



AGENDA

ASTORIA CITY COUNCIL

Monday, August 20, 2018
7:00 PM
2nd Floor Council Chambers
1095 Duane Street · Astoria OR 97103

- 1) CALL TO ORDER
- 2) ROLL CALL
- 3) REPORTS OF COUNCILORS
- 4) CHANGES TO AGENDA
- 5) CONSENT

The items on the Consent Calendar are considered routine and will be adopted by one motion unless a member of the City Council requests to have any item considered separately. Members of the community may have an item removed if they contact the City Manager by 5:00 p.m. the day of the meeting.

- a) City Council Minutes for July 16, 2018
- b) Board and Commission Meeting Minutes
 - a. Library Board Minutes for July 24, 2018
 - b. Park Board Minutes for July 25, 2018
- c) State Hazmat Contract
- d) Memorandum of Understanding – Sunset Empire Amateur Radio Club
- e) FY 2018-2019 Dispatch Service Agreements
- f) Addendum to Uniontown Transportation Growth Management IGA

6) REGULAR AGENDA ITEMS

All agenda items are open for public comment following deliberation by the City Council. Rather than asking for public comment after each agenda item, the Mayor asks that audience members raise their hands if they want to speak to the item and they will be recognized. In order to respect everyone's time, comments will be limited to 3 minutes.

- a) Public Hearing Supplemental Budget For Waterfront Bridges Project Fund #170 and Fund #410
- b) Appeal 18-02 Consideration of Findings
- c) MOA with the Lower Columbia Preservation Society for the Care and Maintenance of Customs House Park
- d) Authorization to Award Design Contract – 2018 Trolley Trestle Repair Project

7) NEW BUSINESS & MISCELLANEOUS, PUBLIC COMMENTS (NON-AGENDA)



AGENDA

ASTORIA DEVELOPMENT COMMISSION

August 20, 2018
Immediately Follows Council Meeting

- 1) CALL TO ORDER
- 2) ROLL CALL
- 3) REPORTS OF COMMISSIONERS
- 4) CHANGES TO AGENDA
- 5) REGULAR AGENDA ITEMS

All agenda items are open for public comment following deliberation by the Commission. Rather than asking for public comment after each agenda item, the Mayor asks that audience members raise their hands if they want to speak to the item and they will be recognized. In order to respect everyone's time, comments will be limited to 3 minutes.

- a) Diana Kirk/Workers Tavern Application for Storefront Improvement Grant – 151 W. Marine Dr.
- b) Astor East Urban Renewal Project – Funding Status

6) NEW BUSINESS & MISCELLANEOUS, PUBLIC COMMENTS (NON-AGENDA)

THE MEETINGS ARE ACCESSIBLE TO THE DISABLED. AN INTERPRETER FOR THE HEARING IMPAIRED MAY BE REQUESTED UNDER THE TERMS OF ORS 192.630 BY CONTACTING THE CITY MANAGER'S OFFICE AT 503-325-5824.



CITY OF ASTORIA

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MEMORANDUM • CITY MANAGER

DATE: AUGUST 16, 2018
TO: MAYOR AND CITY COUNCIL
FROM: BRETT ESTES, CITY MANAGER
SUBJECT: ASTORIA CITY COUNCIL MEETING OF AUGUST 20, 2018

CONSENT CALENDAR

Item 5(a): City Council Minutes for July 16, 2018

The minutes of the City Council meeting are enclosed for review. Unless there are any corrections, it is recommended that Council approve these minutes.

Item 5(b): Board and Commission Meeting Minutes

- a. Library Board Minutes for July 24, 2018
- b. Park Board Minutes for July 25, 2018

The minutes of the above Boards and Commissions are included. Unless there are any questions or comments regarding the contents of these minutes, they are presented for information only.

Item 5(c): State Hazmat Contract

The City of Astoria Fire Department has provided Regional Hazardous Materials Emergency Response Team (RHMERT) services through an inter-governmental agreement (IGA) with the State of Oregon Office of State Fire Marshal (OSFM) since 1991. This agreement has been renewed every other year, or biennium since then. The attached IGA clearly spells out the responsibilities of the City of Astoria Fire Department and those of the OSFM including cost recovery procedures incurred by the Astoria Fire Department for the 2017-2019 Biennium. Termination of the IGA between the City of Astoria and the Office of State Fire Marshal may be facilitated by mutual consent upon 180 days' notice in writing.

There are 13 Regional Hazardous Materials Response Teams located throughout the State of Oregon. The Astoria Fire Department hosts RHMERT-11. Haz-Mat Team 11 is currently composed of ten current members including six from the Astoria Fire Department; Eric Halverson, Astoria Police Department; Jim Hatcher, Astoria Public Works; Chief Joey Daniels, Seaside Fire & Rescue; and Kurt Donaldson, Knappa Fire District and Clatsop Community College's MERTS Center. Team members meet on a monthly basis at the Astoria Fire Department for training on various topics and procedures associated with response to hazardous materials incidents.

This contract was delayed due to the Department of Justice concerns that were addressed by an associated Council at the June 18, 2018 meeting.

Staff recommends that Council approve the Inter-Governmental Agreement with the State of Oregon Office of State Fire Marshal for Regional Hazardous Materials Emergency Response Team services for the 2017/2019 Biennium.

Item 5(d): Memorandum of Understanding – Sunset Empire Amateur Radio Club

The Public Works Department manages a water treatment facility and a 3700 acre watershed near Svensen Oregon, approximately 10 miles southeast of Astoria. Due to the location of this facility, City computer network connectivity (which is vital to efficient operations) is slow and unreliable. With assistance from iFocus (City Information Technology (IT) Consultants) and the Sunset Empire Amateur Radio Club (SEARC), we developed a secure, cost effective solution that utilizes a wireless point-to-point system that can be installed on existing infrastructure. This will allow better utilization of our existing telemetry and supervisory control and data acquisition (SCADA) system. We will also be able to add additional monitoring and controls to the system in the future. Additionally, the enhanced network connection will allow for more robust security in the watershed.

The cost to complete this project is estimated at \$9,500 and budget is available in the Public Works Improvement Fund.

SEARC has offered to partner with the City for use of radio towers they own and/or manage on Wickiup and Megler Mountains. This partnership is critical to maintaining a cost effective solution to improving the network connectivity.

It is recommended that City Council execute the Memorandum of Understanding with the Sunset Empire Amateur Radio Club to facilitate better network connectivity to the water headworks facility and Astoria Watershed.

Item 5(e): FY 2018-2019 Dispatch Service Agreements

The memo includes the signed subscriber agreements for FY 2018-2019 for submission to Council for approval and signature.

The passage of Senate Bill 1559 has allowed us to simplify our formula for allocating costs. In past years the formula for allocating costs of the Astoria Regional 9-1-1 center was based on population, assessed value, and calls for service. SB 1559 now directs the associated 9-1-1 tax monies collected directly to the PSAP instead of the County. The Astoria Subscriber's reached consensus that the annual tax collected will be deducted from the total amount the Center needs to collect for the fiscal year. The balance will then be divided by the total number of calls for service. Once the cost of a call for service is determined this figure will be multiplied by the number of calls for each Subscriber. All Agencies with the exception of the Clatsop County Sheriff's Office, The Port of Astoria, and the Oregon Department of Forestry also pay an annual Communications Equipment Infrastructure Maintenance fee of \$500. The total amount to be

collected from all subscribers is the total Emergency Communications Fund budget minus the ending fund balance and any capital carry-over items. The Subscribers have also agreed to a minimum fee of \$1,500.

The City of Astoria will provide each agency with a copy of the proposed Emergency Communications Budget and the estimated breakdown of Subscriber Costs at the first regular meeting of the Subscriber's Board for the calendar year. Any affected agency will be advised of any changes to those estimates during the course of the budget process. Billings will be mailed to each agency at the beginning of the fiscal year.

It is recommend the City Council approve the Dispatch Service Agreements for FY 2018-2019.

Item 5(f): Addendum to Uniontown Transportation Growth Management IGA

As described in detail in the attached memo from Michael Duncan, local ODOT representative, ODOT is requesting an amendment of the Uniontown Transportation Growth Management Project Intergovernmental Agreement (IGA) in order to do an analysis of the road diet under the All Roads Transportation Safety (ARTS) program. This is an engineering analysis from Columbia Boulevard to Basin Street as a continuation of possible traffic lane reconfigurations from 8th Street to Columbia Boulevard, as was discussed at the May 2, 2018 City Council Work Session meeting after a presentation by ODOT staff. The additional analysis will cost \$33,490, which means the City's (in-kind) match will increase from \$27,723 to \$32,289. It is probable that the staff time of the Community Development Department and City Manager, plus citizen involvement, will easily exceed this increased amount.

It is recommended that City Council approve the amended IGA and authorize the Mayor to sign it.

REGULAR AGENDA ITEMS

Item 6(a): Public Hearing Supplemental Budget For Waterfront Bridges Project Fund #170 and Fund #410

ORS 294.473 provides guidance for a municipality to hold a public hearing on a supplemental budget to adjust for changes which could not reasonably be foreseen when preparing the original budget. The process requires advertisement of a supplemental budget not less than 5 days before a Council meeting. There will be a public hearing for consideration of the supplemental budgets being presented. Council may consider a resolution to adopt the supplemental budgets as advertised.

Council adopted Astoria Road District Fund # 170 and Promote Astoria Fund # 410 budgets at the June 6, 2018 meeting. The bids for the Waterfront Bridges Project came in higher than anticipated and the City will need to contribute additional amounts for the project to continue. Public Works engineering has separately provided updates regarding the project and continuing discussion with

Oregon Department of Transportation and will provide further updates at the Council meeting.

Staff is presenting a resolution for supplemental budgets to transfer \$ 100,000 from contingency to Capital Outlay in Astoria Road District Fund # 170 and to transfer \$ 120,000 from contingency to Capital Outlay in Promote Astoria Fund # 410 in order to have funds available for the unanticipated expenses.

Item 6(b): Appeal 18-02 Consideration of Findings

More time is required to compile the findings for consideration of Appeal 18-02. It is anticipated they will be included in the September 4th Council packet.

Item 6(c): MOA with the Lower Columbia Preservation Society for the Care and Maintenance of Customs House Park

The Lower Columbia Preservation Society (LCPS) approached the City to inquire about the possibility of adopting the Customs House Park after it appeared on the list of properties Council was considering to divest of due to low use or low-perceived value, per the 2016 Parks Master Plan. LCPS was interested in helping to preserve the history of the site and provide assistance maintaining and improving the replica structure there.

LCPS will be responsible for all maintenance activities at the park, including mowing, trimming, edging, and removal of litter and noxious weeds. LCPS will work with the Parks Department and Clatsop Community College's Historic Preservation Program to apply appropriate maintenance and restoration techniques to ensure the site and replica retain their historic integrity and value.

The Memorandum of Agreement will last for five years and has been reviewed and approved as to form by the City Attorney.

It is recommended that City Council approve the maintenance and care proposal by the Lower Columbia Preservation Society and authorize the Mayor to sign the attached Memorandum of Agreement.

Item 6(d): Authorization to Award Design Contract – 2018 Trolley Trestle Repair Project

The City of Astoria has approximately 4.7 miles of railroad track and 8 timber trestles formerly owned and operated by Burlington Northern Railroad from the Port of Astoria to Tongue Point. The Astoria Riverfront Trolley currently operates on approximately three miles of this track, and over four of the trestles. The Trolley provides passenger service from Portway Street to 39th Street.

Due to age efforts required to maintain the track and structures has been increasing rapidly. OBEC Consulting Engineers have been assisting the City with inspection, design and coordination for maintenance of the trestles and trolley infrastructure. This year, the scope of their services includes inspection and design for necessary maintenance work from 6th Street to the Mill Pond Trestle. OBEC will also provide design services for needed maintenance at the

6th Street and 14th Street Park Piers. This scope is consistent with the approach approved by City Council in 2016.

There is currently \$350,000 budgeted in the Promote Astoria Fund for inspection, design and maintenance for the track and trestles for FY18/19. Approximately \$250,000 is estimated for structure maintenance work.

Staff recommends executing a personal services contract for the 2018 Trolley Trestle Repair Project per Astoria Code Section 1.967C(3), Award from a Qualified Pool. The City Attorney has reviewed the contract and approved it as to form.

It is recommended that City Council authorize award of a personal services contract to OBEC Consulting Engineers in the amount of \$66,632.80 for inspection and design services for the 2018 Trolley Trestle Repair Project.

A regular meeting of the Astoria Common Council was held at the above place at the hour of 7:00 pm.

Councilors Present: Nemlowill, Jones, Price, Brownson, and Mayor LaMear.

Councilors Excused: None

Staff Present: City Manager Estes, Parks and Recreation Director Cosby, Finance Director Brooks, Fire Chief Gascoigne, Police Chief Spalding, Public Works Director Harrington, Library Director Pearson, and City Attorney Henningsgaard. The meeting is recorded and will be transcribed by ABC Transcription Services, Inc.

REPORTS OF COUNCILORS

Item 3(a): **Councilor Jones** reported that Mayor LaMear did an excellent job of representing the City, along with Chief Spalding who made a wonderful impromptu speech. Director Pearson and the Library Foundation did a great job on the concert. He hoped word would get out about the concert series on Wednesdays.

Item 3(b): **Councilor Price** had no reports.

Item 3(c): **Councilor Brownson** reported he really liked the library concert and it was the perfect time of year to have that kind of event. The ceremony for the Ghadar Party was fabulous and it showed how important multicultural events were.

Item 3(d): **Councilor Nemlowill** had no reports.

Item 3(e): **Mayor LaMear** reported that City Council had a great work session on the library. The renovation plans were unveiled and the concert was terrific. She loved seeing the kids dancing in the street. There would be three concerts in a row and then a break until August 22nd, when the Brownsmead Flats would perform. The Ghadar Party celebration was fun. The Ghadar Party was founded in Astoria when a group of Sikhs in Astoria formed a political to break away from Great Britain. The party gave Astoria a nice framed certificate and it was a joy to participate in the celebration.

CHANGES TO AGENDA

Mayor LaMear requested the addition of a presentation by the Astoria Scandinavian Heritage Association. The agenda was approved with changes.

PRESENTATION BY ASTORIA SCANDINAVIAN HERITAGE ASSOCIATION

This item was added to the agenda during Item 4: Changes to the Agenda.

Judy Lampi, 605 Alt. Hwy. 101, Warrenton, said the Astoria Scandinavian Heritage Association and the 51st Annual Scandinavian Midsummer Festival thanked the City of Astoria for the tourism grant. The festival was a success and preliminary reports indicated they surpassed the attendance of the 50th annual festival. She presented the results of the 400 surveys handed out during the event, noting the number of visitors and hotel stays generated by the festival. The grant provided for the purchase and installation of billboard and road signs. She also provided an update on the development of the Astoria Scandinavian Heritage Park, which was progressing within the project timeline. Rosemary Johnson is the project manager and West Studio is the architecture firm on the project.

CONSENT CALENDAR

The following items were presented on the Consent Calendar:

- 5(a) City Council Work Session Minutes of 6/13/18
- 5(b) City Council Minutes of 6/16/18

- 5(c) Boards and Commission Minutes
 - (1) Design Review Committee Meeting of 6/7/18
 - (2) Library Board Meeting of 6/26/18
- 5(d) Renewal of Intergovernmental Agreement with Clatsop County for Building Inspection Services
- 5(e) Acceptance of Veterans' and War Memorial Grant for Doughboy Restoration
- 5(f) Subgrantee Agreement with Community Action Team to Administer the Housing Rehabilitation Program

City Council Action: Motion made by Councilor Nemlowill, seconded by Councilor Brownson, to approve the Consent Calendar. Motion carried unanimously. Ayes: Councilors Price, Jones, Nemlowill, Brownson, and Mayor LaMear; Nays: None.

REGULAR AGENDA ITEMS

Item 6(a): Agreement for Professional Services with Astoria-Warrenton Chamber of Commerce – Promote Astoria Funds

City Code Section 8.045.18 states "Organizations receiving funds from the Promote Astoria Fund shall enter into a contract with the City that will include a scope of work and budget to be approved annually by the Astoria City Council. The contract will designate how the funds will be expended by contracting organizations."

An agreement for Astoria-Warrenton Chamber of Commerce for Visitor Center Services in the budgeted amount of \$ 137,370 and Lower Columbia Tourism Committee professional services in the budgeted amount of \$ 198,640 has been reviewed by the City Attorney and is attached for Council consideration. The amounts for this agreement are in the Fiscal Year 2018-19 budget, adopted by Council at their June 4, 2018 meeting.

It is recommended that City Council approve execution of the Agreement for Professional Service with Astoria-Warrenton Area Chamber of Commerce.

Councilor Brownson asked if the Chamber received funds from Warrenton.

David Reid, 4924 Cedar, Astoria, Executive Director, Astoria Chamber of Commerce, confirmed that the Lower Columbia Tourism Commission and the Chamber of Commerce receive funds from the City of Warrenton. The funding is proportionate to their lodging, which is less than Astoria's.

Councilor Price said the \$30,000 increase the Chamber received could have been spent on what she believed were higher priorities like restarting the Chip-In Program, enhancing maintenance along the Riverwalk, a code enforcement officer directed at short-term rentals, set asides for trolley trestle repairs, the library renovation, and Heritage Square. Therefore, she planned to vote against the agreement.

City Council Action: Motion made by Councilor Jones, seconded by Councilor Nemlowill, to approve execution of the Agreement for Professional Service with Astoria-Warrenton Area Chamber of Commerce. Motion carried 4 to 1. Ayes: Councilors Jones, Nemlowill, Brownson, and Mayor LaMear; Nays: Councilor Price.

Item 6(b): Agreement for Professional Services with Astoria Downtown Historic District Association (ADHDA) – Promote Astoria Funds

City Code Section 8.045.18 states "Organizations receiving funds from the Promote Astoria Fund shall enter into a contract with the City that will include a scope of work and budget to be approved annually by the Astoria City Council. The contract will designate how the funds will be expended by contracting organizations."

An agreement in the budgeted amount of \$ 40,000 for Astoria Downtown Historic District Association (ADHDA) has been reviewed by the City Attorney and is attached for Council consideration. The amount for this agreement is contained in the Fiscal Year 2018-19 budget, adopted by Council at their June 4, 2018 meeting. It should be noted funds were budgeted for ADHDA to manage parking control in the downtown area and this agreement will be brought to Council as a separate item.

It is recommended that City Council approve execution of the Agreement for Professional Service with Astoria Downtown Historic District Association (ADHDA).

City Council Action: Motion made by Councilor Brownson, seconded by Councilor Price, to approve execution of the Agreement for Professional Service with Astoria Downtown Historic District Association. Motion carried unanimously. Ayes: Councilors Price, Jones, Nemlowill, Brownson, and Mayor LaMear; Nays: None.

Item 6(c): Downtown Parking and Visitor Information Agreement with the Astoria Downtown Historic District Association (ADHDA)

ADHDA provides downtown parking enforcement and visitor information services to the City of Astoria. Administration of the program is left to the ADHDA. Parking violations written by the ADHDA, Community Outreach Officer (COO) are filed in Astoria Municipal Court with fine proceeds retained by the City. The City provides citation books and uniforms to the COO. Per city Code 8.045.18, ADHDA is required to submit semi-annual reports to the City along with a listing of financial expenditures.

The funding for this agreement is included in the adopted Fiscal Year 18-19 budget in the Promote Astoria Fund. Attached is the annual Parking Enforcement and Visitor Information Service agreement for FY 18-19.

City Attorney Henningsgaard has approved the agreement to form.

It is recommended that City Council approve the agreement with ADHDA for Visitor Information and Parking Control.

City Council Action: Motion made by Councilor Price, seconded by Councilor Nemlowill to approve the agreement with ADHDA for Visitor Information and Parking Control. Motion carried unanimously. Ayes: Councilors Price, Jones, Nemlowill, Brownson, and Mayor LaMear; Nays: None.

Item 6(d): Agreement for Professional Services with Clatsop Economic Development Resources (CEDR)

City Code Section 8.045.18 states "Organizations receiving funds from the Promote Astoria Fund shall enter into a contract with the City that will include a scope of work and budget to be approved annually by the Astoria City Council. The contract will designate how the funds will be expended by contracting organizations." Funding sources for the Clatsop Economic Development Resources (CEDR) agreement are included in the budget and will be paid out accordingly from the following funds:

General Fund (Non-Interdepartmental)	\$ 3,320
Astoria East Urban Renewal District Fund	\$ 3,340
Astoria West Urban Renewal District Fund	<u>\$ 3,340</u>
Total	\$10,000

It is recommended the City Council approve execution of the Agreement for Professional Service with Clatsop Economic Development Resources (CEDR) for Fiscal Year 2018-2019.

City Council Action: Motion made by Councilor Brownson, seconded by Councilor Nemlowill to approve execution of the Agreement for Professional Service with Clatsop Economic Development Resources (CEDR) for Fiscal Year 2018-2019. Motion carried unanimously. Ayes: Councilors Price, Jones, Nemlowill, Brownson, and Mayor LaMear; Nays: None.

Item 6(e): Continuity of Operations COOP/COG Plan Adoption

In March 2017, the City Council approved submitting a project application for a full-time Resource Assistance for Rural Environments (RARE) AmeriCorps participant to facilitate internal emergency management planning and support internal objectives.

The Continuity of Operations (COOP) plan provides resources for City departments to respond to, recover from, and train for hazards or emergencies that could interrupt essential functions critical to City operations.

Ultimately, the information gathered and presented in the Continuity of Operations / Continuity of Government (COOP/COG) plan will allow for a rapid, well-coordinated response to potential interruptions of City operations across facilities and for varying scenarios. Continuity planning strengthens employee resiliency during unforeseen interruptions or hazards. Due to the type of information gathered in a COOP/COG, regular updates are important to ensure continued resiliency across city departments. While the COOP/COG is a dynamic document with certain information requiring changes and updates, the framework and design of the plan will remain the same. The framework provides the foundation to simplify use of the plan during training or an actual event.

While the COOP/COG plan helped outline internal requirements and structure, there was an identified need to support public education and awareness of emergency preparedness. During the initial phases of the public education component, research was undertaken to understand the types of resources readily available to the public. A component of the City web page will allow for the most information to be presented in a clear and concise manner for quick public access, across several preparation topics. A new web page location titled "Be Prepared" (http://www.astoria.or.us/Be_Prepared.aspx) has been created to present some of the best information to assist the public with preparing for a variety of events in the future. Due to the large amount of documents and literature available, sources were reviewed and chosen based on the clarity of content, creation by a trusted source (for example Oregon Office of Emergency Management) and ease in future maintenance of the web resources on the City website.

A short presentation will be made regarding the Continuity Planning process at the City Council Meeting on July 16, 2018. Staff will be on hand for questions after the presentation.

It is recommended that City Council adopt the Continuity of Operations / Continuity of Government (COOP/COG) plan and sign the promulgation statement for implementation of the information outlined by the COOP/COG plan.

Jason Pollock, AmeriCorps RARE Representative, and City Manager Estes gave a PowerPoint presentation on continuity planning process and the COOP and COG plans he developed for Astoria. Staff noted the plans would have a positive impact on the City's insurance. They presented the details of each plan, explaining how the City would use them, how the public could use the website, and next steps. During the presentation, Staff responded to questions from the Council as follows:

- CIS, the City's insurance company, has contracted with Agility Recovery to provide any resources to Astoria that the City did not already have. The plans included an inventory so that the City would know what resources would be needed in an emergency. The City has a direct contact at Agility and their mobile application provided the City with more contacts. Response times by Agility would depend on the type of event and the accessibility in the area. So, regional emergencies might have longer response times. However, Astoria's representative is in Portland and the company has resources all over the United States that can be deployed pretty quickly.
[34:15]
- If the City's public safety building remained operational in a disaster, the City would need to notify the Oregon Emergency Center (OEC). If the building could not be used, the City would use the plans to decide how to proceed. In Clatsop County, the official emergency operations center would be Camp Rilea, which Astorians would not be able to access if the bridge went out.
- The SCADA building at 6th and Lexington houses the Public Works' computer system for the water. Generators keep the system running during power outages. During the 2007 storm, Public Works staffed the building full time to keep the generators filled with fuel.
- The City's agreement with the school district would allow the City to keep equipment on school property.

Councilor Jones looked forward to the table top exercise. Based on his experience leading disaster recovery, it would be ineffective for all five elected officials to show up at the OEC. He recommended that one elected official be designated to go.

City Manager Estes explained how Staff was able to continue working from the Public Works building during the 2007 storm, when Astoria did not have electricity for about five days. City Council was updated daily so they could process emergency expenditures.

Councilor Price said Mr. Pollock had done great work on the systems list. The plans are an essential part of the City's work. She recommended paper copies be made available throughout the city. She asked if the City would have the option to use local contractors instead of Agility's contractors, even if Agility had already been called. Staff explained that would be outlined in next steps as each department assessed their individual needs. However, Agility and CIS would be the City's first contacts to make sure they were aware of the situation, but Staff would not necessarily request resources at that point. The City pays for Agility's services through its insurance with CIS. Agility would only provide supplemental resources until the City could get back to regular business.

Councilor Price asked who would guide the City through next steps. City Manager Estes said implementation of the plans would be managed internally by himself, Director Brooks, and Director Harrington. They would work with department heads to continue the individual department component of the plans.

Councilor Price said the plans merit a lot of attention and the City needed to figure out how to bring it to the public. Director Brooks said requests for hard copies could be emailed to her.

City Council Action: Motion made by Councilor Nemlowill, seconded by Councilor Jones, to adopt the Continuity of Operations / Continuity of Government (COOP/COG) plan and sign the promulgation statement for implementation of the information outlined by the COOP/COG plan. Motion carried unanimously. Ayes: Councilors Price, Jones, Nemlowill, Brownson, and Mayor LaMear; Nays: None.

Item 6(f): League of Oregon Cities Legislative Priority Ballot Discussion

League of Oregon Cities policy committees have been working to identify and propose specific actions as part of the League's effort to develop a pro-active legislative agenda for the 2019 session. They have identified legislative objectives to be considered by local jurisdictions. These objectives span a variety of issues and differ in the potential resources required to seek their achievement.

Each city is being asked to review the recommendations of the policy committees and provide input to the LOC Board of Directors as it prepares to adopt the League's 2019 legislative agenda.

The Mayor has gathered the top items from each Councilor to discuss. The top three items identified for discussion are:

L. Lodging Tax Definition Broadening

R. Property Tax Reform

I. Infrastructure Financing and Resilience

The Mayor will facilitate further discussion on determining the additional priorities to be recommended by the City of Astoria.

Councilor Brownson explained that the definition of lodging tax left quite a bit of room for interpretation and the League would like input so they can recommend a clearer definition that more specifically identifies what cities can use the funds for.

Mayor LaMear proposed that PERS Reform be discussed in addition to the three items listed in the memorandum. PERS reform will never happen unless cities start pushing for it. Councilors Brownson, Jones, and Nemlowill agreed.

Councilor Price recused herself from the PERS discussion because she would directly benefit from it. She did not agree that the State's tax problem should be balanced on the backs of workers.

City Manager Estes confirmed that PERS Reform would be added to the list of items given to the League.

Item 6(g): Enterprise Zone Boundary Update

At the March 2018 City Council work session, Melanie Olson from Business Oregon, Kevin Leahy from Clatsop Economic Development Resources (CEDR), and Bob Dorn of Hyak Maritime met with Council to discuss a possible extension of the Clatsop County Enterprise Zone to include portions of Astoria. Information about Enterprise Zones was presented at the meeting and is further attached to this memorandum. Enterprise Zones are an economic development tool which provide incentives primarily for manufacturing businesses. An Enterprise Zone does not supersede a municipality's zoning codes.

At the end of the work session there was Council consensus that they wished to see North Tongue Point as well as other portions of the City included in an Enterprise Zone. While Enterprise Zones primarily provide an economic development incentives for manufacturing uses; hotels are also eligible. The Council stated they did not want hotels to be an eligible for incentives.

Business Oregon, CEDR, Clatsop County and City staff subsequently conducted the required analysis to determine Enterprise Zone eligibility in the Astoria city limits and have conducted analysis as to where Enterprise Zone boundaries should be recommended. The various zoning districts were reviewed to determine where manufacturing (including cottage manufacturing) was permitted. A draft map for Council review is attached to the memorandum.

The map is being presented to Council to determine if this is the boundary which they wish staff to bring forward in an implementing resolution. If there is concurrence, then it will be scheduled at a future meeting for consideration. Should City Council approve an implementing resolution, the expansion of the Clatsop County Enterprise Zone would also need to be approved by the Warrenton City Council, Port of Astoria Commission, and Clatsop County Commission. This is required as the three other entities were involved in creation of the existing Zone and any modifications must also approved by them. Melanie Olson from Business Oregon will be phoning in to the meeting should there be any technical questions on the matter.

It is recommended that Council review the proposed expansion to the Clatsop County Enterprise Zone and provide direction if there is concurrence with the proposed boundary.

City Manager Estes displayed the map of proposed boundaries on the screen and noted paper copies were available. He described each of the boundary lines on the map, explaining where each jurisdiction's portion of the zone would be located.

Councilor Nemlowill stated she spoke with the City Attorney and he did not believe she had a direct conflict of interest. She declared a potential conflict, as her husband owned a property within the proposed boundaries.

City Manager Estes said he had spoken with Mr. Leahy, who believed it was important to include the downtown area in the zone so that the downtown retailers could remain viable as trends in brick and mortar retail evolved. He confirmed all of Astoria's industrial lands would be within the zone, but some of the commercial zones would not be. The commercial zones included were those that would accommodate cottage industries or manufacturing.

Councilor Nemlowill stated she liked the idea of offering incentives to small businesses and manufacturing was great because it provided seasonal resiliency. She wanted to know how likely small businesses were to take advantage of an enterprise zone.

Melanie Olson, Business Oregon, via telephone, explained that the eligibility criteria require businesses to create at least one job and invest at least \$50,000 into the expansion. A couple of businesses in the downtown core could meet the criteria over the next couple of years.

Councilor Nemlowill asked if it was common for cities to have enterprise zones in their downtown.

Ms. Olson confirmed there were a number of enterprise zones in small cities all across Oregon, but she could not speak to the downtown areas. Retail is exempt because it would not meet the intention of the program, but downtowns that allow industrial uses in those zones could participate.

City Manager Estes added that Astoria's zoning in downtown allows light manufacturing uses.

Councilor Price asked Ms. Olson to name the businesses in downtown Astoria that she believed could benefit from the zone.

Ms. Olson said there was a cluster of businesses by City Hall, a distillery, a brewery, and possibly Buoy Beer and Fort George.

Mayor LaMear confirmed the benefits could be used for expansion and new businesses.

Councilor Brownson asked how long the program would last.

Ms. Olson explained the program would end in 2025 unless the legislature approved an extension, but the Enterprise Zone designation would last 10 to 11 years. The tax exemptions are good for three to five years.

Councilor Brownson confirmed the zone sponsors would be Clatsop County, the City of Warrenton, and the Port of Astoria. If Astoria annexed in to the zone, the City would be added as a fourth sponsor. In order to take action, all four parties would have to be in agreement.

Councilor Jones said he liked sending a message that Astoria is friendly to new business and expanding existing businesses.

Councilor Price asked if the boundary expansion would include hotels and motels. City Manager Estes explained that this was not an implementing resolution. City Council is simply indicating whether the proposed boundary looked good. Staff would come back to Council with a resolution that specified hotels and motels would be exempt.

City Council Action: Motion made by Councilor Brownson, seconded by Councilor Jones, to approve the proposed boundaries and map of the enterprise zone, and direct Staff to present a resolution to City Council at a future meeting. Motion carried unanimously. Ayes: Councilors Price, Jones, Nemlowill, Brownson, and Mayor LaMear; Nays: None.

City Manager Estes noted the County surveyor would prepare the meets and bounds description. He hoped the resolution would be ready in August. He confirmed that some existing businesses have expressed interest in enterprise zones now that progress is being made.

NEW BUSINESS & MISCELLANEOUS, PUBLIC COMMENTS (NON-AGENDA)

Cheryl Matson, 5450 Old Hwy 30, Astoria, asked for an update on accessory dwelling unit (ADU) laws. She also asked if the City could install a sign at the Crest Motel that says no passing on the right. She explained that drivers frequently attempt to pass on her right as she turns left at the motel to get home.

City Manager Estes explained the ADU code amendment process would take about a year. The next step will be working with the Planning Commission to conduct public hearings. However, the Commission was currently working on some higher priority projects.

Director Harrington said Leif Erickson Drive was an Oregon Department of Transportation (ODOT) highway. He recommended Ms. Matson submit her request to ODOT. He confirmed that the City regulates parking on Leif Erickson, but anything that regulates traffic is controlled by ODOT. He offered to meet with Ms. Matson after the meeting to give her more details about how to petition ODOT.

Councilor Jones stated numerous complaints had been made by residents in the vicinity of the Matson's about turning at Crest Motel.

Mayor LaMear announced that she received a letter from a constituent who wanted the City to consider banning the sale of fireworks in Astoria, except for the fireworks used in the City's fireworks display. She provided each Councilor with a copy of the letter and asked for feedback.

Councilor Brownson said the letter referred to fireworks that are not currently sold in Astoria, like bottle rockets and M-80s. People can purchase a wider variety of fireworks on tribal lands and in Washington.

Councilor Price believed it would be impossible to enforce. Councilor Brownson agreed.

Mayor LaMear said pets go crazy when fireworks go off. She asked if there was any way to give the Police and Fire Departments more clout if they come upon people throwing bottle rockets.

Councilor Brownson said explosive and aerial fireworks were banned in Astoria, but the ban could not be enforced.

Councilor Nemlowill understood the first sentence of the letter requested that all fireworks be banned in Astoria. She had heard the same concern from others. Even legal fireworks create a lot of noise.

Chief Spalding stated he read the letter and understood that the individual wanted an ordinance prohibiting the fireworks that are currently legal. The vast majority of complaints are about the illegal fireworks that are purchased in outside Astoria. It is difficult for the Police Department to enforce the laws with limited resources, especially if officers do not see the fireworks. Typically, people will hear the police coming and they will go indoors.

Councilor Jones said he did not want to move forward on banning fireworks because most of the complaints are about the fireworks that are already illegal. He recommended signage or stiffer penalties.

Councilor Brownson believed banning the sale of fireworks would do nothing more than make a statement. People would continue to purchase them elsewhere.

Councilor Nemlowill said the City had a lot to prioritize. There was merit to the concern, but the City needed to hear from the citizens.

ADJOURNMENT

There being no further business, the meeting was adjourned at 8:29 pm.

ATTEST:

APPROVED:

Finance Director

City Manager

Astoria Library Board Meeting

Astoria Public Library

July 24, 2018

5:30 pm.

Present: Library Board members Kate Deeks, David Oser, Kimberley Chaput and Chris Womack. Staff Library Director Jimmy Pearson.

Excused: Susan Stein

Call to Order: Chair Kate Deeks called the meeting to order at 5:30 pm.

Approval of Agenda: The agenda was approved as presented.

Approval of Minutes:

Kimberley Chaput corrected that she was present via telephone and Susan Stein was excused from the June 26th meeting. Chris Womack noted he was excused from that meeting as well. The notes from June 26, 2018 were approved as corrected.

