



CITY COUNCIL REGULAR SESSION

Wednesday, March 06, 2019

265 Strand Street, St. Helens, OR 97051

www.ci.st-helens.or.us

Welcome!

All persons planning to address the Council, please sign-in at the back of the room. When invited to provide comment regarding items not on tonight's agenda, please raise your hand to be recognized, walk to the podium in the front of the room to the right, and state your name only. You are not required to give your address when speaking to the City Council. If you wish to address a specific item on the agenda, you should make your request known to the Mayor as soon as possible before the item comes up. The Council has the authority to grant or deny your request. Agenda times and order of items are estimated and are subject to change without notice.

1. **7:00PM - Call Regular Session to Order**
2. **Pledge of Allegiance**
3. **Visitor Comments - Limited to five (5) minutes per speaker**
4. **Resolutions**
 - 4.a. Resolution No. 1836: A Resolution of the Common Council of the City of St. Helens, Oregon, Adopting a Supplemental Budget for Making Appropriations for Fiscal Year 2018-19
[04A. Res No 1836 - FY18-19 Supp Budget PENDING 030619.pdf](#)
5. **Award Bid/Contract**
 - 5.a. 2019 Waterline Improvement Project to Turney Excavating, Inc. in the Amount of \$174,620
[05A. 3-5-19_Award_WatermainReplacement.pdf](#)
 - 5.b. Sodium Hypochlorite Contract for WWTP to HASA Inc. at \$0.99/gallon
[05B. 3-5-19_Award_Hypo_WWTP.pdf](#)
6. **Approve and/or Authorize for Signature**
 - 6.a. Intergovernmental Cooperation Agreement with Oregon Building Codes Division for ePermit System and Services

The St. Helens City Council Chambers are handicapped accessible. If you wish to participate or attend the meeting and need special accommodation, please contact City Hall at 503-397-6272 in advance of the meeting.

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[06A. ePermit_IGA_StHelens.pdf](#)

- 6.b. Agreement with E2C Corp. for Events Coordination and Management
[06B. PSA w E2C Corp - Events Coord & Mgmt.pdf](#)
- 6.c. Agreement with Acc-U-Set to Relocate a Mobile Building to the Police Department Property
[06C. Agr w AccUSet to Move PD Modular Bldg.pdf](#)
- 6.d. Agreement with Columbia Pacific Economic Development District for CDBG Grant Administration Services for the Columbia Pacific Food Bank Design and Construction Project
[06D. PSA w COLPAC - Food Bank Grant Admin.pdf](#)
- 6.e. Agreement with Integrity Concrete & Construction to Rehabilitate the Concrete at St. Helens Skate Park
[06E. PSA w Integrity Concrete & Constr - Rehab Concrete at Skate Park.pdf](#)
- 6.f. Contract Payments
[06F. 030619 Contract Payments.pdf](#)

7. Consent Agenda for Approval

- 7.a. Council Work Session and Regular Session Minutes dated February 20, 2019
[07A. 030619 Council Minutes TO BE APPROVED.pdf](#)
- 7.b. System Development Charge Reimbursement to Wayne Weigandt in the Amount of \$3,171.91
[07B. 3-5-19_SDC_Reimbursement_FirstStreet.pdf](#)
- 7.c. Planning Commission/City Council Work Session Riverfront Connector Plan Meeting Minutes dated February 20, 2019
[07C. 022019 PC-CC Work Session DRAFT Minutes.pdf](#)
- 7.d. Accounts Payable Bill Lists
[07D. AP Files.pdf](#)

8. Mayor Scholl Reports

9. Council Member Reports

10. Department Reports

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11. **Other Business**

12. **Adjourn**

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City of St. Helens
RESOLUTION NO. 1836

**A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF ST. HELENS,
OREGON, ADOPTING A SUPPLEMENTAL BUDGET FOR MAKING
APPROPRIATIONS FOR FISCAL YEAR 2018-19**

WHEREAS, the Common Council of the City of St. Helens finds it necessary to revise previous appropriations for the purpose of providing category balances which will be adequate to cover unexpressed liabilities and additional accruals relating to the fiscal year 2018-19; and

WHEREAS, a supplemental budget for all funds for the period of July 1, 2018 through June 30, 2019, inclusive, has been prepared, published and submitted to as provided by statute; and

WHEREAS, a hearing to discuss the supplemental budget was held before the City Council on March 6, 2019; and

WHEREAS, it further appears that it is in the best interest of the City to approve the change in appropriations for the period of July 1, 2018 through June 30, 2019

NOW, THEREFORE, THE CITY OF ST. HELENS RESOLVES AS FOLLOWS:

Section 1. Pursuant to its authority under ORS 294.480, the supplemental budget be adopted and appropriations established as shown in the attached Exhibit A which by this reference is made part of this Resolution.

Approved and adopted by the City Council on March 6, 2019, by the following vote:

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder

EXHIBIT A


FUND 704 - FACILITY MAJOR MAINTENANCE			
<u>RESOURCES</u>	<u>AMOUNT</u>	<u>EXPENDITURES</u>	<u>AMOUNT</u>
Charges for Services	65,000	Materials & Services	10,000
Intergovernmental Rev	80,000	Capital Outlay	456,000
Miscellaneous	555,000	Contingency	434,392
Fund Balance Available	200,392		
TOTAL =	900,392	TOTAL =	900,392
FUND 703 - PW OPERATIONS			
<u>RESOURCES</u>	<u>AMOUNT</u>	<u>EXPENDITURES</u>	<u>AMOUNT</u>
Charges for Services	3,334,000	Personnel Services	2,691,000
Lic, Perm, Fees	20,000	Materials & Services	402,000
Misc.	30,000	Contingency	160,701
Fund Balance Available	139,701		
TOTAL =	3,523,701	TOTAL =	3,253,701
FUND 702 - IT SERVICES			
<u>RESOURCES</u>	<u>AMOUNT</u>	<u>EXPENDITURES</u>	<u>AMOUNT</u>
Charges for Services	369,000	Materials & Services	283,000
Fund Balance Available	88,155	Capital Outlay	17,000
		Contingency	157,155
TOTAL =	457,155	TOTAL =	457,155
FUND 701 - EQUIPMENT			
<u>RESOURCES</u>	<u>AMOUNT</u>	<u>EXPENDITURES</u>	<u>AMOUNT</u>
Charges for Services	663,000	Personnel Services	272,500
Transfers	32,599	Materials & Services	165,000
Fund Balance Available	609,715	Capital Outlay	240,000
		Contingency	627,814
TOTAL =	1,305,314	TOTAL =	1,305,314
FUND 607 - PARKS SDC			
<u>RESOURCES</u>	<u>AMOUNT</u>	<u>EXPENDITURES</u>	<u>AMOUNT</u>
Charges for Services	20,000	Materials & Services	130,000
Fund Balance Available	203,241	Capital Outlay	90,741
		Transfers	2,500
TOTAL =	223,241	TOTAL =	223,241

FUND 606 - STORM SDC			
<u>RESOURCES</u>	<u>AMOUNT</u>	<u>EXPENDITURES</u>	<u>AMOUNT</u>
Charges for Services	20,000	Materials & Services	100,000
Fund Balance Available	198,681	Capital Outlay	116,181
		Transfers	2,500
TOTAL =	218,681	TOTAL =	218,681
FUND 604 - SEWER SDC			
<u>RESOURCES</u>	<u>AMOUNT</u>	<u>EXPENDITURES</u>	<u>AMOUNT</u>
Charges for Services	65,000	Materials & Services	500,000
Fund Balance Available	1,202,372	Capital Outlay	757,372
		Transfers	10,000
TOTAL =	1,267,372	TOTAL =	1,267,372
FUND 602 - WATER SDC			
<u>RESOURCES</u>	<u>AMOUNT</u>	<u>EXPENDITURES</u>	<u>AMOUNT</u>
Charges for Services	60,000	Materials & Services	200,000
Fund Balance Available	638,513	Capital Outlay	493,513
		Transfers	5,000
TOTAL =	698,513	TOTAL =	698,513
FUND 605 - STORM			
<u>RESOURCES</u>	<u>AMOUNT</u>	<u>EXPENDITURES</u>	<u>AMOUNT</u>
Charges for Services	910,500	Personnel Services	415,000
Misc.	6,000	Materials & Services	678,000
Transfers	2,100,000	Capital Outlay	965,000
Fund Balance Available	1,041,752	Contingency	952,252
		Unapp Fund Balance	1,048,000
TOTAL =	4,058,252	TOTAL =	4,058,252
FUND 603 - SEWER			
<u>RESOURCES</u>	<u>AMOUNT</u>	<u>EXPENDITURES</u>	<u>AMOUNT</u>
Charges for Services	4,131,000	Personnel Services	1,261,000
Misc.	13,000	Materials & Services	2,417,500
Transfers	175,000	Debt Service	705,000
Fund Balance Available	4,571,277	Capital Outlay	300,000
		Transfers	2,100,000
		Contingency	768,277
		Unapp Fund Balance	1,338,500
TOTAL =	8,890,277	TOTAL =	8,890,277

FUND 601 - WATER			
<u>RESOURCES</u>	<u>AMOUNT</u>	<u>EXPENDITURES</u>	<u>AMOUNT</u>
Charges for Services	3,280,000	Personnel Services	909,000
Misc.	20,000	Materials & Services	1,748,500
Transfers	175,000	Debt Service	510,000
Fund Balance Available	3,254,111	Capital Outlay	455,000
		Contingency	358,111
		Unapp Fund Balance	2,748,500
TOTAL =	6,729,111	TOTAL =	6,729,111
FUND 206 - STREETS SDC			
<u>RESOURCES</u>	<u>AMOUNT</u>	<u>EXPENDITURES</u>	<u>AMOUNT</u>
Charges for Services	200,000	Materials & Services	375,000
Fund Balance Available	1,040,041	Capital Outlay	860,041
		Transfers	5,000
TOTAL =	1,240,041	TOTAL =	1,240,041
FUND 205 - STREETS			
<u>RESOURCES</u>	<u>AMOUNT</u>	<u>EXPENDITURES</u>	<u>AMOUNT</u>
Intergovernmental	1,215,000	Personnel Services	404,000
Misc.	81,000	Materials & Services	510,500
Fund Balance Available	833,588	Debt Service	60,000
		Capital Outlay	190,000
		Contingency	537,588
		Unapp Fund Balance	427,500
TOTAL =	2,129,588	TOTAL =	2,129,588
FUND 203 - COMMUNITY ENHANCEMENT			
<u>RESOURCES</u>	<u>AMOUNT</u>	<u>EXPENDITURES</u>	<u>AMOUNT</u>
Charges for Services	3,000	Materials & Services	167,600
Intergovernmental	142,000	Transfers	32,599
Misc.	4,000	Contingency	3,404
Fund Balance Available	54,603		
TOTAL =	203,603	TOTAL =	203,603
FUND 202 - COMMUNITY DEVELOPMENT			
<u>RESOURCES</u>	<u>AMOUNT</u>	<u>EXPENDITURES</u>	<u>AMOUNT</u>
Misc.	1,026,000	Materials & Services	688,500
Grants	900,000	Debt Service	280,000
Fund Balance Available	253,966	Transfers	350,000
		Contingency	861,466
TOTAL =	2,179,966	TOTAL =	2,179,966

FUND 201 - VISITOR TOURISM			
<u>RESOURCES</u>	<u>AMOUNT</u>	<u>EXPENDITURES</u>	<u>AMOUNT</u>
Local Taxes	140,000	Materials & Services	397,000
Misc.	242,000	Transfers	240,000
Fund Balance Available	255,134	Contingency	134
TOTAL =	637,134	TOTAL =	637,134
FUND 100 - GENERAL FUND			
<u>RESOURCES</u>	<u>AMOUNT</u>	<u>EXPENDITURES</u>	<u>AMOUNT</u>
Local Taxes	1,870,000	<i>Administration</i>	
Intergovernmental	581,000	Personnel Services	364,500
Grants	40,000	Materials & Services	45,500
Charges for Services	3,590,500	<i>City Recorder</i>	
Lic, Perm, Fees	503,500	Personnel Services	241,000
Fines	265,000	Materials & Services	56,000
Misc.	142,000	<i>Council</i>	
Transfers	265,000	Personnel Services	57,000
Fund Balance Available	2,179,911	Materials & Services	45,550
		<i>Court</i>	
		Personnel Services	211,500
		Materials & Services	213,050
		<i>Police</i>	
		Personnel Services	2,691,000
		Materials & Services	396,000
		<i>Library</i>	
		Personnel Services	514,000
		Materials & Services	169,400
		<i>Finance</i>	
		Personnel Services	642,000
		Materials & Services	209,500
		<i>Parks</i>	
		Personnel Services	201,000
		Materials & Services	156,500
		<i>Recreation</i>	
		Personnel Services	71,000
		Materials & Services	38,500
		<i>Planning</i>	
		Personnel Services	226,500
		Materials & Services	61,000
		<i>Building</i>	
		Personnel Services	240,000
		Materials & Services	126,500
		<i>General Services</i>	
		Personnel Services	75,000
		Materials & Services	303,000
		Contingency	832,611
		Unapp Fund Balance	1,249,300
TOTAL =	9,436,911	TOTAL =	9,436,911

COUNCIL ACTION SHEET

To:	The Mayor and Members of City Council	
From:	Sue Nelson, Public Works Engineering Director Neal Sheppeard, Public Works Operations Director	
Date:	5 March 2019	
Subject:	Award 2019 Waterline Improvement Project	

Background:

The existing watermain serving customers on N. 7th Street (north of Columbia Boulevard) and S. 11th Street (south of Plymouth Street) are small diameter galvanized pipe that have reached the end of their service life. They have required multiple repairs and should be upsized to meet current minimum size requirements. The Engineering Department has developed plans and specifications for the replacement of these two mainlines. The project was advertised for bids on February 4, 2019 with a bid opening date of February 26, 2019 at 2:00 PM with the following results:


FIRM	LOCATION	BID
Turney Excavating, Inc.	Keiser, OR	\$174,620.00
P.C.R. Inc.	Beavercreek, OR	\$243,350.00
TFT Construction, Inc.	Scappoose, OR	\$189,999.00

The pre-bid project estimate range was \$200,000 to \$250,000.

