGA #:

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Name & Title	Name & Title
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Date	Date
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CITY of CANNON BEACH

APPROVED AS TO FORM:

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Name & Title	Name & Title
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Date	Date
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CITY of GEARHART

APPROVED AS TO FORM:

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Name & Title	Name & Title
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**Clatsop County Natural Hazards Multi-Jurisdictional Mitigation Plan Update**

DLCD IGA #:

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Date

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Date

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CITY of SEASIDE

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APPROVED AS TO FORM:

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Name & Title

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Name & Title

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Date

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Date

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CITY of WARRENTON

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APPROVED AS TO FORM:

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Name & Title

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Name & Title

**Clatsop County Natural Hazards Multi-Jurisdictional Mitigation Plan Update**

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Date	Date

CANNON BEACH RURAL FIRE PROTECTION DISTRICT

APPROVED AS TO FORM:

Name & Title	Name & Title
Date	Date

LEWIS AND CLARK FIRE DISTRICT

APPROVED AS TO FORM:

Name & Title	Name & Title
Date	Date

**Clatsop County Natural Hazards Multi-Jurisdictional Mitigation Plan Update**

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Date

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Date

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KNAPPA FIRE DISTRICT – SVENSEN

APPROVED AS TO FORM:

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Name & Title

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Date

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Name & Title

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Date

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PORT OF ASTORIA

APPROVED AS TO FORM:

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Name & Title

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Name & Title

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Date

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**Clatsop County Natural Hazards Multi-Jurisdictional Mitigation Plan Update**

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SUNSET EMPIRE TRANSPORTATION  
DISTRICT

APPROVED AS TO FORM:

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Name & Title

Name & Title

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Date

Date

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ARCH CAPE DOMESTIC WATER SUPPLY  
DISTRICT

APPROVED AS TO FORM:

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Name & Title

Name & Title

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Date

Date

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ARCH CAPE SANITARY DISTRICT

APPROVED AS TO FORM:

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Name & Title

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Name & Title

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Date

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Date

Department of Land Conservation and  
Development (DLCD)

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Jim Rue, Director

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Date

Multi-Jurisdictional Natural Hazards Mitigation Plan (MJNHMP) Update  
for Clatsop County, the Cities of Astoria, Cannon Beach, Gearhart,  
Seaside, and Warrenton, the Cannon Beach Rural Fire Protection District,  
Lewis and Clark Fire District, Knappa Fire District – Svensen, Port of  
Astoria, Sunset Empire Transportation District, Arch Cape Domestic  
Water Supply District, and Arch Cape Sanitary District

## Scope of Work

### PROJECT DESCRIPTION

The purpose of this Scope of Work (SOW) is to review and update Clatsop County's Multi-Jurisdictional NHMP (MJNHMP) such that it is adopted by Clatsop County (COUNTY), Cities of Astoria, Cannon Beach, Gearhart, Seaside, and Warrenton (CITIES), and the Cannon Beach Rural Fire Protection District, Lewis and Clark Fire District, Knappa Fire District – Svensen, Port of Astoria, Sunset Empire Transportation District, Arch Cape Domestic Water Supply District, and Arch Cape Sanitary District (DISTRICTS) collectively "JURISDICTIONS," and ultimately approved by the Federal Emergency Management Agency (FEMA). The update process may include drafting new NHMPs for cities and special districts who have not participated previously.

The Oregon Department of Land Conservation and Development (DLCD) and COUNTY will lead the MJNHMP update process in partnership. DLCD and JURISDICTIONS will participate and execute responsibilities and tasks as set forth in this SOW.

**This project is funded by a FEMA Pre-Disaster Mitigation (PDM) planning grant. A PDM planning grant must culminate in an NHMP that is adopted by JURISDICTIONS and approved by FEMA. Therefore, JURISDICTIONS agree not only to consider but also to adopt the NHMP that FEMA has agreed to approve.**

The planning process will be open and transparent. All meetings will be duly advertised and open to the public. Each Steering Committee (SC) agenda will include time for public input.

### PHASE 1: ORGANIZE

#### Purpose

The purpose of Phase 1 is to organize and develop content for project initiation.



## Clatsop County Natural Hazards Multi-Jurisdictional Mitigation Plan Update

### EXHIBIT A: Scope of Work

DLCD IGA #:

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#### Task 1: Prepare a Draft Intergovernmental Agreement (IGA)

The purpose of the IGA is to formalize a working relationship between DLCD and JURISDICTIONS to execute an update of the Clatsop County MJNHMP; ensure that each jurisdiction adopts and obtains FEMA approval of the updated MJNHMP; and ensure that each jurisdiction provides cost share and documents its cost share contribution as required.

##### DELIVERABLES

DLCD 1. Draft IGA for review by COUNTY

Target Date: October 2018

#### Task 2: Prepare a Draft Scope of Work (SOW)

DLCD will draft a SOW intended to produce an MJNHMP meeting the requirements of the Code of Federal Regulations, Title 44, Part 201.6 (44 CFR 201.6) and therefore approvable by FEMA.

##### DELIVERABLES

DLCD 1. Draft SOW

Target Date: October 2018

#### Task 3: Develop a Project Schedule

DLCD will develop a project schedule setting target dates for SC meetings, public engagement opportunities, public review and comment periods, state and federal review processes, and local adoption proceedings.

A minimum of two opportunities for the public to comment will be included, one to review the Draft Risk Assessment and one to review at least the Draft Mitigation Strategy and Plan Maintenance Process, and as circumstances warrant potentially the entire Draft MJNHMP. Both opportunities will be offered prior to finalizing the plan for approval by each of JURISDICTIONS' respective boards and councils. While only these two opportunities are required, providing as many opportunities as possible is encouraged, as greater public participation benefits the community and strengthens the MJNHMP.

"The public" is understood to include – but not be limited to – citizens and residents, neighboring communities, local and regional agencies involved in hazard mitigation activities; agencies that have the authority to regulate development, businesses, academia, and other private and non-profit interests.

##### DELIVERABLES

DLCD 1. Draft Project Schedule

Clatsop County Natural Hazards Multi-Jurisdictional Mitigation Plan Update

EXHIBIT A: Scope of Work

DLCD IGA #:

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Target Date: October 2018

Task 4 Coordinate with COUNTY

The following tasks will be accomplished collaboratively by DLCD and COUNTY for review and agreement by the SC at its organizational meeting (Task 6).

Meet remotely or in person with COUNTY and:

- A. Discuss the Intergovernmental Agreement.
- B. Discuss the Scope of Work and revise as necessary or appropriate.
- C. Discuss the current MJNHMP's strengths and opportunities for improvement and a strategy for addressing them.
- D. Discuss the Draft Project Schedule (Task 3, Deliverable 1) and revise as necessary or appropriate;
- E. Discuss *Table 1: Allocation of Basic Responsibilities and Tasks* and revise as necessary or appropriate. These basic responsibilities and tasks will be performed throughout the duration of the project in addition to other others described and deliverables assigned in Tasks 1 through 16.
- F. Determine the method for and roles of DLCD and COUNTY in inviting cities and special districts to participate in the planning process and designate SC members and alternates. **SC members and alternates must have or have been delegated authority to make decisions and act on behalf of their jurisdictions for the purposes of this project;**
- G. Draft a list of stakeholders, technical advisors, and other interested parties including at a minimum representatives of FEMA's six "whole community" sectors: (a) Emergency Management; (b) Economic Development; (c) Land Use and Development; (d) Housing; (e) Health and Social Services; (f) Infrastructure; and (g) Natural and Cultural Resources. Determine how to engage them in the planning process (e.g., Steering Committee, Technical Advisory Committee, one-to-one discussions, focus groups, etc.) and the roles of DLCD and COUNTY in inviting their participation.
- H. Prepare a draft public engagement program for SC discussion and finalization.