Board Reports:

Chair Deeks thanked Board members for attending the July 11th City Council work session. She attended both concerts on July 10th and spoke about the Foundation's efforts to Write Astoria and Astoria Writer's Guild. She also turned over management of the Foundation's Facebook page to a new Foundation board member.

David Oser said Ami did a great job riding Spokes, the new book bike, in the Renegade Parade on Saturday.

Library Director's Report:

Director Pearson's report was as follows:

- Library Facilities – He was in the process of obtaining bids for the sidewalk repairs on both main entrances, and was working with Public Works and Susan Brooks to complete the repairs.
 - Eight chairs had been refurbished and were in use at the computers. A second set of ten chairs were out for refurbishment and should be back in a couple of months.
 - He was looking into installing power pods in the tables that would help eliminate tripping over power cords. The cost would be \$1,500 for a 12-foot run with two pods, which contained eight plugs. He had explored other options but they were more expensive.
- City Council Work Session - The work session went well, except for the reaction to closed stacks. Staff planned to address concerns about closed stacks by moving tables and installing taller stacks. He had also explained to people that books would not be taken out of the library. City Council approved the large option, which would provide more linear feet for shelving.
 - The design concept was on display in the library and was generating excitement.
 - He was on KAST with Tom Freel, who had toured the basement. Mr. Freel did a good job responding to comments about the stacks.
- Library Programs - The final Summer Reading program was Mo Phillips on the 14th.
 - The Tuesday morning program did not have a lot of kids, but was going well.
 - The concert series has been a success. The next two concerts would feature the Horsenecks and the Brownsmead Flats.
 - Spokes, the book bike, made its debut on the 16th. Ami checked out books and processed library cards. Staff was working on a way to use the library's software mobile without having to take down the firewall every time. He spent \$500 out of the Endowment Fund for the book bike collection. During the summer, Spokes would be out at community events every week.

- Volunteers – Volunteers have been trained for the basement archives and have started working. All of the items would be catalogued in a spreadsheet and the digitized items would be rotated on the website.
- Director's Activities - He hosted the Public Library Division Board members on the 21st for their meeting, which included a tour of the library.
- What is your library worth – Staff was discussing ways to make some of the reference questions more realistic.

Director Pearson shared the 1904 Astoria Public Library Association Constitution and By-laws. He read some interesting and notable rules of the association and explained that the City did not take over the library until 1914. He also read from a 1910 newspaper article by the association's president on their annual report. This and other historic items from the library's collection have been used to start conversations and generate excitement about the library.

Update on Foundation:

David Oser said the Foundation now had 12 board members and several committees were forming to implement a variety of fundraising and outreach efforts.

New Business: There was none.

Old Business: There was none.

Public Comments: There were none.

Items for Next Meeting's Agenda: The next meeting was scheduled for August 28, 2018.

Adjournment: There being no further business, the meeting was adjourned at 6:58 pm. .

Respectfully submitted,

Paula Pinyerd, ABC Transcription Services, Inc.

Parks Advisory Board Meeting Minutes July 25, 2018

Chairperson Norma Hernandez called meeting to Order at 6:46 am.

Present- Norma Hernandez, Jessica Schleif, Andrew Fick, Jim Holen, Eric Halverson, and Michele Tompkins.

Staff- Angela Cosby and Jonah Dart-McLean.

Public comments

1. George Hague, 1 3rd Street, Astoria, handed out copies of a design for a pickle ball court. He suggested one of the tennis courts at Columbia Field be converted to pickle ball courts, which he estimated would cost about \$5,000. He thanked those who installed additional trash cans at the 9th Street Park. He did not believe that park had been mowed in July and hoped it would be soon. He asked that the Board encourage Staff to keep them engaged in any issues that involve other bodies of government, like the Aquatic Center signage. He noted that Ms. Schleif had been doing a great job on Tidal Rock Park and she should give the Board an update on her work. He hoped the park would remain in its current condition rather than being turned into a parking lot.

Approval of Minutes

- A. June minutes were unanimously approved with the following correction:
 - Page 2, New Business Item C – “Director ~~Board~~ **Cosby** updated the Board on Maintenance Staffing.”

President Hernandez

- A. What do you hear- Jessica Schleif said she heard that the lawn at 9th Street was not mowed, and she saw it herself as well. However, the ball fields looked amazing. Jonah Dart-McLean explained that the new landscaping contractor just started work about a week ago and they should have gone through all the properties by now. Jim Holen said he noticed a lot of people on Cathedral Tree Trail. President Hernandez heard there were issues with the sound for the movie in the park, but a lot of pizza was sold that night. Director Cosby noted that if Staff could fix the sound equipment in the next 10 days, the Foundation would reshoot the movie at no cost.

Employee and Volunteer Recognition

- A. Jonah Dart-McLean recognized the [Chad Gallup \[10:49\]](#), [Katie Lee \[11:04\]](#), [Mark Montgomery \[11:18\]](#), [Matthew \[11:34\]](#), [Kirk Miller \[11:54\]](#) as the July employees of the month.
- B. Mr. Dart-McLean recognized [David Reed \[13:14\]](#) as July Park Partner volunteer of the month.

Old Business

- A. Jim Holen gave a brief update on the Parks After Dark Fundraiser. A free Zumba class was offered before the movie and the event was well attended. The Foundation has been approved to receive a \$5,000 grant from Walmart and they need to decide how to use the funds.
- B. Mr. Dart-McLean updated the Board on Staff's efforts to implement the Parks and Recreation Master Plan.

New Business

- A. Mr. Dart-McLean presented and reviewed the memorandum of agreement (MOA) for the Care and Maintenance of Customs House Park. [Rachel Jensen \[18:20\]](#), Lower Columbia Preservation Society (LCPS), said the boundaries of their maintenance area had not been defined in the agreement. Mr. Dart-McLean noted the boundaries would be included in the final signed agreement; Staff was waiting on the City Attorney's final approval of the draft. After the agreement is approved by City Council, Staff and LCPS can move forward with implementation in late August or early September. Ms. Schleif said she was impressed with the level of detail in the agreement.

The Astoria Parks Board unanimously voted to recommend that City Council approve the MOA for Customs House Park.

- B. Mr. Dart-McLean presented and reviewed the memorandum of agreement (MOA) for the Care and Maintenance of Birch Field. [Randy \[20:53\]](#), Friends of Alderbrook Park, said the Friends had hosted two movie nights and a game day, which has increased participation at the park. They have also added a box full of toys and balls for park users. Ms. Schleif thanked the Friends for doing the labor and taking care of the park.

The Astoria Parks Board unanimously voted to recommend that City Council approve the MOA for Birch Field.

- C. Mr. Dart-McLean explained why new signage was needed on the Astoria Aquatic Center. Instead of replacing the signage that was removed when the building was repainted, a local artist would paint a mural. He hoped the mural would be complete by the middle of September. The project would cost about \$10,000 and funding for the project was available in the budget. Director Cosby provided an overview of the Planning Commission's discussion about the Parks Department's variance request for the mural. The standard public bidding process would be used to execute a contract with an artist. She offered to send a drawing of the mural design to Board members via email.

Staff Reports and Upcoming Events

The following reports were presented to the Board as part of the agenda packet:

- A. Maintenance
- B. Aquatic Center
- C. Recreation
- D. Lil Sprouts/Port of Play
- E. Communications/Marketing

Future Meetings

- August 22, 2018 at 6:45 am in City Hall, Council Chambers
- September 26, 2018 at 6:45 am in City Hall, Council Chambers

Non-Agenda/Miscellaneous Business

1. Jonah Dart-McLean noted the Summer Movies in the Park schedule had just been finalized and was published on the Parks website. Director Cosby provided details about the movies and the companies sponsoring them.
2. President Hernandez expressed her appreciation for the groups that had been adopting parks.
3. Jessica Schleif provided an update on her work at Tidal Rock Park. Salons are offered every Sunday and include entertainment, programs and volunteer work to clean up the park.

4. [Rachel Jensen \[32:43\]](#) announced that on August 4th, LCPS was hosting a historic public park tour for downtown. The tour would begin at Shively Hall at 1:00 pm. Interpretive speakers would be at each park from 2:00 pm to 4:00 pm and the tour would be self-guided.

Next meeting will be held Wednesday, August 22, 2018 at 6:45 am at City Hall in City Council Chambers.



CITY OF ASTORIA

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MEMORANDUM • FIRE DEPARTMENT

DATE: AUGUST 15, 2018
TO: MAYOR AND CITY COUNCIL
FROM: BRETT ESTES, CITY MANAGER
SUBJECT: RENEWAL OF INTER-GOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF ASTORIA AND THE STATE OF OREGON FOR
HAZARDOUS MATERIALS EMERGENCY RESPONSE TEAM
SERVICES

DISCUSSION/ANALYSIS

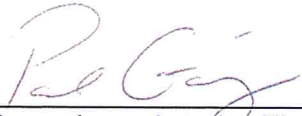
The City of Astoria Fire Department has provided Regional Hazardous Materials Emergency Response Team (RHMERT) services through an inter-governmental agreement (IGA) with the State of Oregon Office of State Fire Marshal (OSFM) since 1991. This agreement has been renewed every other year, or biennium since then. The attached IGA clearly spells out the responsibilities of the City of Astoria Fire Department and those of the OSFM including cost recovery procedures incurred by the Astoria Fire Department for the 2017-2019 Biennium. Termination of the IGA between the City of Astoria and the Office of State Fire Marshal may be facilitated by mutual consent upon 180 days' notice in writing.

There are 13 Regional Hazardous Materials Response Teams located throughout the State of Oregon. The Astoria Fire Department hosts RHMERT-11. Haz-Mat Team 11 is currently composed of ten current members including six from the Astoria Fire Department and four from other agencies including: Astoria Police Department, Astoria Public Works, Seaside Fire & Rescue and Knappa Fire District. Team members meet on a monthly basis at the Astoria Fire Department for training on various topics and procedures associated with response to hazardous materials incidents.

This contract was delayed due to the Department of Justice having concerns about multiple worker's compensation insurance plans covering our members from other agencies. This issue was addressed by the Council in the June 18, 2018 meeting by the creation of the new part-time Hazardous Materials Technician position. With the resolution of that issue we are able to move forward with the signing of the Inter-Governmental Agreement.

RECOMMENDATION

Staff recommends that Council approve the Inter-Governmental Agreement with the State of Oregon Office of State Fire Marshal for Regional Hazardous Materials Emergency Response Team services for the 2017/2019 Biennium.

By: 
Paul Gascoigne, Interim Fire Chief

**INTERGOVERNMENTAL AGREEMENT FOR
REGIONAL HAZARDOUS MATERIALS EMERGENCY
RESPONSE TEAM SERVICES**

Between

**THE STATE OF OREGON, ACTING BY AND THROUGH ITS
DEPARTMENT OF STATE POLICE
ON BEHALF OF ITS
OFFICE OF STATE FIRE MARSHAL**

And

CITY OF ASTORIA

**STATE OF OREGON
Kate Brown, Governor**

State Fire Marshal

July 1, 2017

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Agreement Exhibits

- Exhibit A - Regional Team Primary Response Area Boundary Description
- Exhibit B - Inventory of OSFM-Owned Equipment
- Exhibit C – Funding Available For The Purchase And Maintenance of OSFM-Owned Equipment
- Exhibit D - Specialized Training
- Exhibit E - Medical Surveillance
- Exhibit F – Extraordinary Response Cost Fee Schedule – Part I
- Exhibit G - Extraordinary Response Cost Fee Schedule – Part II
 - Compensation for Contractor’s Response Personnel
 - Non-Officer
 - Officer (Eligible for Overtime)
 - Officer/Salaried (Not Eligible for Overtime)
- Exhibit H - Funding for Contractor Program Outreach
- Exhibit I - Funding for Contractor Sub-Committee And Special Projects Participation
- Exhibit J – Summary: 2017-2017 Biennium Funding Available for Stand-By Costs
- Exhibit K – State Spill Response Revolving Fund

INTERGOVERNMENTAL AGREEMENT FOR REGIONAL HAZARDOUS MATERIALS EMERGENCY RESPONSE TEAM SERVICES

General Agreement Information

Agreement Type: This Agreement is between the State of Oregon, acting by and through its Department of State Police, for the benefit of its Office of State Fire Marshal (hereinafter “OSFM”), and the City of Astoria (hereinafter "Contractor") for the provision of regional hazardous materials emergency response team services as described herein and authorized under ORS 453.374 to 453.390.

RECITALS

- A. In order to protect life and property against the dangers of emergencies involving hazardous materials, the State Fire Marshal may assign and make available for use in any county, city or district, any part of a Regional Hazardous Materials Emergency Response Team.
- B. The OSFM desires to enter into this Agreement to establish Contractor as a Regional Hazardous Materials Emergency Response Team, and Contractor desires to be so designated and to enter into this Agreement.

STANDARD AGREEMENT TERMS AND CONDITIONS

1.0 AGREEMENT TERM.

1.1 This Agreement shall be effective as of July 1, 2017 to June 30, 2019, unless terminated prior in accordance with other provisions of this Agreement.

1.2 Subject to Legislative approval, future Agreements will be awarded on a biennial basis.

2.0 DEFINITIONS.

“**Agreement**” means this Intergovernmental Agreement, all attachments and exhibits hereto, and any future amendments.

“**Automatic Response**” means the authority to respond to any incident beyond the capabilities of local responders without approval prior to team response by the OSFM Duty Officer. Incident must involve a hazardous spill, leak, explosion, or injury, or potential thereof, with immediate threat to life, environment, or property.

“**Clean-up**” means the measures taken after Emergency Response to permanently remove the hazard from the incident site.

“**Contractor**” means the local government agency(s) by which the service or services will be performed under this Agreement, including those agencies under an approved intergovernmental or interagency agreement.

“**Contractor approved**” means any non-RHMERT activities that are undertaken by Contractor or Contractor’s employees that are in conformity with Contractor’s established policies and procedures for daily operations.

“**Emergency Response**” has the meaning as defined in OAR 837-120-0010(5), and includes those actions and services set out in OAR 837-120-0020(3).

“**Emergency Response Costs**” means the total Emergency Response expense, including team response costs, arising from a hazardous materials emergency. Such costs generally include, but are not limited to,

all OSFM and Contractor expenses that result from the assessment and emergency phases of the response activity. Emergency response costs do not include clean up or disposal costs of hazardous materials, except, as may be reasonably necessary and incidental to preventing a Release or threat of Release or in stabilizing the Emergency Response incident.

“Extraordinary Response Costs” shall mean and is equivalent to “team response costs”. See also OAR 837-120-0090(4).

“Hazardous Materials” means "hazardous substance" as that term is defined in ORS 453.307(5).

“Incident” means any actual or imminent threat of a Release, or any rupture, fire or accident that results in, or has the potential to result in, the loss or escape of a hazardous material into the environment.

“Intergovernmental Agreement” means an agreement between an agency or agencies of the State of Oregon and one or more Oregon units of local government.

“Local Government Agency” means a city, county, special district or subdivision thereof.

“Oregon-OSHA” means the Oregon Occupational Safety and Health Act as administered by the Occupational Safety and Health Division of the Department of Insurance and Finance.

“ORS” means Oregon Revised Statutes.

“OSFM-Owned Equipment” means all vehicles, equipment, and supplies loaned to RHMERTs as described in this Agreement and listed in Exhibit B.

“PPE” means Personal Protective Equipment.

“Primary Response Area” means that geographical region where the Contractor is principally responsible for providing regional Hazardous Materials Emergency Response services.

“Regional Hazardous Materials Emergency Response Team” (RHMERT) means the designated members of the Contractor who are expected to respond to, control, or stabilize actual or potential emergency releases of hazardous substances. A RHMERT operates within the limits discussed in Oregon-OSHA's OAR 437, Division 2, which is incorporated herein by this reference.

“Release” shall have the same meaning as that in ORS 465.200(22).

“Responsible Person” means the person or persons responsible for causing the emergency to which the Contractor responded. (See, e.g. ORS 453.382).

“RHMERT Operations” means Emergency Response operations conducted by the Contractor.

“RHMERT Operations Rehabilitation Costs” means the cost of providing rehydration and food for RHMERT team members during RHMERT Operations.

“Stand-By Activities” means Contractor’s activities associated with specialized training, medical surveillance, and routine maintenance for vehicles and equipment.

“Stand-By Costs” means Contractor’s costs associated with specialized training costs, medical surveillance costs, and vehicles and equipment loans, as provided in Section 4.1 of this Agreement.

“State” means the State of Oregon acting by and through the Department of State Police for the benefit of its Office of State Fire Marshal.

“State Spill Response Revolving Fund” means the revolving fund established under ORS 453.390.

“Teams Advisory Group” means a group consisting of one appointed member from each RHMERT, who provide technical advice to the State Fire Marshal on equipment, vehicles, operating guidelines and similar operational issues.

“Team Response Costs” means those Contractor expenses which are directly related to RHMERT Operations, are expressly allowed under this Agreement, and are approved by the OSFM. “Team response costs” are equivalent to “extraordinary response costs”. See also OAR 837-120-0090(4).

3.0 STATEMENT OF WORK.

3.1 SERVICES TO BE PROVIDED BY CONTRACTOR.

- 3.1.1 During the term of this Agreement the Contractor agrees to provide RHMERT emergency response services within the boundaries of Contractor’s assigned Primary Response Area as generally depicted and described in "Exhibit A", Regional Team Primary Response Area Boundary Description, and by this reference incorporated herein. Contractor is hereby designated **"HM11"**.
- 3.1.2 Contractor response activities under this Agreement shall be limited to emergency operations, reporting and documentation activities arising from a Hazardous Materials Emergency Response as authorized by this Agreement, ORS 453.374 to 453.390, and OAR Chapter 837 Division 120.
- 3.1.3 Contractor shall not provide the following services as part of this Agreement, except where may be reasonably necessary to prevent a Release or threat of Release, or as required to stabilize an Incident:
 - sampling,
 - testing and analysis,
 - treatment,
 - removal,
 - remediation,
 - recovery,
 - packaging,
 - monitoring,
 - transportation,
 - movement of hazardous materials,
 - cleanup,
 - storage, or
 - disposal of hazardous materials.
- 3.1.4 Contractor shall not provide the following services at or near the emergency response Incident to which the Contractor is dispatched:
 - maintain general security or safety perimeters at or near sites and vessels,
 - locate underground utilities,
 - ensure appropriate traffic control services,
 - conduct hydrological investigations or analysis, or
 - provide testing, removal and disposal of underground storage tanks

3.1.5 Contractor shall make no representation(s) or warranty(s) to third parties with regard to the ultimate outcome of the hazardous materials services to be provided, but shall respond to the best of its abilities, subject to the terms of this Agreement.

3.1.6 Contractor personnel shall perform only those actions and duties for which they are trained and equipped.

3.2 COMPLIANCE WITH REGULATORY REQUIREMENTS. Contractor certifies that its employees, equipment, and vehicles meet or exceed applicable regulatory requirements. Contractor further agrees that all OSFM Owned Equipment in Exhibit B shall be maintained by the Contractor to meet or exceed all applicable regulatory requirements.

3.3 PERSONNEL. Contractor shall:

3.3.1 Provide the number of trained, medically monitored, competent, and supervised RHMERT personnel as specified in Exhibits D and E of this Agreement, as is necessary to operate within the safety levels of a RHMERT as specified in RHMERT Standard Operating Guidelines. Contractor shall limit its team activities to that within the safety and training levels specified by Oregon-OSHA for a Hazardous Materials response team.

3.3.2 Document training and experience Contractor shall ensure its team members complete the tasks in the Hazardous Material Technician Task Book within the established 24 month period. The established 24 month period consists of portions of two Task Book Cycles; continuation of the current Task Book cycle ending on December 31, 2017 and the cycle running January 1, 2018 through December 31, 2019.

3.3.3 Contractor shall submit annually the Task Book reporting form to the OSFM no later than 10th of January of each year.

3.4 VEHICLES AND EQUIPMENT.

3.4.1 Use of OSFM-Owned Equipment. Contractor shall:

- i. Operate a RHMERT using the OSFM-Owned Equipment specified in Exhibit "B" of this Agreement;
- ii. Limit its activities to that which can be safely accomplished within the technical limitations of the OSFM-Owned Equipment and vehicles and equipment provided to the Contractor;
- iii. At all times use equipment with reasonable and diligent care (taking into consideration the type of equipment and its intended use); and
- iv. At all times use the equipment in accordance with all OSFM Standard Operating Guidelines (SOGs), available on the OSFM website.

3.4.2 Routine Maintenance/Physical Damage/Repairs.

- i. Routine Maintenance: Contractor shall be responsible for all routine maintenance of OSFM-Owned Equipment. For purposes of this Agreement, routine maintenance means:
 - a. Daily, weekly, and monthly checks of vehicles and equipment.
 - b. Semiannual or mileage-related lubrication, oil and filter changes for vehicles and equipment.
 - c. Annual tune-up of vehicles and equipment as required for preventive maintenance.
 - d. Equipment checks and testing as outlined in the Oregon-OSHA standards and manufacturer's recommendations.

- e. Personal Protective Equipment (PPE) to be tested as per Oregon-OSHA standards and manufacturer's recommendations.
- f. Communications equipment checked regularly.
- ii. Physical Damage and Repairs: Contractor and OSFM shall each bear responsibility for loss and repair of physical damage to OSFM-Owned Equipment as follows:
 - a. Excluding ordinary wear and tear, when Contractor uses OSFM-Owned Equipment for purposes not authorized under this Agreement and ORS 453.374 to 453.390, including Contractor-approved non-Emergency Response activities or assistance to local government entities at events not meeting OSFM-authorized response criteria, Contractor shall be responsible for any and all physical damage to or loss of such OSFM-Owned Equipment, regardless of fault.
 - b. When Contractor uses OSFM-Owned Equipment for purposes authorized under this Agreement and ORS 453.374 to 453.390, including performance of routine maintenance, the OSFM shall be responsible for physical damage to or loss of OSFM-Owned Equipment, except that if such damage or loss is caused by the negligence or willful misconduct of Contractor, Contractor shall be liable for the damage or loss. OSFM's responsibility for physical damage or loss of OSFM-Owned Equipment is subject to the limitations and conditions of the Oregon Risk Management Division Policy 125-7-101 (Property Self-Insurance Policy Manual) Article XI, Section 7 of the Oregon Constitution, ORS 30.260 to 30.300 (Oregon Tort Claims Act), and the terms of this agreement.
 - c. Contractor shall be liable for all damage or loss caused by abuse or neglect of OSFM-Owned Equipment, including when used for purposes authorized under this Agreement and ORS 453.374 to 453.390.
- 3.4.3 The Contractor may use the OSFM-Owned Equipment provided in this Agreement in conjunction with Contractor-approved non-Emergency Response activities, however the OSFM-Owned Equipment shall at all times be immediately available for Emergency Response having highest priority. Use of OSFM-Owned Equipment for Contractor-approved non-Emergency Response activities is not a reimbursable expense by OSFM. In addition, use of OSFM-Owned Equipment for Contractor-approved non-Emergency Response activities shall follow Contractor's established guidelines and policies for daily operations. OSFM-Owned Equipment shall not be used by anyone other than Contractor members, except as approved by OSFM.
- 3.4.4 Contractor shall submit monthly a vehicle usage and maintenance log to the OSFM no later than the 10th of the following month. Contractor shall record the ending mileage for each vehicle, regardless of the activity; i.e., whether it is Emergency Response, training, maintenance, or any other activity. Logs will be submitted each month via OSFM approved form and must include all maintenance performed to the vehicle with a vendor receipt or fleet print out report for that vehicle.
- 3.4.5 Contractor shall not agree in writing or otherwise with other local government entities to provide the OSFM-Owned Equipment to assist those entities at events not meeting Emergency Response criteria unless OSFM also is a party to that agreement.

3.4.6 Liability for any negligent or willful acts of Contractor's employees undertaken outside the terms of this Agreement will be the sole responsibility of the respective employee and Contractor involved. Contractor's employee is subject to Oregon statutes, rules and specific agency policies and procedures regarding the use of OSFM equipment during the course and scope of the employee's employment with Contractor.

3.5 RIGHT OF REFUSAL. The OSFM recognizes that the obligations of the Contractor in its own jurisdiction are paramount. If, on occasion, an Emergency Response under this Agreement would temporarily place an undue burden on the Contractor because Contractor resources are limited or unavailable within the Contractor Primary Response Area, and if prior or immediate notice has been provided to the OSFM Duty Officer, the Contractor may decline a request for an Emergency Response. However, if the Contractor declines a request for an Emergency Response, the Contractor shall ensure the OSFM-Owned Equipment remains available for OSFM's use in for that particular Emergency Response.

3.6 STANDARD OPERATING GUIDELINES. Contractor and OSFM agree that RHMERT operations shall be conducted in accordance with the OSFM's Standard Operating Guidelines as reviewed and recommended by the Teams Advisory Group and as mutually approved by the parties to this Agreement.

3.7 ADMINISTRATIVE RULES. The parties acknowledge that the OSFM has adopted OAR Chapter 837, Division 120, and Contractor agrees to comply with those administrative rules and ORS 453.374 to 453.390. If those rules relevant to this agreement are amended, such amendments shall be incorporated into this Agreement by written amendment and may require modification of the procedures, terms and conditions of this Agreement.

4.0 CONTRACTOR COMPENSATION.

There are two types of Contractor compensation under this Agreement: (1) Contractor Stand-By Costs, and (2) Contractor Team Response Costs. Each of these is discussed more fully in sections 4.1 and 4.2 of this Agreement.

4.1 CONTRACTOR STAND-BY COSTS. Contractor shall be compensated by the OSFM under this Agreement for its OSFM-approved stand-by costs as provided herein. Such Stand-By Costs include:

4.1.1 **Specialized Training Costs.** The OSFM will provide funding for advanced training and education to Contractor RHMERT employees as specified in Exhibit "D" if approved by the OSFM in advance. All such training and selection of training or training providers must comply with all federal, state and local rules and regulations. If training is approved, the OSFM agrees to pay the cost of tuition, per diem, personnel costs, and travel expenses (at the approved rates specified in Section 30 of this Agreement), utilizing funds in Exhibit "D" to pay for all above mentioned expenses. With prior approval by the OSFM, one hundred percent of the funding specified in Exhibit "D" may be used to reimburse personnel costs incurred by employees attending specialized training. For purposes of this subsection, "personnel costs" means the dollar figure provided to OSFM by Contractor as the cost of each Contractor's employee to attend OSFM advanced training and education.

4.1.2 **Medical Surveillance.** The OSFM will provide funding for baseline, maintenance and exit physicals for Contractor RHMERT employees as specified in Exhibit "E" of this Agreement. Costs for these Medical Surveillance physicals will be based on competitive bid for the protocols covered in the OSFM Hazardous Materials Emergency Response Team Standard Operating Guideline T-015. Selection of health care provider must comply with all federal, state and local rules and regulations.

- 4.1.3 Vehicle(s) and Equipment Loans. The OSFM agrees to loan the Contractor the OSFM-Owned Equipment specified in Exhibit "B" of this Agreement. The parties agree that items of OSFM-Owned equipment may be added to or removed from the list in Exhibit B without requiring amendment of this agreement, but only if each change is mutually agreed to in writing by all parties. Funding available for the OSFM to purchase and maintain OSFM-Owned Equipment is specified in Exhibit "C" of this Agreement. Replacement of OSFM-owned capital equipment, expendable items, PPE, and other equipment will be provided as necessary by prior approval of OSFM, pursuant to Section 3.4 and OSFM's approved purchasing process.
- a. Contractor shall be exclusively responsible for its selection of such replacement PPE suits, suit types or models to meet its own specific needs. The OSFM encourages contractor to follow the recommendation of the HazMat Equipment Committee for the selection of PPE suits, however the OSFM shall have no responsibility or liability whatsoever arising out of Contractor's choice of PPE suits, their safety, reliability, testing of the PPE suits, or their maintenance.
 - b. OSFM-Owned PPE suits shall be procured according to the procedure established in Standard Operating Guideline T021, all applicable provisions of ORS chapters 279A and 279B, and Contractor's own procurement ordinances, codes, rules and regulations.
- 4.1.4 Contractor Stand-by Costs are not chargeable to a Responsible Person, but are reimbursed to the Contractor by the OSFM as provided in this Agreement, with the exception of the vehicle and equipment loans described in paragraph 4.1.3, for which Contractor is not reimbursed.

4.2 CONTRACTOR'S TEAM RESPONSE COSTS.

- 4.2.1 Contractor shall be compensated by the OSFM under this Agreement for certain OSFM-approved team response costs. Team response costs are the equivalent of "extraordinary response costs". The total funding available for team response costs as specified in Exhibit "K" of this Agreement is in addition to Contractor Stand-By Costs specified in section 4.1. Compensation of such team response costs shall be limited by the funds available in the State Spill Response Revolving Fund established under ORS 453.390 for the 2017-2019 biennium. Such Team response costs may include, but are not limited to:
- i. Compensation for use of Contractor-owned Materials, Vehicle(s) and Apparatus:
 - a. OSFM shall compensate contractor for OSFM-approved replacement of Contractor-owned materials and supplies expended or destroyed during a hazardous materials emergency response undertaken pursuant to this Agreement at the rates set forth in Section 1 of Exhibit "F" of this agreement.
 - b. Where the OSFM has approved the use of Contractor-owned vehicles and equipment, OSFM shall compensate Contractor at the rates described in Section 1 of Exhibit "F" of this Agreement.
 - c. Personal Protective Equipment (PPE). If Contractor-owned PPE, to include radios, is severely damaged or destroyed during an authorized hazardous materials emergency response undertaken pursuant to this Agreement, OSFM shall reimburse Contractor for replacement of such PPE at the rates described in Section 1 of Exhibit "F" of this Agreement, provided, however, that the OSFM will only pay reimbursement for replacement PPE that meet or exceed all applicable regulatory requirements and National Fire Protection Association guidelines.

1. Contractor shall be exclusively responsible for its selection of such replacement PPE suits, suit types or models to meet its own specific needs. The OSFM shall have no involvement in, and no responsibility or liability whatsoever arising out of Contractor's choice of PPE suits, their safety, reliability, testing of the PPE suits, or their maintenance.
 2. Contractor shall comply with all applicable public procurement laws, including the applicable provisions of ORS chapters 279A and 279B and Contractor's own procurement ordinances, codes, rules and regulations, in the solicitation of and contracting for the acquisition of the PPE suits.
- ii. Compensation for Contractor Personnel Response Costs: Contractor RHMERT personnel response costs that are approved and authorized under this Agreement are compensable at the rates described in Exhibit "G". Hourly personnel rates for the 2017-2019 biennium shall be calculated as follows:
- A. Base Hourly Rate/Non-officer
 1. Base Hourly Rate/Non-Officer/Straight Time is calculated at the base hourly rate for the highest paid, technician trained team member at this rank who is not an officer
 2. Base Hourly Rate/Non-Officer/Overtime shall be calculated at the hourly overtime rate, plus benefits, for the highest paid, technician trained team member who is not an officer
 - B. Base Hourly Rate/Officer (eligible for overtime)
 1. Base Hourly Rate/Officer/Straight Time is calculated at the base hourly rate for the highest paid, technician trained team member at this rank who is an officer .
 2. Base Hourly Rate/Officer/Overtime shall be calculated at the overtime rate, plus benefits for the highest paid, technician trained officer on the team.
 - C. Base Hourly Rate/Salaried Officer (not eligible for overtime) - shall be calculated at the salary rate, plus benefits, of the highest paid, technician trained officer on the team.
 - D. OSFM and Contractor understand that the base hourly rate of non-officers, officers, and salaried officers referred to in this section is subject to change pursuant to any collective bargaining agreement entered into between Contractor and Contractor's employees. It is the intent of OSFM and Contractor that if, during the term of this Agreement, the base hourly rate of Contractor's employees for non-officers, officers, or salaried officers changes due to a change in a collective bargaining agreement between Contractor and Contractor's employees, that on the date those changes become effective under a collective bargaining agreement, those changes will be incorporated in this Agreement by formally amending this Agreement in writing, and shall be used for purposes of calculating compensation for Contractor's Personnel Response Costs only after the effective date of the Amendment. Notwithstanding any retroactive payment provision contained in a collective bargaining agreement, the Contractor's Personnel Response Costs shall be calculated and reimbursed at the hourly rate set forth in the version of this Agreement which was in effect at the time the Contractor commenced the hazardous materials emergency response.
 - E. A Response Availability Rate of \$15.5788 shall be added to each base hourly rate to determine the total hourly personnel response rate for each category. Contractor shall be

required to document total hourly personnel response rates for each category utilizing the form provided by OSFM. That documentation is entered into this Agreement as Exhibit G. Contractor RHMERT personnel response costs shall be billed to the nearest one-fourth (1/4) hour period worked.

- iii. Emergency Expenses: Contractor's other necessary and reasonable Emergency Response costs related to services rendered under this Agreement are reimbursable at the rates described in Exhibit "F" of this agreement. All such costs must be based on actual expenditures and documented by the Contractor. Original receipts must be submitted with the response billing. Emergency Response purchases of up to \$100 per Emergency Response Incident may be made at the Contractor's discretion without prior approval by the OSFM. The Team Leader or authorized Contractor representative shall attempt to contact the OSFM Duty Officer for prior approval of Contractor emergency expenses exceeding \$100. Contractor claims for reimbursement must clearly document the nature of the purchases and extent of the OSFM prior verbal approval of Contractor emergency expenditures. The OSFM reserves the right to deny any payment of unjustifiable Contractor expenditures.

- A. Exposure exams resulting from a RHMERT Operations response will be included in the Contractor's team response costs to be billed to the responsible person and reimbursed by the OSFM. Where no responsible person is identified, reimbursement to the Contractor will be provided out of the State Spill Response Revolving Fund.

- 4.2.2 In addition to the compensable team response costs set forth in 4.2.1, Contractor's emergency response may also incur certain team response costs for which Contractor shall not be compensated by OSFM, set forth in Section 2 of Exhibit F. Contractor shall not be reimbursed for Contractor's use of OSFM-owned vehicles, equipment, and supplies, or for expenditures made by OSFM.
- 4.2.3 Team response costs may be charged to a Responsible Person.

4.3 BILLING SYSTEM.

- 4.3.1 Contractor must notify the OSFM's Emergency Response Unit within 24 hours of an Emergency Response. The OSFM will assign an Incident number to the response at that time. Contractor shall leave a voice-mail message if Contractor notification is made after business hours. OSFM will return a call to the Contractor the next business day. Contractor shall provide an estimate of Team Response Costs to the OSFM within 10 working days of the Emergency Response. Contractor shall submit an expenditure report and invoice to the OSFM within 30 days of the Emergency Response. Contractor shall submit its claim for reimbursement on OSFM approved forms and the claim must contain such documentation as is necessary to support OSFM cost-recovery operations and financial audits.
- 4.3.2 The OSFM may bill the Responsible Person within 30 days of receipt of Contractor invoice. The OSFM may bill Responsible Person(s) for the Emergency Response Costs, including Team Response Costs. Normally Contractor team response costs are collected by the OSFM from the Responsible Person prior to making payment to the Contractor. When payment has not been received by the OSFM within 30 days after the second billing to the Responsible Person, the Contractor's OSFM approved compensable Team Response Costs will be paid to the Contractor from the State Spill Response Revolving Fund. In no case shall the OSFM payment to the Contractor exceed 90 days after receipt of an acceptable Contractor invoice by OSFM; i.e., one that meets the requirements of 4.3.