Recommendation:

Award the contract for the 2019 Waterline Improvement Project to Turney Excavating, Inc. as the lowest responsive bidder and authorize the Mayor to execute a Construction Contract for the 2019 Waterline Improvement Project, W-464. Contract will be at the rate prescribed in that firm's submitted bid, plus standard contingency.

COUNCIL ACTION SHEET

To:	The Mayor and Members of City Council	
From:	Sue Nelson, Public Works Engineering Director Neal Sheppard, Public Works Operations Director	
Date:	5 March 2019	
Subject:	Award Sodium Hypochlorite Contract for WWTP	

Background:

The Wastewater Treatment Plant uses sodium hypochlorite for disinfection of the primary waste discharge to the secondary treatment lagoon. They contract with chemical haulers for the delivery of this product to the WWTP site. At the termination of each contract, they request bids for current costs. It is estimated that the WWTP uses 30,000 gallons of sodium hypochlorite on an annual basis. The results for the 2019 bid request are listed below:

FIRM	LOCATION	BID
HASA Inc.	Longview, WA	0.99 / gallon
Olin	Vancouver, WA	No bid
Univar USA Inc.	Kent, WA	Unable to bid
Brenntag Pacific, Inc.	Portland, OR	No response

Recommendation:

Authorize the Wastewater Treatment Plant to contract with HASA Inc. for delivery of Sodium Hypochlorite.

Attachments:

Request for Bid results.

Sodium Hypochlorite Bids 2019

Companies asked to bid:

Hasa

Olin

Univar

Brenntag

Results:

Hasa-\$.99/gallon

Olin-No bid

Univar-Unable to bid

Brenntag-No response

Aaron Kunders

From: Cindy Yost <cyost@hasapool.com>
Sent: Friday, February 15, 2019 8:36 AM
To: Aaron Kunders
Subject: sodium hypo price

Aaron

Hasa would like to submit a quote on 12.5 % sodium hypochlorite for \$.99 p/gal, delivered and firm from March 1, 2019 thru February 29, 2020. This is for product that is NSF certified and there are no additional fees.

Cindy

Cindy Yost

Sales

Cell - 360-957-0938

Hasa Inc

3401 Industrial Way
PO Box 1173
Longview, WA 98632

Customer Service- 360-578-9300

Univar USA Inc.
8201 S. 212th
Kent, WA 98032-1994
USA

T 253-872-5000
F 253-572-5041
www.univarusa.com



February 12, 2019

City of St. Helens
451 Plymouth Street
St. Helens, OR 97051

RE: Sodium Hypochlorite

To Purchasing;

Univar USA Inc. is in receipt of the above Bid request due Friday, February 15, 2019.

Unfortunately we are unable to bid on your requirements at this time.

Attached is our contact information, including fax number and e-mail addresses. If any bid tabulations/ results are sent out – please use this information for us, and whichever method you prefer.

Please keep us on your bidder/vendor mailing list as we look forward to bidding on any future chemical requirements you may have.

Thank you,

Jennifer Perras

Municipal Specialist
Western Region
Univar USA Inc.
Muniteam-west@univar.com
www.univar.com

Please Note: Seller shall indemnify Buyer for losses to the extent caused by Seller's negligence or breach of contract. Neither party is liable for incidental or consequential damages. Seller's liability is limited to the purchase price of the goods. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Please Note: Cooperative Purchasing/Contract Piggy-Back Clauses: Unless otherwise checked "yes" within the attached offer, it is Univar's standard policy NOT to agree to/participate in Cooperative Purchasing but rather to work with each individual agency and reach a pricing agreement that is based on their needs and is advantageous for both parties. Unless otherwise noted within the attached offer – pricing within is only applicable for the locations (and any potential locations) listed within these bid documents.

Please Note: Where applicable, any State, Federal or other appropriate taxes and/or the California Mill Assessment will appear as separate line items on any invoices from Univar. If Univar's offer (pricing) was inclusive of these charges – they will be backed out of the "product" line item and shown as their own line item(s) at the time of billing.

INTERGOVERNMENTAL COOPERATION AGREEMENT
ePermit System and Services

THIS INTERGOVERNMENTAL COOPERATION AGREEMENT (“Agreement”) will become effective when all required signatures have been obtained by and between The State of Oregon, acting by and through the Department of Consumer and Business Services (DCBS), Building Codes Division (“BCD”) and the City of St Helens (“Jurisdiction”), a political subdivision of the State of Oregon. BCD and the Jurisdiction may collectively be referred to herein as the Parties and individually as the Party. The Parties enter into this Agreement to cooperate and share services pursuant to the authority granted under Oregon Laws 2013 Chapter 528 (SB 582). The purpose of this cooperation agreement is to encourage economic development through construction and to use experimentation and innovation for administration of building inspection programs. It is in the best interest of BCD and the City of St Helens leaders to ensure that construction-related development activities proceed in a manner as quickly and efficiently as practical. Having a flexible and responsive system requires sufficient staff and resources to be available to construction businesses. By partnering together, BCD and the City of St Helens can explore new ways to maximize the use of scarce resources.

DCBS:

Celina Patterson,
ePermitting Manager
1535 Edgewater St NW
PO Box 14470
Salem, OR 97309
(503) 373-0855

Jurisdiction:

Mike DeRoia
Building Official
City of St Helens
PO Box 278
St Helens, OR 97103
(503) 397-6272

RECITALS

- A. Oregon Revised Statute ORS 455.095 provides that DCBS shall develop and implement a system that provides electronic access to building permitting information. The statute also requires DCBS to make the system accessible for use by municipalities in carrying out the building inspection programs administered and enforced by the municipalities.
- B. The Department of Administrative Services, State Procurement on behalf DCBS issued a Request for Proposal (RFP) for a statewide ePermit system and associated products and services (“ePermit System”). Accela, Inc. was the successful proposer. On or about August 8, 2008, DCBS and Accela, Inc. entered into a contract (“ePermit contract”) by which Accela, Inc. licensed to

DCBS ePermitting system software, an IVR system and provided related configuration, implementation and hosting services (collectively the “ePermit System”).

- C. The ePermit contract provided that the ePermit System and related Services would be available to municipalities (“Participating Jurisdictions”).
- D. BCD is the division of DCBS that implements and administers the ePermitting system.
- E. Jurisdiction has requested that BCD provide access to the ePermitting System and related Services to Jurisdiction and to implement the Jurisdiction as a Participating Jurisdiction as set forth in the ePermitting contract.
- E. BCD is willing, upon the terms of and conditions of this Agreement, to provide access to Jurisdiction to the ePermitting System and related Services and to implement Jurisdiction as provided herein.

AGREEMENT DOCUMENTS IN ORDER OF PRECEDENCE.

This Agreement consists of the following documents that are listed in descending order of precedence:

- This Agreement less all exhibits;
- Exhibit A - Jurisdiction Obligations
- Exhibit B - ePermit License Agreement
- Exhibit C - ePermit Contract (not attached, but made available to Jurisdiction)
- Exhibit D - (Work Order, if applicable)
- Exhibit E – Implementation Model, Overview and Checklist

All attached and referenced exhibits are hereby incorporated by reference.

1. DEFINITIONS.

- 1.1. As used in this Agreement, the following words and phrases shall have the indicated meanings.
- 1.2. “Agreement” means this Intergovernmental Agreement.
- 1.3. “ePermitting Contract” has the meaning set forth in Recital B and includes all amendments thereto.
- 1.4. “ePermit System” means the entire system including the ePermitting software licensed implemented and configured pursuant to the ePermit contract and related Services including hosting and IVR.

- 1.5. "Jurisdiction" has the meaning set forth in the first paragraph of this Agreement.

2. TERM, RENEWAL AND MODIFICATIONS.

- 2.1. Term. This Agreement is effective, and will be considered fully executed, upon signature by both parties, and shall remain in effect until termination of this Contract as provided herein. Unless otherwise terminated as provided herein, this Contract will be in effect for the period that Jurisdiction administers and enforces a building inspection program. This Agreement will automatically renew in the event that the Jurisdiction's program assumption is renewed for an additional period.
- 2.2. Agreement Modifications. Notwithstanding the foregoing, or, any other provision of the Agreement, BCD may propose a modified Agreement or new intergovernmental agreement for Jurisdiction access to the ePermit System. BCD will propose such modified Agreement or new intergovernmental agreement with at least 60 days written notice prior to expiration of the Jurisdiction's current program assumption period. The new intergovernmental agreement or modified Agreement will be effective on the effective date of the renewal of Jurisdiction's program assumption. If the parties cannot agree to the new intergovernmental agreement or modified Agreement, this Agreement will terminate effective on the renewal date of Jurisdiction's program assumption. Additionally, during the term of this Agreement, BCD may propose modifications to this Agreement and which will become effective upon mutual agreement by the parties in accord with section 19 of this Agreement.

3. PERFORMANCE AND DELIVERY.

3.1 Responsibilities of BCD.

- 3.1.1. BCD shall use its best efforts to provide Jurisdiction access to the ePermit System and related Services. BCD shall use its best effort to provide the Jurisdiction with satisfactory access on a parity with all other jurisdictions implemented by BCD to the ePermit System.
- 3.1.2. BCD will implement the Jurisdiction using the process according to the ePermitting Implementation Methodology set forth in ePermit Contract and summarized in Exhibit E, Implementation Model, Overview and Checklist. In the event that a Work Order Contract is used to implement a specific city or county, a copy of that agreement shall be provided in Exhibit D, Work Order Contract.
- 3.1.3. Upon implementation, Jurisdiction will have access to the System and the functionality as described in the ePermit contract and determined

during the implementation process.

3.1.4. BCD will provide technical support for the ePermit program. Support shall be provided to Jurisdiction 8:00 a.m. to 5:00 p.m. Monday through Friday, except for state observed holidays and from 8:30-10:00 am on Mondays when ePermitting staff holds its weekly staff meeting. The general support structure shall be as follows:

3.1 .4.1. State ePermitting team provides technical support to participating city or county.

3.1.4.2. Accela provides technical support to State ePermitting team.

In the event that the State team is unable to communicate a solution to the participating city or county, the State team will facilitate communication between Accela and participant.

3.1.5. BCD will ensure that Accela annually certifies PCI compliance for the ePermitting Web portal.

3.2. Responsibilities of Jurisdiction.

3.2.1. Jurisdiction agrees to the requirements of Exhibit A, Jurisdiction Obligations.

3.2.2. Jurisdiction agrees to abide by the terms and conditions of the Software License set forth in Exhibit B.

3.2.3. Jurisdiction agrees to abide by the implementation model that is identified in Exhibit E.

4. REPRESENTATIONS AND WARRANTIES.

4.1 Representations of Jurisdiction. Jurisdiction represents and warrants to BCD as follows:

4.1.1. Organization and Authority. Jurisdiction is a political subdivision of the State of Oregon (or an intergovernmental entity formed by political subdivisions of the State of Oregon under ORS Chapter 190) duly organized and validly existing under the laws of the State of Oregon. Jurisdiction has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder. Jurisdiction has assumed and administers a building inspection program under ORS 455.148 to ORS 455.153.