Table 1: ALLOCATION of BASIC RESPONSIBILITIES and TASKS

Responsibility/Task	DLCD	COUNTY	CITIES	SPECIAL DISTRICTS
<b>Steering and Technical Advisory Committee Meetings</b>				
• Prepare and distribute agenda 7-10 days prior to meetings via email. If a SC or TAC member does not have access to email, JURISDICTIONS will ensure the member receives a hard copy 5 days prior to meetings.	X	Assist	Assist	Assist
• Prepare handouts. If appropriate, distribute handouts 7-10 days prior to meetings via email. If a SC or TAC member does not have access to email, JURISDICTIONS will ensure the member receives a hard copy 5 days prior	X	Assist	Assist	Assist

# Clatsop County Natural Hazards Multi-Jurisdictional Mitigation Plan Update

## EXHIBIT A: Scope of Work

DLCD IGA #:

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Responsibility/Task	DLCD	COUNTY	CITIES	SPECIAL DISTRICTS
to meetings.				
• Provide language for public notice of meetings if requested.	X			
• Lead and facilitate meetings.	X	Assist		
• Prepare and distribute meeting notes.	X			
• Engage with local internal and external stakeholders about the project and bring their input back to the committee discussions.		X	X	X
<b>Public Engagement Program</b>				
• Execute public engagement program.	Assist	X	X	X
• Lead public engagement meetings and events.	Assist	X	X	X
• Facilitate public engagement meetings and events.	X	Assist	Assist	Assist
• Provide public notice of meetings and events through a variety of means.	Assist	X	X	X
• Shepherd MJNHMP through Planning Commission, Board and Council work sessions and adoption process	Assist	X	X	X
<b>Plan Development</b>				
• Gather hazard and vulnerability data, existing plans, studies, reports, and technical information.	X	X	X	X
• Provide information on climate change and its influence on hazards.	X			
• Provide GIS services		X	X	X
• Provide assessor data		X		
• Provide other data and information		X	X	X
• Analyze data	X	Assist	Assist	Assist
• Write plan sections	X	Assist	Assist	Assist
• Review plan sections	X	X	X	X
• Edit plan sections	X	Assist	Assist	Assist
• Finalize plan	X			
<b>Administrative Functions</b>				
• Publish notice of meetings and events 7-10 days prior to date of occurrence.		X	X	X
• Print agenda, sign-in sheet and handouts for meetings. DLCD will print color and 11x17 handouts only if none of the JURISDICTIONS has capability and no commercial printer with capability is reasonably available.	Assist	X	X	X
• Develop and maintain during the update and after completion an interactive project web page and link to that page on the jurisdiction's home page.		X	X	X
• Establish and maintain a listserv, email service, or dedicated email address accessible on the project web		X	X	X

**Clatsop County Natural Hazards Multi-Jurisdictional Mitigation Plan Update**

**EXHIBIT A: Scope of Work**

DLCD IGA #:

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Responsibility/Task	DLCD	COUNTY	CITIES	SPECIAL DISTRICTS
page for communication with the public (e.g., distribute news, receive comments).				
• Track and accurately report cost-share in the required format at least quarterly by the deadline set by DLCDC.		X	X	X
• Document the planning process by keeping copies of all agendas, sign-in sheets, notices, publications, web page updates, etc. for inclusion in the updated MJNHMP.	X	X	X	X
• Monitor and adjust project schedule	X	Assist		
• Handle Logistics (space reservations, supplies, copies, audio/visual equipment, etc.) for Steering Committee meetings, public engagement meetings and events, etc. occurring in your jurisdiction.		X	X	X

DELIVERABLES

- DLCD
1. Meeting notes memorializing decisions of Task 5
  2. Revised Draft Scope of Work
  3. Revised MJNHMP Review and Strategy Memo
  4. Revised Project Schedule
  5. Revised *Table 1: ALLOCATION of BASIC RESPONSIBILITIES and TASKS*
  6. Draft Public Engagement Program
  7. Cost Share Documentation Forms and Instructions

- COUNTY
1. Draft Steering Committee Roster
  2. Initial Draft Stakeholder Roster

Target Date: November 2018

**Task 5 Invite and Confirm Participants**

In accordance with the method and roles determined in Task 5, (A) invite cities and special districts to participate and appoint SC members and alternates. **Members will serve as their jurisdictions' official contact for the project;** (B) Provide the IGA and Draft SOW to JURISDICTIONS for review, noting that the IGA is not open to substantive revisions; and (C) invite stakeholders to participate. Confirm responses.

**Clatsop County Natural Hazards Multi-Jurisdictional Mitigation Plan Update**

**EXHIBIT A: Scope of Work**

DLCD IGA #:

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If necessary to meet time and budget constraints, DLCD and COUNTY will decide collaboratively and in consultation with the special districts which of them will be included in the updated Clatsop County MJNHMP. Others will be invited to participate and may leverage their participation to support development of addenda for later inclusion in the Clatsop County MJNHMP or into a stand-alone NHMP.

DELIVERABLES

- |        |    |   |
|--------|----|---|
| COUNTY | 1. | Final Roster of Steering Committee members and alternates |
|        | 2. | Second Draft Stakeholder Roster                           |

Target Date: November 2018

**Task 6 Hold Organizational SC Meeting**

The purpose of this meeting is to initiate the project. DLCD and COUNTY will explain the project background, purpose, and requirements and will discuss with the SC the project participant roles, responsibilities, and expectations.

DLCD and COUNTY will lead the SC through discussion of the deliverables of Tasks 4 and 5 and note any revisions.

**The SC will review the IGA and SOW and establish a date by which each jurisdiction will sign.**

**Each jurisdiction will identify a person responsible for cost share tracking and reporting.**

**Each jurisdiction will identify a person responsible for developing and maintaining an up-to-date project website or otherwise ensuring that project information is made available to the community in a timely manner.**

DELIVERABLES

- |      |    |  |
|------|----|--|
| DLCD | 1. | Final Scope of Work  |
|      | 2. | Final Project Schedule   |
|      | 3. | Final SC Roster  |
|      | 4. | Final Stakeholder Roster   |
|      | 5. | Final <i>Table 1, Allocation of Basic Responsibilities and Tasks</i> |
|      | 6. | Final Public Engagement Plan   |
|      | 7. | Cost Share Documentation Forms and Instructions                      |

Target Date:

- |    |    |  |
|----|----|--|
| SC | 1. | Person responsible for cost share tracking and reporting for each jurisdiction |
|----|----|--|

# Clatsop County Natural Hazards Multi-Jurisdictional Mitigation Plan Update

## EXHIBIT A: Scope of Work

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2. Person responsible for developing and maintaining and up-to-date project website or otherwise ensuring project information is made available to the public in a timely manner for each jurisdiction
3. Signed IGA

Target Date: December 2018

### PHASE 2: UPDATE THE CLATSOP COUNTY MULTI-JURISDICTIONAL NHMP

#### Purpose

The purpose of Phase 2 is to update the current CLATSOP County MJNHMP such that it meets the requirements of 44 CFR 201.6 and is therefore approvable by FEMA.