- 4.3.3 **Billing for OSFM-Owned Equipment.** OSFM shall bill the Responsible Person(s) for Contractor's use of OSFM-owned equipment during emergency response activities, including responses to incidents within the Contractor's local jurisdiction, at the rates set forth in Exhibit F. The OSFM will prepare a statement for OSFM-Owned Equipment used and the OSFM will forward the statement to the identified Responsible Person any time OSFM-Owned Equipment is used for an Emergency Response.
- 4.3.4 **Option for Waiver.** The Contractor shall have the option of requesting a waiver of OSFM-Owned Equipment charges for response to any public agency within the jurisdictional boundaries of the Contractor. In addition, the Contractor may request a waiver of charges when there are extenuating circumstances, which would preclude a billing to the responsible person. Requests for waiver are subject to review and approval by the OSFM.
- 4.3.5 **Priority of Reimbursements.** If the OSFM successfully recovers payment from the Responsible Person, the monies shall first be used to pay the Contractor Team Response Costs, if these costs have not been paid in their entirety; then the monies will be used to reimburse the State Spill Response Revolving Fund for the amount previously paid to the Contractor and the OSFM. Any remaining funds will be used to pay Emergency Response Costs as billed. Contractor agrees to cooperate with the OSFM as is reasonable and necessary in order to bill Responsible Persons or parties and pursue cost recovery actions.
- 4.3.6 If a disputed billing is resolved in favor of the Responsible Person or party then the Contractor shall not be required to reimburse the OSFM for payments previously made.
- 4.4 **INTEREST.** If the OSFM fails to make timely payments to Contractor as described in 4.3.2, interest shall be paid to Contractor by the OSFM on amounts past due at the rate of interest specified in ORS 293.462(3). Interest payments will be made only if Emergency Response Costs are invoiced by the Contractor on OSFM-approved forms and Responsible Person information supplied by the Contractor is correct to the best of the Contractor's knowledge or belief.
- 4.5 STATE FUNDING AVAILABLE.**
- 4.5.1 The OSFM has sufficient funds currently available and authorized for expenditure to finance the costs of the Agreement within the OSFM's 2017-2019 biennial appropriation or limitation. Contractor understand and agrees that the OSFM's payment of amounts under this Agreement attributable to work performed after the last day of the current biennium is contingent upon the OSFM receiving from the Oregon Legislative Assembly appropriations, limitations, or other expenditure authority sufficient to allow the OSFM, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.
- 4.5.2 State funding for Stand-By Costs available under this Agreement for the 2017-2019 biennium shall be the sum of the amounts specified in exhibits C, D, E, H and I to this Agreement and are summarized in Exhibit J of this Agreement.
- 4.5.3 The funding available as specified in Exhibits C, D, E, H and I to this Agreement does not include Contractor team response costs as specified in Section 4.2. Such team response costs are available in addition to Contractor Stand-By Costs and shall be limited by the funds available in the State's Spill Response Revolving Fund established under ORS 453.390 for the 2017-2019 biennium, by the limitations described in ORS 453.382 and 453.390 and as identified in Exhibit K, State Spill Response Revolving Fund, to this Agreement.

- 4.5.4 Additional Contractor compensation shall be paid under this Agreement only if specifically agreed to by the OSFM and the Contractor in writing, but the funds used shall not be provided under ORS 453.390.
- 4.5.5 OSFM payments under the terms of this Agreement shall be considered full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work authorized under this Agreement.
- 4.5.6 Acceptance of payment by the Contractor shall relieve the OSFM from all claims by Contractor for reimbursement of Team Response Costs and Stand-by Costs except where partial payment has been made due to limitations of the State's Spill Response Revolving Fund and subject to further payment as set forth above.
- 4.6 PRIOR APPROVAL.** Contractor may not respond under this Agreement without prior written or verbal approval by OSFM as set forth in Section 4.7. Granting of response approval by the OSFM Duty Officer constitutes the OSFM agreement to pay Contractor its compensable Team Response Costs incurred in accordance with this agreement from the State Spill Response Revolving Fund if recovery from a Responsible Person or party is not obtained in a timely manner. Contractor agrees to make reasonable and good faith efforts to minimize Responsible Person and OSFM expenses.
- 4.7 RESPONSE PROCEDURES AND LIMITATIONS; AUTOMATIC RESPONSE.**
- 4.7.1 If the Contractor has received state authority for automatic response, Contractor may, upon receipt of an Emergency Response request, provide Emergency Response services as specified under the terms of this Agreement and the OSFM's Standard Operating Guidelines, which is incorporated herein by this reference, and may be found on the OSFM's website. Contractor shall immediately thereafter notify the OSFM Duty Officer.
- 4.7.2 If the Contractor has *not* received state authority for automatic response or if the Emergency Response request does not meet the Standard Operating Guideline criteria, the Contractor shall refer the response request to the OSFM Duty Officer who will evaluate the situation and either authorize the Contractor response or decline the response request.
- 4.8 STATE SPILL RESPONSE REVOLVING FUND.**
- 4.8.1 If the State Spill Response Revolving Fund becomes depleted or fiscally unsound, the OSFM shall immediately notify Contractor, who may upon receipt of such notice suspend response actions under this Agreement.
- 4.8.2 For purposes of this section, "fiscally unsound" shall mean the balance in the State Spill Response Revolving Fund is less than \$20,000, and "immediately" shall mean within twelve (12) hours of a Contractor receiving the emergency response request, which reduces the fund below the \$20,000 threshold.
- 4.8.3 If Contractor commences an emergency response action subsequent to notification of fiscally unsound State Spill Response Revolving Fund balance, Contractor assumes the risk of non-payment if the OSFM is unable to obtain additional funding for the State Spill Response Revolving Fund, recover the Contractor team emergency response costs from a Responsible Person, or if there is no identifiable Responsible Person. Contractor shall immediately notify the OSFM Duty Officer of all emergency response activities undertaken pursuant to this Agreement.
- 4.8.4 If, after becoming depleted or fiscally unsound, additional funds become available in the State Spill Response Revolving Fund and Contractor has billed the OSFM as set forth in Section 4.3,

the OSFM shall reimburse the Contractor for unpaid Team Response Costs to the extent funds are available and authorized under this agreement.

5.0 WHERE NO RESPONSIBLE PERSON CAN BE IDENTIFIED.

As provided in Section 4 and ORS 453.382, OSFM agrees to bill the person responsible for causing the hazardous materials emergency for total emergency response costs. Where there is no identifiable responsible person, or if the responsible person or party is unable to pay, the OSFM agrees to pay Contractor its compensable team response costs from the State Spill Response Revolving Fund provided funds are available and Contractor has complied with Section 4 herein.

6.0 INDEPENDENT CONTRACTOR STATUS.

6.1 Contractor shall perform all required Services as an independent Contractor. Although Agency reserves the right (i) to determine (and modify) the delivery schedule for the Services to be performed and (ii) to evaluate the quality of the completed performance, Agency cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing any Services called for under the Contract.

6.2 If Contractor is currently performing work for the State of Oregon or the Federal Government, Contractor by signature to this Contract declares and certifies that: Contractor's performance of this Contract creates no potential or actual conflict of interest as defined by ORS 244.020 and no state or federal rules or regulations would prohibit Contractor's performance of this Contract. Contractor is not an "officer," "employee," or "agent" of the State or Agency, as those terms are used in ORS 30.265.

6.3 Contractor shall be responsible for all Federal and State taxes applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, Agency will not withhold from such compensation or payments any amount(s) to cover Contractor's Federal or State tax obligations.

7.0 RETIREMENT SYSTEM STATUS, SOCIAL SECURITY, WORKERS COMPENSATION.

Contractor is not entitled under this Agreement to any Public Employees Retirement System benefits and is responsible for payment of any applicable federal or State taxes. Contractor is not entitled under this Agreement to any benefits for payments of federal Social Security, employment insurance, or workers' compensation from the State of Oregon.

8.0 ASSIGNMENTS; SUBCONTRACTS.

Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Agreement, in whole or in part, without the prior written approval of the OSFM. Such written approval will not relieve Contractor of any obligations under this Agreement. Except where the OSFM expressly approves otherwise, Contractor shall remain liable as between the original parties to this Agreement as if no such assignment had occurred.

9.0 SUCCESSORS IN INTEREST.

The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement and their respective successors and assigns.

10.0 COMPLIANCE WITH GOVERNMENT REGULATIONS.

Contractor agrees to comply with federal, state and local laws, codes, regulations and ordinances applicable to the work performed under this Agreement including, but not limited to, OAR 437-002-0100(18) (Hazardous waste operations and emergency response), which adopts 29 CFR 1910.120 (amended 2/8/13, FR vol. 78, no. 27, p. 9311).

11.0 FORCE MAJEURE.

Neither party to this Agreement shall be held responsible for delay or default caused by fire, riots, acts of God, or war, which is beyond that party's reasonable control. OSFM or Contractor may terminate this Agreement upon written notice after determining such delay or default will reasonably prevent performance of the Agreement.

12.0 INDEMNIFICATION, CONTRIBUTION, SCOPE OF LIABILITY.

12.1 ACTIVITIES AUTHORIZED UNDER ORS 453.374 – 453.390:

12.1.1 CONTRACTOR'S RHMERT MEMBERS: AS PROVIDED IN ORS 453.384, DURING EMERGENCY RESPONSE OPERATIONS UNDER ORS 453.374 TO 453.390 PURSUANT TO THIS AGREEMENT, THE STATE OF OREGON, BY AND THROUGH THE DEPARTMENT OF STATE POLICE, OFFICE OF STATE FIRE MARSHAL, SHALL PROTECT AND DEFEND CONTRACTOR'S RHMERT MEMBERS FROM LIABILITY UNDER ORS 30.260 TO 30.300 (OREGON TORT CLAIMS ACT). AS USED IN THIS SECTION, "OPERATIONS" MEAN ACTIVITIES DIRECTLY RELATED TO A PARTICULAR EMERGENCY RESPONSE INVOLVING A HAZARDOUS MATERIAL BY A RHMERT AS PROVIDED FOR UNDER THIS AGREEMENT. "OPERATIONS" ALSO INCLUDE ADVANCED TRAINING ACTIVITIES PROVIDED TO THE CONTRACTOR'S RHMERT MEMBERS AS PROVIDED FOR UNDER THIS AGREEMENT, BUT DO NOT INCLUDE TRAVEL TO AND FROM SUCH TRAINING.

12.1.2 CONTRACTOR: EXCEPT AS OTHERWISE PROVIDED UNDER PARAGRAPHS 12.1.1, 12.2, AND 3.4.2, AND AS PROVIDED IN SECTION 12.3 REGARDING THIRD PARTY CLAIMS, THE OSFM AND CONTRACTOR SHALL EACH BE RESPONSIBLE, TO THE EXTENT PERMITTED BY THE OREGON TORT CLAIMS ACT (ORS 30.260 THROUGH 30.300) AND THE OREGON CONSTITUTION (INCLUDING BUT NOT LIMITED TO ARTICLE XI, SECTION 7), FOR ANY LEGAL LIABILITY, LOSS, DAMAGES, COSTS AND EXPENSES ARISING IN FAVOR OF ANY PERSON, ON ACCOUNT OF PERSONAL INJURIES, DEATH, OR PROPERTY LOSS OR DAMAGE OCCURRING, GROWING OUT OF, INCIDENT TO OR RESULTING DIRECTLY FROM THEIR RESPECTIVE ACTS OR OMISSIONS UNDER THIS AGREEMENT.

12.2 ACTIVITIES NOT AUTHORIZED UNDER ORS 453.374 - 453.390: WHEN CONTRACTOR USES OSFM-OWNED EQUIPMENT OR STATE PROCEDURES OR TRAINING FOR ANY ACTION NOT AUTHORIZED UNDER ORS 453.374 TO 453.390 OR THIS AGREEMENT, THE CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE STATE, ITS OFFICERS, DIVISIONS, AGENTS, EMPLOYEES, AND MEMBERS, FROM ALL CLAIMS, SUITS OR ACTIONS OF ANY NATURE ARISING OUT OF THE ACTIVITIES OR OMISSIONS OF CONTRACTOR, ITS OFFICERS, SUBCONTRACTORS, AGENTS OR EMPLOYEES, SUBJECT TO THE OREGON TORT CLAIMS ACT, ORS 30.260 TO 30.300, AND THE OREGON CONSTITUTION.

12.3 THIRD PARTY CLAIMS:

12.3.1 IF ANY THIRD PARTY MAKES ANY CLAIM OR BRINGS ANY ACTION, SUIT OR PROCEEDING ALLEGING

A TORT AS NOW OR HEREAFTER DEFINED IN ORS 30.260 ("THIRD PARTY CLAIM") AGAINST A PARTY (THE "NOTIFIED PARTY") WITH RESPECT TO WHICH THE OTHER PARTY ("OTHER PARTY") MAY HAVE LIABILITY, THE NOTIFIED PARTY MUST PROMPTLY NOTIFY THE OTHER PARTY IN WRITING OF THE THIRD PARTY CLAIM AND DELIVER TO THE OTHER PARTY A COPY OF THE CLAIM, PROCESS, AND ALL LEGAL PLEADINGS WITH RESPECT TO THE THIRD PARTY CLAIM. EITHER 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 PARAGRAPH AND MEANINGFUL OPPORTUNITY FOR THE OTHER PARTY TO PARTICIPATE IN THE INVESTIGATION, DEFENSE AND SETTLEMENT OF THE THIRD PARTY CLAIM WITH COUNSEL OF ITS OWN CHOOSING ARE CONDITIONS PRECEDENT TO THE OTHER PARTY'S LIABILITY WITH RESPECT TO THE THIRD PARTY CLAIM.

12.3.2 EXCEPT AS OTHERWISE PROVIDED IN SECTIONS 12.1.1 AND 12.2, WITH RESPECT TO A THIRD PARTY CLAIM FOR WHICH THE STATE IS JOINTLY LIABLE WITH THE CONTRACTOR (OR WOULD BE IF JOINED IN THE THIRD PARTY CLAIM), THE STATE SHALL CONTRIBUTE TO THE AMOUNT OF EXPENSES (INCLUDING ATTORNEYS' FEES), JUDGMENTS, FINES AND AMOUNTS PAID IN SETTLEMENT ACTUALLY AND REASONABLY INCURRED AND PAID OR PAYABLE BY THE CONTRACTOR IN SUCH PROPORTION AS IS APPROPRIATE TO REFLECT THE RELATIVE FAULT OF THE STATE ON THE ONE HAND AND OF THE CONTRACTOR ON THE OTHER HAND IN CONNECTION WITH THE EVENTS WHICH RESULTED IN SUCH EXPENSES, JUDGMENTS, FINES OR SETTLEMENT AMOUNTS, AS WELL AS ANY OTHER RELEVANT EQUITABLE CONSIDERATIONS. THE RELATIVE FAULT OF THE STATE ON THE ONE HAND AND OF THE CONTRACTOR 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 STATE'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.

12.3.3 EXCEPT AS OTHERWISE PROVIDED IN SECTIONS 12.1.1 AND 12.2, WITH RESPECT TO A THIRD PARTY CLAIM FOR WHICH THE CONTRACTOR IS JOINTLY LIABLE WITH THE STATE (OR WOULD BE IF JOINED IN THE THIRD PARTY CLAIM), THE CONTRACTOR SHALL CONTRIBUTE TO THE AMOUNT OF EXPENSES (INCLUDING ATTORNEYS' FEES), JUDGMENTS, FINES AND AMOUNTS PAID IN SETTLEMENT ACTUALLY AND REASONABLY INCURRED AND PAID OR PAYABLE BY THE STATE IN SUCH PROPORTION AS IS APPROPRIATE TO REFLECT THE RELATIVE FAULT OF THE CONTRACTOR ON THE ONE HAND AND OF THE STATE ON THE OTHER HAND IN CONNECTION WITH THE EVENTS WHICH RESULTED IN SUCH EXPENSES, JUDGMENTS, FINES OR SETTLEMENT AMOUNTS, AS WELL AS ANY OTHER RELEVANT EQUITABLE CONSIDERATIONS. THE RELATIVE FAULT OF THE CONTRACTOR ON THE ONE HAND AND OF THE STATE 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 CONTRACTOR'S CONTRIBUTION AMOUNT IN ANY INSTANCE IS CAPPED TO THE SAME EXTENT IT WOULD HAVE BEEN CAPPED UNDER OREGON LAW IF IT HAD SOLE LIABILITY IN THE PROCEEDING.

12.4 LIMITATIONS. Except as provided in Section 3.4, this Agreement in no way limits a Contractor from responding with State owned vehicles, equipment and supplies under local authority, mutual-aid agreements, or other contracts under local authority.

12.5 NOTIFICATIONS: Contractor shall immediately report by telephone and in writing any demand, request, or occurrence that reasonably may give rise to a claim against the State. Such reports shall be directed to:

State Fire Marshal Hazardous Materials Duty Officer
3565 Trelstad Ave
Salem, Oregon 97317
503-378-3473
After Business Hours/Holidays: 503-584-2763

Copies of such written reports shall also be sent to:

State Risk Management Division
1225 Ferry Street SE.
Salem, Oregon 97310

13.0 SEVERABILITY.

If any provision of this Agreement is declared by a court 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 provision held to be invalid.

14.0 ACCESS TO RECORDS.

Subject to the state's Public Record Laws, each party to this Agreement, the federal government, and their duly authorized representatives shall have access to the other party's books, documents, investigative reports, papers and records which are directly pertinent to this Agreement for the purpose of making financial, maintenance or regulatory audit. Such records shall be maintained for at least six (6) years, or longer where required by law.

14.1 CONFIDENTIALITY.

Except as otherwise provided by law, each party to this Agreement agrees that they shall not in any way, disclose each other's confidential information to a third party. The rights and obligations set forth in this section shall survive termination of the Agreement.

15.0 AMENDMENTS.

15.1 This Agreement may be amended, modified, or supplemented only by a written amendment signed by the OSFM and Contractor that has been approved by the OSFM and the Oregon Department of Justice, if required by applicable law ("Amendment"). Any Amendment that provides for additional Services may only provide for Services directly related to the scope of Services described in the Agreement and no Amendment shall be effective until all requisite signatures and approvals are obtained.

15.2 Either the OSFM or Contractor may submit an Amendment request to amend this Agreement, including all Exhibits hereto, by submitting to the OSFM Agreement Administrator a written

Regional Hazardous Material Emergency Response Team Agreement – **HM11**

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Amendment request describing the change requested. The OSFM and Contractor's Authorized Representatives will review the written Amendment request and will mutually approve it for either amendment, further refinement, or reject it. In the event an Amendment request is approved for further refinement the parties agree that it may be refined by mutual agreement and submitted as an Amendment, or rejected.

- 15.3 OSFM may make changes to OSFM's Contract Administrator, or to the OSFM's Contact Person, listed in this Agreement, and such changes shall constitute contract administration for purposes of this Agreement. OSFM shall provide the Contractor notification of any such change in writing, which shall be effective without the necessity of a formal amendment to this Contract.

16.0 PAYMENT OF CONTRACTOR OBLIGATIONS.

Contractor agrees to make payment promptly, as due, to all persons furnishing services, equipment or supplies to Contractor. If Contractor fails, neglects, or refuses, to pay any such claims as they become due and for which the OSFM may be held liable, the proper officer(s) representing the OSFM, after ascertaining that the claims are just, due and payable, may, but shall not be required to, pay the claim and charge the amount of the payment against funds due Contractor under this Agreement. The payment of claims in this manner shall not relieve Contractor of any duty with respect to any unpaid claims.

17.0 NON-DISCRIMINATION.

Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Contractors are encouraged to recruit qualified women and minorities as RHMERT personnel.

18.0 DUAL PAYMENT.

Contractor shall not be compensated for work performed under this Agreement by any state agency or person(s) responsible for causing a hazardous materials emergency Incident except as approved and authorized under this Agreement.

19.0 PAYMENT FOR MEDICAL CARE.

Contractor agrees to make payment promptly, as due, to any person, partnership, association or corporation furnishing medical, surgical, hospital or other needed medical care to Contractor employees, except as noted in 4.1.2, Medical Surveillance. Such payment shall be made from all sums, which Contractor has agreed to pay for such services, and from all sums, which Contractor has 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. It is the intent of the parties that this section includes any collective bargaining agreements that the Contractor has entered into with Contractor employees.

20.0 INSURANCE COVERAGE.

Contractor shall obtain the insurance specified in this section 20 prior to performing under this Agreement and shall maintain it in full force and at its own expense throughout the duration of this Agreement and all warranty periods, if any. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in Oregon and that are acceptable to OSFM.

20.1 WORKERS' COMPENSATION INSURANCE. All employers, including Contractor, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Oregon workers' compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.

20.2 COMMERCIAL GENERAL LIABILITY. Contractor shall maintain in full force Commercial General Liability insurance of not less than \$2,000,000 per occurrence for any single claimant, and \$4,000,000 per occurrence for multiple claimants for Bodily Injury and Death, and not less than \$100,000 per occurrence for any single claimant, and \$500,000 per occurrence for multiple claimants for Property Damage, and shall provide that the State of Oregon, OSFM, and their divisions, officers and employees are Additional Insureds.

20.3 AUTOMOBILE LIABILITY. Contractor shall maintain in full force Automobile Liability Insurance of not less than \$2,000,000 per occurrence for any single claimant, and \$4,000,000 per occurrence for multiple claimants for Bodily Injury and Death, and not less than \$100,000 per occurrence for any single claimant, and \$500,000 per occurrence for multiple claimants for Property Damage, and shall provide that the State of Oregon, OSFM, and their divisions, officers and employees are Additional Insureds. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability").

20.4 "TAIL" COVERAGE. If any of the required liability insurance is on a "claims made" basis, "tail" coverage is required at the completion or termination of this Agreement for a duration of 24 months, or the maximum time period reasonably available in the marketplace. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for 24 months following Agreement completion or termination. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Agreement. If Continuous "claims made" coverage is used, Contractor shall be required to keep the coverage in effect for a duration of not less than 24 months from the end of the Agreement. This will be a condition of the final acceptance of work or services.

20.5 NOTICE OF CANCELLATION OR CHANGE. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days prior written notice from Contractor or its insurer(s) to OSFM.

20.6 CERTIFICATES OF INSURANCE. As evidence of the insurance coverage required by this Agreement, Contractor shall furnish acceptable insurance certificates to OSFM prior to commencing performance under this Agreement. The certificates must specify all of the parties who are Additional Insureds. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the State. Contractor shall pay for all deductibles, self-insured retentions and self-insurance.

20.7 ADDITIONAL INSURED. The Commercial General Liability and Automobile Liability insurance coverages required under this Agreement shall include the State of Oregon, OSFM, and its agencies, departments, divisions, commissions, branches, officers, employees, and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

21.0 GOVERNING LAW; VENUE; CONSENT TO JURISDICTION.

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

in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense of immunity, whether it is sovereign immunity or governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. CONTRACTOR, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

22.0 TERMINATION.

22.1 This Agreement may be terminated by mutual consent of both parties. This Agreement may be terminated by either party upon 180 days' notice, in writing, and delivered by certified mail or in person.

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

22.2.1 if OSFM funding from federal, state, or other sources is not obtained or continued at levels sufficient to allow for payment of costs under the terms of this Agreement. As an alternative to termination, the parties may instead agree to modify in writing the Agreement to accommodate a reduction in funding.

22.2.2 if federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or OSFM is no longer eligible for the funding proposed for payments by this Agreement.

22.2.3 if any license or certification required by law or regulation to be held by the Contractor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.

22.3 Any termination of the Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

22.4 Default. The OSFM or Contractor, by written notice of default (including breach of contract) to the other party, delivered by certified mail or in person, may terminate the whole or any part of this Agreement:

22.4.1 if the other party fails to provide services called for by this Agreement within the time specified herein or any extension thereof; or,

22.4.2 if the other party fails to perform any other provision of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and, after receipt of written notice from the other party, fails to correct such failures within 10 days or such longer period as the notice may authorize.

23.0 APPROVAL AUTHORITY.

Contractor's representative(s) certify by their signature herein that they have the necessary and lawful authority to enter into contracts and Agreements on behalf of the local government entity.

24.0 RESERVED.

25.0 WRITTEN NOTIFICATIONS.

Any written notifications required for the administration of this Agreement shall be sent to the following:

Office of State Fire Marshal
3565 Trelstad Ave
Salem, OR 97317

26.0 MERGER; WAIVER.

This Agreement and attached exhibits 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, consent, modification, or change of terms of this Agreement shall bind all parties unless in writing and signed by both parties and all necessary state approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of OSFM to enforce any provision of this Agreement shall not constitute a waiver by OSFM of that or any other provision.

27.0 REMEDIES.

In the event that Contractor violates any term or condition under this Agreement, OSFM shall have all remedies available to it under law, in equity, and under this Agreement.

28.0 NON-APPROPRIATION.

The State of Oregon's payment obligations, and Contractor's performance obligations, under this Agreement are conditioned upon OSFM receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow OSFM, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement. Contractor is not entitled to receive payment under this Agreement from any part of Oregon state government other than OSFM. Nothing in this Agreement is to be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon.

29.0 ALTERNATIVE DISPUTE RESOLUTION.

The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

30.0 TRAVEL REIMBURSEMENT COSTS.

30.1 The OSFM will reimburse Contractor for travel expenses authorized under this Agreement. The rates specified in the Oregon Accounting Manual as of the date Contractor incurs the travel expenses.

30.2 Contractor shall travel in the most efficient and cost-effective manner resulting in the best value to OSFM. The travel must comply with all the requirements specified in this section and must be for official business under this Agreement only. Contractor shall provide OSFM with receipts for all travel expenses over \$25.00 incurred for which Contractor seeks reimbursement.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the effective date shown in paragraph 1.1 above.

BY EXECUTION OF THIS CONTRACT, EACH PARTY HEREBY ACKNOWLEDGES THAT THEY HAVE READ THIS CONTRACT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

Signatures begin on following page.

Approving Signatures:

On Behalf of the State of Oregon,

Dated this _____ day of _____, 2017

Signature _____

Printed Name James Walker

State Fire Marshal
3565 Trelstad Ave
Salem, OR 97317-

On Behalf of _____

Dated this _____ day of _____, 2017

Signature _____

Printed Name _____

Title _____

Address _____

City _____ Zip _____

On Behalf of City of Astoria

Dated this _____ day of _____, 2017

Signature _____

Printed Name _____

Title _____

Address _____

City _____ Zip _____

On Behalf of City of Astoria

Dated this _____ day of _____, 2017

Signature _____

Printed Name _____

Title _____

Address _____

City _____ Zip _____

On Behalf of City of Astoria

Dated this _____ day of _____, 2017

Signature _____

Printed Name _____

Title _____

Address _____

City _____ Zip _____

On Behalf of City of Astoria

Dated this _____ day of _____, 2017

Signature _____

Printed Name _____

Title _____

Address _____

City _____ Zip _____

On Behalf of City of Astoria

Dated this _____ day of _____, 2017

Signature _____

Printed Name _____

Title _____

Address _____

City _____ Zip _____

On Behalf of City of Astoria

Dated this _____ day of _____, 2017


Signature _____

Printed Name _____

Title _____

Address _____

City _____ Zip _____



Digitally signed by BLAIR
HENNINGSGAARD
DN: cn=BLAIR HENNINGSGAARD, o, ou,
email=blair@astoria.law, c=US
Date: 2018.08.16 13:30:28 -08'00'

Regional Hazardous Material Emergency Response Team Agreement – HM11

EXHIBIT A

Regional Team Primary Response Area Boundary Description

Region 11 boundaries are identical to the Clatsop County boundaries, and within the boundaries of Clatskanie Rural Fire Protection District.

EXHIBIT B

INVENTORY OF
OSFM-OWNED EQUIPMENT
As of June 2017

COMPUTER SOFTWARE

Item Name	OSFM ID TAG #	Serial #	Model #
APPLE IPAD 32G WITH CELLULAR CAPABLE OPTIONS, LIFE PROOF CASE WITH HAND STRAP, HDMI ADAPTER - AV ADAPTER, VGA ADAPTER, SD CARD READER	25700-06750	DMPK3GNF18W	

DECONTAMINATION EQUIPMENT

Item Name	OSFM ID TAG #	Serial #	Model #
Brush, Roofing - Tampico			
Bucket, 5 gal plastic			
Hose, 5/8" x 50' Garden			
Pools; Collection (4 each disposable)			N/A
Pump; Manual Water			N/A
Shower, Wand -36"			
Shower; Indestructo Portable Decontamination			N/A

DETECTION EQUIPMENT

Item Name	OSFM ID TAG #	Serial #	Model #
Detector, TIFF Combustibles			TIF8800
Dosimeter, Dositec	25700-04360	250504	L36
Dosimeter, Dositec	25700-04361	250505	L36
Dosimeter, Dositec	25700-04362	250506	L36
Dosimeter, Dositec	25700-04363	250507	L36
Dosimeter, Dositec	25700-04364	250508	L36
Dosimeter, Dositec	25700-04365	250509	L36
Kit & Test Sets, Drager CDS/HazMat			
Kit, HazCat 2003 Upgrade			
Kit, Sensidyne Detection	ER0720		
Meter Vehicle Mtd. Radiation Survey	25700-05540	237151	M2401-EC2A
Meter Vehicle Mtd. Radiation Survey	25700-05541	237152	M2401-EC2A
Meter, Radiological Alarming Pocket Survey	25700-04430	201157	2401 EC2A
Meter, Radiological Alarming Pocket Survey	25700-04431	201158	2401 EC2A
Meter, Radiological Alarming Pocket Survey	25700-04432	201159	2401 EC2A
Meter, Radiological Alarming Pocket Survey	25700-04433	201160	2401 EC2A
Meter, Radiological Pancake Pocket Survey	25700-04475	212633	2401-P
Meter, Radiological Pancake Pocket Survey	25700-04476	212668	2401-P
Meter, Radiological Pancake Pocket Survey	25700-04477	212669	2401-P
METER; Earth/Ground Resistance Test		090609/4127	DET3TD
MINIRAE SYSTEM 3000 PID W/ 106.EV LAMP, RECHARGEABLE BATTERY, WIRELESS, ACCESSORY KIT WITH GAS AND REGULATOR	25700-06737	592-910269	

DETECTION EQUIPMENT (CONT.)

Item Name	OSFM ID TAG #	Serial #	Model #
Monitor, Canberra Ultraradiac Radiation	25700-05369	06063592	MRAD113
Monitor, Canberra Ultraradiac Radiation	25700-05370	06063594	MRAD113
Monitor, Canberra Ultraradiac Radiation	25700-05371	06063596	MRAD113
Monitor, Canberra Ultraradiac Radiation	25700-05372	06063601	MRAD113
MULTI RAE LITE WIRELESS PORTABLE, ONE TO SIX GAS CONFINED SPACE MONITOR	25700-06724		MAB3Z057Q4
Skedco			
Spectrometer, Portable I.R. (Smiths Det. HazMatID) Echo View	25700-03996	00508	023-1005

ELECTRONICS

Item Name	OSFM ID TAG #	Serial #	Model #
Adapter, ICOM Vehicle (via cigarette lighter)			
Antenna, Receiver and Controller (EntryLink) Calculator	25700-05492	EL3-RXA & C	SC-EL-N
Camera, EntryLink Wireless Video	25700-05491	EL3-238	SC-EL-N
Camera, Sony Digital 128 & 16 mg Mem Stick, Chgr, Floppy Adapter	0018	0394981K	DSC-S85
Camera, Thermal Imaging, FireFlir	25700-04954	100326	FF131
Charger, Act 6 Unit Radio Rack			
Charger, Radio / Pager (ICOM ICF50V)	25700-05925	5118321	N/A
Charger, Radio / Pager (ICOM ICF50V)	25700-05926	5118326	N/A
Charger, Radio / Pager (ICOM ICF50V)	25700-05927	5118327	N/A
Charger, Radio / Pager (ICOM ICF50V)	25700-05928	5118472	N/A
Charger, Radio / Pager (ICOM ICF50V)	25700-05929	5118475	N/A
Charger, Radio / Pager (ICOM ICF50V)	25700-05930	5118477	N/A
Charger, Radio, Travel Motorola HT1550xls			
Charger, Radio, Travel Motorola HT1550xls			
Computer, Dell Inspiron 5100 Laptop (Operating System for Smiths Det. HazMatID)	25700-03997	7998G51	5100
Computer, Dell Micro Laptop (Drone system for DS2 Docking Station)	25700-06343	D2BDXK1	Latitude
Computer, Panasonic Toughbook Laptop	25700-05907	7GKSA48661	CF-30
Monitor, Compaq 17" Flat Panel	0130	02120441715	292847-003
Monitor, Insignia Flat Screen Video/Television	25700-05516		14"
Pager, Motorola w/ charger	25700-03524	839SDY2CPW	Minitor IV
Pager, Motorola w/ charger	25700-03525	839SDY2CPX	Minitor IV
Pager, Motorola w/ charger	25700-03526	839SDY2CPZ	Minitor IV
Pager, Motorola w/ charger	25700-03523	839SDY2G9T	Minitor IV
Phone, Iridum Satellite (with docking station)	25700-06174	30021401142	9505A
Printer, Hewlitt Packard, All-in-One, 4 function	25700-05523	CNB1DF80S	HP OJ5610
Projector, Toshiba		62735736	TOSB2ULTRA
Radio, 128 Channel - UHF			
Radio, 128 Channel - UHF	ER2128		
Radio, 16 Channel - VHF - Midland		191286	Titan

ELECTRONICS (CONT.)