- 4.1.2. Due Authorization. The making and performance by Jurisdiction of this Agreement (1) have been duly authorized by all necessary action of Jurisdiction and (2) do not and will not violate any provision of any applicable law, rule, and regulation.
 - 4.1.3. Binding Obligation. This Agreement has been duly executed and delivered by Jurisdiction and constitutes a legal, valid and binding obligation of Jurisdiction, enforceable according to its terms.
 - 4.1.4. Jurisdiction has reviewed the ePermit contract and ePermit System and is knowledgeable of the ePermit system functionality and performance and has entered into this agreement based on its evaluation of the ePermit Contract and the ePermit System
- 4.2. Representations and Warranties of BCD. BCD represents and warrants to Jurisdiction as follows:
- 4.2.1. Organization and Authority. BCD is an agency of the state government and BCD has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
 - 4.2.2. Due Authorization. The making and performance by BCD of this Agreement (1) have been duly authorized by all necessary action of BCD and (2) do not and will not violate any provision of any applicable law, rule, and regulation.
 - 4.2.3. Binding Obligation. This Agreement has been duly executed and delivered by BCD and constitutes a legal, valid and binding obligation of BCD, enforceable according to its terms.
 - 4.2.4. Performance Warranty. BCD will use its best efforts to provide Jurisdiction access to the ePermit System and implement the Jurisdiction according to the ePermit contract and Exhibit E, Implementation Model, Overview and Checklist. Notwithstanding the foregoing, Jurisdiction understands and agrees that the ePermit System is composed of software and services provided by third parties and BCD has no responsibility to Jurisdiction for the functionality or performance of the ePermit System.
- 4.3. The warranties set forth above are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

5. ACCESS TO RECORDS AND FACILITIES.

- 5.1. Records Access. BCD, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of the Jurisdiction that are directly related to this Agreement, for the purpose of making audits, examinations, excerpts, copies and transcriptions.

5.2. Retention of Records. Jurisdiction shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the termination of this Agreement.

5.3. Public Records. Jurisdiction shall be deemed the Custodian for the purposes of public records requests regarding requests related to Jurisdiction's building inspection program.

6. JURISDICTION DEFAULT. Jurisdiction shall be in default under this Agreement upon the occurrence of any of the following events:

6.1. Jurisdiction fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein.

6.2. Any representation, warranty or statement made by Jurisdiction herein is untrue in any material respect when made.

7. BCD DEFAULT. BCD shall be in default under this Agreement upon the occurrence of any of the following events:

7.1. BCD fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein; or

7.2. Any representation, warranty or statement made by BCD herein is untrue in any material respect when made.

8. TERMINATION.

8.1. Jurisdiction Termination. Jurisdiction may terminate this Agreement in its entirety as follows:

8.1.1. For its convenience, upon at least six calendar months advance written notice to BCD, with the termination effective as of the first day of the month following the notice period;

8.1.2. Upon 30 days advance written notice to BCD, if BCD is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as Jurisdiction may specify in the notice; or

8.1.3. Immediately upon written notice to BCD, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that Jurisdiction no longer has the authority to meet its obligations under this Agreement.

9. DCBS, BCD TERMINATION. BCD may terminate this Agreement as follows:

9.1. For its convenience, upon at least twenty-four calendar months advance

written notice to Jurisdiction, with the termination effective as of the first day of the month following the notice period.

- 9.2. Upon termination of the ePermit Contract with such reasonable notice to Jurisdiction as feasible under the terms of the ePermit Contract.
- 9.3. Immediately upon written notice to Jurisdiction if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that BCD no longer has the authority to meet its obligations under this Agreement.
- 9.4. Upon 30 days advance written notice to Jurisdiction, if Jurisdiction is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as BCD may specify in the notice.
- 9.5. Immediately, in the event that Jurisdiction no longer administers and enforces a building inspection program.

10. EFFECT OF TERMINATION.

- 10.1. No Further Obligation. Upon termination of this Agreement in its entirety, BCD shall have no further obligation to provide access to the ePermit System and related Services to Jurisdiction.
- 10.2. Survival. Termination or modification of this Agreement pursuant to sections 8 and 9 above, shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination or modification. However, upon receiving a notice of termination, Jurisdiction shall immediately cease all activities under this Agreement, unless expressly directed otherwise by BCD in the notice of termination.
- 10.3. Minimize Disruptions. If a termination right set forth in section 8 or 9 is exercised, both parties shall make reasonable good faith efforts to minimize unnecessary disruption or other problems associated with the termination.
- 10.4. Jurisdiction Data. Jurisdiction may obtain a copy of data related to its building inspection program, in an industry accepted standard format. BCD shall request the data from Accela within 5 business days of the request for the data.

11. **NOTICE.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to Jurisdiction or BCD at the addresses or numbers set forth on page one of this agreement, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed shall be effective five (5) days after mailing. Any

communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. To be effective against BCD, any notice transmitted by facsimile must be confirmed by telephone notice to BCD's ePermitting Manager. To be effective against Jurisdiction, any notice transmitted by facsimile must be confirmed by telephone notice to Jurisdiction's City Manager or County Administrative Officer. Any communication or notice given by personal delivery shall be effective when actually delivered.

- 12. SEVERABILITY.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- 13. COUNTERPARTS.** This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
- 14. GOVERNING LAW, CONSENT TO JURISDICTION.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between BCD (and/or any other agency or department of the State of Oregon) and Jurisdiction that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court in the State of Oregon of proper jurisdiction. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. JURISDICTION, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.
- 15. COMPLIANCE WITH LAW.** The parties shall comply with all state and local laws, regulations, executive orders and ordinances applicable to the Agreement. All employers, including BCD and Jurisdiction, that employ subject workers who provide Services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126.
- 16. ASSIGNMENT OF AGREEMENT, SUCCESSORS IN INTEREST.** The parties agree there will be no assignment or delegation of the Agreement, or of any interest in this Agreement, unless both parties agree in writing. The parties agree that no services required under this Agreement may be performed under subcontract unless both parties agree in writing. The provisions of this Agreement shall be

binding upon and shall inure to the parties hereto, and their respective successors and permitted assignees.

- 17. NO THIRD PARTY BENEFICIARIES.** BCD and Jurisdiction are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- 18. WAIVER.** The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.
- 19. AMENDMENT.** No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and when required by the Department of Administrative Services and Department of Justice. Such amendment, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. Jurisdiction, by signature of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
- 20. HEADINGS.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.
- 21. CONSTRUCTION.** This Agreement is the product of extensive negotiations between BCD and representatives of Jurisdiction. The provisions of this Agreement are to be interpreted and their legal effects determined as a whole. An arbitrator or court interpreting this Agreement shall give a reasonable, lawful and effective meaning to the Agreement to the extent possible, consistent with the public interest.
- 22. INDEPENDENT CONTRACTOR.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that neither party is an officer, employee, or agent of the other as those terms are used in ORS 30.265 or otherwise.
- 23. LIMITATION OF LIABILITY.**
- 23.1. Jurisdiction agrees that BCD shall not be subject to any claim, action, or liability ARISING IN ANY MANNER WHATSOEVER OUT OF ANY ACT OR OMISSION, INTERRUPTION, OR CESSATION OF ACCESS OR SERVICE UNDER THIS AGREEMENT. THE STATE SHALL NOT BE LIABLE OR RESPONSIBLE FOR ANY DIRECT, INDIRECT SPECIAL OR CONSEQUENTIAL DAMAGES SUSTAINED BY THE POLITICAL SUBDIVISION, INCLUDING, BUT NOT LIMITED TO, DELAY,

INTERRUPTION OF BUSINESS ACTIVITIES, OR LOST RECEIPTS THAT MAY RESULT IN ANY MANNER WHATSOEVER FROM ANY ACT OR OMISSION, INTERRUPTION, OR CESSATION OF SERVICE.

23.2. EXCEPT FOR LIABILITY ARISING UNDER SECTION 26 NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

24. FORCE MAJEURE. Neither BCD nor Jurisdiction shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes, or war which is beyond the reasonable control of BCD or Jurisdiction, respectively. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

25. TIME IS OF THE ESSENCE. Time is of the essence in the performance of all under this Agreement.

26. CONTRIBUTION

26.1. If any third party makes any claim or brings any action, suit or proceeding ("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.

26.2. With respect to a Third Party Claim for which BCD is jointly liable with the Jurisdiction (or would be if joined in the Third Party Claim), BCD 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 Jurisdiction in such proportion as is appropriate to reflect the relative fault of BCD on the one hand and of the Jurisdiction 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 BCD on the one hand and of the Jurisdiction 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. BCD's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if BCD had sole liability in the proceeding.

- 26.3. With respect to a Third Party Claim for which the Jurisdiction is jointly liable with BCD (or would be if joined in the Third Party Claim), the Jurisdiction 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 BCD in such proportion as is appropriate to reflect the relative fault of the Jurisdiction on the one hand and of BCD 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 Jurisdiction on the one hand and of BCD 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 Jurisdiction'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.

27.

MERGER CLAUSE. 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 BCD to enforce any provision of this Agreement shall not constitute a waiver by BCD of that or any other provision.

**JURISDICTION, BY EXECUTION OF THIS AGREEMENT, HEREBY
ACKNOWLEDGES THAT JURISDICTION HAS READ THIS CONTRACT,
UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND
CONDITIONS.**

A. Jurisdiction

By: _____ Date: _____

Printed Name: _____

Title: _____

By: _____ Date: _____

Printed Name: _____

Title: _____

By: _____ Date: _____

Printed Name: _____

Title: _____

**B. State of Oregon, Acting by and through its Department of Consumer and
Business Services, Building Codes Division**

By: _____ Date: _____

Printed Name: _____

Title: _____

**C. State of Oregon, acting by and through its Department of Consumer and Business
Services, Building Codes Division**

By: _____ Date: _____

Printed Name: _____

Title: _____

Exhibit A

Jurisdiction Obligations

Jurisdiction Software

As part of the state hosted system, any software being used by Jurisdiction to support either the building permitting system or any supplemental products being purchased from Accela, must be compatible with the Accela product.

Product Features

Jurisdiction agrees to sell permits online through the ePermitting Portal. Jurisdiction agrees to offer online and IVR inspection scheduling for permits in an appropriate status. Jurisdiction agrees to offer online submittal of plan documents at appropriate point(s) in the application process as dictated by the Jurisdiction's workflow associated with each record type.

Permit Numbering Scheme.

As a full service participant, Jurisdiction agrees to include the pre-assigned three digit prefix to all permits covered by and processed through ePermitting system. Permits for any supplemental products purchased through Accela, hosted in the State of Oregon environment and being serviced through the State of Oregon ePortal must also use the three-digit prefix in the permit number. Permits for supplemental products purchased through Accela that will not be hosted or maintained on the Oregon platform and that are not serviced through the State of Oregon ePortal are not required to use the three-digit prefix.

Status and Result Codes.

All status and result codes such as inspections, plan review, permit issuance status will be pursuant to a statewide uniform system. Jurisdiction shall only use the uniform status and result codes.

Inspection Codes.

Inspection types for code required inspections must be consistent throughout the state. Unique inspection types must be requested through and assigned by the ePermitting staff.

Supplemental Products Purchased by Jurisdiction through Accela.

Any supplemental product purchased from Accela such as, but not limited to, Land Use, Enforcement, Licensing or other services, are licensed directly to Jurisdiction by Accela. Support services for the supplemental products fall outside of the scope of this Intergovernmental Agreement and are therefore provided through direct agreement with Accela or other service provider. Installation of supplemental products onto the State hosted servers cannot occur before the State ePermitting team begins active development of the building permitting module.

Version (Product) updates.

Migration from one product version of Accela Automation to another product version will be regulated and coordinated through BCD. Supplemental products will be required to migrate to the same version of the product at the same time as the product version for the building product module. After implementation, Jurisdiction is required to test the configuration against new

versions of the product in the timeframe specified by BCD.

Exhibit B Software License Agreement

Note: DCBS through the ePermit Contract has the right to permit Jurisdictions to use the ePermit System software as set forth in Exhibit G, License Agreement, of the ePermit Contract. While the entire software license agreement between the State and Accela, Inc., including the added language in Amendment 7, has been provided here for continuity and ease of use, a participating city or county is only bound by Sections 3.1, 3.2, and 4 as specified in this Agreement.

1. Parties ACCELA

Accela, Inc.

2633 Camino Ramon, Suite
120 Bishop Ranch 3
San Ramon, California
94583 Attention: Contracts
Administration T: 925.659.3200
F: 925.407.2722

e-Mail: contractsadmnin@accela.com

CUSTOMER

State of Oregon
Department of Consumer & Business
Services P.O. Box 14470

Salem, OR 97309

Attention: Building Codes
Division T: (503)378-4100 F:
(503)378-3989

e-Mail: chris.s.huntington@oregon.gov

This License Agreement ("LA") is intended for the exclusive benefit of the Parties; except as expressly stated herein, nothing will be construed to create any benefits, rights, or responsibilities in any other parties.