#### Task 7 Review and Update the Risk Assessment

DLCD will lead the SC in reviewing and updating the risk assessment. For each jurisdiction, the updated risk assessment will:

- A. To the extent data is available, describe the type, location, and extent (intensity) of each of the natural hazards to which it is subject and how they may be influenced by climate change.
- B. Identify significant previous occurrences of each hazard.
- C. Assess probability of future occurrence of each hazard.
- D. Describe the geographic (political and physical), social, economic, cultural and historic characteristics, land use, development trends, and changes in development.
- E. Identify NFIP-insured structures that have sustained repetitive flood damages.
- F. To the extent feasible, assess potential dollar losses to buildings, repetitive flood loss structures, infrastructure, and critical facilities from each hazard.
- G. Assess vulnerability to each hazard.
- H. To the extent reasonable based on limitations of data and analysis, present findings and indicate mitigation priorities.

#### DELIVERABLES

- |      |   |
|------|---|
| SC   | 1. Plans, studies, reports, technical data and information available for review and potential incorporation into the risk assessment            |
| DLCD | 1. Number of NFIP-insured structures in each jurisdiction including those having sustained repetitive losses and their respective dollar values |

## Clatsop County Natural Hazards Multi-Jurisdictional Mitigation Plan Update

### EXHIBIT A: Scope of Work

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2. Coordinate and conduct group or individual meetings with DISTRICTS, if needed.

Target Date: January – April 2019

- COUNTY
1. Coordinate up to two SC meetings.
  2. Assist DLCD with coordinating and facilitating DISTRICTS group meeting, if requested.

Target Dates: January – April 2019

- DLCD
1. Initial Draft Risk Assessment for SC and public review

Target Dates: April – June 2019

#### Task 8 Public Review of Risk Assessment

DLCD will assist JURISDICTIONS in developing and executing at least one opportunity for the public to comment on the Draft Risk Assessment. “The public” is understood to include – but not be limited to – citizens and residents, neighboring communities, local and regional agencies involved in hazard mitigation activities; agencies that have the authority to regulate development, businesses, academia, and other private and non-profit interests.

##### DELIVERABLES

- SC
1. At least one opportunity for public comment completed.

Target Date(s): April – June 2019

- DLCD
1. Draft comment matrix containing SC and public comments and draft responses for SC review

Target Date: June 2019

- DLCD
1. Final comment and response matrix
  2. Second Draft Risk Assessment incorporating public comments and final comment and response matrix

Target Date: June 2019

#### Task 9 Review and Update the Mitigation Strategy

DLCD will lead the SC in reviewing and updating the mitigation strategy. The mitigation strategy is the blueprint for reducing the potential losses and vulnerabilities identified through the risk assessment. The mitigation strategy sets mitigation goals; establishes and prioritizes mitigation actions for each jurisdiction; establishes an implementation strategy for accomplishing each action; analyzes the capabilities of each jurisdiction for carrying out its mitigation actions; and

# Clatsop County Natural Hazards Multi-Jurisdictional Mitigation Plan Update

## EXHIBIT A: Scope of Work

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describes a process for integrating the content of the MJNHMP into other planning mechanisms. Multi-jurisdictional mitigation actions may be established by some or all of the jurisdictions. For each jurisdiction, the Mitigation Strategy will:

- A. Establish mitigation goals based on the risk assessment.
- B. Assess each jurisdiction's mitigation capabilities.
- C. Document each jurisdiction's participation in the NFIP and continued compliance with its requirements.
- D. Document status of mitigation actions in the current MJNHMP highlighting mitigation progress and successes.
- E. Identify and discuss any changes in mitigation priorities.
- F. Revise and add new mitigation actions reflecting any changes in mitigation priorities and emphasizing new and existing buildings and infrastructure.
- G. Prioritize mitigation actions. Prioritization will include a general, qualitative cost/benefit assessment for mitigation projects.
- H. Establish an implementation strategy for each mitigation action.
- I. Describe the process, method, and timeline for integrating the content of the MJNHMP into other planning mechanisms and highlight any integration that has occurred.

### Deliverables

- SC
  - 1. Information about participation in and continued compliance with NFIP
  - 2. Information for and participation in capability assessment
  - 3. Information about planning mechanisms and timeline for integration

Target Date: May - September 2019

- COUNTY
  - 1. Coordinate up to three SC meetings for Tasks 9 and 10 together.

Target Dates: May - September 2019

- DLCD
  - 1. Initial Draft Mitigation Strategy for SC and public review

Target Dates: May - September 2019

### Task 10 Review and Update the Plan Maintenance Process

DLCD will assist JURISDICTIONS in reviewing the plan maintenance process and revising it as necessary. For each jurisdiction, the Plan Maintenance Process will:



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**EXHIBIT A: Scope of Work**

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- A. Describe the method and schedule for monitoring, evaluating, and updating the mitigation plan within a five-year cycle.
- B. Describe how the jurisdictions will continue public participation during the plan maintenance process.

DELIVERABLES

- DLCD 1. Initial Draft Plan Maintenance Process for SC and public review.

Target Date(s): August – October 2019

**Task 11 Public Review of Mitigation Strategy and Plan Maintenance Process**

DLCD will assist JURISDICTIONS in developing and executing at least one opportunity for the public to comment on at minimum the Draft Mitigation Strategy and Plan Maintenance Process, and as circumstances warrant potentially the entire Draft MJNHMP. Therefore, this task may occur at this point in the process or later, but not later than between Tasks 13 and 14.

“The public” is understood to include – but not be limited to – citizens and residents, neighboring communities, local and regional agencies involved in hazard mitigation activities; agencies that have the authority to regulate development, businesses, academia, and other private and non-profit interests.

DELIVERABLES

- SC 1. At least one opportunity for public comment completed.

Target Date(s): August – October 2019

- DLCD 1. Draft comment matrix containing public comments and draft responses for SC review

Target Date: August – October 2019

- DLCD 1. Final comment and response matrix incorporating SC comments  
2. Second Draft Mitigation Strategy and Plan Maintenance Process incorporating public comments and final comment and response matrix

Target Date: September - October 2019

**Task 12 Document the Planning Process**

DLCD will assist JURISDICTIONS in documenting the planning process. Copies of agendas, sign-in sheets, notices, publications, web page updates, etc. will be included in the updated MJNHMP. For each jurisdiction, the Planning Process chapter will:

**Clatsop County Natural Hazards Multi-Jurisdictional Mitigation Plan Update**

**EXHIBIT A: Scope of Work**

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- A. Describe how the plan was prepared, who was included, how the public was involved, and the opportunity for neighboring communities, local and regional agencies involved in hazard mitigation activities; agencies that have the authority to regulate development, businesses, academia, and other private and non-profit interests to be involved in the planning process.
- B. Describe opportunities for public comment during drafting and prior to plan approval.
- C. Describe how plans, studies, reports, technical data and information were incorporated.
- D. Include documentation of the planning process.