Item Name	OSFM ID TAG #	Serial #	Model #
Radio, 16 Channel - VHF - Midland		191289	Titan
Radio, Portable Motorola, HT1250 VHF	0472	749TDEB595	HT1250
Radio, Portable Motorola, HT1250 VHF	0475	749TDEB596	HT1250
Radio, Portable Motorola, HT1250 VHF	0473	749TDEB598	HT1250
Radio, Portable Motorola, HT1250 VHF	0471	749TDEB599	HT1250
Radio, Portable Motorola, HT1250 VHF	0476	749TDEB600	HT1250
Radio, Portable Motorola, HT1250 VHF	0474	749TDEB602	HT1250
Radio, Portable Motorola, HT1250 VHF	0477	749TDEB726	HT1250
Radio, Portable Motorola, HT1250 VHF	0470	749TDEB727	HT1250
Radio, Throat, Mic Motorola HT1250	0462		
Radio, Throat, Mic Motorola HT1250	0463		
Radio, Throat, Mic Motorola HT1250	0464		
Radio, Throat, Mic Motorola HT1250	0465		
Radio, Throat, Mic Motorola HT1250	0466		
Radio, Throat, Mic Motorola HT1250	0467		
Radio, Throat, Mic Motorola HT1250	0468		
Radio, Throat, Mic Motorola HT1250	0469		
Radio, VHF Handset Pager (ICOM IC-F50V)	25700-05965	1104239	IC-F50V
Radio, VHF Handset Pager (ICOM IC-F50V)	25700-05966	1104266	IC-F50V
Radio, VHF Handset Pager (ICOM IC-F50V)	25700-05967	1104267	IC-F50V
Radio, VHF Handset Pager (ICOM IC-F50V)	25700-05968	1104268	IC-F50V
Radio, VHF Handset Pager (ICOM IC-F50V)	25700-05969	1104269	IC-F50V
Radio, VHF Handset Pager (ICOM IC-F50V)	25700-05970	1104270	IC-F50V
Recorder, Voice Activated Tape (Radio Shack)			
Station, Iridium 9505A Docking	25700-06174		9505A
Tripod, Antenna & Mast	25700-05493		SC-EL-N
USB Flash Drive			

LEAK CONTROL EQUIPMENT

Item Name	OSFM ID TAG #	Serial #
Model #		
Clamp, Pat-Lock Tanker Dome - 2 ea		PLDC-82
Kit, Initial		
Kit, Universal Leak Control		
Leaker 6000		
RAILROAD TANK CAR GAUGE KIT	25700-06982	

LIBRARY RESOURCES

Item Name	OSFM ID TAG #	Serial #	Model #
Book, Merck Index, Twelfth Edition, 1996			
Dictionary, Hawley's Condensed Chemical Dictionary, Thirteenth Edition, 1997			
Guide, American Railroad Emergency Action / Emergency Action Guides, 1997			
Guide, Effects of Exposure to Toxic Gases, First Aid & Medical Treatment, Third Edition, 1988			
Guide, Hazardous Materials Air Monitoring & Detection Devices, 2002			
Guide, NFPA Fire Protection Guide on Hazardous Materials, Twelfth Edition, 1997			

LIBRARY RESOURCES (CONT.)

Item Name	OSFM ID TAG #	Serial #	Model #
Guide, Occupational Exposure Values, 1999			
Guide, ODOT Emergency Response Guidebook, 2000			
Guide, OSFM's Hazmat Team's Reference - Monitor Guide Book			
Guide, Pestline, Material Safety Data Sheet for Pesticides and Related Chemicals, 2 vol, First Edition			
Guide, Pocket Guide to Chemical Hazards, 1997			
Guide, Reference, Firefighter Hazardous Materials Reference Book, Second Edition			
Guide, Sax's Dangerous Properties of Industrial Materials, 3 vol, Tenth Edition, 1999			
Handbook, CHRIS Response Methods			
Handbook, Compressed Gases, Fourth Edition, 1999			
Handbook, Emergency Handling of Hazardous Materials in Surface Transportation			
Handbook, Farm Chemicals & CD			
Handbook, Firefighter Handbook to Hazardous Materials			
Handbook, Health Physics and Radiological Health, Third Edition, 1998			
Handbook, Jane's Chem Bio 2001			
Handbook, Preparing for Biological Terrorism, 2002			
Handbook, Preparing for Terrorism, 2002			
Handbook, Terrorism Handbook for Operational Responders, 2002			
Manual, GATX Tank Car			

MISC EQUIPMENT

Item Name	OSFM ID TAG #	Serial #	Model #
Binoculars	ER2394		
Drum Up Ender			
Lantern, Stream-light	ER2481		
Lantern, Stream-light	ER2482		
Light, Focus 1000w Telescoping			
FC530M10-B			
Potty, Porta			
Pump, Siphon	ER2392		
Scope, Spotting	ER2393		
Tripod, Scene Lighting	25700-05791		LTP600
Tripod, Scene Lighting	25700-05792		LTP600

PERSONAL PROTECTIVE EQUIPMENT

Item Name	OSFM ID TAG #	Serial #	Model #
Air-Paks, SCBA & Bottles (8 units)			
Bag, Black Fleece Line SCBA Mask - 12 ea			
Bag, Equipment/Gear			B80RS
Bag, Red Fleece lined SCBA Mask			MB400R
Boot, Chemical Protective - (12 PR)			87007-M
Boots, Firewalker Bunker - 3 pr			
Boots, Turnout, Servus Fighting Weight Aluminized Trim - 1			BTS1406-
Devices, Personal Floatation (PFD)			
Gloves, Nomex Hoods/Firefigher - 3 pr			
Helmet, Bullard FX Yellow w/goggles			

PERSONAL PROTECTIVE EQUIPMENT (CONT.)

Item Name	OSFM ID TAG #	Serial #	Model #
Helmet, Carins Fire - 3 ea			
Jumpsuits, Nomex - 8 ea			
Kit, Scott SCBA Specticle			UNK
Kit, TrellChem Suit Repair & UniAdapter Fitting	25700-06331		
Mask, Scott SCBA Face - Assorted Sizes			805773-03
Shield, Polycarb Face - 2 ea			
Suit, TrellChem VPS Flash Chemical	25700-06312	7005486	VPS/VP1
Suit, TrellChem VPS Flash Chemical	25700-06313	7005487	VPS/VP1
Suit, TrellChem VPS Flash Chemical	25700-06314	7005488	VPS/VP1
Suit, TrellChem VPS Flash Chemical	25700-06315	7005489	VPS/VP1
Suit, TrellChem VPS Flash Chemical	25700-06316	7005492	VPS/VP1
Suit, TrellChem VPS Flash Chemical	25700-06317	7005496	VPS/VP1
Suit, TrellChem VPS Flash Chemical	25700-06318	7005497	VPS/VP1
Suit, TrellChem VPS Flash Chemical	25700-06319	7005498	VPS/VP1
Thermometer, Digital Tympanic			
Trelleborg Repair Kit			
Trelleborg Test Kit			
Turnouts, Coat Gold Kevlar/Nomex 54i2Crosstech - (9 ea)			MES014000
Turnouts, Pant Gold Kevlar/Nomex 54i2Crosstech - (6 ea)			MES014000
Vest, Incident Command - (1 set 5 assorted)			

SUPPRESSION EQUIPMENT

Item Name	OSFM ID TAG #	Serial #	Model #
Applicator, Pro Pak Foam			
Extinguisher, ABC Dry Chem - 20lb			
Extinguisher, CO2 - 20lb			

TOOLS

Item Name	OSFM ID TAG #	Serial #	Model #
Air Compressor, Sears	ER2655		
Bar, Pinch			
Bar, Pry 24"			
Brush, Wire			
Cart, Little Giant Garden			
Chisel Set - 1/4, 1/2, 7/8			
Drill, Pneumatic Air 1/2" (JET-Tools)			JSM 712
Drill, Porter Cable			
Extractors, Easy-Out/Stud			
Generator, Honda EM 5000 Gas Powered			
Hammer, Dead Blow			
Kit, Grounding/Bonding Equipment, 25ft - 2 ea	ER2620		
Kit, Grounding/Bonding Equipment, 50ft - 2 a	ER2620		
Kit, Lockout/Tagout			
Knife, Putty			
Mallet, Rubber			

TOOLS (CONT.)**Item Name****OSFM ID TAG # Serial # Model #**

NS Maul - 2 lb
 NS Scraper
 NS Screw Driver 24"
 NS Wrench, Pipe - 36"
 NS Wrench, Pipe - 18"
 NS Wrench, Pipe - 24"
 Pliers, Vice Grip
 Pump, Wilden Mdl. 200 w/hose kit
 Saw, 3 1/8" Hole (3 ea.)
 Saw, Craftsman Hand
 Saw, Hack
 Saw, Rescue
 Sawzall, 18 volt Milwaukee Power-Plus
 Screwdriver, Phillips Head - 2 ea
 Screwdriver, Straight - 2 ea
 Set, Drift Pin Punch 1/4, 3/8, 1/2
 Set, Punch
 Shears, Aviation Left
 Shears, Aviation Right
 Shears, Aviation Straight
 Shovel, round point
 Shovel, Scoop - Aluminum
 Shovel, square point
 Tool Box - general purpose, hand carry- 2 ea
 Wrench, Pipe 18"

VEHICLE**Item Name****OSFM ID TAG # Serial # Model #**

Chains, Tire - Link, Cam/Lock		
Chocks, Wheel set of 2		
Trailer, 14' Wells Cargo -- E210296		1WC200F24X
Trailer, 36' Wells Cargo Fifth Wheel -- E210295		1WC200R3XX
Truck, RAM 5500		
Truck/Tractor, 1999 International 4700 -- E211833		

EXHIBIT C

**FUNDING AVAILABLE FOR THE OSFM TO PURCHASE AND MAINTAIN
OSFM-OWNED EQUIPMENT
2017-2019 Biennium Funding**

**Funding Available for the OSFM to
Purchase and Maintain OSFM-Owned Equipment \$16,000.00**

Vehicle(s) and Equipment Loans. The OSFM agrees to loan to the Contractor the OSFM-Owned Equipment specified in Exhibit "B" of this Agreement. Replacement of OSFM-owned capital equipment, expendable items, PPE, and other equipment will be provided as necessary by prior approval of OSFM, pursuant to Section 3.4 and OSFM's approved purchasing process.

The OSFM encourages contractor to follow the recommendation of the HazMat Equipment Committee for the selection of PPE suits, however the OSFM shall have no responsibility or liability whatsoever arising out of Contractor's choice of PPE suits, their safety, reliability, testing of the PPE suits, or their maintenance.

OSFM-Owned PPE suits shall be procured according to the procedure established in Standard Operating Guideline T021, all applicable provisions of ORS chapters 279A and 279B, and Contractor's own procurement ordinances, codes, rules and regulations.

EXHIBIT D**SPECIALIZED TRAINING
2017-2019 Biennium Funding**

Funds for approved Technician level specialized training are available under this Agreement as follows:

Funding Available for Specialized Training..... \$35,374.08

Funding is calculated by 16 team members x \$2,210.88. It is not the intent of the OSFM for each team member to receive or be limited to \$2,210.88. Reimbursement for training cost during 2017-2019 biennium is not to exceed \$35,374.08.

The OSFM will provide funding for advanced training and education to Contractor RHMERT employees as specified in this exhibit if approved by the OSFM in advance. All such training and selection of training or training providers must comply with all federal, state and local rules and regulations and be approved by OSFM. If training is approved, the OSFM agrees to pay the cost of tuition, per diem, personnel costs, and travel expenses at the rates specified in Section 30 of this Agreement utilizing funds in this exhibit to pay for all above mentioned expenses.

Contractor may elect to use up to 100% of funding available in this exhibit for the reimbursement of personnel costs incurred as a result of RHMERT employees attending advanced training. OSFM will track how money is spent, and see if it is feasible to continue allowing 100% of funding available in this exhibit for the reimbursement of personnel costs in future contracts.

On a case by case basis, additional specialized training funds may be available for new team members to attend Technician Weeks 1 – 4.

EXHIBIT E

**MEDICAL SURVEILLANCE
2017-2019 Biennium Funding**

Funds for approved medical surveillance exams are available for Contractor RHMERT employees under this Agreement as follows:

Up to **16** of Contractor’s RHMERT employees may receive medical surveillance exam(s), up to a maximum cost of \$728.70 per person. Total Medical Surveillance examinations for all of Contractor’s RHMERT employees shall not exceed total funding available for medical surveillance shown below.

This amount shown above is the per-person maximum payable for medical surveillance exam(s) during the 2017-2019 biennium. It is understood that costs will vary for baseline, maintenance and exit exams, and therefore, the total funding available for medical surveillance *is not* based on the maximum per-person allowance, but rather on \$728.70 per person *average* cost. This allows *flexibility* in the per-person cost *within* the maximum funding available for medical surveillance.

Funding Available for Medical Surveillance Exams	
Not to Exceed.....	\$11,659.20

EXHIBIT F**Extraordinary Response Cost Fee Schedule – Part I
2017-2019****SECTION 1: Extraordinary Response Costs Reimbursed to Contractor**

Pursuant to Section 4 of this Agreement, OSFM shall reimburse Contractor and seek compensation from the Responsible Person(s) for OSFM-approved extraordinary response costs incurred by Contractor in response to a hazardous materials incident at the following rates:

<u>Item</u>	<u>Cost</u>
Each contractor owned Engine.....	\$100.00 per hour
Each contractor owned Ariel Ladder Vehicle.....	\$150.00 per hour
Cellular, Mobile, and Specialized Mobile Radio	
.....	\$50.00 per incident per phone (SMR)
Contractor-owned Personal Protective Equipment damaged or destroyed during the response to the Hazardous Materials Incident	Actual Replacement Expense
Contractor-owned Materials and Supplies.....	Actual Replacement Expense
Exposure Medical Exam.....	Actual Expense
RHMERT Operations Rehabilitation Costs	Actual Expense
Rental of equipment or materials by Contractor	Actual Expense

Any Contractor-owned vehicles and apparatus used during a RHMERT Operation not listed above will be charged at a rate identified in the OSFM State Mobilization Plan under Equipment Rates, available for review on OSFM's website.

Source of replacement materials and supplies may be selected by contractor.

EXHIBIT F (cont'd)**SECTION 2: Extraordinary Response Costs Not Reimbursed to Contractor**

OSFM shall not pay compensation to Contractor for the following non-reimbursed extraordinary response costs, but OSFM shall seek compensation from the Responsible Person(s) for Contractor's use of OSFM-owned vehicles, equipment, materials, and other extraordinary response costs incurred in response to a Hazardous Materials Incident at the following rates:

<u>Item</u>	<u>Cost</u>
Use of OSFM-owned HM Response Vehicle	\$200.00 per hour
Use of OSFM-owned HM Initial Response Vehicle	\$125.00 per hour
Repair or replacement of OSFM-owned Personal Protective Equipment damaged or destroyed during the response to the Hazardous Materials Incident	Actual Replacement Expense
OSFM-Owned Materials and Supplies	Actual Replacement Expense
Exposure Medical Exam	Actual Expense
Rental of equipment or materials by OSFM	Actual Expense
Source of replacement materials and supplies shall be selected by the OSFM.	

Other Associated Costs

A response to a hazardous materials incident may incur other extraordinary response costs which cannot be anticipated. These costs may include, but are not limited to, replacement and repair costs for damaged or expended equipment and supplies. OSFM shall seek compensation from the Responsible Person(s) for these other associated extraordinary response costs on an actual cost basis.

EXHIBIT G**Extraordinary Response Cost Fee Schedule – Part II****COMPENSATION FOR CONTRACTOR'S RESPONSE PERSONNEL
2017-2019**

OSFM shall reimburse Contractor and seek compensation from the Responsible Person(s) for Contractor personnel utilized in response to a hazardous materials Incident at the following rates:

<u>Personnel Category</u>	<u>Hourly Rate</u>
HazMat Team Member – Non Officer/Firefighter – Straight Time	\$47.13
HazMat Team Member – Non Officer/Firefighter – Overtime	\$55.91
HazMat Team Member – Non Officer/Engineer – Straight Time	\$55.61
HazMat Team Member – Non Officer/Engineer – Overtime	\$60.48
HazMat Team Member – Officer/Lieutenant – Straight Time	\$59.96
HazMat Team Member – Officer/Lieutenant - Overtime	\$66.43
HazMat Team Member – Officer/Fire Chief – Straight Time	\$87.63
HazMat Team Member – Officer/Fire Chief - Overtime	\$98.00

All other support personnel at actual costs.

EXHIBIT G (cont'd)Hourly Personnel Response Rate
Calculation Worksheets**NON-OFFICER**

Firefighter – Straight Time

NOTE: Base Hourly Rate/Non-Officer is calculated at the straight time rate for the highest paid, technician trained team member at this rank who is not an officer.

BASE SALARY	\$ 22.8000
Regular hourly rate \$22.80 =	
INSURANCE/BENEFITS	\$ 2.6200
Premium paid per month \$637.54 ÷ 243.33 hours worked per month =	
PERS	\$ 4.0713
Employer's contribution paid per month \$990.68 ÷ 243.33 hrs worked per month =	
WORKERS COMP INSURANCE	\$ 0.3192
Base hourly rate \$22.80 x 0.014 =	
<u>FICA* (Medicare 1.45%, OASDI 6.2%)</u>	\$ 1.7442
Base hourly rate \$22.80 x 7.65 % =	
UNEMPLOYMENT TAX**	\$ 0.0000
Base hourly rate 0 x 0.00 % =	
PAYROLL TAX**	\$ 0.0000
Base hourly rate 0 x 0.00 % =	
RESPONSE AVAILABILITY RATE	\$ 15.5788
TOTAL HOURLY RATE	\$ 47.13

* Percentage for calculation provided by Oregon State Police Payroll System, effective March 7, 2017

** Unemployment and Payroll Taxes are local taxes which, if applicable, are calculated by the percentage allowed by local laws.

EXHIBIT G (cont'd)Hourly Personnel Response Rate
Calculation Worksheets**NON-OFFICER**

Firefighter – Overtime

NOTE: Base Hourly Rate/Non-Officer is calculated at the overtime rate for the highest paid, technician trained team member at this rank who is not an officer.

BASE SALARY	\$ 34.2000
Regular hourly rate $\$22.80 \times 1.5 =$	
INSURANCE/BENEFITS	\$ 0.0000
Premium paid per month $0 \div 0$ hours worked per month =	
PERS	\$ 4.0713
Employer's contribution paid per month $\$990.68 \div 243.33$ hrs worked per month =	
WORKERS COMP INSURANCE	\$ 0.3192
Base hourly rate $\$22.80 \times 0.014 =$	
<u>FICA* (Medicare 1.45%, OASDI 6.2%)</u>	\$ 1.7442
Base hourly rate $\$22.80 \times 7.65\% =$	
UNEMPLOYMENT TAX**	\$ 0.0000
Base hourly rate $0 \times 0.00\% =$	
PAYROLL TAX**	\$ 0.0000
Base hourly rate $0 \times 0.00\% =$	
RESPONSE AVAILABILITY RATE	\$ 15.5788
TOTAL HOURLY RATE	\$ 55.91

* Percentage for calculation provided by Oregon State Police Payroll System, effective March 7, 2017

** Unemployment and Payroll Taxes are local taxes which, if applicable, are calculated by the percentage allowed by local laws.

EXHIBIT G (cont'd)Hourly Personnel Response Rate
Calculation Worksheets**NON-OFFICER**

Engineer – Straight Time

NOTE: Base Hourly Rate/Non-Officer is calculated at the straight time rate for the highest paid, technician trained team member at this rank who is not an officer.

BASE SALARY	\$ 24.8000
Regular hourly rate \$24.80 =	
INSURANCE/BENEFITS	\$ 7.5282
Premium paid per month \$1,831.83 ÷ 243.33 hours worked per month =	
PERS	\$ 5.4575
Employer's contribution paid per month \$1,327.98 ÷ 243.33 hrs worked per month =	
WORKERS COMP INSURANCE	\$ 0.3472
Base hourly rate \$24.80 x 0.014 =	
<u>FICA* (Medicare 1.45%, OASDI 6.2%)</u>	\$ 1.8972
Base hourly rate \$24.80 x 7.65 % =	
UNEMPLOYMENT TAX**	\$ 0.0000
Base hourly rate 0 x 0.00 % =	
PAYROLL TAX**	\$ 0.0000
Base hourly rate 0 x 0.00 % =	
RESPONSE AVAILABILITY RATE	\$ 15.5788
TOTAL HOURLY RATE	\$ 55.61

* Percentage for calculation provided by Oregon State Police Payroll System, effective March 7, 2017

** Unemployment and Payroll Taxes are local taxes which, if applicable, are calculated by the percentage allowed by local laws.

EXHIBIT G (cont'd)Hourly Personnel Response Rate
Calculation Worksheets**NON-OFFICER**

Engineer – Overtime

NOTE: Base Hourly Rate/Non-Officer is calculated at the overtime rate for the highest paid, technician trained team member at this rank who is not an officer.

BASE SALARY	\$ 37.2000
Regular hourly rate $\$24.80 \times 1.5 =$	
INSURANCE/BENEFITS	\$ 0.0000
Premium paid per month $0 \div 0$ hours worked per month =	
PERS	
Employer's contribution paid per month $\$1,327.98 \div 243.33$ hrs worked per month =	\$ 5.4575
WORKERS COMP INSURANCE	\$ 0.3472
Base hourly rate $\$24.80 \times 0.014 =$	
<u>FICA* (Medicare 1.45%, OASDI 6.2%)</u>	\$ 1.8972
Base hourly rate $\$24.80 \times 7.65\% =$	
UNEMPLOYMENT TAX**	\$ 0.0000
Base hourly rate $0 \times 0.00\% =$	
PAYROLL TAX**	\$ 0.0000
Base hourly rate $0 \times 0.00\% =$	
RESPONSE AVAILABILITY RATE	\$ 15.5788
TOTAL HOURLY RATE	\$ 60.48

* Percentage for calculation provided by Oregon State Police Payroll System, effective March 7, 2017

** Unemployment and Payroll Taxes are local taxes which, if applicable, are calculated by the percentage allowed by local laws.

EXHIBIT G (cont'd)
 Hourly Personnel Response Rate
 Calculation Worksheets

OFFICER
 Lieutenant – Straight Time

NOTE: Base Hourly Rate/Officer is calculated at the straight time rate for the highest paid, technician trained team member at this rank who is an officer.

BASE SALARY	\$ 27.9900
Regular hourly rate \$27.99 =	
INSURANCE/BENEFITS	\$ 7.5282
Premium paid per month \$1,831.83 ÷ 243.33 hours worked per month =	
PERS	
Employer's contribution paid per month \$1,540.13 ÷ 243.33 hrs worked per month =	\$ 6.3294
WORKERS COMP INSURANCE	\$ 0.3919
Base hourly rate \$27.99 x 0.014 =	
<u>FICA* (Medicare 1.45%, OASDI 6.2%)</u>	\$ 2.1412
Base hourly rate \$27.99 x 7.65 % =	
UNEMPLOYMENT TAX**	\$ 0.0000
Base hourly rate 0 x 0.00 % =	
PAYROLL TAX**	\$ 0.0000
Base hourly rate 0 x 0.00 % =	
RESPONSE AVAILABILITY RATE	\$ 15.5788
TOTAL HOURLY RATE	\$ 59.96

* Percentage for calculation provided by Oregon State Police Payroll System, effective March 7, 2017

** Unemployment and Payroll Taxes are local taxes which, if applicable, are calculated by the percentage allowed by local laws.

EXHIBIT G (cont'd)
 Hourly Personnel Response Rate
 Calculation Worksheets

OFFICER
 Lieutenant – Overtime

NOTE: Base Hourly Rate/Officer is calculated at the overtime rate for the highest paid, technician trained team member at this rank who is an officer.

BASE SALARY	\$ 41.9850
Regular hourly rate $\$27.99 \times 1.5 =$	
INSURANCE/BENEFITS	\$ 0.0000
Premium paid per month $0 \div 0$ hours worked per month =	
PERS	
Employer's contribution paid per month $\$1,540.13 \div 243.33$ hrs worked per month =	\$ 6.3294
WORKERS COMP INSURANCE	\$ 0.3919
Base hourly rate $\$27.99 \times 0.014 =$	
<u>FICA* (Medicare 1.45%, OASDI 6.2%)</u>	\$ 2.1412
Base hourly rate $\$27.99 \times 7.65\% =$	
UNEMPLOYMENT TAX**	\$ 0.0000
Base hourly rate $0 \times 0.00\% =$	
PAYROLL TAX**	\$ 0.0000
Base hourly rate $0 \times 0.00\% =$	
RESPONSE AVAILABILITY RATE	\$ 15.5788
TOTAL HOURLY RATE	\$ 66.43

* Percentage for calculation provided by Oregon State Police Payroll System, effective March 7, 2017

** Unemployment and Payroll Taxes are local taxes which, if applicable, are calculated by the percentage allowed by local laws.

EXHIBIT G (cont'd)Hourly Personnel Response Rate
Calculation Worksheets**OFFICER**

Fire Chief – Straight Time

NOTE: Base Hourly Rate/Officer is calculated at the straight time rate for the highest paid, technician trained team member at this rank who is an officer.

BASE SALARY	\$ 46.2900
Regular hourly rate \$46.29 =	
INSURANCE/BENEFITS	\$ 10.3635
Premium paid per month \$1,796.00 ÷ 173.3 hours worked per month =	
PERS	\$ 9.4403
Employer's contribution paid per month \$1,636.00 ÷ 173.3 hrs worked per month =	
WORKERS COMP INSURANCE	\$ 1.3887
Base hourly rate \$46.29 x 0.03 =	
<u>FICA * (Medicare 1.45%, OASDI 6.2%)</u>	\$ 3.5412
Base hourly rate \$46.29 x 7.65% =	
UNEMPLOYMENT TAX**	\$ 0.0324
Base hourly rate \$46.29 x 0.07% =	
PAYROLL TAX**	\$ 0.9906
Base hourly rate \$46.29 x 2.14% =	
RESPONSE AVAILABILITY RATE	\$ 15.5788
TOTAL HOURLY RATE	\$ 87.63

* Percentage for calculation provided by Oregon State Police Payroll System, effective March 7, 2017

** Unemployment and Payroll Taxes are local taxes which, if applicable, are calculated by the percentage allowed by local laws.

EXHIBIT G (cont'd)Hourly Personnel Response Rate
Calculation Worksheets**OFFICER**

Fire Chief – Overtime

NOTE: Base Hourly Rate/Officer is calculated at the overtime rate for the highest paid, technician trained team member at this rank who is an officer.

BASE SALARY	\$ 69.4350
Regular hourly rate $\$46.29 \times 1.5 =$	
INSURANCE/BENEFITS	\$ 0.0000
Premium paid per month $0 \div 0$ hours worked per month =	
PERS	\$ 9.4403
Employer's contribution paid per month $\$1,636.00 \div 173.3$ hrs worked per month =	
WORKERS COMP INSURANCE	\$ 0.0000
Base hourly rate $0 \times 0.00 =$	
<u>FICA* (Medicare 1.45%, OASDI 6.2%)</u>	\$ 3.5412
Base hourly rate $\$46.29 \times 7.65 \% =$	
UNEMPLOYMENT TAX**	\$ 0.0000
Base hourly rate $0 \times 0.00\% =$	
PAYROLL TAX**	\$ 0.0000
Base hourly rate $0 \times 0.00 \% =$	
RESPONSE AVAILABILITY RATE	\$ 15.5788
TOTAL HOURLY RATE	\$ 98.00

* Percentage for calculation provided by Oregon State Police Payroll System, effective March 7, 2017

** Unemployment and Payroll Taxes are local taxes which, if applicable, are calculated by the percentage allowed by local laws.

EXHIBIT H

**FUNDING FOR CONTRACTOR PROGRAM OUTREACH
2017-2019 Biennium Funding**

Funds for approved outreach training, allowing team personnel to interface with, educate and train other local agencies.

Funding Available for Contractor Program Outreach \$6,342.00

EXHIBIT I

**FUNDING FOR CONTRACTOR SUB-COMMITTEE AND SPECIAL PROJECTS
PARTICIPATION
2017-2019 Biennium Funding**

Funds for approved sub-committee and special projects participation.

Funds can be used for personnel and backfill costs associated with team members participating on a sub-committee or special project. Associated travel and per diem costs shall also be deducted from this fund.

Funding available in this exhibit for the reimbursement of sub-committee or special projects costs is a pilot project for the 2017-2019 biennium and will be reviewed before the next contract cycle. OSFM will track how money is spent, and see if it is feasible to continue funding this exhibit for future contracts.

Funding Available for Sub-Committee and Special Projects Participation \$5,000.00

EXHIBIT J**SUMMARY - 2017-2019 BIENNIUM FUNDING AVAILABLE
FOR STAND-BY COSTS**

Funding Available For The OSFM to Purchase And Maintain OSFM-Owned Equipment – 2017-2019 Biennium Funding - (See Exhibit C)	\$16,000.00
Specialized Training –2017-2019 Biennium Funding - (See Exhibit D)	\$35,374.08
Medical Surveillance –2017-2019 Biennium Funding - (See Exhibit E)	\$11,659.20
Funding for Contractor Program Outreach –2017-2019 Biennium Funding – (See Exhibit H)	\$6,342.00
Funding for Contractor Sub-Committee and Special Project Participation – 2017-2019 Biennium Funding (See Exhibit I)	\$5,000.00
Total 2017-2019 Biennium Funding Available for Stand-By Costs	\$74,375.28


EXHIBIT K

State Spill Response Revolving Fund

2017 -2019 Biennium Funding..... \$300,000.00

This is the ***Total*** State Spill Revolving Funding limitation available for the 2017-2019 biennium RHMERT services by ***all*** Contracted RHMERT's. This does ***not*** guarantee that any Contractor will be reimbursed for any specific amount from the State Spill Revolving Fund; only that funding in this amount is available for reimbursement of emergency response team costs within any OSFM limitation or appropriation.



DATE: August 9, 2018
TO: MAYOR AND CITY COUNCIL
FROM:  BRETT ESTES, CITY MANAGER
SUBJECT: MEMORANDUM OF UNDERSTANDING – SUNSET EMPIRE AMATEUR RADIO CLUB

DISCUSSION/ANALYSIS

The Public Works Department manages a water treatment facility and a 3700 acre watershed near Svensen Oregon, approximately 10 miles southeast of Astoria. Due to the location of this facility, City computer network connectivity (which is vital to efficient operations) is slow and unreliable. For several years, City staff have explored options to provide a faster, more resilient network connection to the facility. With assistance from iFocus (City Information Technology (IT) Consultants) and the Sunset Empire Amateur Radio Club (SEARC), we developed a secure, cost effective solution that utilizes a wireless point-to-point system that can be installed on existing infrastructure.

This system will use a series of small (17" diameter) radio dishes mounted to Public Works facilities and towers located on Wickiup and Megler Mountains to provide connection to the City's network (see attached diagram). This project will provide a multitude of benefits and opportunities for operations at the City's water treatment facility. We anticipate a dramatic increase to network connectivity speeds (20-100 times). This will allow better utilization of our existing telemetry and supervisory control and data acquisition (SCADA) system. These allow our staff to remotely optimize and monitor facility operations such as flow and water sampling. We will also be able to add additional monitoring and controls to the system in the future. The cost to complete this project is estimated at \$9,500 and budget is available in the Public Works Improvement Fund.

Additionally, the enhanced network connection will allow for more robust security in the watershed. This will initially include several security cameras to monitor the Bear Creek Dam, but may expand in the future as needs arise.

The Sunset Empire Amateur Radio Club (SEARC) has offered to partner with the City for use of radio towers they own and/or manage on Wickiup and Megler Mountains. This partnership is critical to maintaining a cost effective solution to improving the network connectivity. The construction of our own radio towers would add considerable cost to the project.

SEARC president, Dana Gandy, has been a valuable resource during the development

of this project. We worked closely with him and SEARC to develop a Memorandum of Understanding (MOU) that documents our proposed partnership. The MOU is attached and includes details of expectations and responsibilities. The City Attorney has reviewed and approved the document as to form.

RECOMMENDATION

It is recommended that City Council execute the Memorandum of Understanding with the Sunset Empire Amateur Radio Club to facilitate better network connectivity to the water headworks facility and Astoria Watershed.

By: 
Jeff Harrington, Public Works Director

Prepared by: 
Nathan Crater, City Engineer

MEMORANDUM OF UNDERSTANDING

BETWEEN

Sunset Empire Amateur Radio Club (SEARC) and the City of Astoria

RECITALS

The Sunset Empire Amateur Radio Club (SEARC) and the City of Astoria (City) each provide routine and emergency radio communications.

SEARC is a 501(c)(3) tax exempt non-profit service organization of local radio amateurs who maintain and operate radio repeater facilities that provide amateur radio communications for the coastal communities of Clatsop County.

The members of SEARC recognize a primary responsibility of the Amateur Radio Service, as established by Part 97 of the Federal Communications Commission's regulations, is rendering public service communication, particularly in times of emergency, when normal communications are not available.

Since its inception SEARC has taken the lead in establishing a reliable amateur radio repeater system to serve Clatsop County. Through these efforts, SEARC continues to build, maintain and operate the Columbia Pacific Amateur Radio Network, a group of linked amateur radio repeaters, to provide reliable emergency radio communications in the event of a disaster or emergency situation.

The **City** is a municipal corporation of the State of Oregon. The City owns the Wickiup Watershed, manages that property for the provision of drinking water to its residents and several outlying water districts. The City restricts access to this property.

I. Purpose

The purpose of this document is to describe the parties' agreement to allow SEARC to access and maintain a repeater facility within the Wickiup watershed and permit the City to co-locate its equipment at SEARC's facility on Wickiup Mountain and at KMUN's facility on Megler Mountain in Washington.

II. Method of Cooperation

SEARC and the City agree to the following:

A. SEARC will be permitted to access the Wickiup watershed to access and maintain SEARC's existing facilities within the watershed. SEARC will be allowed to utilize the City's mutual access rights with the adjacent property owners, whether formal, implied or prescriptive, to access their facility.

B. SEARC will allow the City to co-locate City equipment on SEARC's existing facilities within the Wickiup watershed and will allow the City to operate under SEARC's agreement with other communications agencies to facilitate communication with the City's watershed.

C. SEARC will allow the City to co-locate City equipment with SEARC'S at the KMUN facility on Megler Mountain. Written permission from the KMUN is required.

D. The City agrees to work with SEARC to improve the reliability and resiliency of any SEARC facilities the City uses when upgrades are considered or necessary. Facility upgrades will be managed by and become the property of SEARC upon completion.

E. The City agrees to supply SEARC with lists its emergency contacts on an annual basis. SEARC agrees to supply the City of Astoria with pertinent information and points of contact from its organization on an annual basis.

F. Each organization will distribute copies of this Memorandum of Understanding (MOU) to the responsible representatives of the organization.

III. Implementation of Shared Communications Equipment

With regard to City equipment installed in SEARC facilities:

1. Any City owned equipment located in a SEARC owned or managed site that is damaged, destroyed, stolen, or otherwise becomes unusable for any reason shall be replaced by the City at the earliest opportunity if deemed prudent by both parties to do so. The City further agrees to release SEARC from any financial or legal obligations or indemnification as a result of any such loss.
2. Equipment owned by the City and installed in SEARC owned facilities must be clearly marked as City Property.
3. If a City owned piece of equipment fails, whether under warranty or not, the equipment will be returned promptly to the City for repair or replacement, as deemed appropriate by the City.
4. An annual inventory of all equipment belonging to City located in any SEARC facility will be provided to the City or as requested, whichever is appropriate.

IV. Remediation and Termination

In the event of dispute over any area of this MOU, a suitable and appropriate representative of both organizations will endeavor to meet at the earliest possible opportunity to work out an amicable and equitable resolution to the issue.

This agreement may be terminated by mutual agreement or by either party upon ninety (90) day's written notice delivered to an authorized representative of the other party. In the event of the termination both organizations will negotiate the disposition of equipment located in the other organization's facilities.