2. Term and Termination

2.1 Term Provided that Customer signs and returns this LA to Accela **no later than August 8, 2008**, this LA is effective as of the date of Customers signature ("Effective Date") and will continue until terminated as provided herein.

2.2 Termination Either party may terminate if the other party materially breaches this LA and, after receiving a written notice describing the circumstances of the default, fails to correct the breach within thirty (30) calendar days. Upon any termination or expiration of this LA, all rights granted to Customer are cancelled and revert to Accela.

3 Intellectual Property

3.1 License The software products ("Software") listed in Exhibit A are protected under the laws of the United States and the individual states and by international treaty provisions. Accela retains full ownership in the Software and grants to Customer a perpetual, limited, nonexclusive, nontransferable license to use the Software, subject to the following terms and conditions:

3.1.1 The Software is provided for use only by Customer employees. For the

purposes of subsections 3.1, 3.2 and Sections 4 of this LA, Customer means: i) the individual Jurisdiction with respect to its use of the Software, provided that the licensing fee has been paid for such Jurisdiction, and ii) the State of Oregon acting by and through its Department of Consumer and Business Services with respect to its use of the Software.

3.1.2 The Software may be installed on one or more computers but may not be used by more than the number of users for which the Customer has named user licenses. For the purposes of this License Agreement, the Customer has unlimited use, per department, of any license covered by this agreement. The Software is deemed to be in use when it is loaded into memory in a computer, regardless of whether a user is actively working with the Software. Accela may audit Customer's use of the Software to ensure that Customer has paid for an appropriate number of licenses. Should the results of any such audit indicate that Customer's use of the Software exceeds its licensed allowance, Customer agrees to pay all costs of its overuse as determined using Accela's then-current pricing; any such assessed costs will be due and payable by Customer upon assessment. Customer agrees that Accela's assessment of overuse costs pursuant to this Subsection is not a waiver by Accela of any other remedies available to Accela in law and equity for Customer's unlicensed use of the Software.

3.1.3 Customer may make backup copies of the Software only to protect against destruction of the Software. With exception of the Entity Relationship Diagram and any other documentation reasonably-designated and specifically-marked by Accela as trade secret information not for distribution, Customer may copy Accela's documentation for use by those persons described in section 3.1.1, supra, provided that such use is for business purposes not inconsistent with the terms and conditions of this Licensing Agreement. "Trade Secret" has the meaning set forth in ORS 192.501(2)

3.1.4 Customer may not make any form of derivative work from the Software, although Customer is permitted to develop additional or alternative functionality for the Software using tools and/or techniques licensed to Customer by Accela.

3.1.5 Customer may not obscure, alter, or remove any confidentiality or proprietary rights notices.

3.1.6 Subject to the limitations of Article XI, § 7 of the Oregon Constitution and the Oregon Tort Claims Act (**ORS 30.260 through 30.300**), Customer is liable to Accela for any direct damages incurred as the result of unauthorized reproduction or distribution of the Software which occur while the Software is in Customer's possession or control.

3.1.7 Customer may use the Software only to process transactions relating to properties within both its own geographical and political boundaries and in counties contiguous to Oregon with populations below 100,000. Customer may not sell, rent, assign, sublicense, lend, or share any of its rights under this LA.

3.1.8 Customer is entitled to receive the Software compiled (object) code and is licensed to use any data code produced through implementation and/or normal operation of the Software; Customer is not entitled to receive source code for the Software except pursuant to an Intellectual Property Escrow Agreement, which may be executed separately by the Parties. Accela and Customer will execute an Intellectual Property Escrow Agreement within 30 days of Contract execution.

3.1.9 All rights not expressly granted to Customer are retained by Accela.

3.1.10 Customers are allowed unlimited use, per department, of software products listed in Exhibit A, for in-scope record type categories defined in Attachment 1 to this LA. In addition, each customer is allowed five (5) additional record types for activities that fall outside of the in-scope record type categories defined in Attachment 1 to this L.A., are delivered under the Building Department and are submitted to and approved by DCBS.

3.2 License Warranties

3.2.1 Accela warrants that it has full power and authority to grant this license and that, as of the effective date of this LA, the Software does not infringe on any existing intellectual property rights of any third party. If a third party claims that the Software does infringe, Accela may, at its sole option, secure for Customer the right to continue using the Software or modify the Software so that it does not infringe. Accela expressly agrees to defend, indemnify, and hold Customer harmless from any and all claims, suits, actions, losses, liabilities, costs, expenses, including attorneys fees, and damages arising out of or related to any claims that the Software, or the Customers use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right of any third party; provided, that Customer shall provide Accela with prompt written notice of any infringement claim. Accela will have the sole right to conduct the defense of any legal action and all negotiations for its settlement or compromise; provided, however, Accela shall not settle any claim against the Customer without the consent of Customer.

3.2.2 Accela has no obligation for any claim based upon a modified version of the Software or the combination or operation of the Software with any product, data, or apparatus not provided by Accela, with the exception of those products identified in Exhibit J. Accela provides no warranty whatsoever for any third-party hardware or software products.

3.2.3 Except as expressly set forth herein, Accela disclaims any and all express and implied warranties, including but not necessarily limited to warranties of merchantability and fitness for a particular purpose.

3.3 Compensation

3.3.1 License Fees In exchange for the Software described hereinabove, Customer will pay to Accela the amounts indicated in Exhibit A3.

3.3.2 Payment Terms Amounts are quoted in United States dollars and do not include applicable taxes, if any. The payment terms of all invoices are net forty-five (45) calendar days from the dates of the invoices. Any payment not paid to Accela within said period will incur a late payment in an amount equal to two-thirds of one percent (.66%) per month (eight percent (8% per annum), on the outstanding balance from the billing date. Accela may, at its sole discretion, suspend its obligations hereunder without penalty until payments for all past-due billings have been paid in full by Customer. All payments to Contractor are subject to ORS 293.462

4. Confidentiality

4.1 Confidentiality and Nondisclosure. Each party acknowledges that it and its employees or agents may, in the course of performing its responsibilities under this LA, be exposed to or acquire information that is confidential to the other party or the other party's clients. Any and all information clearly marked confidential, or identified as confidential in a separate writing as confidential provided by one party or its employees or agents in the performance of this LA shall be deemed to be confidential information of the other party ("Confidential Information"). Any reports or other documents or items (including software) which result from the use of the Confidential Information by the recipient of such information shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by the party acquiring such information) publicly known or is contained in a publicly available document; (b) is furnished by the party disclosing such information to others without restrictions similar to those imposed by this LA; (c) is rightfully in the receiving party's possession without the obligation of nondisclosure prior to the time of its disclosure under this LA; (d) is obtained from a source other than the discloser without the obligation of confidentiality, (e) is disclosed with the written consent of the disclosing party, or; (f) is independently developed by employees or agents of the receiving party who can be shown to have had no access to the Confidential Information.

4.2 The recipient of Confidential Information agrees to hold Confidential Information in strict confidence, using at least the same degree of care that it uses in maintaining the confidentiality of its own Confidential Information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than as contemplated by this LA or reasonably related thereto, including without limitation the use by Customer of Accela who need to access or use the System for any valid business purpose, and to advise each of its employees and Accela of their obligations to keep Confidential Information confidential.

- 4.3 Each party shall use commercially reasonable efforts to assist the other in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, each party shall advise the other immediately in the event it learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this LA and each party will at its expense cooperate with the other in seeking injunctive or other equitable relief in the name of the other against any such person.
- 4.4 Each party agrees that, except as provided in this LA or directed by the other, it will not at any time during or after the term of this LA disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this LA each party will turn over to the other all documents, papers and other matter in its possession which embody Confidential Information.
- 4.5 Each party acknowledges that breach of this Article VIII, including disclosure of any Confidential Information will give rise to irreparable injury which is inadequately compensable in damages. Accordingly, each party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Each party acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the other and are reasonable in scope and content.
- 4.6 Customers obligations under this Article VIII shall be subject to the Oregon Public Records Laws, ORS 192.410 through ORS 192.505.

Exhibit C ePermitting Contract

The epermitting contract is available, upon request, for the Jurisdiction to review.

Exhibit D Work Order Contract

Under the terms and conditions of the ePermit System Agreement, BCD has the ability to enter into a Work Order Contract for implementation services. Should implementation services be used for the implementation of a specific participating city or county, the provisions of that agreement will be provided here.

A Work Order Contract is not being used to implement this jurisdiction.

Exhibit E

IMPLEMENTATION OREGON STANDARD MODEL

Oregon Standard Model (OSM), version 3 includes:

- Standard Model Permits (records)
 - Exemption Tracking Record
 - Commercial Alarm Suppression Systems
 - Commercial & Residential Deferred Submittal
 - Commercial & Residential Demolition
 - Commercial & Residential Electrical
 - Commercial & Residential Investigation
 - Commercial & Residential Mechanical
 - Commercial & Residential Phased
 - Commercial & Residential Plumbing
 - Commercial RV Park or Manufactured Home Park
 - Commercial & Residential Structural
 - Commercial & Residential Research
 - Inquiry
 - Post Disaster
 - Residential 1 & 2 Family Dwelling
 - Residential Manufactured Dwelling
- Standard Model Reports
 - Application About to Expire (List and Letters to Applicant and Owner)
 - Permit About to Expire ((List and Letters to Applicant and Owner)
 - Usage
 - Configuration Reports
 - Fee by Account (Summary & Detail)
 - Invoice
 - Out of Balance

- Payments Applied
- Payments not Applied
- Refunds Issued
- Payments Received
- Payments Summary
- School Construction Excise Tax
- Inspection Correction Notice
- Inspection Summary
- Inspections Assigned
- Recent Inspection Activity
- Monthly Permit Summary
- Monthly Permits Issued
- Monthly Permits Issued Valuation Report
- State Surcharge
- State Surcharge Details
- Balance Due
- Building Application
- Building Permit
- Certificate of Occupancy
- Fee Estimate
- Fee by Record
- Phased Authorization to Begin Work
- Plan Review Checklist
- Temporary Certificate of Occupancy
- Work Authorization
- Receipt

Use of “Consistent Form and Fee Methodology”

Use of Elavon “Converge” payment processor with US Bank for internet credit card processing in Accela Citizen Access (ACA)

Oregon Standard Model Implementation includes:

- Optional “Out of scope” (non-building department) permits: tracking records for Code Enforcement, Planning and/ or Public Works fees, applications and activities. Also, DEQ’s Onsite module is available for counties that administer their own programs.
- Optional Planning Plus: Jurisdiction may also choose to purchase the “Standard Model” Planning implementation which contains four additional planning record types with associated workflow and more tailored application information; it also includes Inquiry and Project records. If Jurisdiction chooses this option, it will pay Agency a one time payment of \$12,000 to defray the licensing costs associated with implementing more than a single Planning tracking record. If this option is chosen, payment will be billed at start of the project implementation and is due within 30 days.
- Importing jurisdiction’s fee schedule into Accela
- Data conversion
- Address, Parcel, Owner Database Load
 - ePermitting will provide documentation about how data is to be formatted
 - Jurisdiction will provide files containing Address, Parcel, Owner reference data for loading into ePermitting database
- Interfaces to Jurisdiction Systems (optional)
 - Financial

- ePermitting will provide files with specified fields for interfaces to jurisdiction's on site systems
 - Jurisdiction will upload the files into their on site system
 - GIS
 - ESRI ArcGIS Server 10 or ESRI ArcGIS Server 10 sp 1
 - Future versions of Accela Software may require upgrades to ESRI software to maintain interface operability
- Training
 - ePermitting provides online training sessions through Go To Meeting; there will be in person training for contractors and inspectors and a person will be present on the first day of Go Live.
 - Jurisdiction's "super users" will train other jurisdictional employees
- Administrative Responsibilities
 - State may provide limited training on administrative system administrative tools, allowing Jurisdiction to manage its users, fees, inspection calendars and email alerts; Jurisdiction may also write reports that can be run against the data warehouse.
 - ePermitting reserves the right to turn off administrative tools and rights if Jurisdiction's use of the tools is causing problems to the system or if Jurisdiction does not have a trained system administrator.
- Coordination with Accela
 - If Jurisdiction purchases other modules, such as Planning or Code Enforcement, from Accela and has them implemented by Accela, an independent contractor or by Jurisdiction staff, Jurisdiction must coordinate that implementation with ePermitting.
 - Coordination with ePermitting means including ePermitting staff in project management meetings with Jurisdiction and the party implementing the other modules.

IMPLEMENTATION OVERVIEW

The following list is a distilled version of the major tasks associated with an implementation of ePermitting. The tasks run concurrently and can take varying amounts of time, however, this is a look at the things that you will need to do as we proceed. Of this list, testing is the major responsibility that will take some time to complete. The more thoroughly you test the system before Go Live, the smoother the transition will be when you do start up with ePermitting.