DELIVERABLES

- SC 1. Provide copies of web page updates, notices, publications, etc.
- DLCD 1. Initial Draft Planning Process chapter and documentation for SC review
- 2. Second Draft Planning Process chapter incorporating SC comments

Target Date(s): October 2018 – July 2020

**Task 13 Review and Update Remaining Chapters**

DLCD will assist the SC in reviewing and updating any remaining chapters or sections of the current MJNHMP and deciding if there is anything more that needs to be drafted. These may include an Executive Summary, Introduction, lists of tables and figures, glossary, list of acronyms, appendices, etc.

DELIVERABLES

- DLCD 1. Initial draft of remaining chapters or sections for SC review
- 2. Second draft of remaining chapters or sections incorporating SC comments

Target Date(s): November – December 2019

**Task 14 Finalize Draft MJNHMP for State and Federal Review**

DLCD will edit the entire document and add a cover, title page, acknowledgements, page numbers, FEMA funding credit, etc. to finalize the draft MJNHMP for the review and approval process. Pages will be reserved to insert documentation of the approval process: FEMA's "Approvable Pending Adoption" letter; evidence of adoption by each jurisdiction; FEMA's final approval letters; and FEMA's final Review Tool.

DELIVERABLES

- DLCD 1. Finalized Draft MJNHMP

Target Date: December 2019 – January 2020

# Clatsop County Natural Hazards Multi-Jurisdictional Mitigation Plan Update

## EXHIBIT A: Scope of Work

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### PHASE 3: REVIEW AND APPROVAL PROCESS

#### Purpose

The purpose of Phase 3 is to ensure that all the necessary steps toward final FEMA approval are taken; JURISDICTIONS each adopt the updated MJNHMP without substantive changes; and FEMA approves the adopted MJNHMP.

**This project is funded by a FEMA Pre-Disaster Mitigation (PDM) planning grant. A PDM planning grant must culminate in an NHMP that is adopted by JURISDICTIONS and approved by FEMA. Therefore, JURISDICTIONS agree not only to consider but also to adopt the NHMP that FEMA has agreed to approve.**

**If a jurisdiction requires a substantive change through its adoption process, the approval process will be restarted.**

#### Task 15 Submit Draft MJNHMP for State and Federal Review

On behalf of JURISDICTIONS, DLCD will submit the Draft Clatsop County MJNHMP to the Oregon Office of Emergency Management (OEM) for review. OEM will review the draft MJNHMP and when it is FEMA-approvable will submit it to FEMA for formal review. DLCD and JURISDICTIONS will make any necessary revisions with review by the SC and public as appropriate until FEMA issues its "Approvable Pending Adoption" (APA) letter.

#### DELIVERABLES

- DLCD
1. Submit finalized Draft MJNHMP with completed Local Mitigation Plan Review Tool to OEM.
  2. Make any required changes in consultation with SC and resubmit until OEM and FEMA are satisfied that the draft MJNHMP is approvable as evidenced by receipt of FEMA's APA letter.

#### Target Date(s):

Submittal to OEM:	January 17, 2020
Required Changes Completed:	February 14, 2020
FEMA Review Completed:	April 10, 2020
APA Received:	May 8, 2020

# Clatsop County Natural Hazards Multi-Jurisdictional Mitigation Plan Update

## EXHIBIT A: Scope of Work

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### Task 16 Adopt Final Draft MJNHMP

JURISDICTIONS will arrange for the FEMA-approvable Final Draft Clatsop County MJNHMP to be considered for adoption by each of their respective boards and councils. Following adoption, each jurisdiction will submit the evidence of adoption (generally a signed resolution) to DLCD. DLCD will then submit the resolutions to FEMA through OEM for final approval.

#### DELIVERABLES

- SC 1. Provide evidence of adoption to DLCD.
- DLCD 1. Submit evidence of adoption to OEM.
- 2. Insert approval process documents into plan.
- 3. Record effective date on cover.
- 4. Distribute FEMA-approved, finalized Clatsop County Multi-Jurisdictional NHMP to SC members.

Target Date(s):

Adoption Completed; Evidence to DLCD:	June 19, 2020
DLCD Submit Evidence to OEM:	June 22, 2020
FEMA Final Approval Received:	July 10, 2020
DLCD Final Distribution:	July 23, 2020

## SCHEDULE

Project Organization	Oct-Dec 2018
Risk Assessment & Public Engagement	Jan-Jun 2019
Mitigation Strategy Development & Public Engagement	May-Sep 2019
Plan Maintenance Strategy & Public Engagement	Aug-Oct 2019
Draft Plan & Public Engagement	Aug-Oct 2019
Remaining Sections and Finalization	Nov 2019-Jan 2020
OEM Plan Review & Edits	Jan-Feb 2020
FEMA Plan Review & Edits	Feb-May 2020
Local Plan Adoption	May-Jun 2020
FEMA Final Approval	No later than July 22, 2020

**Clatsop County Natural Hazards Multi-Jurisdictional Mitigation Plan Update**

**EXHIBIT A: Scope of Work**

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DLCD Plan Finalization and Distribution

Jul 2020

**BUDGET**

No funds will be exchanged. DLCD will use PDM 17 planning grant funds and state funds to execute its tasks. JURISDICTIONS will use their own funds to execute their responsibilities and tasks.

**COST SHARE**

PDM grants require a 25% cost share. JURISDICTIONS will commit to providing cash, in-kind, or a combination of both as their portion of the required 25% cost share. **Federal funds are not allowable as cost share.** JURISDICTIONS will report cost share and provide documentation as required to DLCD on at least a quarterly basis.

JURISDICTIONS together will provide a **minimum** cost share of \$\_\_\_\_\_.

"Making a difference through excellence of service"



## CITY OF WARRENTON

### Finance Department Agenda Memorandum

To: The Honorable Mayor and Members of the Warrenton City Commission  
From: April Clark  
Finance Director  
Date: December 11, 2018

**Regarding – Consideration of Resolution No. 2532 Approving and Adopting Increases to Appropriations for Unanticipated Revenues from Specific Purpose Grant for the fiscal year ending June 30, 2019**

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**SUMMARY:**

Staff is presenting a budget adjustment for your approval in order to amend the current budget to allow for additional spending authority in the Grants Fund.

In the prior fiscal year, the City received a grant from the Oregon Parks and Recreation Department for the purpose of constructing the VFW Veteran's monument in front of the post office. At the time the 2018-2019 budget was prepared, the expected completion date was prior to June 30, 2018. The completion was delayed and the project continued into the current fiscal year. There was approximately \$1,246 of additional expenditures to complete the statue.

The final grant disbursement request has been submitted to the Oregon Parks and Recreation Department. The project is complete and the grant is in the process of being closed. This budget adjustment will allow spending authority for the final expenses of the project. This increases grant proceeds and increases spending authority in the Administration department in the Grants Fund.

**RECOMMENDATION:**

Staff recommends the following motions:

"I move to approve Resolution No. 2532 Approving and Adopting Increases to the 2018-2019 Budget by increasing appropriations for unanticipated revenues from Specific Purpose Grant."

**ALTERNATIVE:**

No alternative is being recommended.

**FISCAL IMPACT:**

Budgeted revenues are increased by \$1,246 and budgeted expenses are increased by \$1,246 in the Grants Fund. There is no overall fiscal impact to the City as the increased appropriations of \$1,246 will be made from the grant proceeds.

Approved by City Manager:

All supporting documentation, i.e., maps, exhibits, etc., must be attached to this memorandum.