V. Conclusion

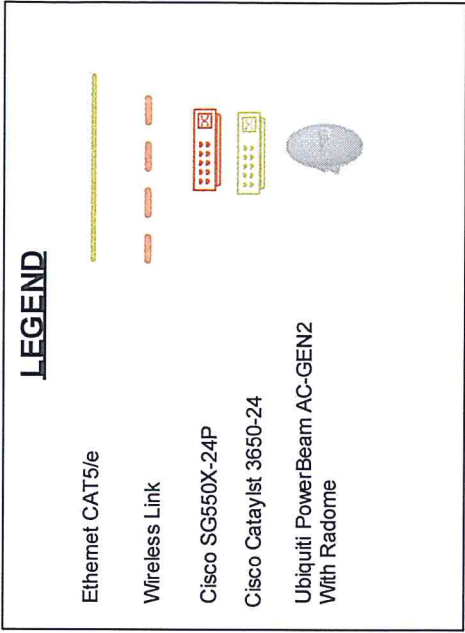
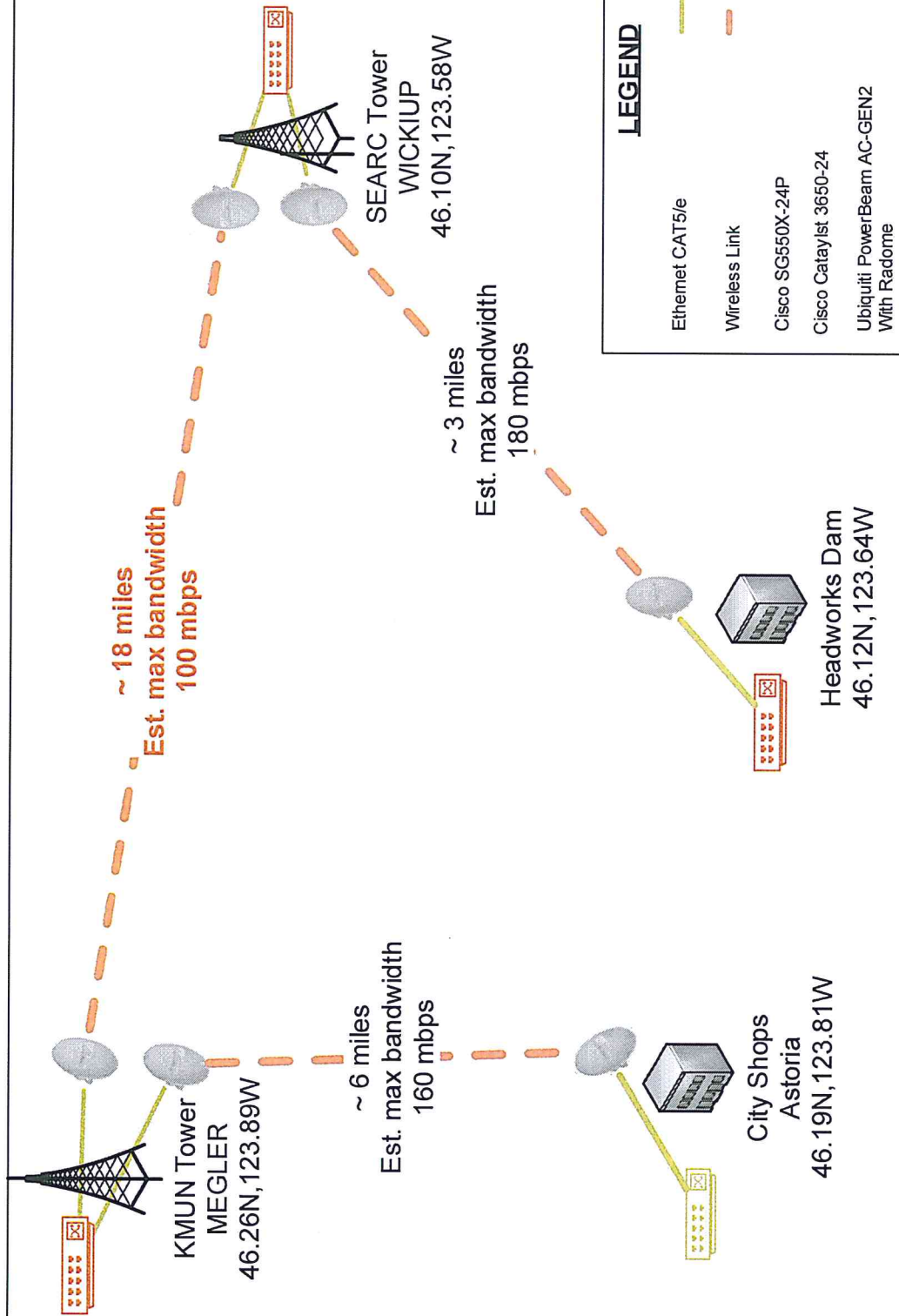
This agreement is in force as of the date indicated below and shall remain in effect unless terminated as provided herein.

Signed unto this _____ day of _____, 2018

By _____
City of Astoria
Arline LaMear, Mayor

By _____
Sunset Empire Amateur Radio Club
Dana A. Gandy, President
Representing the Board of Directors
And General Membership

Wireless Point-to-Point Solution **Bearcreek Dam-City Shops** City of Astoria Public Works






CITY OF ASTORIA

Founded 1811 • Incorporated 1856

MEMORANDUM • POLICE DEPARTMENT

DATE: JANUARY 23, 2018
TO: MAYOR AND CITY COUNCIL
FROM:  BRETT ESTES, CITY MANAGER
SUBJECT: FY 2018-2019 DISPATCH SERVICE AGREEMENTS

DISCUSSION/ANALYSIS

Enclosed are the following signed subscriber agreements for FY 2018-2019 for submission to Council for approval and signature.

Port of Astoria \$	3,096
Warrenton Police Department*	209,856
Clatsop County Sheriff's Office*	379,977
Elsie-Vinemapple RFPD	5,960
John Day-Fernhill RFPD	2,213
Knappa-Svenson RFPD	10,180
Lewis & Clark RFPD	5,563
Oregon State Department of Forestry	1,500
Olney-Walluski RFPD	3,081
Warrenton Fire Department and RFPD*	29,887
Westport-Wauna RFPD	2,635
City of Astoria PD/FD	414,479
(APD-\$378,734/AFD-\$35,745)	

Total \$1,068,427

The passage of Senate Bill 1559 has allowed us to simplify our formula for allocating costs. In past years the formula for allocating costs of the Astoria Regional 9-1-1 center was based on population, assessed value, and calls for service. SB 1559 now directs the associated 9-1-1 tax monies collected directly to the PSAP instead of the County. The Astoria Subscriber's reached consensus that the annual tax collected will be deducted from the total amount the Center needs to collect for the fiscal year. The balance will then be divided by the total number of calls for service. Once the cost of a call for service is determined this figure will be multiplied by the number of calls for each Subscriber. All Agencies with the exception of the Clatsop County Sheriff's Office, The Port of Astoria, and the Oregon Department of Forestry also pay an annual Communications Equipment Infrastructure Maintenance fee of \$500. The total amount to be collected from all subscribers is the total Emergency Communications Fund budget minus the ending fund balance and any capital carry-over items. The Subscribers have also agreed to a minimum fee of \$1,500.

The City of Astoria will provide each agency with a copy of the proposed Emergency Communications Budget and the estimated breakdown of Subscriber Costs at the first regular meeting of the Subscriber's Board for the calendar year. Any affected agency will be advised of any changes to those estimates during the course of the budget process. Billings will be mailed to each agency at the beginning of the fiscal year.

(*) Indicates agencies have submitted original and one copy for signatures.

RECOMMENDATION

It is recommend the City Council approve the Dispatch Service Agreements for FY 2018-2019.

By: _____

Jeff Rusiecki, Emergency Comm. Mngr.

A G R E E M E N T
POLICE DISPATCH SERVICES

THIS AGREEMENT is entered into on the 1st day of July, 2018 by and between the Port of ASTORIA, hereinafter called "the Port", and the CITY OF ASTORIA, a municipal corporation and hereinafter called "Astoria," both of Clatsop County, Oregon.

The Port and Astoria enter this agreement because the Astoria Police Radio Communications Center, hereinafter called "Dispatch Center", has the staff and facilities to provide emergency radio dispatch service to the Port, and the Port has the necessary funds to pay Astoria for services performed under this agreement.

Nothing in this agreement shall be interpreted to cause the City of Astoria to violate any rules and regulations set forth by the United States of America Federal Communications Commission.

I.

SERVICES TO BE PROVIDED BY ASTORIA

A. Basic Services

Astoria shall provide the Port with twenty-four (24) hour emergency dispatch service. This will include:

1. Answering service for the Port police emergency incoming telephone lines;
2. Advising appropriate police agency by means of radio of services requested by the public;
3. Answering police radio calls for service and provide appropriate information to authorized personnel;
4. Maintaining a log of citizen-called-for services;
5. Providing teletype service to authorized personnel;
6. Provide communications infrastructure maintenance for all equipment licensed by the FCC to Astoria 911 not including end user equipment.

Astoria shall retain control of its Dispatch Center Personnel and their performance of services under this agreement. All such personnel performing services for the City of Astoria pursuant to this agreement shall be Astoria employees.

II.

CONSIDERATION

A. For the service provided by Astoria, the Port agrees to a cost of \$3,096 for the period of July 1, 2018 to June 30, 2019.

B. The Port shall pay Astoria as follows:

The sum \$3,096, payment due on September 30, 2018

OR

1. For the period from the 1st day of July, 2018 to the 30th day of September, 2018, the sum of \$774; payment due on September 30, 2018;
2. For the period from the 1st day of October, 2018 to the 31st day of December, 2018, the sum of \$774; payment due on December 31, 2018;

3. For the period from the 1st day of January, 2019 to the 31st day of March, 2019, the sum of \$774; payment due on March 31, 2019;
4. For the period from the 1st day of April, 2019 to the 30th day of June, 2019, the sum of \$774; payment due on June 30, 2019.

III.

LIABILITY INSURANCE

Each party to this agreement represents to the other that it will have in effect at all times during this agreement liability insurance coverage which covers all sums that each shall be legally obligated to pay as damages for liability under the Oregon Revised Statutes 30.260 to 30.300, the Oregon Tort Claims Act.

IV.

TELEPHONE LINES

The Port shall assume all costs for installation, maintenance, repair or rental for all emergency telephone lines originating from the Port.

V.

TERM OF CONTRACT

This contract shall be effective from July 1, 2018 to June 30, 2019 and may be modified or renewed upon the consent of both parties. This contract may be terminated at any time by either party provided that the terminating party gives the other party at least ninety (90) days written notice.

VI.

ATTORNEY 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.

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

CITY OF ASTORIA

PORT OF ASTORIA

By _____
Arline LaMear, Mayor

By M.D. McEnch

By _____
Brett Estes, City Manager

By _____

[Signature]
Astoria City Attorney

APPROVED AS TO FORM

It is the policy of the City of Astoria that no person shall be denied the benefits of or be subjected to discrimination in any City program, service, or activity on the grounds of age,

disability, race, religion, color, national origin, sex, sexual orientation, gender identity and expression. The City of Astoria also requires its contractors and grantees to comply with this policy.

A G R E E M E N T
POLICE DISPATCH SERVICES

THIS AGREEMENT is entered into on the 1st day of July, 2018 by and between the City of WARRENTON, hereinafter called "Warrenton", and the CITY OF ASTORIA, a municipal corporation and hereinafter called "Astoria," both of Clatsop County, Oregon.

Warrenton and Astoria enter this agreement because the Astoria Police Radio Communications Center, hereinafter called "Dispatch Center", has the staff and facilities to provide emergency radio dispatch service to Warrenton, and Warrenton has the necessary funds to pay Astoria for services performed under this agreement.

Nothing in this agreement shall be interpreted to cause the City of Astoria to violate any rules and regulations set forth by the United States of America Federal Communications Commission.

I.

SERVICES TO BE PROVIDED BY ASTORIA

A. Basic Services

Astoria shall provide Warrenton with twenty-four (24) hour emergency dispatch service. This will include:

1. Answering service for Warrenton police emergency incoming telephone lines;
2. Advising appropriate police agency by means of radio of services requested by the public;
3. Answering police radio calls for service and provide appropriate information to authorized personnel;
4. Maintaining a log of citizen-called-for services;
5. Providing LEADS teletype service to authorized personnel and agencies ORI OD0040400.
6. Provide communications infrastructure maintenance for all equipment licensed by the FCC to Astoria 911 not including end user equipment.

Astoria shall retain control of its Dispatch Center Personnel and their performance of services under this agreement. All such personnel performing services for the City of Astoria pursuant to this agreement shall be Astoria employees.

II.

CONSIDERATION

A. For the service provided by Astoria, Warrenton agrees to a cost of \$209,856 for the period of July 1, 2018 to June 30, 2019.

B. Warrenton shall pay Astoria as follows:

The sum \$209,856, payment due on September 30, 2018

OR

1. For the period from the 1st day of July, 2018 to the 30th day of September, 2019, the sum of \$52,464; payment due on September 30, 2018;
2. For the period from the 1st day of October, 2018 to the 31st day of December, 2018, the sum of \$52,464; payment due on December 31, 2018;

3. For the period from the 1st day of January, 2019 to the 31st day of March, 2019, the sum of \$52,464; payment due on March 31, 2019;
4. For the period from the 1st day of April, 2019 to the 30th day of June, 2019, the sum of \$52,464; payment due on June 30, 2019.

III.

LIABILITY INSURANCE

Each party to this agreement represents to the other that it will have in effect at all times during this agreement liability insurance coverage which covers all sums that each shall be legally obligated to pay as damages for liability under the Oregon Revised Statutes 30.260 to 30.300, the Oregon Tort Claims Act.

IV.

TELEPHONE LINES

Warrenton shall assume all costs for installation, maintenance, repair or rental for all emergency telephone lines originating from Warrenton.

V.

TERM OF CONTRACT

This contract shall be effective from July 1, 2018 to June 30, 2019 and may be modified or renewed upon the consent of both parties. This contract may be terminated at any time by either party provided that the terminating party gives the other party at least ninety (90) days written notice.

VI.

ATTORNEY 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.

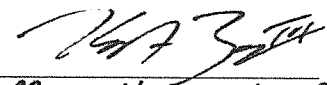
IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day, month and year first above written.

CITY OF ASTORIA

By _____
Arline LaMear, Mayor

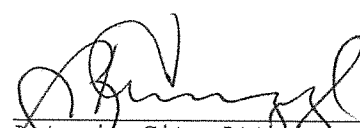
By _____
Brett Estes, City Manager

CITY OF WARRENTON

By 
Mayor Henry Balensiefen

By _____

APPROVED AS TO FORM


Astoria City Attorney

It is the policy of the City of Astoria that no person shall be denied the benefits of or be subjected to discrimination in any City program, service, or activity on the grounds of age,

disability, race, religion, color, national origin, sex, sexual orientation, gender identity and expression. The City of Astoria also requires its contractors and grantees to comply with this policy.

A G R E E M E N T
POLICE DISPATCH SERVICES

THIS AGREEMENT is entered into on the 1st day of July, 2018 by and between the City of WARRENTON, hereinafter called "Warrenton", and the CITY OF ASTORIA, a municipal corporation and hereinafter called "Astoria," both of Clatsop County, Oregon.

Warrenton and Astoria enter this agreement because the Astoria Police Radio Communications Center, hereinafter called "Dispatch Center", has the staff and facilities to provide emergency radio dispatch service to Warrenton, and Warrenton has the necessary funds to pay Astoria for services performed under this agreement.

Nothing in this agreement shall be interpreted to cause the City of Astoria to violate any rules and regulations set forth by the United States of America Federal Communications Commission.

I.

SERVICES TO BE PROVIDED BY ASTORIA

- A. Basic Services
Astoria shall provide Warrenton with twenty-four (24) hour emergency dispatch service. This will include:
1. Answering service for Warrenton police emergency incoming telephone lines;
 2. Advising appropriate police agency by means of radio of services requested by the public;
 3. Answering police radio calls for service and provide appropriate information to authorized personnel;
 4. Maintaining a log of citizen-called-for services;
 5. Providing LEDS teletype service to authorized personnel and agencies ORI OD0040400.
 6. Provide communications infrastructure maintenance for all equipment licensed by the FCC to Astoria 911 not including end user equipment.

Astoria shall retain control of its Dispatch Center Personnel and their performance of services under this agreement. All such personnel performing services for the City of Astoria pursuant to this agreement shall be Astoria employees.

II.

CONSIDERATION

- A. For the service provided by Astoria, Warrenton agrees to a cost of \$209,856 for the period of July 1, 2018 to June 30, 2019.

- B. Warrenton shall pay Astoria as follows:

The sum \$209,856, payment due on September 30, 2018

OR

1. For the period from the 1st day of July, 2018 to the 30th day of September, 2019, the sum of \$52,464; payment due on September 30, 2018;
2. For the period from the 1st day of October, 2018 to the 31st day of December, 2018, the sum of \$52,464; payment due on December 31, 2018;

3. For the period from the 1st day of January, 2019 to the 31st day of March, 2019, the sum of \$52,464; payment due on March 31, 2019;
4. For the period from the 1st day of April, 2019 to the 30th day of June, 2019, the sum of \$52,464; payment due on June 30, 2019.

III.

LIABILITY INSURANCE

Each party to this agreement represents to the other that it will have in effect at all times during this agreement liability insurance coverage which covers all sums that each shall be legally obligated to pay as damages for liability under the Oregon Revised Statutes 30.260 to 30.300, the Oregon Tort Claims Act.

IV.

TELEPHONE LINES

Warrenton shall assume all costs for installation, maintenance, repair or rental for all emergency telephone lines originating from Warrenton.

V.

TERM OF CONTRACT

This contract shall be effective from July 1, 2018 to June 30, 2019 and may be modified or renewed upon the consent of both parties. This contract may be terminated at any time by either party provided that the terminating party gives the other party at least ninety (90) days written notice.

VI.

ATTORNEY 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.

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

CITY OF ASTORIA

CITY OF WARRENTON

By Arline LaMear, Mayor

By Henry Balenstfer, Mayor

By Brett Estes, City Manager

By _____

APPROVED AS TO FORM

[Signature]
Astoria City Attorney

It is the policy of the City of Astoria that no person shall be denied the benefits of or be subjected to discrimination in any City program, service, or activity on the grounds of age,

A G R E E M E N T

POLICE DISPATCH SERVICES

THIS AGREEMENT is entered into on the 1st day of July, 2018 by and between CLATSOP COUNTY, hereinafter called "County", and the CITY OF ASTORIA, a municipal corporation and hereinafter called "Astoria," both of Clatsop County, Oregon.

County and Astoria enter into this agreement because the Astoria Police Radio Communications Center, hereinafter called "Dispatch Center", has the staff and facilities to provide emergency radio dispatch service to County, and County has the necessary funds to pay Astoria for services performed under this agreement.

Nothing in this agreement shall be interpreted to cause the City of Astoria to violate any rules and regulations set forth by the United States of America Federal Communications Commission.

I.

SERVICES TO BE PROVIDED BY ASTORIA

A. Basic Services

Astoria shall provide County with twenty-four (24) hour emergency dispatch service. This will include:

1. Answering service for County police emergency incoming telephone lines;
2. Advising appropriate police agency by means of radio of services requested by the public;
3. Answering police radio calls for service and provide appropriate information to authorized personnel;
4. Maintaining a log of citizen-called-for services;
5. Providing LEDS teletype service to authorized personnel and agencies using ORI OR004000.

Astoria shall retain control of its Dispatch Center Personnel and their performance of services under this agreement. All such personnel performing services for the City of Astoria pursuant to this agreement shall be Astoria employees.

II.

CONSIDERATION

A. For the service provided by Astoria, County agrees to a cost of \$379,977 for the period of July 1, 2018 to June 30, 2019.

B. County shall pay Astoria as follows:

The sum \$379,977, payment due on September 30, 2018

OR

1. For the period from the 1st day of July, 2018 to the 30th day of September, 2018, the sum of \$94,994.25; payment due on September 30, 2018;
2. For the period from the 1st day of October, 2018 to the 31st day of December, 2018, the sum of \$94,994.25; payment due on December 31, 2018;

3. For the period from the 1st day of January, 2019 to the 31st day of March, 2019, the sum of \$94,994.25; payment due on March 31, 2019;
4. For the period from the 1st day of April, 2019 to the 30th day of June, 2019, the sum of \$94,994.25; payment due on June 30, 2019.

III.

LIABILITY INSURANCE

Each party to this agreement represents to the other that it will have in effect at all times during this agreement liability insurance coverage which covers all sums that each shall be legally obligated to pay as damages for liability under the Oregon Revised Statutes 30.260 to 30.300, the Oregon Tort Claims Act.

IV.

TELEPHONE LINES

County shall assume all costs for installation, maintenance, repair or rental for all emergency telephone lines originating from County.

V.

TERM OF CONTRACT

This contract shall be effective from July 1, 2018 to June 30, 2019 and may be modified or renewed upon the consent of both parties. This contract may be terminated at any time by either party provided that the terminating party gives the other party at least ninety (90) days written notice.

VI.

ATTORNEY 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.

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

CITY OF ASTORIA

CLATSOP COUNTY

By _____
Arline LaMear, Mayor

By  _____

By _____
Brett Estes, City Manager

By _____



Astoria City Attorney

APPROVED AS TO FORM

It is the policy of the City of Astoria that no person shall be denied the benefits of or be subjected to discrimination in any City program, service, or

activity on the grounds of age, disability, race, religion, color, national origin, sex, sexual orientation, gender identity and expression. The City of Astoria also requires its contractors and grantees to comply with this policy.

AGREEMENT

POLICE DISPATCH SERVICES

THIS AGREEMENT is entered into on the 1st day of July, 2018 by and between CLATSOP COUNTY, hereinafter called "County", and the CITY OF ASTORIA, a municipal corporation and hereinafter called "Astoria," both of Clatsop County, Oregon.

County and Astoria enter into this agreement because the Astoria Police Radio Communications Center, hereinafter called "Dispatch Center", has the staff and facilities to provide emergency radio dispatch service to County, and County has the necessary funds to pay Astoria for services performed under this agreement.

Nothing in this agreement shall be interpreted to cause the City of Astoria to violate any rules and regulations set forth by the United States of America Federal Communications Commission.

I.

SERVICES TO BE PROVIDED BY ASTORIA

A. Basic Services

Astoria shall provide County with twenty-four (24) hour emergency dispatch service. This will include:

1. Answering service for County police emergency incoming telephone lines;
2. Advising appropriate police agency by means of radio of services requested by the public;
3. Answering police radio calls for service and provide appropriate information to authorized personnel;
4. Maintaining a log of citizen-called-for services;
5. Providing LEDS teletype service to authorized personnel and agencies using ORI OR004000.

Astoria shall retain control of its Dispatch Center Personnel and their performance of services under this agreement. All such personnel performing services for the City of Astoria pursuant to this agreement shall be Astoria employees.

II.

CONSIDERATION

A. For the service provided by Astoria, County agrees to a cost of \$379,977 for the period of July 1, 2018 to June 30, 2019.

B. County shall pay Astoria as follows:

The sum \$379,977, payment due on September 30, 2018

OR

1. For the period from the 1st day of July, 2018 to the 30th day of September, 2018, the sum of \$94,994.25; payment due on September 30, 2018;
2. For the period from the 1st day of October, 2018 to the 31st day of December, 2018, the sum of \$94,994.25; payment due on December 31, 2018;

3. For the period from the 1st day of January, 2019 to the 31st day of March, 2019, the sum of \$94,994.25; payment due on March 31, 2019;
4. For the period from the 1st day of April, 2019 to the 30th day of June, 2019, the sum of \$94,994.25; payment due on June 30, 2019.

III.

LIABILITY INSURANCE

Each party to this agreement represents to the other that it will have in effect at all times during this agreement liability insurance coverage which covers all sums that each shall be legally obligated to pay as damages for liability under the Oregon Revised Statutes 30.260 to 30.300, the Oregon Tort Claims Act.

IV.

TELEPHONE LINES

County shall assume all costs for installation, maintenance, repair or rental for all emergency telephone lines originating from County.

V.

TERM OF CONTRACT

This contract shall be effective from July 1, 2018 to June 30, 2019 and may be modified or renewed upon the consent of both parties. This contract may be terminated at any time by either party provided that the terminating party gives the other party at least ninety (90) days written notice.

VI.

ATTORNEY FEES

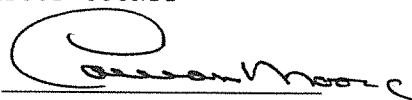
In the event suit or action is instituted to enforce any of the terms of this contract, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorney's fees at trial or on appeal of such suit or action, in addition to all other sums provided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

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

CITY OF ASTORIA

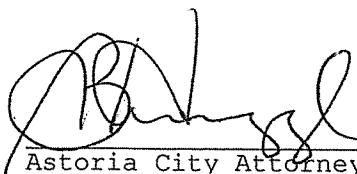
CLATSOP COUNTY

By _____
Arline LaMear, Mayor

By 

By _____
Brett Estes, City Manager

By _____


Astoria City Attorney

APPROVED AS TO FORM

It is the policy of the City of Astoria that no person shall be denied the benefits of or be subjected to discrimination in any City program, service, or

activity on the grounds of age, disability, race, religion, color, national origin, sex, sexual orientation, gender identity and expression. The City of Astoria also requires its contractors and grantees to comply with this policy.

A G R E E M E N T
FIRE DISPATCH SERVICES

THIS AGREEMENT is entered into on the 1st day of July, 2018 by and between ELSIE-VINEMAPLE RURAL FIRE PROTECTION DISTRICT, hereinafter called "ELSIE-VINEMAPLE RFPD", and the CITY OF ASTORIA, a municipal corporation and hereinafter called "Astoria," both of Clatsop County, Oregon.

ELSIE-VINEMAPLE RFPD and Astoria enter into this agreement because the Astoria Police Radio Communications Center, hereinafter called "Dispatch Center", has the staff and facilities to provide emergency radio dispatch service to ELSIE-VINEMAPLE RFPD, and ELSIE-VINEMAPLE RFPD has the necessary funds to pay Astoria for services performed under this agreement.

Nothing in this agreement shall be interpreted to cause the City of Astoria to violate any rules and regulations set forth by the United States of America Federal Communications Commission.

I.

SERVICES TO BE PROVIDED BY ASTORIA

A. Basic Services

Astoria shall provide ELSIE-VINEMAPLE RFPD with twenty-four (24) hour emergency dispatch service. This will include:

1. Answering service for ELSIE-VINEMAPLE RFPD emergency incoming telephone lines;
2. Advising appropriate agency by means of radio of services requested by the public;
3. Answering radio calls for service and provide appropriate information to authorized personnel;
4. Maintaining a log of citizen-called-for services;
5. Providing teletype service to authorized personnel;
6. Provide communications equipment infrastructure maintenance for all equipment licensed by the FCC to Astoria 911 not including end user equipment.
7. Run records checks for backgrounds on volunteers.

Astoria shall retain control of its Dispatch Center Personnel and their performance of services under this agreement. All such personnel performing services for the City of Astoria pursuant to this agreement shall be Astoria employees.

II.

CONSIDERATION

- A. For the service provided by Astoria, ELSIE-VINEMAPLE RFPD agrees to a cost of \$5,960 for the period of July 1, 2018 to June 30, 2019.

The sum \$5,960 payment due on September 30, 2018

OR

1. For the period from the 1st day of July, 2018 to the 30th day of September, 2018, the sum of \$1,490.00; payment due on September 30, 2018;
2. For the period from the 1st day of October, 2018 to the 31st day of December, 2018, the sum of \$1,490.00; payment due on December 31, 2018;

3. For the period from the 1st day of January, 2019 to the 31st day of March, 2019, the sum of \$1,490.00; payment due on March 31, 2019;
4. For the period from the 1st day of April, 2019 to the 30th day of June, 2019, the sum of \$1,490.00; payment due on June 30, 2019.

III.

LIABILITY INSURANCE

Each party to this agreement represents to the other that it will have in effect at all times during this agreement liability insurance coverage which covers all sums that each shall be legally obligated to pay as damages for liability under the Oregon Revised Statutes 30.260 to 30.300, the Oregon Tort Claims Act.

IV.

TELEPHONE LINES

ELSIE-VINEMAPLE RFPD shall assume all costs for installation, maintenance, repair or rental for all emergency telephone lines originating from ELSIE-VINEMAPLE RFPD.

V.

TERM OF CONTRACT

This contract shall be effective from July 1, 2018 to June 30, 2019 and may be modified or renewed upon the consent of both parties. This contract may be terminated at any time by either party provided that the terminating party gives the other party at least ninety (90) days written notice.

VI.

ATTORNEY 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.

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

CITY OF ASTORIA

By _____
Arline LaMear, Mayor


By _____
Brett Estes, City Manager

ELSIE-VINEMAPLE RURAL FIRE PROTECTION
DISTRICT

By 

By 

APPROVED AS TO FORM


Astoria City Attorney

It is the policy of the City of Astoria that no person shall be denied the benefits of or be subjected to discrimination in any City program, service, or activity on the grounds of age, disability, race,

religion, color, national origin, sex, sexual orientation, gender identity and expression. The City of Astoria also requires its contractors and grantees to comply with this policy.

A G R E E M E N T
FIRE DISPATCH SERVICES

THIS AGREEMENT is entered into on the 1st day of July, 2018 by and between JOHN DAY-FERNHILL RURAL FIRE PROTECTION DISTRICT, hereinafter called "JOHN DAY-FERNHILL RFPD", and the CITY OF ASTORIA, a municipal corporation and hereinafter called "Astoria," both of Clatsop County, Oregon.

JOHN DAY-FERNHILL RFPD and Astoria enter into this agreement because the Astoria Police Radio Communications Center, hereinafter called "Dispatch Center", has the staff and facilities to provide emergency radio dispatch service to JOHN DAY-FERNHILL RFPD, and JOHN DAY-FERNHILL RFPD has the necessary funds to pay Astoria for services performed under this agreement.

Nothing in this agreement shall be interpreted to cause the City of Astoria to violate any rules and regulations set forth by the United States of America Federal Communications Commission.

I.

SERVICES TO BE PROVIDED BY ASTORIA

A. Basic Services

Astoria shall provide JOHN DAY-FERNHILL RFPD with twenty-four (24) hour emergency dispatch service. This will include:

1. Answering service for JOHN DAY-FERNHILL RFPD emergency incoming telephone lines;
2. Advising appropriate agency by means of radio of services requested by the public;
3. Answering radio calls for service and provide appropriate information to authorized personnel;
4. Maintaining a log of citizen-called-for services;
5. Providing teletype service to authorized personnel;
6. Provide communications equipment infrastructure maintenance for all equipment licensed by the FCC to Astoria 911 not including end user equipment.
7. Run records checks for backgrounds on volunteers.

Astoria shall retain control of its Dispatch Center Personnel and their performance of services under this agreement. All such personnel performing services for the City of Astoria pursuant to this agreement shall be Astoria employees.

II.

CONSIDERATION

- A. For the service provided by Astoria, JOHN DAY-FERNHILL RFPD agrees to a cost of \$2,213 for the period of July 1, 2018 to June 30, 2019.

The sum \$2,213, payment due on September 30, 2018

OR

1. For the period from the 1st day of July, 2018 to the 30th day of September, 2018, the sum of \$553.25, payment due on September 30, 2018;
2. For the period from the 1st day of October, 2018 to the 31st day of December, 2018, the sum of \$553.25, payment due on December 31, 2018;

3. For the period from the 1st day of January, 2019 to the 31st day of March, 2019, the sum of \$553.25, payment due on March 31, 2019;
4. For the period from the 1st day of April, 2019 to the 30th day of June, 2019, the sum of \$553.25, payment due on June 30, 2019.

III.

LIABILITY INSURANCE

Each party to this agreement represents to the other that it will have in effect at all times during this agreement liability insurance coverage which covers all sums that each shall be legally obligated to pay as damages for liability under the Oregon Revised Statutes 30.260 to 30.300, the Oregon Tort Claims Act.

IV.

TELEPHONE LINES

JOHN DAY-FERNHILL RFPD shall assume all costs for installation, maintenance, repair or rental for all emergency telephone lines originating from JOHN DAY-FERNHILL RFPD.

V.

TERM OF CONTRACT

This contract shall be effective from July 1, 2018 to June 30, 2019 and may be modified or renewed upon the consent of both parties. This contract may be terminated at any time by either party provided that the terminating party gives the other party at least ninety (90) days written notice.

VI.

ATTORNEY 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.

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

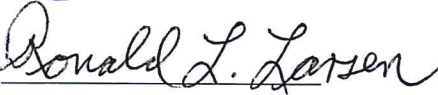
CITY OF ASTORIA

JOHN DAY-FERNHILL RURAL FIRE PROTECTION DISTRICT

By _____
Arline LaMear, Mayor

By 

By _____
Brett Estes, City Manager

By 

APPROVED AS TO FORM


Astoria City Attorney

It is the policy of the City of Astoria that no person shall be denied the benefits of or be subjected to discrimination in any City program, service, or activity on the grounds of age, disability, race,

religion, color, national origin, sex, sexual orientation, gender identity and expression. The City of Astoria also requires its contractors and grantees to comply with this policy.

A G R E E M E N T
FIRE DISPATCH SERVICES

THIS AGREEMENT is entered into on the 1st day of July, 2018 by and between KNAPPA-SVENSEN RURAL FIRE PROTECTION DISTRICT, hereinafter called "KNAPPA-SVENSEN RFPD", and the CITY OF ASTORIA, a municipal corporation and hereinafter called "Astoria," both of Clatsop County, Oregon.

KNAPPA-SVENSEN RFPD and Astoria enter into this agreement because the Astoria Police Radio Communications Center, hereinafter called "Dispatch Center", has the staff and facilities to provide emergency radio dispatch service to KNAPPA-SVENSEN RFPD, and KNAPPA-SVENSEN RFPD has the necessary funds to pay Astoria for services performed under this agreement.

Nothing in this agreement shall be interpreted to cause the City of Astoria to violate any rules and regulations set forth by the United States of America Federal Communications Commission.

I.

SERVICES TO BE PROVIDED BY ASTORIA

A. Basic Services

Astoria shall provide KNAPPA-SVENSEN RFPD with twenty-four (24) hour emergency dispatch service. This will include:

1. Answering service for KNAPPA-SVENSEN RFPD emergency incoming telephone lines;
2. Advising appropriate agency by means of radio of services requested by the public;
3. Answering radio calls for service and provide appropriate information to authorized personnel;
4. Maintaining a log of citizen-called-for services;
5. Providing teletype service to authorized personnel;
6. Provide communications equipment infrastructure maintenance for all equipment licensed by the FCC to Astoria 911 not including end user equipment.
7. Run records checks for backgrounds on volunteers.

Astoria shall retain control of its Dispatch Center Personnel and their performance of services under this agreement. All such personnel performing services for the City of Astoria pursuant to this agreement shall be Astoria employees.

II.

CONSIDERATION

- A. For the service provided by Astoria, KNAPPA-SVENSEN RFPD agrees to a cost of \$10,180 for the period of July 1, 2018 to June 30, 2019.

The sum \$10,180, payment due on September 30, 2018

OR

1. For the period from the 1st day of July, 2018 to the 30th day of September, 2018, the sum of \$2545.00; payment due on September 30, 2018;
2. For the period from the 1st day of October, 2018 to the 31st day of December, 2018, the sum of \$2545.00; payment due on December 31, 2018;
3. For the period from the 1st day of January, 2019 to the 31st day of March, 2019, the sum of \$2545.00; payment due on March 31, 2019;

4. For the period from the 1st day of April, 2019 to the 30th day of June, 2019, the sum of \$2545.00; payment due on June 30, 2019.