Start Up

- Sign IGA ☐
- Send "Contact Information" document and Logo ☐
- Scan and send copies of permit applications ☐
- Provide "Roles and Responsibilities" Document ☐

Training

- Have "super users" complete all of the online training ☐
- Assign targeted online training to specific staff ☐

Finances

- Fill in the three financial documents:
 - General Accounting Practices ☐
 - Settling & Balancing Procedures ☐
 - Refunds ☐
- Provide Project Manager with your fee information ☐
- Test your fees that have been configured in the database ☐
- If you are going to have a financial interface, you will need to identify which data you want to have uploaded to your financial database. ☐
 - You will need an ftp site to which the financial data will be uploaded ☐
 - You will need to test and approve the transfer of data through the ftp site and into your financial system ☐
- Set up a Converge account 1-2 weeks before your Go Live date. ☐

Addresses

- Work with APO specialist to determine the requirements for the address/parcel file that will be loaded into your ePermitting database ☐
- Provide the address file to APO specialist ☐
- Test the addresses that are loaded into your database ☐
- Approve the addresses in your database ☐

Configuration

- Provide User spreadsheet and Inspector profiles ☐
- Test applications ☐
- Test workflow ☐
- Test inspections ☐

Data Conversion

- Talk with Project Manager about data conversion ☐
- Determine which permits are open ☐
- Map data ☐
- Fill in conversion tables ☐
- Test the converted data ☐
- Approve the converted data ☐

GIS/Other System Interfaces

- Provide Project Manager documentation on GIS/other system ☐
- Work with Project Manager on setting up interface ☐
- Test interface ☐
- Approve interface ☐

Reports

- Examine the existing reports ☐
- If there are additional reports that you desire, discuss them with your Project Manager ☐
- If additional reports are built, test and approve them ☐

IVR

- Fill out Set Up document and return to Project Manager ☐
- Test and approve IVR ☐

Training Overview

☐ Home Screen and Records Portlet

Training documents provided: Introduction of the online Desk Manual

- ☐ Orientation to Portlets – User, Quick Links, Alerts or My Tasks, Record List/Detail, My Navigation, and Reports
- ☐ Alerts portlet – incoming ACA
- ☐ Searching, sorting, CSV export, Quick Queries
- ☐ My Navigation vs Go To dropdown menu

☐ Applications

Training documents provided: NONE

- ☐ Starting new records from the Back Office
- ☐ Four A's: APO address/parcel/owner, ASI application specific information, Applicant, Automation of fees
- ☐ Printing an application

☐ Fees

Training documents provided: NONE

- ☐ Adding and Invoicing fees – NEW fees DELETE vs. INVOICED fees VOID
- ☐ Invoiced fees and ACA
- ☐ Making payment and CASH payment types – best practice (payor, recording actual payment amount/change)
- ☐ Partial payment (applying monies) and Pay More function
- ☐ Printing/Emailing receipts – generating Invoice – reprinting from Documents

☐ Workflow – Permit Lifecycle

Training documents provided: Accela Automated Email_7.3.1, Accela Automated Emails_SAMPLES

- ☐ Workflow statuses – advancing workflow, TSI task specific info, record status relationship
- ☐ Withdrawn vs Void
- ☐ Parallel tasks at Ready for Plan Review
- ☐ Automated emails notification from Workflow

- ☐ Supervisor function
 - ☐ Auto-close of EMP at Final Inspection sign-off (optional)
 - ☐ Workflow history – show where it's at, what's included
- ☐ Special Record Types

Training documents provided: Deferred/Phased Training Notes, Generate Reports on Converted Records & Others

 - ☐ Revision vs Additional Info Requested
 - ☐ Deferred submittals
 - ☐ Phased permitting
 - ☐ Temp C of O
 - ☐ C of O
 - ☐ CSC Certificate of Satisfactory Completion
 - ☐ Required elements for C of O – how to correct and rerun report
- ☐ Data Management

Training documents provided: Addressing Special Conditions

 - ☐ Cloning vs Copying
 - ☐ Related records – at Intake, thru Cloning, after the fact
 - ☐ Sets – 3 ways to create – Sets portlet, Record List, Related Records
 - ☐ Conditions
- ☐ Reference Data

Training documents provided: People Reference Training, Adding and Maintaining APO records in Property Reference, Parcel Genealogy (no direct training provided, only for their reference)

 - ☐ Reference vs Transactional – importance of making corrections and where, Synch to Reference option
 - ☐ People reference
 - ☐ APO reference – Inspection Districts, Parcel Attributes that should stop issuance
- ☐ “Day in the Life” walk-through

Training documents provided: NONE

 - ☐ Alerts for Permit Techs and My Tasks for Inspectors/Plans Examiners
- ☐ Inspections

Training documents provided: Field Technology available for Accela

 - ☐ Daily load and printing Inspection Slips
 - ☐ Assigning, reassigning, canceling, deleting if unnecessary for Final
 - ☐ Resulting – introduce options for resulting (back office, Inspector App, IVR)
- ☐ Reports

Training documents provided: NONE

 - ☐ Demonstrate what reports are available – Financial, Stats, State Surcharge
 - ☐ Quick Queries – information only, not training (as time allows)
 - ☐ Ad-hoc – information only, not training (as time allows)

☐ Advanced Money

Training documents provided: Payment Processing Cases – Financial Training, Refunds in Accela Back Office, Accela Nightly Balancing, Valuation Requirements by Work_Record Type

- ☐ Change in valuation
- ☐ Making fee changes – Voiding fees to Credit – adding/voiding fee items that impact State Surcharge – show Assess Fee History and Payment History
- ☐ Exceptional payment types
- ☐ Financial batch file –reconciling exceptional payment types and transfers - account codes/GL and Agency financial process
- ☐ Cash Balancing

☐ **SCHEDULE** - Contractor Training (in the field) – Coordinated and provided by Jerod Broadfoot at the Agency location

☐ **SCHEDULE** - EDR (in the field) – Only if they elect to do electronic plan review – coordinated and provided by Jerod Broadfoot at the Agency location

PERSONAL SERVICES AGREEMENT

This PERSONAL SERVICES AGREEMENT (this “Agreement”) is made and entered into by and between the **City of St. Helens** (the “City”), an Oregon municipal corporation, and **E2C Corp.** (“Contractor”).

RECITALS

A. The City is in need of consulting services to produce and manage events, and Contractor is qualified and prepared to provide such services.

B. The purpose of this Agreement is to establish the services to be provided by Contractor and the compensation and terms for such services.

AGREEMENT

1. Engagement. The City hereby engages Contractor to provide services (“Services”) related to Special Events Management, and Contractor accepts such engagement. The principal contact for Contractor shall be Tina Curry, phone (360) 241- 6456.

2. Scope of Work. The duties and responsibilities of Contractor, including a schedule of performance, shall be as described in Attachment A attached hereto and incorporated herein by reference.

3. Term. Subject to the termination provisions of Section 11 of this Agreement, this Agreement shall be retroactive to January 1, 2019 and renew automatically in one year increments unless terminated. Such extensions shall be in writing with terms acceptable to both parties.

4. Compensation. The terms of compensation for the initial term shall be as provided in Attachment C.

5. Payment.

5.1 The City agrees to pay Contractor for and in consideration of the faithful performance of the Services, and Contractor agrees to accept from the City as and for compensation for the faithful performance of the Services, the fees outlined in Attachment C, the fee shall include all local travel, telephone and computer expense, and routine document copying. Reimbursable expenses shall be approved by the City and shall be billed at cost without markup and shall include travel and related expenses in compliance with the City’s travel and expense policy. Contractor’s cost for approved sub-consultants may be marked up a maximum of five percent (5%) by Contractor for management and handling expenses.

5.2 Contractor shall make and keep reasonable records of work performed pursuant to this Agreement and shall provide monthly billings to the City. Following approval by the City Administrator, billings shall be paid in full within seven (7) days of receipt thereof. The City shall notify Contractor of any disputed amount given from receipt of the invoice, give reasons for the objection, and promptly pay the undisputed amount. Disputed amounts may be withheld without penalty or interest pending resolution of the dispute.

5.3 The City may suspend or withhold payments if Contractor fails to comply with requirements of this Agreement.

5.4 Contractor is engaged by the City as an independent contractor in accordance with the standards prescribed in ORS 670.600. Contractor shall not be entitled to any benefits that are provided by the City to City employees.

5.5 Any provision of this Agreement that is held by a court to create an obligation that violates the debt limitation provision of Article XI, Section 9 of the Oregon Constitution shall be void. The City's obligation to make payments under this Agreement is conditioned upon appropriation of funds pursuant to ORS 294.305 through 294.565.

6. Document Ownership. Upon acceptance of the Services and payment for such Services by the City, all work products, including, but not limited to, documents, drawings, papers, computer programs and photographs, performed or produced by Contractor for the benefit of the City under this Agreement shall become the property of the City. Any reuse or alteration of any work produced under this Agreement, except as contemplated herein, shall be at the City's sole risk.

7. Notices. All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail or by email or other electronic means. Notices, bills and payments sent by mail should be addressed as follows:

CITY: City of St. Helens
Attn: City Administrator
PO Box 278
St. Helens OR 97051

CONTRACTOR: **E2C Corporation**
Attn: Tina Curry
2316 NE Minnehaha Street
Vancouver WA 98665

When so addressed, such notices, bills and payments shall be deemed given upon deposit in the United States mail, postage-prepaid, or received electronically.

8. Standard of Care. Contractor shall comply with applicable standards of professional care in the performance of the Services. Contractor shall prepare materials and deliverables in accordance with generally accepted standards of professional practice for the intended use of the project.

9. Consequential Damages. Neither party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by either party's breach of contract, willful misconduct, negligent act or omission, or other wrongful act.

10. Insurance.

10.1 At all times during the term of this Agreement, Contractor shall carry, maintain and keep in full force and effect a policy or policies of insurance as specified in Attachment B attached hereto and incorporated herein by reference.

10.2 All insurance policies shall provide that the insurance coverage shall not be canceled or reduced by the insurance carrier without thirty (30) days' prior written notice to the City. Contractor agrees that it will not cancel or reduce said insurance coverage.

10.3 Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, the City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, the City may take out the necessary insurance and pay, at Contractor's expense, the premium thereon. If the City procures such insurance, the City shall retain any cost incurred for same from moneys due Contractor hereunder.

10.4 At all times during the term of this Agreement, Contractor shall maintain on file with the City a Certificate of Insurance or a copy of actual policies acceptable to the City showing that the aforesaid policies are in effect in the required amounts. The policies shall contain an endorsement naming the City, its officers, employees and agents, as additional insureds (except for the professional liability and workers' compensation insurance).

10.5 The insurance provided by Contractor shall be primary to any coverage available to the City. The insurance policies (other than workers' compensation) shall include provisions for waiver of subrogation. Contractor shall be responsible for any deductible amounts outlined in such policies.

11. Termination. Either party may terminate this Agreement upon ninety (90) day written notice if one of the following occurs: (a) the contractor fails to substantially perform in accordance with the terms of this Agreement; City shall not pay contractor beyond date of termination, or (b) the City, in its sole discretion, decides to abandon the project.

12. No Third-Party Rights. This Agreement shall not create any rights in or inure to the benefit of any parties other than the City and Contractor.

13. Modification. Any modification of the provisions of this Agreement shall be set forth in writing and signed by the parties.

14. Waiver. A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach.

15. Indemnification. Contractor and the officers, employees, agents and subcontractors of Contractor are not agents of the City, as those terms are used in ORS 30.265. Contractor shall defend, indemnify and hold harmless the City and its officers, employees, elected officials, volunteers and agents from any and all claims for injury to any person or damage to property caused by the negligence or other wrongful acts, omissions, or willful misconduct of Contractor or officers, employees, agents, or subcontractors of Contractor. Contractor shall not be responsible for claims caused by the negligence or other wrongful acts or omissions of the City or the City's officers, employees, or agents.

16. Governing Laws. This Agreement shall be governed by the laws of the State of Oregon. Venue shall be in the Circuit Court for Columbia County, Oregon.

17. Compliance with Law.

17.1 Contractor shall comply with all applicable federal, state and local statutes, ordinances, administrative rules, regulations and other legal requirements in performance of this Agreement.

17.2 Contractor shall comply with applicable provisions of ORS 279B.020, 279B.220, 279B.225, 279B.230 and 279B.235. Pursuant to ORS 279B.235, any person employed by Contractor who performs Services shall be paid at least time and a half pay for all overtime in excess of forty (40) hours in any one (1) week, except for persons who are excluded or exempt from overtime pay under ORS 653.010 through 653.261 or under 29 USC Sections 201 through 209.

17.3 Contractor is a “subject employer,” as defined in ORS 656.005, and shall comply with ORS 656.017.

17.4 Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, physical or mental disability, or disabled veteran or veteran status in violation of state or federal laws.