**RESOLUTION NO. 2532**

**Introduced by All Commissioners**

**APPROVING AND ADOPTING INCREASES TO THE 2018-2019 BUDGET BY  
INCREASING APPROPRIATIONS FOR UNANTICIPATED REVENUES FROM SPECIFIC  
PURPOSE GRANT**

Whereas, the City of Warrenton was awarded a grant in the prior fiscal year from the Oregon Parks and Recreation Department to build a veteran's monument and

Whereas, the project was not completed in the prior fiscal year as expected at the time of budget preparation and continued into the current fiscal year and

Whereas, additional grant funds will be received for the current year expenditures in the amount of \$1,246 and

Whereas, these funds will be recorded in the Grant Fund along with the associated expenditures;

NOW THEREFORE, BE IT RESOLVED that the City Commission of the City of Warrenton hereby adopts the following 2018-2019 budget changes for unanticipated revenues and expenses:

<u>Grants Fund</u>	<u>Adopted</u>	<u>Changes</u>	<u>Amended</u>
Total Resources	<u>552,379</u>	<u>1,246</u>	<u>553,625</u>
Police Department	24,313		24,313
Administration Department	525,000	1,246	526,246
Contingency	0		0
Total Expenditures	<u>\$ 549,313</u>	<u>\$ 1,246</u>	<u>\$ 550,559</u>

PASSED by the City Commission of the City of Warrenton this \_\_\_\_ day of \_\_\_\_\_, 2018

APPROVED by the Mayor of the City of Warrenton this \_\_\_\_ day of \_\_\_\_\_, 2018

This resolution is effective on December 11, 2018.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Recorder

7-C

*"Making a difference through excellence of service"*



**CITY OF WARRENTON**

# AGENDA MEMORANDUM

TO: The Warrenton City Commission  
FROM: Public Works Director, Richard Stelzig  
DATE: December 11, 2018  
SUBJ: Professional Service Agreement for engineering design and coordination of bidding for the SW 4<sup>th</sup> Street Reconstruction Project.

## SUMMARY

The City of Warrenton Public Works proposes to enter into a professional services contract for \$44,300.00 with OTAK for the design of engineering plans, technical specifications, contract documents and coordination of bidding and notifications to the selected contractor for the SW 4<sup>th</sup> Street Reconstruction Project.

## RECOMMENDATION/SUGGESTED MOTION

Staff recommends the following motion;

"I move to approve Staff's recommendation to accept the professional services proposal 68185.A00 from OTAK for \$44,300.00 for the design of engineering plans, technical specifications, contract documents and coordination of bidding and notifications to the selected contractor for the SW 4<sup>th</sup> Street Reconstruction Project.

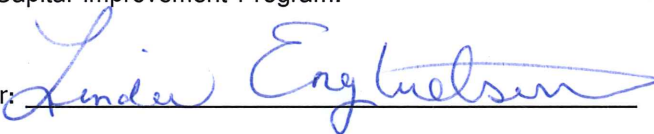
## ALTERNATIVE

1) None Recommended

## FISCAL IMPACT

This project is funded from the Water Capital Reserve, Streets, Storm Water and Urban Renewal Funds in the 2018-2019 Capital Improvement Program.

Approved by City Manager:





**CITY OF WARRENTON  
CONTRACT FOR PROFESSIONAL CONSULTING SERVICES**

CONTRACT:

This Contract, made and entered into this \_\_\_\_\_ day of December, 2018, by and between the City of Warrenton, a municipal corporation of the State of Oregon, hereinafter called "CITY", and OTAK, 808 SW Third Ave, Suite 300, Portland, OR 97204, hereinafter called "CONSULTANT", duly authorized to do business in Oregon.

WITNESSETH

WHEREAS, the CITY requires services which CONSULTANT is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, CONSULTANT is able and prepared to provide such services as CITY does hereinafter require, under those terms and conditions set forth; now, therefore,

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. CONSULTANT SERVICES:

A. CONSULTANT shall provide Professional Engineering services for the City of Warrenton project entitled SW 4<sup>th</sup> Street Reconstruction, as outlined in the attached Scope of Work (attachment A, OTAK Professional Services Agreement 68185.A00).

B. CONSULTANT's obligations are defined solely by this contract and its attachment and not by any other contract or agreement that may be associated with this project.

2. COMPENSATION

A. The CITY agrees to pay CONSULTANT a total not-to-exceed price of \$ 44,300.00 for performance of the design of engineering plans, technical specifications, contract documents and coordination of bidding and notifications to the selected contractor for the SW 4<sup>th</sup> Street Reconstruction;

B. The CONSULTANT will submit a final invoice referencing 620084 for all services rendered to: City of Warrenton, Attention: Accounts Payable, PO Box 250, Warrenton, Oregon 97146, **OR**, CONSULTANT may submit invoice via email to [ap@ci.warrenton.or.us](mailto:ap@ci.warrenton.or.us). City pays net 21 upon receipt of invoice.

C. CITY certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract.

3. CONSULTANT IDENTIFICATION

CONSULTANT shall furnish to the CITY the CONSULTANT's employer identification number, as designated by the Internal Revenue Service, or CONSULTANT's Social Security number, as CITY deems applicable.

4. CITY'S REPRESENTATIVE

For purposes hereof, the CITY'S authorized representative will be Linda Engbretson, City Manager, City of Warrenton, PO Box 250, Warrenton, Oregon, 97146.

5. CONSULTANT'S REPRESENTATIVE

For purposes hereof, the CONSULTANT's authorized representative will be \_\_\_\_\_.

6. CONSULTANT IS INDEPENDENT CONSULTANT

A. CONSULTANT shall be an independent CONSULTANT for all purposes and shall be entitled to no compensation other than the compensation provided for under Section 2 of this Contract,

B. CONSULTANT acknowledges that for all purposes related to this contract, CONSULTANT is and shall be deemed to be an independent CONSULTANT and not an employee of the CITY, shall not be entitled to benefits of any kind to which an employee of the CITY is entitled and shall be solely responsible for all payments and taxes required by law; and furthermore in the event that CONSULTANT is found by a court of law or an administrative agency to be an employee of the CITY for any purpose, CITY shall be entitled to offset compensation due, or, to demand repayment of any amounts paid to CONSULTANT under the terms of the contract, to the full extent of any benefits or other remuneration CONSULTANT receives (from CITY or third party) as result of said finding and to the full extent of any payments that CITY is required to make (to CONSULTANT or a third party) as a result of said finding.

C. The undersigned CONSULTANT hereby represents that no employee of the City of Warrenton, or any partnership or corporation in which a City of Warrenton employee has an interest, has or will receive any remuneration of any description from the CONSULTANT, either directly or indirectly, in connection with the letting or performance of this contract, except as specifically declared in writing.

7. CANCELLATION FOR CAUSE

CITY may cancel all or any part of this Contract if CONSULTANT breaches any of the terms herein or in the event of any of the following: Insolvency of CONSULTANT; voluntary or involuntary petition in bankruptcy by or against CONSULTANT; appointment of a receiver or trustee for CONSULTANT, or any assignment for benefit of creditors of CONSULTANT. Damages for breach shall be those allowed by Oregon law, reasonable and necessary attorney's fees, and other costs of litigation at trial and upon appeal. CONSULTANT may likewise cancel all or any part of this contract if CITY breaches any of the terms herein and be therefore entitled to equivalent damages as expressed above for CITY.