III.

LIABILITY INSURANCE

Each party to this agreement represents to the other that it will have in effect at all times during this agreement liability insurance coverage which covers all sums that each shall be legally obligated to pay as damages for liability under the Oregon Revised Statutes 30.260 to 30.300, the Oregon Tort Claims Act.

IV.

TELEPHONE LINES

KNAPPA-SVENSEN RFPD shall assume all costs for installation, maintenance, repair or rental for all emergency telephone lines originating from KNAPPA-SVENSEN RFPD.

V.

TERM OF CONTRACT

This contract shall be effective from July 1, 2018 to June 30, 2019 and may be modified or renewed upon the consent of both parties. This contract may be terminated at any time by either party provided that the terminating party gives the other party at least ninety (90) days written notice.

VI.

ATTORNEY FEES

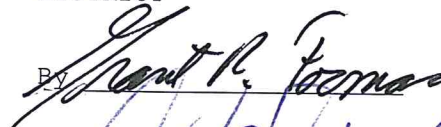
In the event suit or action is instituted to enforce any of the terms of this contract, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorney's fees at trial or on appeal of such suit or action, in addition to all other sums provided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

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

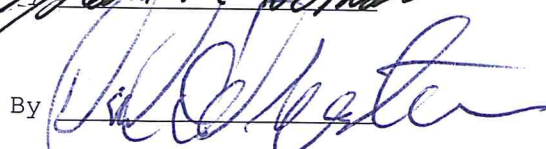
CITY OF ASTORIA

KNAPPA-SVENSEN RURAL FIRE PROTECTION DISTRICT

By _____
Arline LaMear, Mayor

By 

By _____
Brett Estes, City Manager

By 


Astoria City Attorney

APPROVED AS TO FORM

It is the policy of the City of Astoria that no person shall be denied the benefits of or be subjected to discrimination in any City program, service, or activity on the grounds of age, disability, race, religion, color, national origin, sex, sexual orientation, gender identity and expression. The City of Astoria also requires its contractors and grantees to comply with this policy.

A G R E E M E N T
FIRE DISPATCH SERVICES

THIS AGREEMENT is entered into on the 1st day of July, 2018 by and between LEWIS & CLARK RURAL FIRE PROTECTION DISTRICT, hereinafter called "LEWIS & CLARK RFPD", and the CITY OF ASTORIA, a municipal corporation and hereinafter called "Astoria," both of Clatsop County, Oregon.

LEWIS & CLARK RFPD and Astoria enter into this agreement because the Astoria Police Radio Communications Center, hereinafter called "Dispatch Center", has the staff and facilities to provide emergency radio dispatch service to LEWIS & CLARK RFPD, and LEWIS & CLARK RFPD has the necessary funds to pay Astoria for services performed under this agreement.

Nothing in this agreement shall be interpreted to cause the City of Astoria to violate any rules and regulations set forth by the United States of America Federal Communications Commission.

I.

SERVICES TO BE PROVIDED BY ASTORIA

A. Basic Services

Astoria shall provide LEWIS & CLARK RFPD with twenty-four (24) hour emergency dispatch service. This will include:

1. Answering service for LEWIS & CLARK RFPD emergency incoming telephone lines;
2. Advising appropriate agency by means of radio of services requested by the public;
3. Answering radio calls for service and provide appropriate information to authorized personnel;
4. Maintaining a log of citizen-called-for services;
5. Providing teletype service to authorized personnel
6. Provide communications equipment infrastructure maintenance for all equipment licensed by the FCC to Astoria 911 not including end user equipment.
7. Run records checks for backgrounds on volunteers.

Astoria shall retain control of its Dispatch Center Personnel and their performance of services under this agreement. All such personnel performing services for the City of Astoria pursuant to this agreement shall be Astoria employees.

II.

CONSIDERATION

- A. For the service provided by Astoria, LEWIS & CLARK RFPD agrees to a cost of \$5,563 for the period of July 1, 2018 to June 30, 2019.

The sum \$5,563, payment due on September 30, 2018

OR

1. For the period from the 1st day of July, 2018 to the 30th day of September, 2019, the sum of \$1,390.75; payment due on September 30, 2018;
2. For the period from the 1st day of October, 2018 to the 31st day of December, 2018, the sum of \$1,390.75; payment due on December 31, 2018;

3. For the period from the 1st day of January, 2019 to the 31st day of March, 2019, the sum of \$1,390.75; payment due on March 31, 2019;
4. For the period from the 1st day of April, 2019 to the 30th day of June, 2019, the sum of \$1,390.75; payment due on June 30, 2019.

III.

LIABILITY INSURANCE

Each party to this agreement represents to the other that it will have in effect at all times during this agreement liability insurance coverage which covers all sums that each shall be legally obligated to pay as damages for liability under the Oregon Revised Statutes 30.260 to 30.300, the Oregon Tort Claims Act.

IV.

TELEPHONE LINES

LEWIS & CLARK RFPD shall assume all costs for installation, maintenance, repair or rental for all emergency telephone lines originating from LEWIS & CLARK RFPD.

V.

TERM OF CONTRACT

This contract shall be effective from July 1, 2018 to June 30, 2019 and may be modified or renewed upon the consent of both parties. This contract may be terminated at any time by either party provided that the terminating party gives the other party at least ninety (90) days written notice.

VI.

ATTORNEY 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.

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

CITY OF ASTORIA


LEWIS & CLARK RURAL FIRE PROTECTION
DISTRICT

By _____
Arline LaMear, Mayor

By 
By _____

By _____
Brett Estes, City Manager

APPROVED AS TO FORM


Astoria City Attorney

It is the policy of the City of Astoria that no person shall be denied the benefits of or be subjected to discrimination in any City program, service, or activity on the grounds of age, disability, race,

religion, color, national origin, sex, sexual orientation, gender identity and expression. The City of Astoria also requires its contractors and grantees to comply with this policy.

A G R E E M E N T

THIS AGREEMENT is made effective as of the 1st day of July 2018, between the City of Astoria, a municipal corporation and hereinafter called "City," and the Oregon State Department of Forestry, hereinafter called "State." The above parties agree to the following:

I.

The City will provide telephone after-hour emergency notification services relating to fire situations for the State. This service shall be made available to the State on a twenty-four (24) hour basis. The State shall not use the services for routing work or business calls or communication without first obtaining the consent of the City. Immediate notice shall be given by each party of any break in communication service.

II.

The State shall provide the City with a list of telephone numbers for emergency situation notification. City will be responsible for notifying numbers in consecutive order as they appear on the list. City shall allow telephone to ring a minimum of four (4) times prior to moving to the next number. The State shall review and update the list on a continuous basis. All updating will be provided to the City a minimum of twenty-four (24) hours prior to the list taking effect.

III.

City will record in writing all fire-related calls outlining the caller's name, address, telephone number, landmark identification, and the time the call was received. City will provide the forms to record data. State will pick up forms from City on a monthly basis.

IV.

The term of this agreement is from July 1, 2018 through June 30, 2019. This agreement may be terminated by either party, provided that the terminating party give the other party at least ninety (90) days written notice.

V.

State shall pay to the City the sum of \$1,500 for the fiscal year beginning July 1, 2018. The sum will be paid to the City prior to September 30, 2018.

VI.

Each party to this agreement represents to the other that it will have in effect at all times during this agreement liability insurance coverage which covers all sums that each shall be legally obligated to pay as damage for liability under the Oregon Revised Statutes 30.260 to 30.300, the Oregon Tort Claims Act.

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

CITY OF ASTORIA

OREGON STATE DEPARTMENT
OF FORESTRY

By _____
Arline LaMear, Mayor

By *Dan O'Hanrahan*

By _____
Brett Estes, City Manager

By *Jadid Horning*
Wildland Fire Supervisor

APPROVED AS TO FORM

By *[Signature]*
Astoria City Attorney

It is the policy of the City of Astoria that no person shall be denied the benefits of or be subjected to discrimination in any City program, service, or activity on the grounds of age, disability, race, religion, color, national origin, sex, sexual orientation, gender identity and expression. The City of Astoria also requires its contractors and grantees to comply with this policy.

A G R E E M E N T
FIRE DISPATCH SERVICES

THIS AGREEMENT is entered into on the 1st day of July, 2018 by and between OLNEY-WALLUSKI RURAL FIRE PROTECTION DISTRICT, hereinafter called "OLNEY-WALLUSKI RFPD", and the CITY OF ASTORIA, a municipal corporation and hereinafter called "Astoria," both of Clatsop County, Oregon.

OLNEY-WALLUSKI RFPD and Astoria enter into this agreement because the Astoria Police Radio Communications Center, hereinafter called "Dispatch Center", has the staff and facilities to provide emergency radio dispatch service to OLNEY-WALLUSKI RFPD, and OLNEY-WALLUSKI RFPD has the necessary funds to pay Astoria for services performed under this agreement.

Nothing in this agreement shall be interpreted to cause the City of Astoria to violate any rules and regulations set forth by the United States of America Federal Communications Commission.

I.

SERVICES TO BE PROVIDED BY ASTORIA

A. Basic Services

Astoria shall provide OLNEY-WALLUSKI RFPD with twenty-four (24) hour emergency dispatch service. This will include:

1. Answering service for OLNEY-WALLUSKI RFPD emergency incoming telephone lines;
2. Advising appropriate agency by means of radio of services requested by the public;
3. Answering radio calls for service and provide appropriate information to authorized personnel;
4. Maintaining a log of citizen-called-for services;
5. Providing teletype service to authorized personnel;
6. Provide communications equipment infrastructure maintenance for all equipment licensed by the FCC to Astoria 911 not including end user equipment.
7. Run records checks for backgrounds on volunteers.

Astoria shall retain control of its Dispatch Center Personnel and their performance of services under this agreement. All such personnel performing services for the City of Astoria pursuant to this agreement shall be Astoria employees.

II.

CONSIDERATION

- A. For the service provided by Astoria, OLNEY-WALLUSKI RFPD agrees to a cost of \$3,081 for the period of July 1, 2018 to June 30, 2019.

The sum \$3,081, payment due on September 30, 2018

OR

1. For the period from the 1st day of July, 2018 to the 30th day of September, 2019, the sum of \$770.25; payment due on September 30, 2018;
2. For the period from the 1st day of October, 2018 to the 31st day of December, 2018, the sum of \$770.25; payment due on December 31, 2018;

3. For the period from the 1st day of January, 2019 to the 31st day of March, 2019, the sum of \$770.25; payment due on March 31, 2019;
4. For the period from the 1st day of April, 2019 to the 30th day of June, 2019, the sum of \$770.25; payment due on June 30, 2019.

III.

LIABILITY INSURANCE

Each party to this agreement represents to the other that it will have in effect at all times during this agreement liability insurance coverage which covers all sums that each shall be legally obligated to pay as damages for liability under the Oregon Revised Statutes 30.260 to 30.300, the Oregon Tort Claims Act.

IV.

TELEPHONE LINES

OLNEY-WALLUSKI RFPD shall assume all costs for installation, maintenance, repair or rental for all emergency telephone lines originating from OLNEY-WALLUSKI RFPD.

V.

TERM OF CONTRACT

This contract shall be effective from July 1, 2018 to June 30, 2019 and may be modified or renewed upon the consent of both parties. This contract may be terminated at any time by either party provided that the terminating party gives the other party at least ninety (90) days written notice.

VI.

ATTORNEY 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.

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

CITY OF ASTORIA

OLNEY-WALLUSKI RURAL FIRE PROTECTION
DISTRICT

By _____
Arline LaMear, Mayor

By  _____
Robert J. McLellan, Board President

By _____
Brett Estes, City Manager

By _____

APPROVED AS TO FORM

 _____
Astoria City Attorney

It is the policy of the City of Astoria that no person shall be denied the benefits of or be subjected to discrimination in any City program, service, or activity on the grounds of age, disability, race,

religion, color, national origin, sex, sexual orientation, gender identity and expression. The City of Astoria also requires its contractors and grantees to comply with this policy.

A G R E E M E N T
FIRE DISPATCH SERVICES

THIS AGREEMENT is entered into on the 1st day of July, 2018 by and between the City of WARRENTON, hereinafter called "WARRENTON", and the CITY OF ASTORIA, a municipal corporation and hereinafter called "Astoria," both of Clatsop County, Oregon.

WARRENTON and Astoria enter into this agreement because the Astoria Police Radio Communications Center, hereinafter called "Dispatch Center", has the staff and facilities to provide emergency radio dispatch service to WARRENTON, and WARRENTON has the necessary funds to pay Astoria for services performed under this agreement.

Nothing in this agreement shall be interpreted to cause the City of Astoria to violate any rules and regulations set forth by the United States of America Federal Communications Commission.

I.

SERVICES TO BE PROVIDED BY ASTORIA

A. Basic Services

Astoria shall provide WARRENTON with twenty-four (24) hour emergency dispatch service. This will include:

1. Answering service for WARRENTON emergency incoming telephone lines;
2. Advising appropriate agency by means of radio of services requested by the public;
3. Answering radio calls for service and provide appropriate information to authorized personnel;
4. Maintaining a log of citizen-called-for services;
5. Providing teletype service to authorized personnel;
6. Provide communications equipment infrastructure maintenance for all equipment licensed by the FCC to Astoria 911 not including end user equipment.
7. Run records checks for backgrounds on volunteers.

Astoria shall retain control of its Dispatch Center Personnel and their performance of services under this agreement. All such personnel performing services for the City of Astoria pursuant to this agreement shall be Astoria employees.

II.

CONSIDERATION

- A. For the service provided by Astoria, WARRENTON agrees to a cost of \$29,887 for the period of July 1, 2018 to June 30, 2019.

The sum \$29,887 payment due on September 30, 2018

OR

1. For the period from the 1st day of July, 2018 to the 30th day of September, 2018, the sum of \$7,471.72; payment due on September 30, 2018;
2. For the period from the 1st day of October, 2018 to the 31st day of December, 2018, the sum of \$7,471.75; payment due on December 31, 2018;
3. For the period from the 1st day of January, 2019 to the 31st day of March, 2019, the sum of \$7,471.75; payment due on March 31, 2019;
4. For the period from the 1st day of April, 2019 to the 30th day of June, 2019, the sum of \$7,471.75; payment due on June 30, 2019.

III.

LIABILITY INSURANCE

Each party to this agreement represents to the other that it will have in effect at all times during this agreement liability insurance coverage which covers all sums that each shall be legally obligated to pay as damages for liability under the Oregon Revised Statutes 30.260 to 30.300, the Oregon Tort Claims Act.

IV.

TELEPHONE LINES

WARRENTON shall assume all costs for installation, maintenance, repair or rental for all emergency telephone lines originating from WARRENTON.

V.

TERM OF CONTRACT

This contract shall be effective from July 1, 2018 to June 30, 2019 and may be modified or renewed upon the consent of both parties. This contract may be terminated at any time by either party provided that the terminating party gives the other party at least ninety (90) days written notice.

VI.

ATTORNEY 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.

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

CITY OF ASTORIA

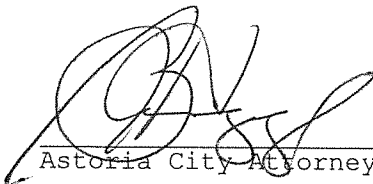
CITY OF WARRENTON

By _____
Arline LaMear, Mayor

By 
Henry Balensien, Mayor

By _____
Brett Estes, City Manager

By _____


Astoria City Attorney

APPROVED AS TO FORM

It is the policy of the City of Astoria that no person shall be denied the benefits of or be subjected to discrimination in any City program, service, or activity on the grounds of age, disability, race, religion, color, national origin, sex, sexual orientation, gender identity and expression. The City of Astoria also requires its contractors and grantees to comply with this policy.

A G R E E M E N T
FIRE DISPATCH SERVICES

THIS AGREEMENT is entered into on the 1st day of July, 2018 by and between the City of WARRENTON, hereinafter called "WARRENTON", and the CITY OF ASTORIA, a municipal corporation and hereinafter called "Astoria," both of Clatsop County, Oregon.

WARRENTON and Astoria enter into this agreement because the Astoria Police Radio Communications Center, hereinafter called "Dispatch Center", has the staff and facilities to provide emergency radio dispatch service to WARRENTON, and WARRENTON has the necessary funds to pay Astoria for services performed under this agreement.

Nothing in this agreement shall be interpreted to cause the City of Astoria to violate any rules and regulations set forth by the United States of America Federal Communications Commission.

I.

SERVICES TO BE PROVIDED BY ASTORIA

A. Basic Services

Astoria shall provide WARRENTON with twenty-four (24) hour emergency dispatch service. This will include:

1. Answering service for WARRENTON emergency incoming telephone lines;
2. Advising appropriate agency by means of radio of services requested by the public;
3. Answering radio calls for service and provide appropriate information to authorized personnel;
4. Maintaining a log of citizen-called-for services;
5. Providing teletype service to authorized personnel;
6. Provide communications equipment infrastructure maintenance for all equipment licensed by the FCC to Astoria 911 not including end user equipment.
7. Run records checks for backgrounds on volunteers.

Astoria shall retain control of its Dispatch Center Personnel and their performance of services under this agreement. All such personnel performing services for the City of Astoria pursuant to this agreement shall be Astoria employees.

II.

CONSIDERATION

- A. For the service provided by Astoria, WARRENTON agrees to a cost of \$29,887 for the period of July 1, 2018 to June 30, 2019.

The sum \$29,887 payment due on September 30, 2018

OR

1. For the period from the 1st day of July, 2018 to the 30th day of September, 2018, the sum of \$7,471.72; payment due on September 30, 2018;
2. For the period from the 1st day of October, 2018 to the 31st day of December, 2018, the sum of \$7,471.75; payment due on December 31, 2018;
3. For the period from the 1st day of January, 2019 to the 31st day of March, 2019, the sum of \$7,471.75; payment due on March 31, 2019;
4. For the period from the 1st day of April, 2019 to the 30th day of June, 2019, the sum of \$7,471.75; payment due on June 30, 2019.

III.

LIABILITY INSURANCE

Each party to this agreement represents to the other that it will have in effect at all times during this agreement liability insurance coverage which covers all sums that each shall be legally obligated to pay as damages for liability under the Oregon Revised Statutes 30.260 to 30.300, the Oregon Tort Claims Act.

IV.

TELEPHONE LINES

WARRENTON shall assume all costs for installation, maintenance, repair or rental for all emergency telephone lines originating from WARRENTON.

V.

TERM OF CONTRACT

This contract shall be effective from July 1, 2018 to June 30, 2019 and may be modified or renewed upon the consent of both parties. This contract may be terminated at any time by either party provided that the terminating party gives the other party at least ninety (90) days written notice.

VI.

ATTORNEY 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.

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

CITY OF ASTORIA

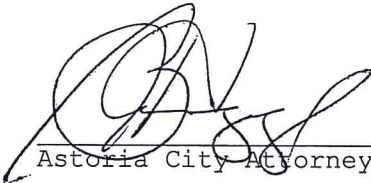
CITY OF WARRENTON

By _____
Arline LaMear, Mayor

By 
Henry Balensifer, Mayor

By _____
Brett Estes, City Manager

By _____


Astoria City Attorney

APPROVED AS TO FORM

It is the policy of the City of Astoria that no person shall be denied the benefits of or be subjected to discrimination in any City program, service, or activity on the grounds of age, disability, race, religion, color, national origin, sex, sexual orientation, gender identity and expression. The City of Astoria also requires its contractors and grantees to comply with this policy.

A G R E E M E N T
FIRE DISPATCH SERVICES

THIS AGREEMENT is entered into on the 1st day of July, 2018 by and between WESTPORT-WAUNA RURAL FIRE PROTECTION DISTRICT, hereinafter called "WESTPORT-WAUNA RFPD", and the CITY OF ASTORIA, a municipal corporation and hereinafter called "Astoria," both of Clatsop County, Oregon.

WESTPORT-WAUNA RFPD and Astoria enter into this agreement because the Astoria Police Radio Communications Center, hereinafter called "Dispatch Center", has the staff and facilities to provide emergency radio dispatch service to WESTPORT-WAUNA RFPD, and WESTPORT-WAUNA RFPD has the necessary funds to pay Astoria for services performed under this agreement.

Nothing in this agreement shall be interpreted to cause the City of Astoria to violate any rules and regulations set forth by the United States of America Federal Communications Commission.

I.

SERVICES TO BE PROVIDED BY ASTORIA

A. Basic Services

Astoria shall provide WESTPORT-WAUNA RFPD with twenty-four (24) hour emergency dispatch service. This will include:

1. Answering service for WESTPORT-WAUNA RFPD emergency incoming telephone lines;
2. Advising appropriate agency by means of radio of services requested by the public;
3. Answering radio calls for service and provide appropriate information to authorized personnel;
4. Maintaining a log of citizen-called-for services;
5. Providing teletype service to authorized personnel
6. Provide communications equipment infrastructure maintenance for all equipment licensed by the FCC to Astoria 911 not including end user equipment.
7. Run records checks for backgrounds on volunteers.

Astoria shall retain control of its Dispatch Center Personnel and their performance of services under this agreement. All such personnel performing services for the City of Astoria pursuant to this agreement shall be Astoria employees.

II.

CONSIDERATION

- A. For the service provided by Astoria, WESTPORT-WAUNA RFPD agrees to a cost of \$2,635 for the period of July 1, 2018 to June 30, 2019.

The sum \$2,635, payment due on September 30, 2018

OR

1. For the period from the 1st day of July, 2018 to the 30th day of September, 2018, the sum of \$658.75; payment due on September 30, 2018;
2. For the period from the 1st day of October, 2018 to the 31st day of December, 2018, the sum of \$658.75; payment due on December 31, 2018;
3. For the period from the 1st day of January, 2019 to the 31st day of March, 2019, the sum of \$658.75; payment due on March 31, 2019;

4. For the period from the 1st day of April, 2019 to the 30th day of June, 2019, the sum of \$658.75; payment due on June 30, 2019.

III.

LIABILITY INSURANCE

Each party to this agreement represents to the other that it will have in effect at all times during this agreement liability insurance coverage which covers all sums that each shall be legally obligated to pay as damages for liability under the Oregon Revised Statutes 30.260 to 30.300, the Oregon Tort Claims Act.

IV.

TELEPHONE LINES

WESTPORT-WAUNA RFPD shall assume all costs for installation, maintenance, repair or rental for all emergency telephone lines originating from WESTPORT-WAUNA RFPD.

V.

TERM OF CONTRACT

This contract shall be effective from July 1, 2018 to June 30, 2019 and may be modified or renewed upon the consent of both parties. This contract may be terminated at any time by either party provided that the terminating party gives the other party at least ninety (90) days written notice.

VI.

ATTORNEY 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.

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

CITY OF ASTORIA

WESTPORT-WAUNA RURAL FIRE PROTECTION DISTRICT


By _____
Arline LaMear, Mayor

By 
Chris Martin

By _____
Brett Estes, City Manager

By 
KEITH WARING, FIRE CHIEF

APPROVED AS TO FORM


Astoria City Attorney


It is the policy of the City of Astoria that no person shall be denied the benefits of or be subjected to discrimination in any City program, service, or activity on the grounds of age, disability, race, religion, color, national origin, sex, sexual orientation, gender identity and expression. The City of Astoria also requires its contractors and grantees to comply with this policy.



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

MEMORANDUM • COMMUNITY DEVELOPMENT

DATE: AUGUST 8, 2018
TO: MAYOR AND CITY COUNCIL
FROM:  BRETT ESTES, CITY MANAGER
SUBJECT: ADDENDUM TO UNIONTOWN TGM IGA

DISCUSSION/ANALYSIS

As described in detail in the attached memo from Michael Duncan, local ODOT representative, ODOT is requesting an amendment of the Uniontown Transportation Growth Management Project Intergovernmental Agreement (IGA) in order to do an analysis of the Road Diet under the All Roads Transportation Safety (ARTS) program. This is an engineering analysis from Columbia Boulevard to Basin Street as a continuation of possible traffic lane reconfigurations from 8th Street to Columbia Boulevard, as was discussed at the May 2, 2018 City Council Work Session meeting after a presentation by ODOT staff. The additional analysis will cost \$33,490, which means the City's (in-kind) match will increase from \$27,723 to \$32,289. It is probable that the staff time of the Community Development Department and City Manager, plus citizen involvement, will easily exceed this increased amount.

RECOMMENDATION

It is recommended that City Council approve the amended IGA and authorize the Mayor to sign it.

By: 
Mike Morgan, Contract Planner Community
Development Department



Oregon

Kate Brown, Governor

Department of Transportation
Transportation & Growth Mgmt Program
350 W. Marine Drive | Astoria, OR 97103
C: 503.710.1781 O: 503.325.7224

Intergovernmental Agreement Supplemental Information

August 15, 2018

Attn: Brett Estes, City Manager
1095 Duane Street
Astoria, OR 97103

Purpose/Background

The purpose of the IGA request is to update the previous agreement between ODOT and the City of Astoria for the Uniontown Master Plan project. This update reflects a revised project scope to accommodate a Lane Reconfiguration Traffic Analysis. Revisions found in the updated IGA include: scope, budget, and subsequent in-kind match contributions.

In 2013, the City of Astoria Transportation System Plan (TSP) identified a Road Diet as a long term solution for US-30 between 8th St and Columbia Blvd. This solution will be considered in the analysis efforts as part of the Uniontown Master Plan currently being developed by the City and ODOT. On May 2nd, 2018, ODOT staff provided a presentation on the All Roads Transportation Safety (ARTS) Program to City Council and City staff. At that meeting the City voiced support for ODOT to submit an All Roads Transportation Safety (ARTS) application for the Road Diet. This application would propose that the Road Diet be added to the 2021-2024 STIP cycle.

A cursory look at the 4-lane section extending past Columbia Blvd to Basin St shows no considerable change in ADT (Average Daily Traffic). ODOT believes that a lane reconfiguration should be evaluated further than the original TSP recommendation, and that this analysis would support both the Uniontown Master Plan as well as the ARTS application. The Work Order Contract (WOC) amendment describes the Lane Reconfiguration Traffic Analysis in detail. In general, the scope of work for this analysis contains intersection traffic analysis and a multimodal analysis of the project corridor as it relates to lane reconfiguration scenarios. The cost for this analysis is \$33,490, bringing the updated project total to \$236,790. The in-kind match for the City has increased from \$27,723 to \$32,289. Based on internal tracking of in-kind match hours for this project, ODOT is highly confident that the City will meet and/or exceed match requirements.

Of note, Road diets are one of FHWA's 20 Proven Safety Countermeasures. Should the analysis demonstrate a successful implementation of a Lane Reconfiguration on this corridor, future construction would also allow for pedestrian improvements such as refuge islands, which address identified pedestrian crashes on this section of US-30.

ODOT has allocated "Quick Fix" Safety money to fund the Lane Reconfiguration Traffic Analysis on the existing 4 and 5-lane sections west of the couplet, between 8th St (MP 98.41) and Basin St (MP 99.29). An amendment to the WOC for the Uniontown Master Plan is best the mechanism to ensure that the Lane Reconfiguration Analysis is in strong alignment with both the Uniontown Master Plan and prior planning efforts. Additionally, the WOC amendment provides cost savings to the City and ODOT, as estimates show a separate WOC would nearly double the budget needed to complete a Lane Reconfiguration Traffic Analysis.

Regards,
Michael W. Duncan
Senior Region Planner, TGM Grant Manager

AMENDMENT NO. 1

The State of Oregon, acting by and through its Department of Transportation, hereinafter referred to as "ODOT" or "Agency", and City of Astoria, hereinafter referred to as "City", entered into an intergovernmental agreement on March 5, 2018 ("Agreement"). Said Agreement covers a Transportation and Growth Management grant for City of Astoria, Uniontown Reborn Master Plan.

It has now been determined by ODOT and City that the Agreement referenced above, although remaining in full force and effect, shall be amended to increase the Grant Amount and include an addendum to the Statement of Work. Except as expressly amended below, all other terms and conditions of the Agreement, are still in full force and effect.

Exhibit A, the Statement of Work, shall be amended to include an addendum to the Statement of Work.

Paragraph B of Section 2 (Terms of Agreement); which currently reads:

"Grant Amount. The Grant Amount shall not exceed \$203,300."

Shall be amended to read:

"Grant Amount. The Grant Amount shall not exceed \$236,790."

Paragraph D of Section 2 of (Terms of Agreement); which currently reads:

"Consultant's Amount. The Consultant's Amount shall not exceed \$203,300."

Shall be amended to read:

"Consultant's Amount. The Consultant's Amount shall not exceed \$236,790."

Paragraph E of Section 2 of (Terms of Agreement); which currently reads:

"City's Matching Amount. The City's Matching Amount is \$27,723 or 12% of the Total Project Costs."

Shall be amended to read:

"City's Matching Amount. The City's Matching Amount is \$32,289 or 12% of the Total Project Costs."

This Amendment may be executed in several counterparts (facsimile or otherwise) all of which when together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year hereinafter written.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives are duly authorized, have read this Agreement, understand it, and agree to be bound by its terms and conditions.

STATE OF OREGON, by and through
its Department of Transportation

By _____
Division Administrator or designee
Transportation Development Division

Date _____

City of Astoria

By _____
Official's Signature

Date _____

Approved as to legal sufficiency by the
Attorney General's office.

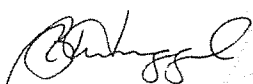
By _____
(Official's Signature)

Date _____

Contact Names:

Mike Morgan
City of Astoria
1095 Duane Street
Astoria, OR 97103
Phone: 503-338-5183
Fax: 503-338-6538
E-Mail: mmorgan@astoria.or.us

David Helton, Contract Administrator
Transportation and Growth Management Program
644 A Street
Springfield, OR 97477
Phone: 541-726-2545
Fax: 541-744-8088
E-Mail: David.I.Helton@odot.state.or.us



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**EXHIBIT A
ADDENDUM TO STATEMENT OF WORK
B33870, 2A-16
City of Astoria
Uniontown Reborn Master Plan**

Contact table shall be deleted in its entirety and replaced with the following:

Agency's Project Manager ("APM") for the WOC Name: Michael Duncan, ODOT TGM Address: Program 350 W Marine Dr Astoria, OR 97103 Phone: Fax: (503) 325-7224 Email: (503) 325-1314 Michael.W.Duncan@odot.state.or.us	Consultant's Project Manager ("PM") for the WOC Name: C. Scott Richman, CH2M Address: 2020 SW Fourth Avenue, Suite 300 Portland, OR 97201 Phone: (503) 872-4747 x24747 Email: Scott.richman@ch2m.com
Contract Administrator for the WOC is the same as Agency's Project Manager	Local Project Manager Name: Mike Morgan, City of Astoria Address: 1095 Duane Street Astoria, OR 97103 Phone: (503) 338-5183 Email: mmorgan@astoria.or.us

Task 9 shall be added as follows:

Task 9 West Marine Drive - Columbia Street to 9th Street Expanded Study Area

Consultant shall supplement the transportation analysis conducted for the Uniontown Reborn Master Plan to include the West Marine Drive corridor between Columbia Street and 9th Street. This is referenced as the Expanded Study Area.

9.1 Revised Methodology Memorandum

Consultant shall revise Methodology Memorandum prepared in Task 2.3 to include the approach to developing Future Year 2023 traffic volumes for the opening year of the Expanded Study Area. Consultant shall obtain approval of methodology from TPAU and Region 2 Traffic Section prior to beginning analysis.

9.2 Supplemental Analysis for Draft Memorandum #3: Baseline Transportation Conditions

Consultant shall conduct elements of the work described in Task 2.4 Draft Memorandum #3: Baseline Transportation Conditions to include the Expanded Study Area. Consultant shall include the Task 9.2 analysis and findings in the Task 2.4 Draft Memorandum #3: Baseline Transportation Conditions.

As supplemental work for the extended study area under Task 2.4, unless otherwise specified in Methodology Memorandum, Draft Memorandum #3 must include the following:

- Volume of vehicles, freight, transit, bicyclists, or pedestrians at study intersections (defined below), adjusted to reflect 30th highest hour conditions;
- Transit service frequency, transit service span, and transit routes;
- Safety issues for all modes, including accident and traffic ticket data and reader board speeding data provided by City;
- An assessment of vehicular LOS, delay, and 95th percentile queuing (simulation based) due to turning vehicles at study intersections; and
- General qualitative assessments of walkability and bikeability on key facilities in the Project Study Area, such as a Walk Score for segments of West Marine Drive.

As noted for Task 2.4, Agency will provide traffic counts for the Expanded Study Intersections. Counts must be 4-hour (2-6pm) full class with turning movement intersection counts with 15-minute intervals.

Expanded Study Intersections

- Hume Avenue/West Marine Drive
- 2nd Street/West Marine Drive
- 3rd Street/West Marine Drive
- 4th Street/West Marine Drive
- 5th Street/West Marine Drive
- 6th Street/West Marine Drive
- 7th Street/Astor Street/West Marine Drive
- 8th Street/West Marine Drive (westbound)
- 8th Street/Bond Street/West Marine Drive (eastbound)
- 9th Street/West Marine Drive
- 8th Street/Commercial Street

Existing operations and safety

Consultant shall conduct the existing conditions traffic analysis for motorized and non-motorized modes for the Expanded Study Area. Consultant shall identify Study Intersections where traffic demand is at or near capacity of the facility compared to the local LOS standards and Oregon Highway Plan V/C ratios. The operation and function of the streets must be described in a way that is easily understood by the public. The vehicular operational analysis of Study Intersections must include LOS and V/C based on a Synchro model developed for the Study Intersections using HCM 6th edition methodology. Signalized intersections V/C ratios

must be manually calculated. 95th percentile queues must be based on SimTraffic microsimulation. SimTraffic micro-simulation work must be calibrated to local conditions following ODOT's Analysis Procedure Manual. Consultant shall obtain data facility characteristics necessary to calibrate and support the use of the Synchro model and SimTraffic microsimulations.

Consultant shall summarize City-provided crash data from Agency's Crash Analysis and Reporting Unit for the Expanded Study Area. At a minimum, Study Intersection crash rates for vehicles, bicycle, pedestrian and transit combined must be compared to published statewide 90th percentile rates in Agency's Analysis Procedure Manual Table 4-1. Consultant shall conduct a crash analysis with Critical Crash Rates and Excess Proportion of Specific Crash Types following the APM for West Marine Drive (US 30/ US 101) in the Study Area.

Future operations

Consultant shall identify planned improvements in the Expanded Study Area including projects in City's 2013 TSP, Sunset Empire Transportation District transit services, and planned or anticipated public works projects provided by City that have potential to affect the physical characteristics of the West Marine Drive corridor. Consultant shall prepare a forecast of future 2035 conditions (No Build), which must include forecast traffic volumes at the Expanded Study Intersections and an assessment of the resulting implications for the following:

- Vehicular LOS, V/C, delay, and queuing (95th percentile) at Study Intersections;
- Impact on transit service provision; and
- Impact on the suitability and desirability for walking and cycling along West Marine Drive.