17.5 Contractor certifies that it currently has a City business license or will obtain one prior to delivering services under this Agreement. [Business License No. _____]

18. Confidentiality. Contractor shall maintain the confidentiality, both external and internal, of that confidential information to which it is exposed by reason of this Agreement. Contractor warrants that its employees assigned to this Agreement shall maintain necessary confidentiality.

19. Publicity. Contractor shall not use any data, pictures, or other representations of the City in its external advertising, marketing programs, or other promotional efforts except with prior specific written authorization from the City.

20. Succession. This Agreement shall inure to the benefit of and shall be binding upon each of the parties hereto and such parties’ partners, successors, executors, administrators and assigns.

21. Assignment. This Agreement shall not be assigned by Contractor without the express written consent of the City. Contractor shall not assign Contractor’s interest in this Agreement or enter into subcontracts for any part of the Services without the prior written consent of the City.

22. Default.

22.1 A party will be in default under this Agreement if that party fails to comply with any provision of this Agreement within ten (10) days after the other party gives written notice specifying the breach. If the breach specified in the notice cannot be completely cured within the ten (10)-day period, a default will not occur if the party receiving the notice

diligently begins curative action within the ten (10)-day period and proceeds to cure the breach as soon as practicable.

22.2 Notwithstanding Subsection 22.1, the City may declare a default immediately by written notice to Contractor if Contractor intentionally or repeatedly breaches material provisions of this Agreement or if Contractor's breach of contract creates unreasonable risk of injury to any person or damage to property.

22.3 Should a dispute arise between the parties to this Agreement, it is agreed that such dispute will be submitted to a mediator prior to any litigation. The parties shall exercise good-faith efforts to select a mediator who shall be compensated equally by both parties. Mediation shall be conducted in St. Helens, Oregon, unless both parties agree in writing otherwise. Both parties agree to exercise good-faith efforts to resolve disputes covered by this section through the mediation process. If a party requests mediation and the other party fails to respond within ten (10) days, a mediator shall be appointed by the presiding judge of the Circuit Court of the State of Oregon for Columbia County upon request of either party. The parties shall have any rights at law or in equity with respect to any dispute not covered by this section. Nothing in this section shall preclude a party from seeking equitable relief to enjoin a violation of this Agreement.

22.4 If a default occurs, the party injured by the default may terminate this Agreement and enforce any remedies available under Oregon law. Litigation shall be conducted in the Circuit Court of the State of Oregon for Columbia County. Litigation initiated by the City must be authorized by the St. Helens City Council.

23. Attorney Fees. If legal action is commenced in connection with this Agreement, the prevailing party in such action shall be entitled to recover its reasonable attorney fees and costs incurred herein at trial and on appeal.

24. Inspection and Audit by the City.

24.1 Services provided by Contractor and Contractor's performance data, financial records, and other similar documents and records of Contractor that pertain, or may pertain, to the Services under this Agreement shall be open for inspection by the City or its agents at any reasonable time during business hours. Upon request, copies of records or documents shall be provided to the City free of charge.

24.2 The City shall have the right to inspect and audit Contractor's financial records pertaining to the Services under this Agreement at any time during the term of this Agreement or within two (2) years following the termination of this Agreement.

24.3 This Section 24 is not intended to limit the right of the City to make inspections or audits as provided by law or administrative rule.

25. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements regarding the Services described herein.

26. Severance. If any provision of this Agreement is held to be invalid, it will not affect the validity of any other provision. This Agreement will be construed as if the invalid provision had never been included.

IN WITNESS WHEREOF, the City has caused this Agreement to be executed in duplicate originals by its duly authorized undersigned agents, and Contractor has executed this Agreement on the date written below.

CITY:

CITY OF ST. HELENS

Council Meeting Date: March 6, 2019

Signature: _____
Print: John Walsh
Title: City Administrator
Date: _____

CONTRACTOR:

Signature: _____
Print: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

By: _____
City Attorney

ATTACHMENT A
Scope of Work

CITY OF ST. HELENS, OREGON

Special Event Coordination & Management

PROGRAM OBJECTIVE

The primary objective of the City's Tourism program is to draw people to the St. Helens Community for a positive visitor experience. The strategy proposed for achieving this goal is to continue producing meaningful events and activities that draw visitors, fill hotel rooms, support local merchants and improve community identity and livability. In order to ensure sustainability, the program costs are expected to be fully recovered through event revenues, sponsorships and the transient lodging fees collected. The Contractor shall work with the City to develop a sustainable program budget where anticipated revenues and expenses are considered for the forthcoming fiscal year.

EVENT DESCRIPTIONS

Over the past several years the City has concentrated tourism investments into four major event programs. These events include 13 Nights on the River, Fourth of July, The Spirit of Halloweentown, and the annual Christmas Tree Lighting ceremony. Contractor will also have the option to produce additional City authorized events to improve the program and ensure fiscal sustainability. These events include the following:

- **13 Nights on the River**
This popular 13 Nights of the River concert series has been a Thursday night favorite in Columbia View Park June through Labor Day.
- **Fourth of July**
The Fourth of July has been a long-standing tradition on the St. Helens waterfront. It is the City's continued desire to partner with a community services organization or major sponsor to ensure the Fourth of July celebration continues. The Contractor should expect to collaborate with community organizations in a effort to ensure a quality event while minimizing the impact on City's financial resources.
- **Spirit of Halloweentown** – This event has grown into a media sensation attracting tens of thousands of visitors to experience the magical place where Disney's Halloweentown was filmed in the late 1990's. The event has expanded from a modest community celebration into a month long program where the City transforms and embraces the Spirit of Halloweentown. Past activities have included celebrity visitors, character actors, music

performances, meet and greet events, tractor rides, parking management, vendor management, Fairy Festival, haunted tours and more.

- **Christmas Tree Lighting**

The Christmas Tree Lighting ceremony occurs the evening the Portland Christmas Ships visit in December. This event oversees the decorating and take down of the Court House Plaza, tree and activities the night of the event. Traditionally, the City provides the ship captain's dinner, Santa and Mrs. Claus visit, amplified or live music, free hot chocolate, warming barrels and in 2018 there was a tribute fireworks program.

- **Other Events**

The event contractor may opt to produce additional events and activities throughout the year to ensure program sustainability. Such additional events will be authorized by the City and without additional compensation.

SCOPE OF SERVICES

Event Coordination & Management

E2C Corporation will be responsible for coordinating City events from inception to completion. Duties will include, but are not limited to:

- Developing, managing and executing master event logistical plan and timeline for each gathering;
- Advertising, promoting and marketing events, including management of social media and event accounts (Discover Columbia County, Spirit of Halloweentown Facebook and others);
- Creating, managing and reconciling event budgets, expenses and timelines;
- Soliciting sponsorship for events;
- Creating and/or coordinating informational brochures for visitors to events;
- Administering and managing the events;
- Coordinating all aspects of the events;
- Recruiting musical talent when appropriate;
- Coordinating with appropriately licensed vendors and Columbia River Fire & Rescue;
- Organizing and coordinating event clean-up before, during and after event with the City of St. Helens Department of Public Works;
- Coordinating with other City departments, as necessary;
- Utilizing community volunteers for events whenever possible;

- Providing expertise and consult on various community run events, helping with planning and implementation, attending related community meetings;
- Ensuring deliverables are on time, on budget and meet City expectations;
- Assigning a community liaison;
- Reporting regularly to the City Council and staff.

E2C Corp. will ensure adequate event staffing and management services to ensure successful events from inception to completion. Services to include but not limited to event planning, set up, coordination, addressing questions and issues along with managing the event. Contractor shall ensure the event site is secured (for multi-day events) and the event area is cleaned and garbage is picked up and placed in an appropriate location; daily for multi-day events, and at the conclusion of daily or evening events. Contractor is expected to work closely with City staff throughout the contract period, with outgoing media information to be reviewed by the City's Communications Officer before release, to assure consistency with City policies. Unless otherwise agreed, event insurances will be procured by the City. In some instances, E2C Corp. may act as independent and official event producer which includes event insurance procurement paid and directed for and by E2C Corp.

ATTACHMENT B INSURANCE REQUIREMENTS

Contractor and its subcontractors shall maintain insurance acceptable to the City in full force and effect throughout the term of this Contract.

It is agreed that any insurance maintained by the City shall apply in excess of, and not contribute toward, insurance provided by Contractor. The policy or policies of insurance maintained by Contractor and its subcontractors shall provide at least the following limits and coverage:

TYPE OF INSURANCE	LIMITS OF LIABILITY		REQUIRED FOR THIS CONTRACT
General Liability	Each occurrence General Aggregate Products/Comp Ops Aggregate Personal and Advertising Injury	\$1,000,000 \$2,000,000 \$2,000,000 \$1,000,000 w/umbrella or \$1,500,000 w/o umbrella	YES
Please indicate if Claims Made or Occurrence			
Automobile Liability	Combined Single – covering any vehicle used on City business	\$2,000,000	YES
Workers' Compensation	Per Oregon State Statutes If workers compensation is not applicable please initial here _____. State the reason it is not applicable: _____		YES
Professional Liability	Per occurrence Annual Aggregate	\$500,000 or per contract \$500,000 or per contract	YES

Contractor's general liability and automobile liability insurance must be evidenced by certificates from the insurers. The policies shall name the City, its officers, agents and employees, as additional insureds and shall provide the City with a thirty (30)-day notice of cancellation.

Workers' compensation insurance must be evidenced by a certificate from the insurer. The certificate need not name the City as an additional insured, but must list the City as a certificate holder and provide a thirty (30)-day notice of cancellation to the City.

Certificates of Insurance shall be forwarded to:

City Administrator
City of St. Helens
P.O. Box 278
St. Helens, OR 97051

Contractor agrees to deposit with the City, at the time the executed Contract is returned, Certificates of Insurance and Binders of Insurance if the policy is new or has expired, sufficient to satisfy the City that the insurance provisions of this Contract have been complied with and to keep such insurance in effect and the certificates and/or binders thereof on deposit with the City during the entire term of this Contract. Such certificates and/or binders must be delivered prior to commencement of the Work.

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

ATTACHMENT C
Terms of Compensation

Contractor shall be compensated One hundred twenty thousand dollars (\$120,000.00) per year paid in twelve equal monthly installments. Event related expenses incurred by the Contractor will be reimbursed in accordance with the program budgets established by the City and as otherwise approved by the City Administrator.

As a condition of acceptance, Contractor agrees to retain a community liaison, (preferably local) to assist with event coordination and management.

City of St. Helens
PERSONAL SERVICES AGREEMENT

This PERSONAL SERVICES AGREEMENT (this "Agreement") is made and entered into by and between the **City of St. Helens** (the "City"), an Oregon municipal corporation, and **AccUSet Construction** ("Contractor").

RECITALS

A. The City is in need of consulting services to relocate a mobile building from St. Helens Middle School to St. Helens Police Department and Contractor is qualified and prepared to provide such services.

B. The purpose of this Agreement is to establish the services to be provided by Contractor and the compensation and terms for such services.

AGREEMENT

1. Engagement. The City hereby engages Contractor to provide services ("Services") related to concrete work and Contractor accepts such engagement. The principal contact for Contractor shall be **AccUSet Construction**, phone 360-835-2437.

2. Scope of Work. The duties and responsibilities of Contractor, including a schedule of performance, shall be as described in Attachment A attached hereto and incorporated herein by reference.

3. Term. Subject to the termination provisions of Section 11 of this Agreement, this Agreement shall commence once executed by both parties and shall terminate on June 30, 2019. The City reserves the exclusive right to extend the contract for a period of two (2) years in one (1) year increments. Such extensions shall be in writing with terms acceptable to both parties. Any increase in compensation for the extended term shall be as agreed to by the parties but shall not exceed five percent (5%) of the then-current fees.

4. Compensation. The terms of compensation for the initial term shall be as provided in Attachment A.

5. Payment.

5.1 The City agrees to pay Contractor for and in consideration of the faithful performance of the Services, and Contractor agrees to accept from the City as and for compensation for the faithful performance of the Services, the fees outlined in Attachment A, except that the hourly fee shall include all local travel, local telephone expense, computer expense, and routine document copying. Reimbursable expenses shall be billed at cost without markup and shall include travel and related expenses in compliance with the City's travel and expense policy, reproduction of documents or reports with prior written approval, and long-distance telephone expenses. Contractor's cost for approved sub-consultants may be marked up a maximum of five percent (5%) by Contractor for management and handling expenses.

5.2 Contractor shall make and keep reasonable records of work performed pursuant to this Agreement and shall provide detailed monthly billings to the City. Following

approval by the City Administrator, billings shall be paid in full within thirty (30) days of receipt thereof. The City shall notify Contractor of any disputed amount within fifteen (15) days from receipt of the invoice, give reasons for the objection, and promptly pay the undisputed amount. Disputed amounts may be withheld without penalty or interest pending resolution of the dispute.