8. ACCESS TO RECORDS

CITY shall have access to such books, documents, papers and records of CONSULTANT as are directly pertinent to this contract for the purposes of making audit, examination, excerpts and transcripts.

9. FORCE MAJEURE

Neither CITY nor CONSULTANT shall be considered in default because of any delays in completion of responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the party so disabled provided the party so disabled shall within ten (10) days from the beginning such delay notify the other party in writing of the causes of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation.

10. NONWAIVER

The failure of the CITY to insist upon or enforce strict performance by CONSULTANT of any of the terms of this Contract or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such terms or rights on any future occasion.

11. ATTORNEY'S FEES

In the event suit or action is instituted to enforce any of the terms of this contract, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorney's fees at trial or on appeal of such suit or action, in addition to all other sums provided by law.

12. APPLICABLE LAW

The law of the State of Oregon shall govern the validity of this Agreement, its interpretation and performance,

and any other claims related to it.

13. CONFLICT BETWEEN TERMS

It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the proposal of the CONSULTANT, this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

14. INDEMNIFICATION

CONSULTANT agrees to indemnify and hold harmless the City of Warrenton, its Officers, and Employees against and from any and all loss, claims, actions, suits, reasonable defense costs, attorney fees and expenses for or on account of injury, bodily or otherwise to, or death of persons, damage to or destruction of property belonging to city, CONSULTANT, or others resulting from or arising out of CONSULTANT's negligent acts, errors or omissions in the supply of goods or performance of services pursuant to this Agreement. This agreement to indemnify applies whether such claims are meritorious or not; provided, however, that if any such liability, settlements, loss, defense costs or expenses result from the concurrent negligence of CONSULTANT and The City of Warrenton this indemnification and agreement to assume defense costs applies only to the extent of the negligence or alleged negligence of the CONSULTANT.

With regard to Professional Liability CONSULTANT agrees to indemnify and hold harmless CITY, its officers and employees from any and all liability, settlements, loss, reasonable defense costs, attorney's fees and expenses arising out of CONSULTANT's negligent acts, errors, or omissions in service provided pursuant to this Agreement; provided, however, that if any such liability, settlements, loss, defense costs or expenses result from the concurrent negligence of CONSULTANT and the City, this indemnification and agreement to assume defense costs applies only to the extent of negligence of CONSULTANT.

With respect to Professional Liability, CONSULTANT reserves the right to approve the choice of counsel.

15. INSURANCE

Prior to starting work hereunder, CONSULTANT, at CONSULTANT's cost, shall secure and continue to carry during the term of this contract, with an insurance company acceptable to CITY, the following insurance:

A. Commercial General Liability. CONSULTANT shall obtain, at CONSULTANT's expense and keep in effect during the term of this Contract, Commercial General Liability Insurance covering bodily injury and property damage with limits of not less than \$1,000,000 per occurrence and the annual aggregate of not less than \$2,000,000. Coverage shall include CONSULTANTS, sub consultants and anyone directly or indirectly employed by either. This insurance will include personal and advertising injury liability, products and completed operations. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Coverage will be written on an occurrence basis. If written in conjunction with Automobile Liability the combined single limit per occurrence will not be less than \$1,000,000 for each job site or location. Each annual aggregate limit will not be less than \$2,000,000.

B. Professional Liability Insurance. The CONSULTANT shall have in force a policy of Professional Liability Insurance in an amount not less than \$1,000,000 per claim and \$2,000,000 aggregate. The CONSULTANT shall keep such policy in force and current during the term of this Agreement.

C. Automobile Liability. CONSULTANT shall obtain, at CONSULTANT's expense and keep in effect during the term of the resulting Contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence will not be less than \$1,000,000, and annual aggregate not less than \$2,000,000.

D. Additional Insured. The liability insurance coverage shall include City and its officers and employees as Additional Insured but only with respect to CONSULTANT's activities to be performed under this Contract. Coverage will be primary and non-contributory with any other insurance and self-insurance. Prior to

starting work under this Contract, CONSULTANT shall furnish a certificate to City from each insurance company providing insurance showing that the City is an additional insured, the required coverage is in force, stating policy numbers, dates of expiration and limits of liability, and further stating that such coverage is primary and not contributory.

E. Notice of Cancellation or Change. There will be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice from CONSULTANT or its insurer(s) to City. Any failure to comply with the reporting provisions of this clause will constitute a material breach of this Contract and will be grounds for immediate termination of this Agreement.

16. LABORERS AND MATERIALMEN, CONTRIBUTIONS TO INDUSTRIAL ACCIDENT FUND, LIENS AND WITHHOLDING TAXES ORS 279B.220

CONSULTANT shall make payment promptly, as due, to all persons supplying CONSULTANT labor or material for the prosecution of the work provided for this contract.

CONSULTANT shall pay all contributions or amounts due the Industrial Accident Fund from CONSULTANT or any sub consultant incurred in the performance of the contract.

CONSULTANT shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

CONSULTANT shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

17. WORKERS COMPENSATION INSURANCE

CONSULTANT, its sub-CONSULTANTs, if any, and all employees working under this agreement are either subject to employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires them to provide workers compensation coverage for all their subject workers, or are employers that are exempt under ORS 656.126.

18. PAYMENT OF MEDICAL CARE ORS 279B.230

CONSULTANT shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury to the employees of such CONSULTANT, of all sums which the CONSULTANT agrees to pay for such services and all moneys and sums which the CONSULTANT collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

19. OVERTIME ORS 279B.235.

Employees shall be paid for overtime work performed under this contract in accordance with ORS 279B.235(3) unless excluded under ORS 653.010 to 653.261 (29 U.S.C. sections 201 to 209).

20. BUSINESS LICENSE

Prior to commencing work in the City of Warrenton, CONSULTANT shall obtain a city business license.

21. STANDARD OF CARE

The standard of care applicable to CONSULTANT's services will be the degree of skill and diligence normally employed by CONSULTANTs performing the same or similar services at the time CONSULTANT's services are performed. CONSULTANT will re-perform any services not meeting this standard without additional compensation.

22. NO THIRD PARTY BENEFICIARIES

This contract gives no rights or benefits to anyone other than the CITY and CONSULTANT and has no third party beneficiaries.

23. SEVERABILITY AND SURVIVAL

If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability shall survive termination of this Agreement for any cause.

24. COMPLETE CONTRACT

This Contract and its referenced attachments constitute the complete contract between CITY and CONSULTANT and supersedes all prior written or oral discussions or agreements. CONSULTANT services are defined solely by this Contract and its attachments and not by any other contract or agreement that may be associated with this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first written above.

City of Warrenton, a Municipal Corporation

CONSULTANT:

BY: \_\_\_\_\_  
Henry A. Balensifer III, Mayor

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_ Date \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

BY: \_\_\_\_\_  
Dawne Shaw, City Recorder



# Professional Services Agreement

Project Name:	SW 4 <sup>th</sup> Street Reconstruction
Otak Project No.:	68185.A00
Project Street Address or Description:	Warrenton, Oregon
Client Name:	City of Warrenton, Oregon
Client Mailing Address:	225 S Main Ave/PO Box 250 Warrenton, OR 97146
Date:	November 26, 2018 (Updated)

We appreciate the opportunity to submit this Professional Services Agreement for your Project. Below please find our proposed scope of work and fee, as well as our standard terms and conditions. If agreed, please sign at the end of this document, keep a copy for your records, and return a copy to us. This fully-signed document will be our entire "Agreement", subject to future amendment. Thank you for this opportunity. We look forward to working with you on this project.