Consultant shall forecast of future travel demand based on existing comprehensive plan designations and assumptions about the future type and intensity of land uses in the Study Area. No Consultant traffic count data collection or modifications to the travel demand model are assumed as part of this task. Consultant shall use summer version of the Astoria travel demand model. Consultant shall conduct travel demand model runs to determine future travel forecasts. Consultant shall use the Base Year and Future Year model results to develop future traffic (vehicle, pedestrian, bicycle and transit) volume projections on West Marine Drive and other roadways potentially impacted by diverted traffic. Consultant shall report future transit volume estimates provided by Sunset Empire Transportation District. Traffic volume forecasts must be coordinated with forecasts developed for City's 2013 TSP. Consultant shall coordinate with TPAU to address and resolve any issues with travel demand model applications.

9.3 Supplemental information for TAC and SAC Meeting #1

As supplemental work under Task 2.7, Consultant shall compile and present summarized information for the Expanded Study Area at TAC and SAC Meeting #1.

9.4 Supplemental Presentation Material for Public Event #1

As supplemental work under Task 3.3, Consultant shall compile and present summarized information for the Expanded Study Area at public event #1.

9.5 Supplemental Analysis for Revised Memorandum #3: Baseline Transportation Conditions

As supplemental work under Task 3.7, Consultant shall revise Draft Memorandum #3, which includes the Task 9.2 analysis and findings, in response to direction from City based on comments by reviewers and from participants in TAC Meeting #1, SAC Meeting #1, Neighborhood Groups Update #1, and Public Event #1.

9.6 Supplemental Analysis for Tier 2 Evaluation of Preferred Land Use Alternative and Public Improvements

Consultant shall conduct elements of the work described in Task 6.1 Draft Memorandum #7: Preferred Land Use Alternative and Public Improvements to include the Expanded Study Area. Consultant shall include the Task 9.5 analysis and findings in the Task 6.1 Draft Memorandum #7: Preferred Land Use Alternative and Public Improvements.

Draft Memorandum #7 must contain the following elements for the Expanded Study Area:

- Tier 2 Evaluation of Transportation System Improvements
 - Demonstrate performance of Transportation System Improvements against Evaluation Criteria from Revised Memorandum #5.
 - Identify changes to the curb-to-curb roadway cross-section including travel lanes, transit facilities, bicycle facilities, and other street elements within the right-of-way.
 - Show how improvements affecting street design would be accommodated within the existing right-of-way.
 - Identify design and street configuration elements that deviate from City and ODOT standards and why those deviations are recommended.

Traffic Operations and Safety Analysis

Unless otherwise specified in Methodology Memorandum, the Tier 2 Evaluation in Draft Memorandum #7 must include multimodal assessment of traffic operation and safety for the Expanded Study Area with changes in land use resulting from the preferred land use alternative. The Tier 2 Evaluation must identify measures to mitigate unfavorable conditions identified at specific locations.

In addition to work described in Task 6.1, the Consultant shall develop Future Year (2023) traffic forecasts at intersections on the Expanded Study Area. Consultant shall conduct detailed traffic analysis to evaluate intersection operations for the identified public improvements on the Expanded Study Area. The traffic analysis must include impacts on traffic volumes, intersection operation (LOS), vehicle queuing lengths, travel time, impacts to adjacent streets and neighborhoods (cut-through traffic), and impacts to all travel modes.

Similar to Task 6.1, Consultant shall coordinate with City as needed to develop assumptions for a model run of the regional travel demand model based on the preferred land use alternative and transportation system improvements. Consultant shall conduct one Future Year (2035) model run to generate traffic forecasts at intersections on the Expanded Study Area. Consultant shall conduct detailed traffic analysis using the model to evaluate intersection operations on the Expanded Study Area. The Traffic Options Analysis for the preferred land use alternative must

analyzed the same travel characteristics as the Baseline Transportation Conditions analysis, including impacts on traffic volumes, intersection operation (LOS), vehicle queuing lengths, travel time, impacts to adjacent streets and neighborhoods (cut-through traffic), and impacts to all travel modes.

The Tier 2 Evaluation must include an assessment of future conditions for walking, and bicycling in the Expanded Study Area. The multi-modal assessment in Draft Memorandum #7 must include:

1. Level of Traffic Stress measures for pedestrian and bicyclists as outlined in the ODOT Analysis Procedures Manual;
2. Qualitative assessments of walkability and bikeability.

Consultant shall prepare an analysis of safety conditions for the Expanded Study Area. The safety analysis must include Crash Modification Factors to estimate potential crash reduction of the preferred land use alternative and transportation system improvements.

Tier 2 Evaluation

Consultant shall conduct an evaluation of the preferred land use alternative and public investments for the Expanded Study Area using the Evaluation Criteria established in Revised Memorandum #5, standard criteria for the evaluation of transportation system impacts, and other criteria approved by City Project Manager.

9.7 Supplemental Analysis for Revised Memorandum #7: Preferred Land Use Alternative and Public Improvements

As supplemental work under Task 7.4, Consultant shall revise Revised Memorandum #7, which includes the Task 9.4 analysis and findings, in response to direction from City based on comments by reviewers and from participants in TAC Meeting #3, SAC Meeting #3, and Public Event #3.

9.8 Supplemental information for TAC Meeting #3

As supplemental work under Task 6.4, Consultant shall compile and present summarized information for the extended study area at TAC meeting #3.

9.9 Supplemental information for SAC Meeting #3

As supplemental work under Task 6.5, Consultant shall compile and present summarized information for the extended study area at SAC meeting #3.

9.10 Supplemental Presentation Material for Public Event #3

As supplemental work under Task 7.2, Consultant shall compile and present summarized information for the extended study area at Public Event #3.

9.11 Supplemental information for TAC Meeting #4

As supplemental work under Task 8.2 Consultant shall compile and present summarized information for the extended study area at TAC meeting #4.

9.12 Supplemental information for SAC Meeting #4

As supplemental work under Task 8.3 Consultant shall compile and present summarized information for the extended study area at SAC meeting #4.

City Deliverables

- 9.a Crash data from Agency's Crash Analysis and Reporting Unit for the Expanded Study Area
- 9.b Review and comment on Consultant deliverables

Consultant Deliverables

- 9.A Revised Methodology Memorandum
- 9.B Supplemental Analysis for Draft Memorandum #3: Baseline Transportation Conditions
- 9.C Supplemental information for TAC and SAC Meeting #1
- 9.D Supplemental Presentation Material for Public Event #1
- 9.E Supplemental Analysis for Revised Memorandum #3: Baseline Transportation Conditions
- 9.F Supplemental Analysis for Tier 2 Evaluation of Preferred Land Use Alternative and Public Improvements
- 9.G Supplemental Analysis for Revised Memorandum #7: Preferred Land Use Alternative and Public Improvements
- 9.H Supplemental information for TAC Meeting #3
- 9.I Supplemental information for SAC Meeting #3
- 9.J 10 Supplemental Presentation Material for Public Event #3
- 9.K Supplemental information for TAC Meeting #4
- 9.L Supplemental information for SAC Meeting #4

Consultant Amount per Deliverable Table shall be deleted in its entirety and replaced with the following:

CONSULTANT AMOUNT PER DELIVERABLE TABLE

Task / Deliverable		Lump Sum per Deliverable Amount
1	Project Reconnaissance and Kickoff	\$17,100
1.A	Background Information	\$700
1.B	Draft Memorandum #1: Plan Assessment	\$5,200
1.C	Stakeholder Interviews	\$2,800
1.D	Public Involvement Strategy Memorandum	\$800
1.E	Project Kickoff Meeting and Refined Project Schedule	\$5,100
1.F	Initial Outreach Flyer	\$1,800
1.G	Initial Content for Project Website	\$700

Task / Deliverable		Lump Sum per Deliverable Amount
2	Identify and Analyze Existing and Forecast Conditions	\$33,600
2.A	Property and Business Owner Survey	\$2,300
2.B	Draft Memorandum #2: Land Use Conditions	\$4,100
2.C	Methodology Memorandum	\$3,700
2.D	Draft Memorandum #3: Baseline Transportation Conditions	\$11,700
2.E	Draft Memorandum #4: Economic Conditions	\$3,900
2.F	Draft Memorandum #5: Evaluation Criteria	\$3,200
2.G	TAC and SAC Meeting #1	\$4,700
3	Public Outreach #1	\$20,400
3.A	Publicity Material for Public Event #1	\$1,300
3.B	Presentation Material for Public Event #1	\$3,600
3.C	Public Event #1	\$5,800
3.D	Revised Memorandum #1: Plan Assessment	\$2,200
3.E	Revised Memorandum #2: Land Use Conditions	\$1,300
3.F	Revised Memorandum #3: Baseline Transportation Conditions	\$2,900
3.G	Revised Memorandum #4: Economic Conditions	\$1,400
3.H	Revised Memorandum #5: Evaluation Criteria	\$1,900
4	Tier 1 Screening of Land Use Options and Public Improvements	\$38,500
4.A	Draft Memorandum #6: Tier 1 Screening of Land Use Alternatives and Public Improvements	\$22,100
4.B	ODOT Technical Review Meeting of Draft Memorandum #6	\$3,600
4.C	Revised Draft Memorandum #6	\$2,400
4.D	Land Use Alternatives and Transportation System Options Booklet	\$5,600
4.E	TAC Meeting #2	\$3,700
4.F	SAC Meeting #2	\$1,100
5	Public Outreach #2	\$12,800
5.A	Publicity Material for Public Event #2	\$700
5.B	Presentation Materials for Public Event #2	\$6,500
5.C	Public Event #2	\$4,100
5.D	Revised Memorandum #6	\$1,500
6	Tier 2 Evaluation of Preferred Land Use Alternative and Public Improvements	\$40,300
6.A	Draft Memorandum #7: Preferred Land Use Alternative and Public Improvements	\$24,500
6.B	Draft Memorandum #8: Implementation Measures	\$5,800
6.C	Preferred Land Use Alternative and Public Improvement Plan Booklet	\$5,200
6.D	TAC Meeting #3	\$3,700
6.E	SAC Meeting #3	\$1,100

Task / Deliverable		Lump Sum per Deliverable Amount
7	Public Outreach #3	\$13,800
7.A	Publicity Material for Public Event #3	\$700
7.B	Presentation Material for Public Event #3	\$4,400
7.C	Public Event #3	\$4,600
7.D	Revised Memorandum #7	\$2,100
7.E	Revised Memorandum #8	\$2,000
8	Uniontown Reborn Master Plan Adoption	\$26,800
8.A	Draft Uniontown Reborn Master Plan	\$8,200
8.B	TAC Meeting #4	\$2,400
8.C	SAC Meeting #4	\$800
8.D	Revised Draft Uniontown Reborn Master Plan	\$5,000
8.E	Joint Planning Commission, City Council, and Astoria Development Commission Work Session	\$2,800
8.F	Final Draft Uniontown Reborn Master Plan	\$1,600
8.G	Planning Commission Public Hearing	\$2,300
8.H	City Council Public Hearing	\$2,300
8.I	Final Uniontown Reborn Master Plan	\$1,400
9	West Marine Drive - Columbia Street to 9th Street Expanded Study Area	\$33,490
9.1	Revised Methodology Memorandum	\$1,680
9.2	Supplemental Analysis for Draft Memorandum #3: Baseline Transportation Conditions	\$12,990
9.3	Supplemental information for TAC and SAC Meeting #1	\$640
9.4	Supplemental Presentation Material for Public Event #1	\$640
9.5	Supplemental Analysis for Revised Memorandum #3: Baseline Transportation Conditions	\$2,420
9.6	Supplemental Analysis for Tier 2 Evaluation of Preferred Land Use Alternative and Public Improvements	\$12,670
9.7	Supplemental Analysis for Revised Memorandum #7: Preferred Land Use Alternative and Public Improvements	\$450
9.8	Supplemental information for TAC Meeting #3	\$450
9.9	Supplemental information for SAC Meeting #3	\$370
9.10	Supplemental Presentation Material for Public Event #3	\$550
9.11	Supplemental information for TAC Meeting #4	\$360
9.12	Supplemental information for SAC Meeting #4	\$270
	TOTAL	\$236,790

Project Deliverable Schedule

Task	Title	Period
1	Project Reconnaissance and Kickoff	
1.A	Background Information Memorandum	Within four weeks of NTP
1.B	Draft Memorandum #1: Plan Assessment	Within four weeks of NTP
1.C	Stakeholder Interviews	Within six weeks of NTP
1.D	Public Involvement Strategy Memorandum	Within four weeks of NTP
1.E	Project Kickoff Meeting	Within two weeks of NTP
1.F	Initial Outreach Flyer	Within four weeks of NTP
1.G	Initial Content for Project Website	Within four weeks of NTP
2	Identify and Analyze Existing and Forecast Conditions	
2.A	Property and Business Owner Survey	Within six weeks of NTP
2.B	Draft Memorandum #2: Land Use Conditions	Within two months of NTP
2.C	Methodology Memorandum	Within two months of NTP
2.D	Draft Memorandum #3: Baseline Transportation Conditions	Within three months of NTP
2.E	Draft Memorandum #4: Economic Conditions	Within three months of NTP
2.F	Draft Memorandum #5: Evaluation Criteria	Within three months of NTP
2.G	TAC and SAC Meeting #1	Within four months of NTP
3	Public Outreach #1	
3.A	Publicity Material for Public Event #1	At least one month prior to Public Event #1
3.B	Presentation Material for Public Event #1	At least ten working days prior to Public Event #1
3.C	Public Event #1	Within five months of NTP
3.D	Revised Memorandum #1	Within two weeks after Public Event #1
3.E	Revised Memorandum #2	Within two weeks after Public Event #1
3.F	Revised Memorandum #3	Within two weeks after Public Event #1
3.G	Revised Memorandum #4	Within two weeks after Public Event #1
3.H	Revised Memorandum #5	Within two weeks after Public Event #1
4	Tier 1 Screening of Land Use Alternatives and Public Improvements	
4.A	Draft Memorandum #6: Tier 1 Screening of Land Use Alternatives and Public Improvements	Within six months of NTP
4.B	ODOT Technical Review Meeting of Draft Memorandum #6	Within two weeks of delivery of Draft Memorandum #6

Task	Title	Period
4.C	Revised Draft Memorandum #6	Within two weeks of ODOT Technical Review of Draft Memorandum #6
4.D	Land Use Alternatives and Transportation System Options Booklet	Within one weeks of delivery of Revised Draft Memorandum #6
4.E	TAC Meeting #2	Within two weeks of delivery of Revised Draft Memorandum #6
4.F	SAC Meeting #2	Within two weeks of delivery of Revised Draft Memorandum #6
5	Public Outreach #2	
5.A	Publicity Material for Public Event #2	At least one month prior to Public Event #2
5.B	Presentation Materials for Public Event #2	At least ten working days prior to Public Event #2
5.C	Public Event #2	Within eight months of NTP
5.D	Revised Memorandum #6	Within two weeks of Public Event #2
6	Tier 2 Evaluation of Preferred Land Use Alternative and Public Improvements	
6.A	Draft Memorandum #7: Preferred Land Use Alternative and Public Improvements	Within nine months of NTP
6.B	Draft Memorandum #8: Implementation Measures	Within nine months of NTP
6.C	Preferred Land Use Alternative and Public Improvement Plan Booklet	Within three weeks of delivery of Revised Memorandum #8
6.D	TAC Meeting #3	Within two weeks of delivery of Revised Memorandum #8
6.E	SAC Meeting #3	Within two weeks of delivery of Revised Memorandum #8
7	Public Outreach #3	
7.A	Publicity Material for Public Event #3	At least one month prior to Public Event #3
7.B	Presentation Materials for Public Event #3	At least ten working days prior to Public Event #3
7.C	Public Event #3	Within ten months of NTP
7.D	Revised Memorandum #7	Within two weeks after Public Event #3
7.E	Revised Memorandum #8	Within two weeks after Public Event #3
8	Uniontown Master Plan Adoption	
8.A	Draft Uniontown Reborn Master Plan	Within twelve months of NTP
8.B	TAC Meeting #4	Within two weeks of delivery of Draft Uniontown Reborn Master Plan
8.C	SAC Meeting #4	Within two weeks of delivery of


Task	Title	Period
		Draft Uniontown Reborn Master Plan
8.D	Revised Draft Uniontown Reborn Master Plan	Within two weeks of TAC Meeting #4
8.E	Joint Planning Commission, City Council, and Astoria Development Commission Work Session	Within fourteen months of NTP
8.F	Final Draft Uniontown Reborn Master Plan	Within two weeks of Joint Planning Commission, City Council, and Astoria Development Commission Work Session
8.G	Planning Commission Public Hearing	Within sixteen months of NTP
8.H	City Council Public Hearing	Within eighteen months of NTP
8.I	Final Uniontown Reborn Master Plan	Within two weeks of City Council Public Hearing
9	West Marine Drive - Columbia Street to 8th Street Expanded Study Area	
9.A	Revised Methodology Memorandum	Within six months of NTP
9.B	Supplemental Analysis for Draft Memorandum #3: Baseline Transportation Conditions	Within six months of NTP
9.C	Supplemental information for TAC and SAC Meeting #1	Within six months of NTP
9.D	Supplemental Presentation Material for Public Event #1	At least ten working days prior to Public Event #1
9.E	Supplemental Analysis for Revised Memorandum #3: Baseline Transportation Conditions	Within two weeks after Public Event #1
9.F	Supplemental Analysis for Tier 2 Evaluation of Preferred Land Use Alternative and Public Improvements	Within nine months of NTP
9.G	Supplemental Analysis for Revised Memorandum #7: Preferred Land Use Alternative and Public Improvements	Within two weeks after Public Event #3
9.H	Supplemental information for TAC Meeting #3	Within one week of delivery of Revised Memorandum #8
9.I	Supplemental information for SAC Meeting #3	Within one week of delivery of Revised Memorandum #8
9.J	Supplemental Presentation Material for Public Event #3	At least ten working days prior to Public Event #3
9.K	Supplemental information for TAC Meeting #4	Within one week of delivery of Draft Uniontown Reborn Master Plan
9.L	Supplemental information for SAC Meeting #4	Within one week of delivery of Draft Uniontown Reborn Master Plan



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

MEMORANDUM • FINANCE DEPARTMENT

DATE: August 13, 2018
TO: MAYOR AND CITY COUNCIL
FROM:  BRETT ESTES, CITY MANAGER
SUBJECT: SUPPLEMENTAL BUDGETS FOR WATERFRONT BRIDGES PROJECT
FUND #170 and FUND # 410

DISCUSSION/ANALYSIS

ORS 294.473 provides guidance for a municipality to hold a public hearing on a supplemental budget to adjust for changes which could not reasonably be foreseen when preparing the original budget. The process requires advertisement of a supplemental budget not less than 5 days before a Council meeting. There will be a public hearing for consideration of the supplemental budgets being presented. Council may consider a resolution to adopt the supplemental budgets as advertised.

Council adopted Astoria Road District Fund # 170 and Promote Astoria Fund # 410 budgets at the June 6, 2018 meeting. The bids for the Waterfront Bridges Project came in higher than anticipated and the City will need to contribute additional amounts for the project to continue. Public Works engineering has separately provided updates regarding the project and continuing discussion with Oregon Department of Transportation and will provide further updates at the Council meeting.

Staff is presenting a resolution for supplemental budgets to transfer \$ 100,000 from contingency to Capital Outlay in Astoria Road District Fund # 170 and to transfer \$ 120,000 from contingency to Capital Outlay in Promote Astoria Fund # 410 in order to have funds available for the unanticipated expenses.

RECOMMENDATION

It is recommended that City Council conduct a public hearing and approve the supplemental budgets as presented in the attached resolution.

By: 

Susan Brooks, Director of Finance
and Administrative Services

Resolution No. 18-

A RESOLUTION ADOPTING A SUPPLEMENTAL BUDGET FOR THE CITY OF ASTORIA.

WHEREAS, a supplemental budget is required for the Promote Astoria Fund # 410 to recognize unanticipated expense associated with the Waterfront Bridges Project which requires a transfer from contingency to Capital Outlay after the FY 2018-19 budget was adopted.

WHEREAS, a supplemental budget is required for the Astoria Road District Fund # 170 to recognize unanticipated expense associated with the Waterfront Bridges Project which requires a transfer from contingency to Capital Outlay after the FY 2018-2019 budget was adopted.

WHEREAS, ORS 294.473(1)(b) provides direction for the supplemental budget in accordance with specific circumstances, one of which is a pressing necessity that could not reasonably be foreseen when preparing the original budget or a previous supplemental budget for the current year or current budget period and requires prompt action.

WHEREAS, the supplemental budget is on file in the office of the Finance Director at City Hall.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF ASTORIA:

Resources		Astoria Road District Fund # 170		
Beginning Fund Balance	899,600			899,600
Delinquent Ad Valorem Taxes	20	-		20
Local Gas Tax	205,000	-		205,000
Interest on Investments	9,000	-		9,000
Total Resources	1,113,620	-		1,113,620
Requirements				
Material & Services	95,000	-		95,000
Capital Outlay	600,000	100,000		700,000
Contingency	100,000	(100,000)		-
Total Unappropriated Fund Balance	318,620	-		318,620
Total Requirements	1,113,620	-		1,113,620

Resources		Promote Astoria Fund # 410	
Beginning Fund Balance	804,000	-	804,000
Motel Tax	1,230,100	-	1,230,100
Interest Earnings	12,600	-	12,600
Miscellaneous Revenue	4,000	-	4,000
Total Resources	2,050,700	-	2,050,700
Requirements			
Total Materials and Services	653,160	-	653,160
Total Capital Outlay	363,000	120,000	483,000
Total Transfers to Other Funds	360,350	-	360,350
Total Contingencies	200,000	(120,000)	80,000
Total Unappropriated Fund Balance	474,190		474,190
Total Requirements	2,050,700	-	2,050,700

ADOPTED BY THE CITY COUNCIL THIS _____ DAY OF _____, 2018.

APPROVED BY THE MAYOR THIS _____ DAY OF _____, 2018.

Mayor

ATTEST:

City Manager

ROLL CALL ON ADOPTION YEA NAY ABSENT

Councilor Nemlowill
Brownson
Price
Jones


Mayor LaMear



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

MEMORANDUM • PARKS AND RECREATION

DATE: JULY 30, 2018
TO: MAYOR AND CITY COUNCIL
FROM:  BRETT ESTES, CITY MANAGER
SUBJECT: MEMORANDUM OF AGREEMENT WITH LOWER COLUMBIA
PRESERVATION SOCIETY FOR MAINTENANCE AND CARE OF US
CUSTOMS HOUSE REPLICA AND PARK

DISCUSSION/ANALYSIS

The Lower Columbia Preservation Society (LCPS), after being inspired by other successfully enacted maintenance agreements with local groups and individuals, has approached the Parks and Recreation Department to take over the maintenance and care of the US Customs House replica and surrounding park grounds. LCPS feels that the site embodies the values their organization works to support and lends itself as a potential showcase of what their mission is, to promote the preservation of historic architecture and sites in the Lower Columbia River region.

LCPS has committed to carry out all maintenance of the site including:

- Replacement or repair of broken or deficient components of the replica while adhering to historic preservation standards and methods with assistance from Clatsop Community College's Historic Preservation Program
- Mowing and weed-eating of the grounds
- Care of planted beds and trees
- Removal of litter and debris from the site

The attached Memorandum of Agreement, spanning a five year period, has been reviewed by the Lower Columbia Preservation Society and is acceptable to them. The Parks and Recreation Advisory Board has reviewed and discussed the proposal and recommends the City Council approve the agreement and City Attorney Henningsgaard has reviewed and approved the agreement as to form.

RECOMMENDATION

It is recommended that the Astoria City Council approve the maintenance and care proposal by the Lower Columbia Preservation Society and authorize the Mayor to sign the attached Memorandum of Agreement.

By: 

Angela Cosby
Director of Parks & Recreation

MEMORANDUM OF AGREEMENT
BETWEEN THE LOWER COLUMBIA PRESERVATION SOCIETY AND CITY OF ASTORIA
FOR MAINTENANCE AND BEAUTIFICATION OF CUSTOMS HOUSE PARK

This Memorandum of Agreement, hereinafter referred to as "Agreement" made and entered into this _____ day of _____, 2018 by and between the City of Astoria, a municipal corporation of the State of Oregon, hereinafter referred to as "CITY", and The Lower Columbia Preservation Society, hereinafter referred to as "LCPS."

WHEREAS, the CITY is the owner of certain real property hereinafter described and known as Customs House Park; and

WHEREAS, LCPS has Parks Department approval to maintain and improve the care of Customs House Park for the benefit of the general public with resources acquired and provided by LCPS; and

WHEREAS CITY and LCPS have reached this Agreement relative to LCPS's desire for the site to remain a public park in exchange for maintenance of the property; and

WHEREAS, the purpose of this Agreement is to describe terms for maintenance of Customs House Park and any associated future improvements; and

WHEREAS, the CITY is agreeable to such contribution of services, but nothing in this Agreement shall be construed in any way to limit the ownership rights of the CITY regarding this property;

NOW, THEREFORE, the CITY grants permission to LCPS for maintenance and improvements within Customs House Park, subject to the terms hereinafter set forth.

1. PREMISES

CITY hereby allows LCPS to maintain and improve Customs House Park, at 3455 Leif Erikson Dr. in the City of Astoria as depicted on the attached map.

2. REPRESENTATIVES

- a. CITY representative shall be the Parks and Recreation Director, 1555 W Marine Drive, Astoria OR 97103, 503-325-7275.
- b. LCPS's representatives shall be Michael Sensenbach, LCPS President or Rachel Jensen, Executive Director, PO Box 1334, Astoria, OR 97103, 971-704-2016, info@lcpsociety.org.
- c. Representatives shall notify the other representative of any changes in contact information within 30 days of any change.

MEMORANDUM OF AGREEMENT BETWEEN THE LOWER COLUMBIA PRESERVATION SOCIETY AND
CITY OF ASTORIA

3. CITY RESPONSIBILITIES

Whereas, the CITY will review and approve all designs and locations prior to start of any work or installations on the site.

- a. CITY shall coordinate with LCPS on the design, methods, and materials of any improvements proposed.
- b. CITY shall inspect any completed projects for compliance with all requirements prior to acceptance of improvements.
- c. CITY shall perform monthly inspections, and provide notifications as required, to ensure all obligations of this agreement are being fulfilled

4. LCPS RESPONSIBILITIES

Whereas, LCPS will fund and fully support all maintenance and any improvements in accordance with City and Park requirements. And;

- a. In the event the LCPS wishes to install items or substantially alter the site in any way, LCPS shall submit all plans and dedicated funding information for the project's entirety to the CITY for review and approval prior to start of any work.
- b. LCPS is responsible for all costs associated with any installation or construction project; this includes: design, construction, and project management. This also includes any costs incurred by the CITY for support, inspection, project oversight, or other costs that may occur during the course of the project or subsequent to its completion.
- c. For all installation or infrastructure projects valued at over \$5,000, a project manager must be utilized that has been vetted and approved by the CITY. The project manager must be selected based on their applicable expertise and demonstrated knowledge of the proposed project. If no project manager is selected, hired, or designated by LCPS, the CITY will provide one and LCPS will be fully responsible for any costs incurred by the use of the project manager selected.
- d. Construction of any structural improvements shall be completed by a licensed contractor. Contractor shall obtain a City Occupational Tax (business license) and shall obtain any needed grading, building, or other permits required for the project.
- e. All standard governmental rules, regulations, conditions, and requirements shall be applicable to any project beyond the scope of the maintenance obligations below and LCPS agrees to follow them. This shall include obtaining all required licenses and permits and complying with all applicable laws and standards.

- f. Prior to proceeding with any construction or implementation of projects that require additional infrastructure at the site, LCPS will provide a complete set of construction drawings, plans, and specifications to the CITY and demonstrate its ability to construct and maintain the proposed improvement, to a standard agreed upon by the Parks Director, or her/his designee.
- g. LCPS shall provide the following items for any project to install improvements or infrastructure to include; but not be limited to:
 - a. ADA compliant features and access paths for inclusive use, wherever it is deemed feasible to include such improvements.
 - b. LED lighting sufficient for all areas of use, if additional lighting for the site is utilized, or incorporated at a later date.
 - c. Runoff and drainage features that remove excess water from the site during periods of excessive precipitation.
 - d. If the design incorporates any vegetation or planted features, an irrigation system, or proposal for water delivery, must be included in the design and implementation of the project.
- h. Substantial restoration or improvement work carried out on the US Customs House replica must be authorized in advance by the Parks Director, or her/his designee, and must be approved by Clatsop Community College's Historic Preservation Program's instructors, the Historic Landmarks Commission, and the Clatsop County Historical Society. Minor repair or in-kind restoration to be completed by Clatsop Community College's Historic Preservation Program does not require prior approval from the Historic Landmarks Commission or the Clatsop County Historical Society.
- i. At the request of the CITY, LCPS shall repair or reinstall any landscaping within the Park area that is disturbed during any phase of construction or implementation projects. Any landscaping items that are removed and replaced shall be reviewed and approved by the Parks and Recreation Director prior to installation.
- j. Upon completion of any installation or infrastructure project, LCPS shall dedicate the improvements to the CITY as City-owned improvements subject to acceptance by the City Council. All work must be completed prior to acceptance by the CITY.
- k. LCPS shall maintain, repair, and replace any installed improvements or infrastructure as necessary to keep them in good order, condition, and repair throughout the entire Term of this Agreement. This includes any utility costs associated with electricity or water use; as well as costs associated with trash or debris containers that may be rented to remove increased accumulations of trash or debris from the project footprint.

- I. LCPS shall maintain the park site, and any improvements, as necessary to keep the site in good order, safe condition, and repair throughout the entire term of this Agreement. LCPS's efforts will extend to both structural and nonstructural items and to all maintenance, repair, and replacement work that may occur or be required. Maintenance shall include the following:
 1. Removal and repair of any graffiti or vandalism within an acceptable and realistic timeframe, or by request of the Parks Director or her/his designee.
 2. Mowing, edging, trimming of vegetation, at least twice per month April-September, and at least once per month October - March, or by request of the Parks Director or her/his designee.
 3. Removal and disposal of all garbage, debris, or other litter on a weekly basis, or by request of the Parks Director or her/his designee.
 4. Repainting/re-staining/repair of any structures as necessary, or by request of the Parks Director or her/his designee, if such structures or features are added at a later date by mutual consent of both parties.
 5. Reduction or management of noxious/invasive species present within the park through cultural landscape practices (mowing, hand-weeding, seeding, etc.). If any herbicides are to be applied, the City's Herbicide Use Policy guidelines must be followed.
 6. Replacement of any broken or deficient materials or structures, as they occur, and mitigation of any hazardous conditions that may arise due to neglect, damage, or other circumstances.
 7. Repair/replacement of any light or fixture, flag, notice, sign, or other decorative or functional item that becomes broken, vandalized, or is otherwise rendered unusable.
 8. Removal of any insect, or other pests', nests or infestations that may present a safety hazard to the public.
 9. Any sign or notices installed shall be approved in advance by the Parks Director or her/his designee and comply with all City Code regulations regarding posting, advertising, or displaying signs.

5. CLOSURE/REMOVAL OF FACILITY.

- a. CITY shall have the right to restrict use of the site at any time, either permanently, or for a designated period, for reasons of economy, if it is determined that proper maintenance is not being performed by LCPS, if conditions exist that render use of the site a danger, if use of the site is causing a nuisance to neighboring property owners, or at any other time if the CITY deems it appropriate.
- b. CITY may remove any built improvements and dispose of them at the City's discretion, but prior to doing so will allow LCPS the option of removing any improvements identified by the CITY from the site at LCPS's own expense within 90 days of identification by the CITY. In that case, LCPS shall surrender the premises in a state of good condition and repair, free and clear of all occupancies as required by the CITY.

6. TERM

- a. The term of this Agreement shall be for five (5) years, unless terminated prior to such date by mutual agreement of both parties. This Agreement may be extended upon the written request of the LCPS and approval of the City. LCPS shall meet annually on the anniversary date of this Agreement with the Parks Director, or her/his designee, to determine if the requirements of this Agreement are being upheld and to discuss any alterations or changes, desired by either party, to the terms of the agreement. LCPS may terminate this agreement during the annual renewal period, if desired changes or alterations to the terms of this agreement are not mutually agreed upon by both parties.

IN WITNESS, WHEREOF, CITY and LCPS have executed this Memorandum of Agreement as of the date and year mentioned above.

CITY: THE CITY OF ASTORIA

By:

Arline LaMear, Mayor

Attest:

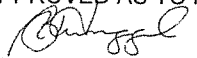
Brett Estes, City Manager

LCPS:

By:

Michael Sensenbach
President, Lower Columbia Preservation Society

APPROVED AS TO FORM:



Blair Henningsgaard, City Attorney

Digitally signed by BLAIR HENNINGSGAARD
DN: cn=BLAIR HENNINGSGAARD, o, ou,
email=blair@astoria.law, c=US
Date: 2018.08.15 15:11:03 -08'00'

MEMORANDUM OF AGREEMENT BETWEEN THE LOWER COLUMBIA PRESERVATION SOCIETY AND
CITY OF ASTORIA

Lief Erikson Dr

US CUSTOMS HOUSE PARK AND REPLICA



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

MEMORANDUM • PUBLIC WORKS DEPARTMENT

DATE: AUGUST 3, 2018
TO: MAYOR AND CITY COUNCIL
FROM:  BRETT ESTES, CITY MANAGER
SUBJECT: AUTHORIZATION TO AWARD DESIGN CONTRACT – 2018 TROLLEY
TRESTLE REPAIR PROJECT

DISCUSSION/ANALYSIS

The City of Astoria has approximately 4.7 miles of railroad track and 8 timber trestles formerly owned and operated by Burlington Northern Railroad from the Port of Astoria to Tongue Point. The Astoria Riverfront Trolley currently operates on approximately 3 miles of this track, and over 4 of the trestles. The Trolley provides passenger service from Portway Street to 39th Street.

Due to the age of the railroad infrastructure, the effort required to maintain the track and structures has been increasing rapidly. OBEC Consulting Engineers have been assisting the City over the last two years with inspection, design and coordination for maintenance of the trestles and trolley infrastructure. This year the scope of their services includes inspection of the trestles currently used by the trolley and design for necessary maintenance work from 6th Street to the Mill Pond Trestle. OBEC will also provide design services for needed maintenance at the 6th Street and 14th Street Park Piers based on previous inspection results.

This scope is consistent with the approach approved by City Council in 2016 which focuses available funding resources on maintaining the structures and track west of 39th Street (active rail) and provides minimal repairs to ensure safe operation of the River Trail east of 39th Street. The addition of the Park Piers was done to ensure that those structures remain safe for pedestrians and to capitalize on similar work associated with trestle maintenance.

There is currently \$350,000 budgeted in the Promote Astoria Fund to cover the cost of inspection, design and maintenance for the track and trestles for FY18/19. We plan to target approximately \$250,000 in maintenance work for the structures. This will likely include replacement and repair of structural members including piling, cross bracing, pile caps, stringers, railroad ties, and decking.

OBEC is listed on the ODOT Consultant List for Local Public Agencies so staff recommends executing a personal services contract for the 2018 Trolley Trestle Repair Project per Astoria Code Section 1.967C(3), Award from a Qualified Pool. The City Attorney has reviewed the contract and approved it as to form.