5.3 The City may suspend or withhold payments if Contractor fails to comply with requirements of this Agreement.

5.4 Contractor is engaged by the City as an independent contractor in accordance with the standards prescribed in ORS 670.600. Contractor shall not be entitled to any benefits that are provided by the City to City employees.

5.5 Any provision of this Agreement that is held by a court to create an obligation that violates the debt limitation provision of Article XI, Section 9 of the Oregon Constitution shall be void. The City's obligation to make payments under this Agreement is conditioned upon appropriation of funds pursuant to ORS 294.305 through 294.565.

6. Document Ownership. Upon acceptance of the Services and payment for such Services by the City, all work products, including, but not limited to, documents, drawings, papers, computer programs and photographs, performed or produced by Contractor for the benefit of the City under this Agreement shall become the property of the City. Any reuse or alteration of any work produced under this Agreement, except as contemplated herein, shall be at the City's sole risk.

7. Notices. All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

CITY: City of St. Helens
Attn: City Administrator
PO Box 278
St. Helens OR 97051

CONTRACTOR: AccUSet
PO BOX 725, 781 S. 28th Street
Washougal, WA 98671

When so addressed, such notices, bills and payments shall be deemed given upon deposit in the United States mail, postage-prepaid.

8. Standard of Care. Contractor shall comply with applicable standards of professional care in the performance of the Services. Contractor shall prepare materials and deliverables in accordance with generally accepted standards of professional practice for the intended use of the project.

9. Consequential Damages. Neither party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused

by either party's breach of contract, willful misconduct, negligent act or omission, or other wrongful act.

10. Insurance.

10.1 At all times during the term of this Agreement, Contractor shall carry, maintain and keep in full force and effect a policy or policies of insurance as specified in Attachment B attached hereto and incorporated herein by reference.

10.2 All insurance policies shall provide that the insurance coverage shall not be canceled or reduced by the insurance carrier without thirty (30) days' prior written notice to the City. Contractor agrees that it will not cancel or reduce said insurance coverage.

10.3 Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, the City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, the City may take out the necessary insurance and pay, at Contractor's expense, the premium thereon. If the City procures such insurance, the City shall retain any cost incurred for same from moneys due Contractor hereunder.

10.4 At all times during the term of this Agreement, Contractor shall maintain on file with the City a Certificate of Insurance or a copy of actual policies acceptable to the City showing that the aforesaid policies are in effect in the required amounts. The policies shall contain an endorsement naming the City, its officers, employees and agents, as additional insureds (except for the professional liability and workers' compensation insurance).

10.5 The insurance provided by Contractor shall be primary to any coverage available to the City. The insurance policies (other than workers' compensation) shall include provisions for waiver of subrogation. Contractor shall be responsible for any deductible amounts outlined in such policies.

11. Termination. Either party may terminate this Agreement upon seven (7) days' written notice if one of the following occurs: (a) the other party fails to substantially perform in accordance with the terms of this Agreement; or (b) the City, in its sole discretion, decides to abandon the project. If either party terminates this Agreement, Contractor shall receive compensation only for Services actually performed up to the date of termination.

12. No Third-Party Rights. This Agreement shall not create any rights in or inure to the benefit of any parties other than the City and Contractor.

13. Modification. Any modification of the provisions of this Agreement shall be set forth in writing and signed by the parties.

14. Waiver. A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach.

15. Indemnification. Contractor and the officers, employees, agents and subcontractors of Contractor are not agents of the City, as those terms are used in ORS 30.265. Contractor shall defend, indemnify and hold harmless the City and its officers, employees, elected officials, volunteers and agents from any and all claims for injury to any person or damage to property caused by the negligence or other wrongful acts, omissions, or willful misconduct of Contractor or officers, employees, agents, or subcontractors of Contractor.

Contractor shall not be responsible for claims caused by the negligence or other wrongful acts or omissions of the City or the City's officers, employees, or agents.

16. Governing Laws. This Agreement shall be governed by the laws of the State of Oregon. Venue shall be in the Circuit Court for Columbia County, Oregon.

17. Compliance with Law.

17.1 Contractor shall comply with all applicable federal, state and local statutes, ordinances, administrative rules, regulations and other legal requirements in performance of this Agreement.

17.2 Contractor shall comply with applicable provisions of ORS 279B.020, 279B.220, 279B.225, 279B.230 and 279B.235. Pursuant to ORS 279B.235, any person employed by Contractor who performs Services shall be paid at least time and a half pay for all overtime in excess of forty (40) hours in any one (1) week, except for persons who are excluded or exempt from overtime pay under ORS 653.010 through 653.261 or under 29 USC Sections 201 through 209.

17.3 Contractor is a "subject employer," as defined in ORS 656.005, and shall comply with ORS 656.017.

17.4 Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, physical or mental disability, or disabled veteran or veteran status in violation of state or federal laws.

17.5 Contractor certifies that it currently has a City business license or will obtain one prior to delivering services under this Agreement.

18. Confidentiality. Contractor shall maintain the confidentiality, both external and internal, of that confidential information to which it is exposed by reason of this Agreement. Contractor warrants that its employees assigned to this Agreement shall maintain necessary confidentiality.

19. Publicity. Contractor shall not use any data, pictures, or other representations of the City in its external advertising, marketing programs, or other promotional efforts except with prior specific written authorization from the City.

20. Succession. This Agreement shall inure to the benefit of and shall be binding upon each of the parties hereto and such parties' partners, successors, executors, administrators and assigns.

21. Assignment. This Agreement shall not be assigned by Contractor without the express written consent of the City. Contractor shall not assign Contractor's interest in this Agreement or enter into subcontracts for any part of the Services without the prior written consent of the City.

22. Default.

22.1 A party will be in default under this Agreement if that party fails to comply with any provision of this Agreement within ten (10) days after the other party gives

written notice specifying the breach. If the breach specified in the notice cannot be completely cured within the ten (10)-day period, a default will not occur if the party receiving the notice diligently begins curative action within the ten (10)-day period and proceeds to cure the breach as soon as practicable.

22.2 Notwithstanding Subsection 22.1, the City may declare a default immediately by written notice to Contractor if Contractor intentionally or repeatedly breaches material provisions of this Agreement or if Contractor's breach of contract creates unreasonable risk of injury to any person or damage to property.

22.3 Should a dispute arise between the parties to this Agreement, it is agreed that such dispute will be submitted to a mediator prior to any litigation. The parties shall exercise good-faith efforts to select a mediator who shall be compensated equally by both parties. Mediation shall be conducted in St. Helens, Oregon, unless both parties agree in writing otherwise. Both parties agree to exercise good-faith efforts to resolve disputes covered by this section through the mediation process. If a party requests mediation and the other party fails to respond within ten (10) days, a mediator shall be appointed by the presiding judge of the Circuit Court of the State of Oregon for Columbia County upon request of either party. The parties shall have any rights at law or in equity with respect to any dispute not covered by this section. Nothing in this section shall preclude a party from seeking equitable relief to enjoin a violation of this Agreement.

22.4 If a default occurs, the party injured by the default may terminate this Agreement and enforce any remedies available under Oregon law. Litigation shall be conducted in the Circuit Court of the State of Oregon for Columbia County. Litigation initiated by the City must be authorized by the St. Helens City Council.

23. Attorney Fees. If legal action is commenced in connection with this Agreement, the prevailing party in such action shall be entitled to recover its reasonable attorney fees and costs incurred herein at trial and on appeal.

24. Inspection and Audit by the City.

24.1 Services provided by Contractor and Contractor's performance data, financial records, and other similar documents and records of Contractor that pertain, or may pertain, to the Services under this Agreement shall be open for inspection by the City or its agents at any reasonable time during business hours. Upon request, copies of records or documents shall be provided to the City free of charge.

24.2 The City shall have the right to inspect and audit Contractor's financial records pertaining to the Services under this Agreement at any time during the term of this Agreement or within two (2) years following the termination of this Agreement.

24.3 This Section 24 is not intended to limit the right of the City to make inspections or audits as provided by law or administrative rule.

25. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements regarding the Services described herein.

26. Severance. If any provision of this Agreement is held to be invalid, it will not affect the validity of any other provision. This Agreement will be construed as if the invalid provision had never been included.

IN WITNESS WHEREOF, the City has caused this Agreement to be executed in duplicate originals by its duly authorized undersigned agents, and Contractor has executed this Agreement on the date written below.

CITY:

CITY OF ST. HELENS

Council Meeting Date: March 6, 2019

Signature: _____

Print: Rick Scholl

Title: Mayor

Date: _____

CONTRACTOR:

Acc-U-Set Construction, Inc.

Signature: Tammy Hase

Print: Tammy Hall

Title: Controller

Date: 2/28/2019

ATTACHMENT A
Scope of Work

SEE ATTACHMENT ON FOLLOWING 2 PAGES

PO Box 725
781 S. 28th St.
Washougal, Wa. 98671



Estimate

Date
1/22/2019

Name/Address
City of St. Helens PO Box 278 / 265 Strand St. St. Helens, Or. 97051

Job Location
Relocate (1) 28 x 64 mod From: St. Helens Middle School To: St. Helens Police

Contact Person / PH #	Contact FAX #	Terms	Job Name & Number
Matt Brown		Net 30	(OR) St. Helens relo

Description	Qty	Unit	Cost	Total
Provide labor and equipment to relocate (1) 28 x 64 modular building. Remove and reinstall aluminum decking. (Assumes elevation at new site will work with existing components). Provide labor to remove and dispose of T1-11 skirt package. Teardown building and prepare for off site movement. Provide and install shipping walls and steel banding as needed. Provide trucking with transportation permits and pilots if required. Reset building onto existing foundation materials, reusing CMU. Acc-U-Set will supply new wood materials to construct a standard T1-11 skirt package. Painting to be completed by others. Provide and install (16) cross drive anchors. Complete standard interior and exterior close up with materials that were removed from building at time of tear down.	1	ea	17,048.00	17,048.00
Provide crawler and modular trailer at the Police Station site due to site conditions.	1	ea	1,800.00	1,800.00
Provide foundation engineering for permitting purposes.	1	ea	1,000.00	1,000.00
NOTES: All wages to be paid at Regular wage rates. EXCLUSIONS: This estimate does not include: Disconnection or reconnection of site utilities. Site demolition or restoration. Overheight building installation. Decking components. Plumbing or electrical hard wire cross overs. Floor coverings over and above a carpet bar.				
*Unless otherwise stated, all bids are based on a flat, level site to which buildings are placed where they are set best.				

Phone #	Fax #	E-mail	Subtotal
360-835-2437	360-835-2904	tammy@accusetconstruction.com	Sales Tax (8.1%)
We appreciate the opportunity to bid this project!			Total

PO Box 725
781 S. 28th St.
Washougal, Wa. 98671



Estimate

Date
1/22/2019

Name/Address
City of St. Helens PO Box 278 / 265 Strand St. St. Helens, Or. 97051

Job Location
Relocate (1) 28 x 64 mod From: St. Helens Middle School To: St. Helens Police

Contact Person / PH #	Contact FAX #	Terms	Job Name & Number
Matt Brown		Net 30	(OR) St. Helens relo

Description	Qty	Unit	Cost	Total
Match of roofing shingles at the marriage line. Additional labor or materials associated with foundation change if existing set does not meet code. Anything that is not specifically listed out above.				
*Unless otherwise stated, all bids are based on a flat, level site to which buildings are placed where they are set best.				

Phone #	Fax #	E-mail	Subtotal	\$19,848.00
360-835-2437	360-835-2904	tammy@accusetconstruction.com	Sales Tax (8.1%)	\$0.00
We appreciate the opportunity to bid this project!			Total	\$19,848.00

ATTACHMENT B INSURANCE REQUIREMENTS

Contractor and its subcontractors shall maintain insurance acceptable to the City in full force and effect throughout the term of this Contract.

It is agreed that any insurance maintained by the City shall apply in excess of, and not contribute toward, insurance provided by Contractor. The policy or policies of insurance maintained by Contractor and its subcontractors shall provide at least the following limits and coverage:

TYPE OF INSURANCE	LIMITS OF LIABILITY		REQUIRED FOR THIS CONTRACT
General Liability	Each occurrence	\$1,000,000	YES/NO
	General Aggregate	\$2,000,000	
	Products/Comp Ops Aggregate	\$2,000,000	
	Personal and Advertising Injury	\$1,000,000	
		w/umbrella or \$1,500,000 w/o umbrella	
Please indicate if Claims Made or Occurrence			
Automobile Liability	Combined Single – covering any vehicle used on City business	\$2,000,000	YES/NO
Workers’ Compensation	Per Oregon State Statutes If workers compensation is not applicable please initial here _____. State the reason it is not applicable: _____		YES/NO
Professional Liability	Per occurrence	\$500,000 or per contract	YES/NO
	Annual Aggregate	\$500,000 or per contract	

Contractor's general liability and automobile liability insurance must be evidenced by certificates from the insurers. The policies shall name the City, its officers, agents and employees, as additional insureds and shall provide the City with a thirty (30)-day notice of cancellation.