## SCOPE of WORK

### **Task 1: Engineering Design, Plans & Specifications**

Otak previously conducted a topographic survey of the existing conditions located along SW 4<sup>th</sup> Street. Utilizing the existing survey base map, Otak will prepare engineering plans and specifications for the proposed street and utility improvements as per the Scope of Work and the previously submitted Schematic Design. In general, these documents will consist of the following information:

- Road Plan, Profile & Cross-Sections
- Storm Drainage Plan, Profile & Details
- Water System Plan, Profile & Details
- Quantities, Units and Cost Estimate
- Technical Specifications

The plans and specifications will be routed to the necessary agencies for review and approval. The City of Warrenton is responsible for all application and permit fees.

### **TASK 2: Construction Documents & Bidding**

Otak is prepared to accept and review bids on behalf of the City of Warrenton. This item of work includes preparation of a set of construction contract documents on the City's behalf and the preparation of the required notices to the selected contractor.

### **Deliverables**

- Topographic survey basemap (Previously Completed) – Paper copy & Electronic copy (PDF)
- Civil engineering plan set – Paper copy & Electronic copy (PDF & DWG)
- Contract Documents & Specifications – Paper copy & Electronic copy (PDF)

## SCHEDULE

We are prepared to begin the work immediately upon receiving signed approval. Following a written "Notice to Proceed" (email is acceptable), our office can provide firm time estimates. In order to meet the below schedule, we will need to receive the Notice to Proceed no later than December 7, 2018. In general, the project Tasks will take the approximate duration as shown below:

Task Description	Start Date	Completion Date
1. Engineering Design, Plans & Specifications	December 2018	February 2019
2. Construction Documents & Bidding	February 2019	March 2019
Construction (Approximated)	March 2019	June 2019

**FEES**

Otak will provide the above scope of services and deliverables for the amount of \$44,300 on a Time and Materials basis. A summary of the fees per task is provided below.

TASK	FEE
Task 1: Engineering Design, Plans & Specifications .....	\$35,500
Task 2: Construction Documents & Bidding .....	\$8,800
<b>Fee Total.....</b>	<b>\$44,300</b>

**CONDITIONS and ASSUMPTIONS**

Our scope of services and fees, as outlined herein, are based on the following assumptions and conditions:

1. Storm drainage system is to be designed as per City of Warrenton Storm Drainage Master Plan and does not include the design of any storm treatment system.
2. City Right-of-Way research will not include the submission of any Boundary or Record Survey. Any Right-of-Way survey requested beyond the City GIS tax lot data will be considered additional services.
3. Based upon the direction given for the project, the followings items are not required to complete the proposed project and have not been accounted for in the proposed fees. If any of these are required, they will be considered additional services:
  - a. Geotechnical engineering
  - b. Landscape planning
  - c. Traffic study
  - d. Structural/architectural design or demolition plan for private improvements
  - e. Structural retaining walls (over 4' in height)
5. Any work proposed by the City, or adjacent property owners that changes the scope of the project will be considered additional services.
6. Slope easements or construction easements along private property are not included in this proposal. Easements will be considered additional services.
7. Material testing will be provided and paid for by the City. Otak will assist in managing the selected testing agency.
8. Construction Administration, Construction Staking & Construction Observation are not included in this contract.

## **PROFESSIONS SERVICES AGREEMENT TERMS and CONDITIONS**

Project No. 68185.A00  
Date: November 14, 2018

Project Name: SW 4th Street Reconstruction Project  
Client: City of Warrenton, Oregon

### **Compensation**

1. Client agrees to compensate Otak for the Services as provided above. Hourly rates are subject to change.
2. Otak will not exceed the estimated fee without Client's prior written authorization.
3. On signing, Client shall pay Otak the following amount to be applied against the last invoice: \$0.
4. Outsourced expenses will be invoiced as provided above, and if silent above, at cost plus 10%.
5. Estimated fees are only for Services identified above. If Client changes the Project or changes the scope, manner, or timing of Otak's professional services, the parties shall negotiate an adjustment to the terms, compensation, and/or schedule. All unadjusted terms of this Agreement shall continue to apply.
6. Client shall pay each invoice within thirty (30) days of the date of the invoice. Failure to then pay shall constitute default, and interest at the higher of 18% per annum or the legal rate shall accrue. On default, Otak may suspend all Services until Client pays in full and may terminate this Agreement as of the 30<sup>th</sup> day of default. Otak shall not be liable for any damages or costs incurred by Client, its subcontractors, agents, employees, or assigns because of any suspension or termination, including but not limited to indirect, incidental, consequential, punitive or economic damages. On suspension or termination, Otak may require an additional deposit to resume performance, to be applied to the last invoice and any excess returned.
7. If the Project is idle more than sixty (60) cumulative days, Otak may re-estimate its fees and scope of work.
8. Client shall also pay Otak at its then-applicable hourly rates, and reimburse all actual costs, to comply with demands for documents or testimony involving the Project in any proceeding where Otak is not a party.
9. Disputes or questions regarding an invoice or portion thereof shall not be cause for Client to withhold payment for other portions due. No deductions, offsets, or withholdings shall be made for any reason unless Otak agrees in advance to such adjustments or has been found to be legally liable for such amounts, nor shall payment to Otak be withheld, postponed, or contingent upon receipt by the Client of offsetting reimbursement or credit from the contractor or other parties causing additional expenses.

### **Insurance**

10. Client understands and agrees that Otak's errors and omissions professional liability insurance is a policy under which the costs of defense, including attorneys' fees, are deducted from the policy principal.
11. If Client offers insurance specific to the Project, Client shall offer Otak the option to enroll if applicable.
12. The Client and Otak waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by any property or other insurance. The Client and Otak shall each require similar waivers from their contractors, consultants, and agents.
13. If the Client requires types and limits of insurance in addition to the types and limits Otak normally maintains, Client shall pay Otak for costs incurred for the additional coverages.

### **Standard of Care; Information; Safety; Schedule; Submitted Information; Confidentiality**

14. The standard of care for all professional services by Otak will be the skill and care used by members of the same profession performing similar services and practicing under similar circumstances at the same time and in the same locale. Otak makes no warranties, express or implied, as to Otak's services.
15. Otak may rely without liability on the accuracy and completeness of information provided by Client, its consultants and contractors, and information from public records, without independent verification.
16. Otak shall have no responsibility for, or control over, the construction means, manner, methods, techniques, or safety precautions employed by others in the development or construction of the Project.
17. If Otak's duties include Project site observation or visits, Otak shall visit the site as described above to become generally familiar with the quality and progress of the Project. Otak shall not be required to make continuous or exhaustive inspections to check the quality or quantity of the work being done on the Project.
18. Otak's review of a contractor's submittal, shop drawings, product data, or samples is only for general conformance with the information given in the contract documents. It is not conducted to determine the accuracy of details such as dimensions or quantities, or for substantiating instructions for installation or performance of equipment or systems. The contractor(s) remain responsible for accurate content in submitted documents, coordination of their work with other trades, and confirming and correlating dimensions. Review is not approval of safety precautions, construction means, methods, techniques, sequences, or procedures.
19. Client agrees that Otak does not have access to Client's customer or other partner information. Otak agrees to not disclose confidential or proprietary information received from Client if marked as "Confidential" or "Proprietary." Otak will not use such information for its own benefit, or disclose to any third party without Client's written consent. This shall not apply to any information (a) in the public domain at the time disclosed, (b) already known without restriction to the party receiving it at the time disclosed, (c) lawfully learned from a third party, or (d) required by law to be disclosed.