RECOMMENDATION

It is recommended that City Council authorize award of a personal services contract to OBEC Consulting Engineers in the amount of \$66,632.80 for inspection and design services for the 2018 Trolley Trestle Repair Project.

By: 
Jeff Harrington, Public Works Director

Prepared by: 
Nathan Crater, City Engineer

<p style="text-align: center;">CITY OF ASTORIA CONTRACT FOR PERSONAL SERVICES</p>

CONTRACT:

This Contract, made and entered into this ____ day of _____, 2018 by and between the City of Astoria, a municipal corporation of the State of Oregon, hereinafter called "CITY", and OBEC Consulting Engineers, 920 Country Club Road, Suite 100B, Eugene OR 97401-6089 hereinafter called "CONSULTANT", duly authorized to perform such services 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 perform professional services, as outlined in the Attachment A, to the City of Astoria regarding the inspection and design for the 2018 Trolley Trestle Repair Project.

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

C. The CONSULTANT'S services shall be performed as expeditiously as is consistent with professional skill and the orderly progress of work. All work shall be completed no later than December 31, 2018.

2. COMPENSATION

A. The CITY agrees to pay CONSULTANT a total not to exceed \$66,632.80 price for performance of those services provided herein;

B. The CONSULTANT will submit monthly billings for payment which will be based upon the percentage of work completed in each of the categories listed in the scope of work. Said progress billings shall be payable within 30 days of receipt by City.

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 Nathan Crater, PE, City of Astoria, 1095 Duane Street, Astoria, Oregon, 97103, (503) 338-5173.

5. CONSULTANT'S REPRESENTATIVE

For purposes hereof, the CONSULTANT'S authorized representative will be Marissa Madsen, PE.

6. CITY'S OBLIGATIONS

In order to facilitate the work of the CONSULTANT as above outlined, the CITY shall furnish to the CONSULTANT access to all relevant maps, aerial photographs, reports and site information which is in the City's possession concerning the project area. In addition, the CITY shall act as liaison for the CONSULTANT, assisting the CONSULTANT with making contacts and facilitating meetings, as necessary.

7. CONSULTANT IS INDEPENDENT CONSULTANT

A. CONSULTANT'S services shall be provided under the general supervision of City's project director or his designee, but 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 Astoria, or any partnership or corporation in which a City of Astoria 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.

8. CANCELLATION FOR CAUSE

CITY may cancel all or any part of this Contract if CONSULTANT breaches any of the terms herein and fails to cure such breach within 10 days after receiving notice thereof, 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.

9. ACCESS TO RECORDS

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

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. INDEMNIFICATION

With regard to Comprehensive General Liability, CONSULTANT agrees to indemnify and hold harmless the City of Astoria, 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 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 Astoria 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 the City of Astoria, its Officers and Employees from any and all liability, settlements, loss, reasonable defense costs, attorney fees and expenses to the extent it arises 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 Client, this indemnification and agreement to assume defense costs applies only to the extent of negligence of CONSULTANT.

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

16. 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, written on an occurrence basis, in amounts not less than the limitations on liability for local public bodies provided in ORS 30.272 and ORS 30.273:

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. Coverage shall include consultants, subconsultants and anyone directly or indirectly employed by either.

B. Automobile Liability. 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).

C. 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.

D. Professional Liability Insurance. The CONSULTANT shall have in force a policy of Professional Liability Insurance. The CONSULTANT shall keep such policy in force and current during the term of this contract.

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.

17. CITY'S BUSINESS LICENSE

Prior to beginning work, the CONSULTANT shall have a current City of Astoria business license (occupational tax). Before permitting a sub-consultant to begin work, CONSULTANT shall verify that sub-consultant has a current City of Astoria business license.

18. WORKMEN'S COMPENSATION

The CONSULTANT, its subconsultants, if any, and all employers working under this Agreement are either subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers, or are employers that are exempt under ORS 656.126.

19. LABORERS AND MATERIALMEN, CONTRIBUTIONS TO INDUSTRIAL ACCIDENT FUND, LIENS AND WITHHOLDING TAXES

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 subconsultants 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.

20. NONDISCRIMINATION

It is the policy of the City of Astoria that no person shall be denied the benefits of or be subjected to discrimination in any City program, service, or activity on the grounds of age, disability, race, religion, color, national origin, sex, sexual orientation, gender identity and expression. The City of Astoria also requires its contractors and grantees to comply with this policy.

21. PAYMENT OF MEDICAL CARE

CONSULTANT shall promptly, as due, make payment to any person, copartnership, 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.

22. OVERTIME

Employees shall be paid for overtime work performed under this contract in accordance with ORS 653.010 to 653.261 and Fair Labor Standards Act of 1938 (29 U.S.C. Sections 201 to 209).

23. USE OF ENGINEER'S DRAWINGS AND OTHER DOCUMENTS

The CITY retains all drawings and other documents prepared by the CONSULTANT for the project after payment to CONSULTANT.

CONSULTANT will not be held liable for reuse of documents or modifications thereof for any purpose other than those authorized under this Agreement.

24. STANDARD OF CARE

The standard of care applicable to consultant's services will be the degree of skill and diligence normally employed by professional engineers or 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.

25. 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.

26. ASSIGNMENT

This contract is personal to Consultant and may not be assigned or any work subcontracted without consent from the CITY.

27. 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.

28. 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.

Approved as to form:



Digitally signed by BLAIR
HENNINGSGAARD
DN: cn=BLAIR HENNINGSGAARD, o,
ou, email=blair@astoria.law, c=US
Date: 2018.08.06 08:11:39 -08'00'

City Attorney

CITY OF ASTORIA, a municipal
corporation of the State of Oregon

BY: _____
Mayor Date

BY: _____
City Manager Date

BY: Amy Hakanson 8-8-18
Consultant Date

Attachment A



EUGENE, OR
Corporate Office
541.683.6090

LAKE OSWEGO, OR
503.620.6103

SALEM, OR
503.589.4100

MEDFORD, OR
541.774.5590

VANCOUVER, WA
360.314.2391
www.obec.com

August 1, 2018

Nathan Crater, PE
City Engineer
City of Astoria
1095 Duane Street
Astoria, OR 97103

RE: City of Astoria Trolley Line Inspection
OBEC Proposal No. P848-0008

Dear Nathan:

As requested, OBEC Consulting Engineers (OBEC) is pleased to present the following proposal for engineering services related to the City of Astoria Trolley Line.

Project Background

The City of Astoria owns approximately 4.7 miles of rail line formerly owned by Burlington Northern Railroad. The rail line running along the south bank of the Columbia River contains eight (8) timber trestles totaling approximately 0.78 miles. The timber trestles were originally constructed in the late 1940s and early 1950s.

OBEC has become familiar with the Trolley Line in the last few years from completing previous inspection and engineering services. The intent of this Scope of Work (SOW) is to provide inspection and engineering services to identify necessary repairs of the Trolley Line and at the 6th & 14th Street piers. This SOW specifically provides for the in-depth timber evaluation of the four (4) trestles and engineering services to prepare a bid package for the recommended repairs.

Scope of Work

OBEC proposes the following scope of work to provide these engineering services.



Task 1 Project Management, Coordination and Project Progress Meetings

The major objectives of this task are to establish the lines of communication and set forth the priorities between Consultant and the City, and coordinate and attend meetings between Consultant and the City as needed.

Consultant shall provide the following Project management and coordination services:

- Schedule, coordinate, and supervise Project work
- Maintain liaison and coordination with the City
- Conduct monthly progress reviews
- Prepare invoices, progress reports, and supporting data
- Monitor Project budget
- Prepare, maintain, and update Project activity schedule

Deliverables:

- Monthly Project Status Reports (with Project schedule updates as necessary). A copy of the Monthly Project Status Report must be submitted with the monthly invoice.

Task 2 Field Inspection - Columbia, 1st/2nd, 6th - 11th, Mill Pond

Under this task, OBEC will perform an inspection of the bridges to ascertain the condition of the individual bridge elements. Should you choose to accompany us to the site, we will make those arrangements in advance. Once on site, an Oregon DOT/FHWA-certified Bridge Inspection Team Leader and assistant will perform a thorough condition inspection of the main structural members in accordance with the current Manual for the Condition Evaluation of Bridges as published by the American Association of State Highway and Transportation Officials (AASHTO) as well as the Federal Highway Administration (FHWA) Bridge Inspector's Reference Manual.

The individual timber elements will be sounded for decay and bored to quantify any section loss.

The following timber trestle bridges will be inspected:

- 78-foot timber trestle at MP 99.5
- 1,397-foot timber trestle at MP 100.4
- 686-foot timber trestle at MP 100.9
- 420-foot timber trestle at MP 101.1

Assumptions:

- Inspection team will consist of one (1) Bridge Inspection Team Lead and two (2) Field Technicians.



- Assume 160 hours for completion of inspections including travel time to and from the project site.
- The inspections are anticipated to be completed over a two (2) week period that may require up to four (4) nights of lodging and meal expenses.
- The inspection will take place from land as tides permit.
- Assume four (4) hours of report writing for one (1) Inspection Project Manager.
- Assume eight (8) hours of report writing for one (1) Bridge Inspection Team Leader.
- Assume four (4) hours of Administrative Assistant time for formatting the report.
- The inspection of the Trestle at MP 99.5 will focus on the rail supporting the active trolley and pedestrian walkway. If time allows, the remaining supports for the 2 inactive rail lines will also be inspected.

Deliverables:

- Inspection report, including:
 - Photos of the railway and channel, and any element identified to be in "Poor" or worse condition
 - Updated Condition Drawings
 - Narrative summary comparing the present findings with the previous inspection.

Task 3 Analysis/ Design - Trolley (6th - 11th) and Mill Pond

This task includes engineering services to perform analysis, design repairs, prepare details and prepare technical specification notes for improvements to the Trolley Line trestles. This task also includes a review of the significant deficiency letter from ODOT to determine if members identified as deficient at the intersection of roadway bridges & Trolley trestle require the closure of the Trolley Line until repairs/reconstruction is completed, and an update to the existing ACAD plans to note specific members to be replaced including technical specifications in note format on the existing ACAD and combine with the repair details. In addition this task includes time to prepare a construction cost estimate.

Deliverables:

- Final Plans in ACAD format suitable to be used for a bid package. The drawings will be stamped by an engineer registered in the state of Oregon. One (1) electronic set of full-size PDF will be provided.
- Schedule of Bid items with Engineers Estimate for each trestle.
- Construction Time Estimate



Task 4 Analysis/ Design - 6th Street & 14th Street Piers

This task includes engineering services to perform analysis, design repairs, prepare details and prepare technical specification notes for improvements to the 6th Street and 14th Street piers based off the 2016 inspection report. OBEC will also create ACAD plans to note specific members to be replaced and include technical specifications in note format on the ACAD sheets and combine with the repair details. This task also includes time to prepare a construction cost estimate.

Deliverables:

- Final Plans in ACAD format suitable to be used for a bid package. The drawings will be stamped by an engineer registered in the state of Oregon. One (1) electronic set of full-size PDF will be provided.
- Schedule of Bid Items with Engineers Estimate for each pier.
- Construction Time Estimate.

Task 5 Permit Review

Review the existing City environmental maintenance permit for the trolley line and provide an opinion related to the scope of this repair work. The City received permits from the Department of State Lands (DSL) and the US Army Corp of Engineers in 2015 and 2016 for repair work on the trestles. The intent of this task is to evaluate the existing permits and determine whether they cover the work designed in this Contract.

Deliverables:

- Permit Memorandum

Task 6 Bid Support

Consultant shall provide bidding assistance to the City for answering questions during the advertisement and bidding process to obtain a construction contractor for the Project.

Deliverables:

- Bidder question log as requested.



Services Not Included

The following services have not been included in this proposal. OBEC will be happy to provide a proposal for any of these services at your request.

- Geotechnical design
- Seismic Analysis
- Environmental permitting
- Application for a building permit
- Construction Management
- Construction Support & On-site Inspection
- As Constructed Drawings

Schedule and Fees

OBEC is prepared to complete the field work portion of Task 2 of this scope within six (6) weeks of NTP followed by delivery of Tasks 3 & 4 bidding plans within eight (8) weeks of completing Task 2.

The estimated fee for this work is detailed in the attached spreadsheet. Tasks can be activated/authorized individually as long as precluding work is in progress and/or completed. Labor rates are based on OBEC's 2018 standard rate table, attached for your reference. We propose to complete the services outlined in our scope of work on a time-and-materials basis for an estimated fee not to exceed (NTE) \$66,632.80.

Contingency Tasks

No contingency tasks are included in the scope of work.

We trust this proposal provides you with the information required for this condition assessment work and hope that it meets with your approval. Please do not hesitate to contact me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Madsen".

Marissa Madsen, PE
Project Manager

ATTACHMENT 1 **Estimated Labor Costs and Expenses**

Astoria Trolley Line Suspension 2018
City of Astoria
OBEC Consulting Engineers

August 1, 2018
OBEC Project No. PB48-0008.00

Task	Construction Manager	Engineer A	Assistant Project Manager	Design Manager	Surveyor	Equipment	Project Committee	Design Supervisor	Survey CAD Operator	Equipment (Ft)	LUBRICATION	TOTAL HOURS	COST TOTAL
Task 1 Project Management, Coordination and Project Progress Meetings	20										20		\$ 3,360.00
Task 2 Field Inspection - Columbia, 1st/2nd, 6th - 11th, Mill Pond	4		68				4			100	176		\$ 20,756.00
Task 3 Analysis/Design - Trolley (6th - 11th) and Mill Pond		24	4	16		40			60		144		\$ 18,472.00
Task 4 Analysis/Design - 6th Street & 14th Street Plaza		16	4	8		64			64		156		\$ 18,460.00
Task 5 Permit Review					8						8		\$ 1,016.00
Task 6 Bid Support	4	4									8		\$ 1,244.00
Total	28	44	76	24	8	164	4	0	184	100	512		\$ 68,408.00
2018 OBEC Rates													
Total Labor Estimate	\$ 4,704.00	\$ 1,680.00	\$ 1,430.00	\$ 188.00	\$ 127.00	\$ 99.00	\$ 115.00	\$ 143.00	\$ 118.00	\$ 99.00			
Total Labor Estimate	\$ 4,704.00	\$ 7,292.00	\$ 10,888.00	\$ 4,512.00	\$ 1,016.00	\$ 10,296.00	\$ 460.00	\$ -	\$ 14,240.00	\$ 9,900.00			
Expenses = \$ 3,224.50													
Total Not to Exceed = \$ 66,632.50													



AGENDA

ASTORIA DEVELOPMENT COMMISSION

August 20, 2018
Immediately Follows Council Meeting

- 1) CALL TO ORDER
- 2) ROLL CALL
- 3) REPORTS OF COMMISSIONERS
- 4) CHANGES TO AGENDA
- 5) REGULAR AGENDA ITEMS

All agenda items are open for public comment following deliberation by the Commission. Rather than asking for public comment after each agenda item, the Mayor asks that audience members raise their hands if they want to speak to the item and they will be recognized. In order to respect everyone's time, comments will be limited to 3 minutes.

- a) Diana Kirk/Workers Tavern Application for Storefront Improvement Grant – 151 W. Marine Dr.
- b) Astor East Urban Renewal Project – Funding Status

6) NEW BUSINESS & MISCELLANEOUS, PUBLIC COMMENTS (NON-AGENDA)

THE MEETINGS ARE ACCESSIBLE TO THE DISABLED. AN INTERPRETER FOR THE HEARING IMPAIRED MAY BE REQUESTED UNDER THE TERMS OF ORS 192.630 BY CONTACTING THE CITY MANAGER'S OFFICE AT 503-325-5824.



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

MEMORANDUM • CITY MANAGER

DATE: AUGUST 16, 2018
TO: PRESIDENT AND COMMISSION
FROM: BRETT ESTES, CITY MANAGER
SUBJECT: ASTORIA DEVELOPMENT COMMISSION (ADC) MEETING OF AUGUST 20, 2018

REGULAR AGENDA ITEMS

Item 5(a): **Diana Kirk/Workers Tavern Application for Storefront Improvement Grant – 151 W. Marine Dr.**

The Astoria Development Commission has been considering a storefront improvement program for the Astor West Urban Renewal Area since 2013. The purpose of the program is to revitalize designated commercial districts such as Uniontown, particularly in historic areas. The City Community Development Department developed a set of façade grant design guidelines in April 2016, and the program was discussed by the Astoria Development Commission on May 2, 2016. At the September 2016 meeting the ADC approved the guidelines.

The Workers Tavern is an historic building in a priority area, W. Marine Drive. It has recently changed ownership, and the new owners are committed to restoring the building appropriately and extensively. The owners are applying for a grant of \$12,371, which is 25% of the total project cost of \$49,486. The work, much of which has been accomplished, includes window replacement for both the upstairs and commercial storefront, dry rot repair on the façade, and door repair. A revitalization proposal was submitted on April 17, 2018. Because of the need to repair and restore the building during dry weather, the owners decided to proceed with the work and apply later. A letter from Diana Kirk is attached to the memo explaining the approach, along with the original proposal.

It is recommended that Astoria Development Commission approve the application for façade renovation for Workers Tavern.

Item 5(b): **Astor East Urban Renewal Project – Funding Status**

As a part of the 2018-19 budget process, the Arts and Culture Subcommittee reviewed a request from the Liberty Theater for funds to facilitate remodeling of portions of the theater. Funds for that project were

not recommended to the Budget Committee; however members of that subcommittee inquired to staff if there could be other possibilities to fund this project from sources such as Urban Renewal.

Chair LaMear has added this item to the agenda to receive a summary of the Astor East budget and to allow dialogue amongst ADC members to determine if a possible grant to the Liberty Theater should be considered, while weighing other possible future projects.




CITY OF ASTORIA

Founded 1811 • Incorporated 1856

MEMORANDUM • COMMUNITY DEVELOPMENT

DATE: JULY 23, 2018

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: DIANA KIRK/WORKERS TAVERN APPLICATION FOR STOREFRONT IMPROVEMENT GRANT – 151 W. MARINE DRIVE

DISCUSSION/ANALYSIS

The Astoria Development Commission has been considering a storefront improvement program for the Astor West Urban Renewal Area since 2013. The purpose of the program is to revitalize designated commercial districts such as Uniontown, particularly in historic areas. The City Community Development Department developed a set of façade grant design guidelines in April 2016, and the program was discussed by the Astoria Development Commission on May 2, 2016. At the September 2016 meeting the ADC approved the guidelines.

The program guidelines list several types of repairs that would be eligible for the grant:

- Replacement, repair or alteration of building exteriors (facades) or elements such as doors, windows, lighting, porches, unique architectural features, balconies, etc.
- Repair or replacement of awnings.
- Exterior painting and cleaning.
- Sign repair, replacement, installation or removal.
- Site improvements, such as sidewalk area improvements, landscaping, etc.

Projects of \$10,000 or less are eligible for reimbursement grants of 50% of the cost. Projects between \$10,000 and \$50,000 are eligible for grants of 25% of the project cost. Two competitive bids are required for smaller projects, and three bids are required for larger projects. No specific funds have been identified for the project in the current fiscal year, but it the Finance Director has stated that grants would be part of the capital budget of the Astor West Urban Renewal District, and sufficient funds are available.

The Workers Tavern is an historic building in a priority area, W. Marine Drive. It has recently changed ownership, and the new owners are committed to restoring the building appropriately and extensively. The owners are applying for a grant of \$12,371, which is 25% of the total project cost of \$49,486. The work, much of which has been accomplished, includes window replacement for both the upstairs and commercial storefront, dry rot repair on the façade, and door repair. A revitalization proposal was submitted on April 17, 2018. Because of the need to repair and restore the building during dry weather, the owners decided to proceed with the

work and apply later. A letter from Diana Kirk is attached explaining the approach is attached, as well as the original proposal. The applicant is utilizing a commercial loan from Craft3 to cover the remainder of the costs, which include residential units on the first floor, possible short term lodging units, and a separate business (to be determined) on the west side of the building. All of the work for this phase of the restoration is being done by DK Window Works, a licensed contractor.

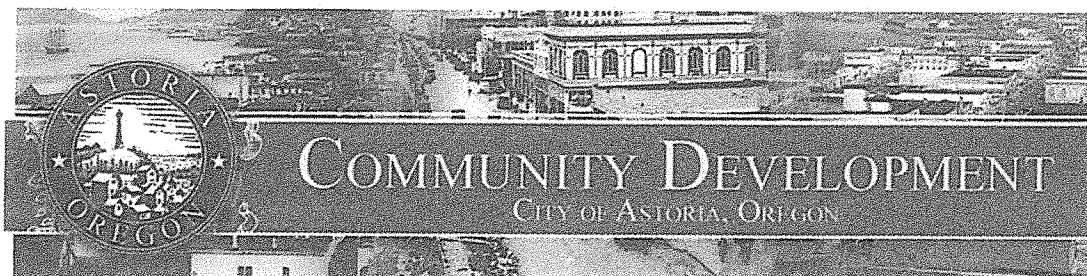
While the applicant has requested post construction funding which differs from the standard protocol set by the ADC, staff does not have a concern proceeding. This is the first application to be processed and staff is determining if future revisions to protocol should be established.

RECOMMENDATION

It is recommended that Astoria Development Commission approve the application for façade renovation for Workers Tavern.

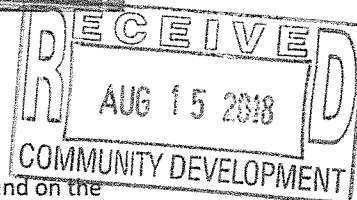
By: 

Mike Morgan, Contract Planner
Community Development Department



"Where Preservation Meets Progress"

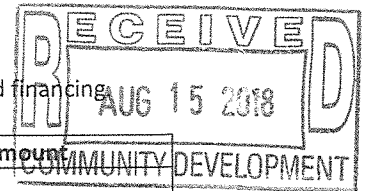
Astor West Urban Renewal District Storefront Improvement Program Application



Please completely and accurately fill out the following form, follow all program guidelines found on the City's website, and attach two (2) competitive contractor bids for the proposed project and written proof of ownership of the building (or consent to act on behalf of the owner).

Project Property Address: <u>281 W. Marine</u> <u>Astoria, OR 97103</u>		Do you <input checked="" type="checkbox"/> Own <input type="checkbox"/> Lease	
Legal Description:			
Lot <u>13 and 14</u>	Block <u>2</u>	Subdivision <u>Taylor's</u>	<u>Historic</u>
Map <u>897CA</u>	Tax Lot <u>3800</u>	Zone <u>C3</u>	
Applicant Name: <u>Diana Kirk</u>		Date Submitted: <u>8/15/18</u>	
Address: <u>281 W. Marine Drive</u>		Phone: <u>503-788-3291</u>	
Mailing Address if different: <u>P.O. Box 214</u>		Email: <u>workers tavern@gmail.com</u>	
Business Name: <u>Workers Tavern</u>		Tax ID Number: <u>82-2481828</u>	
Building Owner Contact Information (if different from applicant): <u>Diana Kirk</u>		Phone: <u>503-929-1182</u>	
Address: <u>151 W. Franklin</u>		Email: <u>same</u>	
Brief Description of Project/Use of Funds. Applicant should submit more complete project description on a separate page (include detailed project description, materials, detailed cost estimate, timing, photos, and drawings if appropriate.) <u>See attached</u>			
Total Project Cost	Estimated Start Date	Estimated Completion Date	Grant Request Amount
<u>\$49,486.50</u>	<u>June 1 2018</u>	<u>Aug 15 2018</u>	<u>\$12,371.63</u>
The statements made herein are true and represent an accurate and full disclosure of all appropriate information as of this date. Applicant understands that the City will retain this application and any other credit information the City receives, whether or not this loan request is approved. Applicant understands this loan application can become public information; however, financial statements, tax returns, project pro formas, and business information documents will be kept confidential. Applicant agrees to enter into an agreement with the City and to work cooperatively with City and State officials on this project, if funded.			
Applicant Signature: <u>Diana Kirk</u>			Date: <u>8/15/18</u>

Please complete the following sources and uses table that details your project's anticipated financing.



Financing Sources	Uses (Construction)	Total Amount
Cash		\$ 0.00
Private Loans		\$ 0.00
Commercial Loans	37,114.88	\$ 0.00
Urban Renewal Grant	12,371.66	\$ 0.00
Other Sources		\$ 0.00
		\$ 0.00
Total Funding	\$ 0.00	\$ 0.00

Thank you for your application!

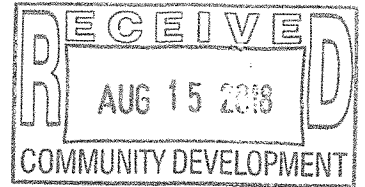
We are excited at the opportunity to work with you and to help improve Astoria and Uniontown.

City of Astoria
Community Development Department Team
1095 Duane
Astoria OR 97103
503-338-5183
kcronin@astoria.or.us

For Office Use Only:			
Date Application Received		Date Approved/Denied	
Total Amount Requested		Total Amount Granted	
Total Project Budget		Signature	
Materials Provided	Yes	No	Notes
Detailed Costs			
Bids			
Photos			
Drawings			
Owner Authorization			
Overlay Zone Design Review Required			
Historic Design Review Required			



**ASTORIA URBAN RENEWAL
FACADE GRANT PROGRAM
REIMBURSEMENT REQUEST FORM**

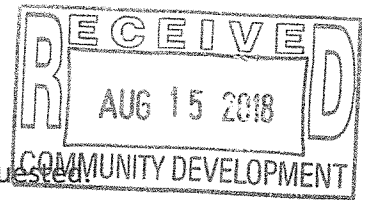


Project Property Address: 281 W. Marine Dr., Astoria, OR 97103	
Applicant Name: Diana Kirk	Date Submitted: 8/15/18
Address: 281 W. Marine Drive	Phone: 503-788-3291
Mailing Address if different: P.O. Box 214 Astoria, 97103	Email: workerstavern@gmail.com
Business Name: Workers Tavern	Tax ID Number: 82-2481828

	Description of expenditure/name of vender	Amount on receipt or paid invoice	Reimbursement request amount
0	Example: lumber and door, Home Depot	\$795.95	\$625.00
1	Rebuild Store Front	27,729.50	
2	Residential Frontage Windows	21,757.00	
3			
4			
5			
6			
7			
8			
9			
10			
11	Please list any additional items on a separate sheet, and write the sum of their invoices and reimbursement request amounts in the column to the right.	49,486.50	12,371.63
12	Reimbursement requested by this form		
13	Reimbursement requested to date		
14			
15	Total reimbursement requested (sum of rows 12 and 13)		

Required Attachments:

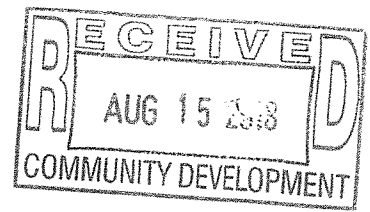
1. Copy of receipt or paid invoice for all items for which reimbursement is requested.
2. Copy of all work permits issued for project work.
3. Copy of building inspector inspection reports.
4. Picture of finished work.



I, Diana Kirk, request reimbursement in the
(Applicant Name)

amount of \$ 12,371.63
(Line 12)

Signature Diana Date 8/16/18



Dear City Councilors and Mayor,

Today I've presented to you receipts for work done on the Workers Tavern building in Uniontown. The receipts cover the 22 residential windows as well as façade repairs done by Pacific Windows, DK Windows and Left Shore Construction. The façade at purchase was severely cracked by neglect and the commercial windows were compromised after we lifted the building two inches back in December of 2017. The 22 residential windows were leaking water and over half were cracked from neglect.

At the time of purchasing Workers Tavern, my husband and I decided we would only hire Astoria Contractors to work on the building. The history of the building is supporting the workers of Astoria so that would start with us only hiring Astoria contractors. Although difficult for some repairs, after seeing the great job DK Windows and Pacific did on the Columbian last summer, we knew they would do a great job for us as well.. Kenny the owner took time out of his schedule to meet with Nancy Ferber in historical to make sure our choices met requirements as well as code.

We applied for a Uniontown grant in April of this year to repay part of the existing repairs on the front of the building. I've known about the grant since Kevin Cronin told me about it last summer after news broke of the purchase. But with his departure, it became difficult to get the information to the right people and I could not wait to receive city approval out of fear of losing the season. My goal is to paint the front of the building before end of summer using the Uniontown Grant money we're applying for. The repairs have been completed and a painter is standing by.

Thank you for your time considering our application and we look forward to hearing your decision.

Sincerely,

Diana Kirk

Owner of Workers Tavern

DK Window Works, Inc.

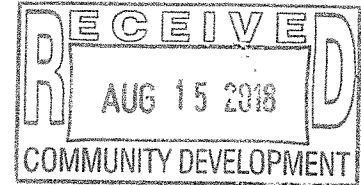
35372 HWY 101 Business #11
Astoria, Oregon 97103

Invoice

Date	Invoice #
2/23/2018	3550

Bill To
Steve Dopp 151 West Franklin Astoria, Oregon 97103

PAID
08/01/2018



P.O. No.	Terms	Project
9157		

Quantity	Description	Rate	Amount
21	New Milgard Double Hung. Retro fit windows Per Milgard Quote #SQPCD000559 Installed In upstairs and one kitchen window at The workers Tavern.	1,011.04762	21,232.00T
3	New sill replacements 1 - Apt. #1, 1 - Downstairs street unit kitchen, 1 - Workers Kitchen	175.00	525.00T
	\$28,583.00 original invoice - See invoice #3576 3/6/18 \$15,243.84 - Covers cost of windows. Labor billed seperate		0.00

Phone #	Fax #	E-mail
503-325-4672	503-325-4830	DKWindowworks@hotmail.com 8/17/18

Total \$21,757.00

DK Window Works, Inc.

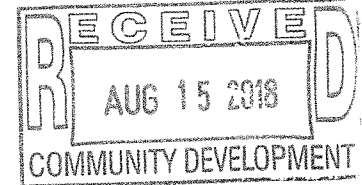
35372 HWY 101 Business #11
Astoria, Oregon 97103

Invoice

Date	Invoice #
6/25/2018	3728

Bill To
Steve Dopp 151 West Franklin Astoria, Oregon 97103

PAID
08/01/2018



P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
1	Labor and materials to rebuild store front at Workers Tavern and store front West Door per proposal #9182	27,729.50	27,729.50T
	\$12,865.00 to Pacific Window Restoration		0.00

Total \$27,729.50

Phone #	Fax #	E-mail
503-325-4672	503-325-4830	DKWindowworks@hotmail.com 8/17/18

RECEIVED
AUG 15 2018
COMMUNITY DEVELOPMENT







ASTORIA DEVELOPMENT COMMISSION

STOREFRONT IMPROVEMENT PROGRAM GUIDELINES

- 1) Projects assisted by this program are to be exterior rehabilitation and renovation projects showing significant aesthetic improvement to the property and to be compatible with the Uniontown streetscape. No grant money shall be used for interior work or tenant improvements.
- 2) Eligible properties are commercial, industrial, or mixed-use live work buildings located in Astor West Urban Renewal District. Multifamily properties with four or more units and located within the District are also eligible.
- 3) Property owners must be current on property taxes, business license, and there are no outstanding code violations or inspections unless there is an approved remediation plan.
- 4) All projects must comply with the Astoria Development Code and be permitted appropriately through the Community Development Department, including historic or design review. Architectural design assistance is encouraged with a qualified architect. Up to \$1,000 of the total grant or 10% of project budget, whichever is less, can be used for design assistance.
- 5) Applicant will submit completed grant application with property owner information and signature. Only *completed* applications will be considered for funding.
- 6) Applicant will provide two (2) bids from licensed contractors for each portion of the project if less than \$5,000 and three (3) bids for any portion of the contract which is in excess of \$5,000.
- 7) The Historic Landmarks Commission (HLC) will review the preferred design if the building is a historic resource and the request meets a Type 3 review level. The HLC will approve the proposal as submitted or make recommendations for alterations to the design or deny the application.
- 8) The Astoria Development Commission and the property owner will enter into a contractual agreement for the proposed improvements, but will not be subject or party to any contractual agreement with a general contractor. The construction contract and approved scope of work will be referenced and attached to the grant agreement.
- 9) The Astoria Development Commission will provide up to \$10,000 grant assistance per property, with a 50% match required by the applicant for improvements and administratively approved (staff level). Grant amounts above \$10,000 require a higher leverage (~75% match) and will be considered by the Astoria Development Commission (ADC). Requests for financial assistance that exceed \$50,000 will be considered approved by ADC and administered by CRAFT3. Specific terms would be negotiated prior to ADC consideration.



10) Items needed for final payment reimbursement:

Contractor's Final Invoice (detailed and itemized description of scope of work performed and materials used during project).

- ◆ Proof of Payment to Contractor (copy of check, bank statement, etc.)
- ◆ Digital Photos of "Before & After" Project
- ◆ Site Inspection (conducted by City staff)
- ◆ Federal W-9 Form - <http://www.irs.gov/pub/irs-pdf/fw9.pdf> ☐

11. All projects shall comply with the City of Astoria's Development Code and Astor West Design Guidelines.

12. If the building is designated as a historic resource by the City of Astoria, the project design must restore the building as closely to its original design as possible. All storefronts shall be designed, constructed, and maintained to complement and accent the original architectural features of the building. All accessories, signs, awnings, etc. shall likewise complement the overall character of the building and streetscape.

13. Grants are dependent upon an approved project plan and contract with the City of Astoria. Final invoices and proof of payment to contractor must be submitted for reimbursement. No grant money will be disbursed until the project is completed and is approved by the City of Astoria.

14. To qualify for grant funds, a storefront improvement application and appropriate plans must be submitted to the City of Astoria, approved and a grant contract signed prior to work commencing.

15. The grant will have a term of not more than one year with a single payment after receipt of completed work. All work needs to be done by licensed and bonded contractors.

16. ALL PROJECTS PROPOSED BY TENANTS: Provide a signed lease of at least one year of duration. Provide a notarized Authorization of Work from the property owner. Submit signed Hold Harmless Agreement.

17. The following list is not exhaustive, but covers the majority of types of projects that are eligible:

- Replacement, repair or alteration of building exteriors (facades) or elements such as doors, windows, lighting, porches, unique architectural features, balconies, etc.
- Repair or replacement of awnings.
- Exterior painting and cleaning (major, not maintenance).
- Sign repair, replacement, installation or removal.
- Site improvements, such as sidewalk area improvements, landscaping, etc.



18. *Ineligible Activities:*

- Inappropriate cleaning (ex. washing, scrubbing, general maintenance, etc.)
- Property maintenance
- Building acquisition
- Inventory or other working capital
- Administrative costs or payments to a borrower
- New development or construction

20. Funds shall be allocated based on the following criteria and are subject to availability:

- Be in the public interest
- First come, first serve; W Marine Drive corridor is a priority area as the primary business district
- Encourage greater marketability of the business district
- Complement the existing historic nature and business district climate
- Visual prominence of the building and its location
- Aesthetic quality design proposal
- Historical and architectural significance of the building
- Potential impact on the attractiveness of the city streetscape, the particular building, and the economic development of the intended area; and
- Readiness to proceed.