Project No. 68185.A00

Project Name: SW 4th Street Reconstruction Project



### **Limitations of Liability**

20. **No control over markets:** Otak does not have control over market conditions, or contractors' methods of pricing or performance, including the cost of labor, material, equipment, or services furnished by others, which may affect any opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs.
21. **Certification limitation:** Otak shall not certify or warrant conditions Otak cannot ascertain.
22. **Limitation of liability:** The total aggregate liability of Otak and its officers, directors, employees, agents, and consultants to Client and anyone claiming through Client for any and all injuries, claims, losses, expenses, or damages related to the Services, the Project, or this Agreement, from any cause or causes whatsoever arising in tort, statute, or contract, shall not exceed the lesser of Otak's total compensation for the Services or Otak's applicable insurance.
23. **Waiver of consequential damages:** Neither party shall be liable to the other for incidental, indirect, or consequential damages arising out of, or connected in any way to the Project or this Agreement. This includes, but is not limited to, loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action arising in tort, statute, or contract.
24. **No liability for Client actions:** Otak shall not be responsible for a Client's directive, substitution, or acceptance of non-conforming work made or given without Otak's written approval.
25. **No individual liability:** No shareholder, principal, member, officer, director, partner, employee, or other representative of Otak shall have personal liability to Client, or any other party, relating to this Agreement.
26. **Force majeure:** Otak shall not be liable for delay or failure outside of Otak's reasonable control, including without limitation inclement weather, strikes, lockouts, labor troubles, accidents, fire, earthquake, civil commotion, war or consequences of war, government acts, restrictions or requisitions, failure of manufacturers or suppliers, suspension of shipping facilities, or any act or default of a carrier. In such a situation, Client shall accept the Services and pay for the same when provided, so long as a mutually acceptable revision is made to the scope of services and compensation.
27. **Accrual of claims:** Any cause of action between the parties to this Agreement arising out of any damages caused by the performance of, or failure to perform under, this Agreement, shall be deemed to have accrued, and all statutes of limitations and repose shall commence to run by the earlier of the date of substantial completion of the Project or 30 days following the date of Otak's final invoice.

### **Dispute Resolution**

28. **Termination:** Either party may terminate this Agreement with ten (10) calendar days' written notice. If Client terminates, Client shall pay Otak for Services performed to the date of termination plus termination expenses, such as but not limited to reassignment of personnel, subcontract termination costs, and related closeout costs. If Otak terminates, Client shall pay Otak for Services performed to the date of termination when Otak delivers all Instruments of Service as defined below completed in whole or in part.
29. **Mediation:** Before initiating any legal proceeding, the parties agree to submit all claims or disputes to non-binding mediation with an agreed mediator by written request to the other party. This shall survive completion or termination of this Agreement, but neither party may call for mediation if time-barred under applicable law. Client agrees to provide for Otak's review a claim validation or other expert opinion satisfying any "certificate of merit" statutes under the law of the Project's location.
30. **Law and Venue:**
  - a. This Agreement shall be construed according to the state law of the Project's location.
  - b. Any litigation between Otak and Client related to this Agreement shall occur in Multnomah County, Oregon, or the Oregon federal district court in Portland, Oregon.
  - c. This paragraph shall not apply to lien foreclosure proceedings by Otak where the Project is located.
31. **Indemnification:**
  - a. Client shall indemnify Otak and its related companies, and their respective officers, directors, and employees, from and against all damages arising out of or relating to the following: (a) damages caused by the negligence or willful misconduct of Client and/or its principals, employees, or subcontractors; (b) Client's use of information prepared by Otak other than for the Project without Otak's written consent; (c) hazardous substances at or adjacent to the Project; (d) any certificate regarding the Project by Otak for a government entity, lender, or other third party, except as to Otak's negligence; (e) Otak's use of intellectual property provided by Client.
  - b. Otak shall indemnify Client and its officers, directors, and employees from and against damages arising out of or relating to Otak's work on the Project to the extent such damages are caused by the negligence of Otak, and/or its officers, directors, or employees in performing the Services.
  - c. Neither indemnification obligation shall extend beyond the date when legal or equitable proceedings would be time-barred.

**Intellectual property**

- 32. Otak and its consultants shall be deemed the authors and owners of their respective reports, notes, drawings, specifications, data, calculations, and other documents, including those in electronic form ("Instruments of Service") and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet regulatory requirements is not publication in derogation of the reserved rights.
- 33. Otak grants to Client a nonexclusive license to use Otak's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering, and adding to the Project, provided Client has performed under this Agreement. Otak shall obtain similar nonexclusive licenses from its consultants. If Otak suspends or terminates this Agreement, this license shall terminate. Otak shall not assign, delegate, sublicense, pledge, or transfer such license to another party without Client's prior written agreement. Unauthorized use of the Instruments of Service is at the Client's risk without liability to Otak.
- 34. If Client uses Instruments of Service without retaining their author(s) or beyond the scope of Client's license, Client releases Otak and its consultant(s) and shall defend, indemnify, and hold harmless Otak and its consultants from all costs and expenses of claims asserted by any third party from such use.

**Electronic Media Release**

- 35. Client may request Otak to provide it plans, specifications, Building Information Model files, or other electronic files in electronic form (collectively "electronic media" or "EM").
- 36. Client acknowledges that the EM are supplemental information provided only for convenience. The EM are not legally binding contract documents; may not be reliable; are not for fabrication or construction; may not include all revisions; may be inaccurate from electronic storage, transmission, or technology incompatibility; may be revised by others without Otak's consent; may vary when plotted; or may corrupt the Client's data.
- 37. Any use and/or change to the EM including by Client, its subcontractors, and consultants will be at Client's sole risk, and without liability, risk, or expense to Otak. Any altered EM shall have all indices of Otak's ownership, professional name, and/or involvement in the Project removed.
- 38. Client agrees to release, defend, indemnify, and hold harmless Otak, its consultants, and their respective officers and employees from and against any and all claims, demands, losses, expenses, damages, penalties, and liabilities including, without limitation, attorneys' fees including pre-claim and on appeal, arising from reliance on, use of, or change to the EM, and to require this of any agent to which Client provides EM.
- 39. Otak makes no warranties, either expressed or implied, as to the EM, including but not limited to warranties of merchantability or of fitness for any particular purpose.

**Hazardous materials**

- 40. Except to the extent of its gross negligence or willful misconduct, Otak has no liability or responsibility for any hazardous materials including but not limited to identification, handling, mitigation, and/or disposal.

**The contract documents**

- 41. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written and oral, courses of dealing, or other understandings between the parties. No modification of this Agreement shall be binding unless acknowledged by both parties.
- 42. There are no third-party beneficiaries to this Agreement.
- 43. Neither party shall assign the entire Agreement without the other's written consent.
- 44. Any term or provision of this Agreement held unenforceable shall be stricken with no effect on the remainder.

Signed:	Signed:
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Printed: Mike A. Peebles, PE	Printed:
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Title: Principal	Title:
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Company: Otak, Inc.	Company:
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Date: November 14, 2018	Date:
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