Workers' compensation insurance must be evidenced by a certificate from the insurer. The certificate need not name the City as an additional insured, but must list the City as a certificate holder and provide a thirty (30)-day notice of cancellation to the City.

Certificates of Insurance shall be forwarded to:

City Administrator
City of St. Helens
P.O. Box 278
St. Helens, OR 97051

Contractor agrees to deposit with the City, at the time the executed Contract is returned, Certificates of Insurance and Binders of Insurance if the policy is new or has expired, sufficient to satisfy the City that the insurance provisions of this Contract have been complied with and to keep such insurance in effect and the certificates and/or binders thereof on deposit with the City during the entire term of this Contract. Such certificates and/or binders must be delivered prior to commencement of the Work.

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

City of St. Helens
PERSONAL SERVICES AGREEMENT

This PERSONAL SERVICES AGREEMENT (this “Agreement”) is made and entered into by and between the **City of St. Helens** (the “City”), an Oregon municipal corporation, and **Columbia Pacific Economic Development District** (“Contractor”).

RECITALS

A. The City is in need of consulting services for grant administration services for the Community Development Block Grant (CDBG) for the Columbia Pacific Food Bank design and construction project and Contractor is qualified and prepared to provide such services.

B. The purpose of this Agreement is to establish the services to be provided by Contractor and the compensation and terms for such services.

AGREEMENT

1. Engagement. The City hereby engages Contractor to provide services (“Services”) related to CDBG administration services, and Contractor accepts such engagement. The principal contact for Contractor shall be Mary McArthur, phone 503-397-3099.

2. Scope of Work. The duties and responsibilities of Contractor, including a schedule of performance, shall be as described in Attachment A attached hereto and incorporated herein by reference.

3. Term. Subject to the termination provisions of Section 11 of this Agreement, this Agreement shall commence once executed by both parties and shall terminate on April 30, 2021. The City reserves the exclusive right to extend the contract for a period of two (2) years in one (1) year increments. Such extensions shall be in writing with terms acceptable to both parties. Any increase in compensation for the extended term shall be as agreed to by the parties but shall not exceed five percent (5%) of the then-current fees.

4. Compensation. The terms of compensation for the initial term shall be as provided in Attachment A.

5. Payment.

5.1 The City agrees to pay Contractor for and in consideration of the faithful performance of the Services, and Contractor agrees to accept from the City as and for compensation for the faithful performance of the Services, the fees outlined in Attachment A, except that the hourly fee shall include all local travel, local telephone expense, computer expense, and routine document copying. Reimbursable expenses shall be billed at cost without markup and shall include travel and related expenses in compliance with the City’s travel and expense policy, reproduction of documents or reports with prior written approval, and long-distance telephone expenses. Contractor’s cost for approved sub-consultants may be marked up a maximum of five percent (5%) by Contractor for management and handling expenses.

5.2 Contractor shall make and keep reasonable records of work performed pursuant to this Agreement and shall provide detailed monthly billings to the City. Following approval by the City Administrator, billings shall be paid in full within thirty (30) days of receipt thereof. The City shall notify Contractor of any disputed amount within fifteen (15) days from receipt of the invoice, give reasons for the objection, and promptly pay the undisputed amount. Disputed amounts may be withheld without penalty or interest pending resolution of the dispute.

5.3 The City may suspend or withhold payments if Contractor fails to comply with requirements of this Agreement.

5.4 Contractor is engaged by the City as an independent contractor in accordance with the standards prescribed in ORS 670.600. Contractor shall not be entitled to any benefits that are provided by the City to City employees.

5.5 Any provision of this Agreement that is held by a court to create an obligation that violates the debt limitation provision of Article XI, Section 9 of the Oregon Constitution shall be void. The City's obligation to make payments under this Agreement is conditioned upon appropriation of funds pursuant to ORS 294.305 through 294.565.

6. Document Ownership. Upon acceptance of the Services and payment for such Services by the City, all work products, including, but not limited to, documents, drawings, papers, computer programs and photographs, performed or produced by Contractor for the benefit of the City under this Agreement shall become the property of the City. Any reuse or alteration of any work produced under this Agreement, except as contemplated herein, shall be at the City's sole risk.

7. Notices. All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

CITY: City of St. Helens
Attn: Jennifer Dimsho
PO Box 278
St. Helens OR 97051

CONTRACTOR: COLPAC
Attn: Mary McArthur
PO Box 534
Columbia City, OR 97018

When so addressed, such notices, bills and payments shall be deemed given upon deposit in the United States mail, postage-prepaid.

8. Standard of Care. Contractor shall comply with applicable standards of professional care in the performance of the Services. Contractor shall prepare materials and deliverables in accordance with generally accepted standards of professional practice for the intended use of the project.

9. Consequential Damages. Neither party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by either party's breach of contract, willful misconduct, negligent act or omission, or other wrongful act.

10. Insurance.

10.1 At all times during the term of this Agreement, Contractor shall carry, maintain and keep in full force and effect a policy or policies of insurance as specified in Attachment B attached hereto and incorporated herein by reference.

10.2 All insurance policies shall provide that the insurance coverage shall not be canceled or reduced by the insurance carrier without thirty (30) days' prior written notice to the City. Contractor agrees that it will not cancel or reduce said insurance coverage.

10.3 Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, the City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, the City may take out the necessary insurance and pay, at Contractor's expense, the premium thereon. If the City procures such insurance, the City shall retain any cost incurred for same from moneys due Contractor hereunder.

10.4 At all times during the term of this Agreement, Contractor shall maintain on file with the City a Certificate of Insurance or a copy of actual policies acceptable to the City showing that the aforesaid policies are in effect in the required amounts. The policies shall contain an endorsement naming the City, its officers, employees and agents, as additional insureds (except for the professional liability and workers' compensation insurance).

10.5 The insurance provided by Contractor shall be primary to any coverage available to the City. The insurance policies (other than workers' compensation) shall include provisions for waiver of subrogation. Contractor shall be responsible for any deductible amounts outlined in such policies.

11. Termination. Either party may terminate this Agreement upon seven (7) days' written notice if one of the following occurs: (a) the other party fails to substantially perform in accordance with the terms of this Agreement; or (b) the City, in its sole discretion, decides to abandon the project. If either party terminates this Agreement, Contractor shall receive compensation only for Services actually performed up to the date of termination.

12. No Third-Party Rights. This Agreement shall not create any rights in or inure to the benefit of any parties other than the City and Contractor.

13. Modification. Any modification of the provisions of this Agreement shall be set forth in writing and signed by the parties.

14. Waiver. A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach.

15. Indemnification. Contractor and the officers, employees, agents and subcontractors of Contractor are not agents of the City, as those terms are used in ORS 30.265. Contractor shall defend, indemnify and hold harmless the City and its officers, employees,

elected officials, volunteers and agents from any and all claims for injury to any person or damage to property caused by the negligence or other wrongful acts, omissions, or willful misconduct of Contractor or officers, employees, agents, or subcontractors of Contractor. Contractor shall not be responsible for claims caused by the negligence or other wrongful acts or omissions of the City or the City's officers, employees, or agents.

16. Governing Laws. This Agreement shall be governed by the laws of the State of Oregon. Venue shall be in the Circuit Court for Columbia County, Oregon.

17. Compliance with Law.

17.1 Contractor shall comply with all applicable federal, state and local statutes, ordinances, administrative rules, regulations and other legal requirements in performance of this Agreement.

17.2 Contractor shall comply with applicable provisions of ORS 279B.020, 279B.220, 279B.225, 279B.230 and 279B.235. Pursuant to ORS 279B.235, any person employed by Contractor who performs Services shall be paid at least time and a half pay for all overtime in excess of forty (40) hours in any one (1) week, except for persons who are excluded or exempt from overtime pay under ORS 653.010 through 653.261 or under 29 USC Sections 201 through 209.

17.3 Contractor is a "subject employer," as defined in ORS 656.005, and shall comply with ORS 656.017.

17.4 Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, physical or mental disability, or disabled veteran or veteran status in violation of state or federal laws.

17.5 Contractor is a 501c(3) and will not need a City business license.

18. Confidentiality. Contractor shall maintain the confidentiality, both external and internal, of that confidential information to which it is exposed by reason of this Agreement. Contractor warrants that its employees assigned to this Agreement shall maintain necessary confidentiality.

19. Publicity. Contractor shall not use any data, pictures, or other representations of the City in its external advertising, marketing programs, or other promotional efforts except with prior specific written authorization from the City.

20. Succession. This Agreement shall inure to the benefit of and shall be binding upon each of the parties hereto and such parties' partners, successors, executors, administrators and assigns.

21. Assignment. This Agreement shall not be assigned by Contractor without the express written consent of the City. Contractor shall not assign Contractor's interest in this Agreement or enter into subcontracts for any part of the Services without the prior written consent of the City.

22. Default.

22.1 A party will be in default under this Agreement if that party fails to comply with any provision of this Agreement within ten (10) days after the other party gives written notice specifying the breach. If the breach specified in the notice cannot be completely cured within the ten (10)-day period, a default will not occur if the party receiving the notice diligently begins curative action within the ten (10)-day period and proceeds to cure the breach as soon as practicable.

22.2 Notwithstanding Subsection 22.1, the City may declare a default immediately by written notice to Contractor if Contractor intentionally or repeatedly breaches material provisions of this Agreement or if Contractor's breach of contract creates unreasonable risk of injury to any person or damage to property.

22.3 Should a dispute arise between the parties to this Agreement, it is agreed that such dispute will be submitted to a mediator prior to any litigation. The parties shall exercise good-faith efforts to select a mediator who shall be compensated equally by both parties. Mediation shall be conducted in St. Helens, Oregon, unless both parties agree in writing otherwise. Both parties agree to exercise good-faith efforts to resolve disputes covered by this section through the mediation process. If a party requests mediation and the other party fails to respond within ten (10) days, a mediator shall be appointed by the presiding judge of the Circuit Court of the State of Oregon for Columbia County upon request of either party. The parties shall have any rights at law or in equity with respect to any dispute not covered by this section. Nothing in this section shall preclude a party from seeking equitable relief to enjoin a violation of this Agreement.

22.4 If a default occurs, the party injured by the default may terminate this Agreement and enforce any remedies available under Oregon law. Litigation shall be conducted in the Circuit Court of the State of Oregon for Columbia County. Litigation initiated by the City must be authorized by the St. Helens City Council.

23. Attorney Fees. If legal action is commenced in connection with this Agreement, the prevailing party in such action shall be entitled to recover its reasonable attorney fees and costs incurred herein at trial and on appeal.

24. Inspection and Audit by the City.

24.1 Services provided by Contractor and Contractor's performance data, financial records, and other similar documents and records of Contractor that pertain, or may pertain, to the Services under this Agreement shall be open for inspection by the City or its agents at any reasonable time during business hours. Upon request, copies of records or documents shall be provided to the City free of charge.

24.2 The City shall have the right to inspect and audit Contractor's financial records pertaining to the Services under this Agreement at any time during the term of this Agreement or within two (2) years following the termination of this Agreement.

24.3 This Section 24 is not intended to limit the right of the City to make inspections or audits as provided by law or administrative rule.

25. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements regarding the Services described herein.

26. Severance. If any provision of this Agreement is held to be invalid, it will not affect the validity of any other provision. This Agreement will be construed as if the invalid provision had never been included.

IN WITNESS WHEREOF, the City has caused this Agreement to be executed in duplicate originals by its duly authorized undersigned agents, and Contractor has executed this Agreement on the date written below.

CITY:

CITY OF ST. HELENS

Council Meeting Date: 03/06/19

Signature: _____

Print: _____

Title: _____

Date: _____

CONTRACTOR:

**COLUMBIA PACIFIC ECONOMIC
DEVELOPMENT DISTRICT**

Signature: _____

Print: _____

Title: _____

Date: _____

ATTACHMENT A
Scope of Work & Terms of Compensation



Columbia Pacific
Economic Development District

February 19, 2019

Jennifer Dimsho
St Helens Planning Department
PO Box 278
St Helens, OR 97051

Ms Dimsho,

We are pleased to provide the City of St Helens with our Statement of Qualifications for grant administration of the Columbia Pacific Food Bank relocation and construction Community Development Block Grant. We feel we are uniquely qualified because of our prior experience working on federal grant-funded projects, and because we have worked with the City for many years on economic development projects. Relocation and new construction of the Food Bank has been long awaited, and we are pleased you received the funding to get it built.

Thank you for including us in your Request for Qualifications. We hope to work with the City on grant administration of the new facility.

Sincerely,

Mary McArthur
Executive Director

Columbia-Pacific Economic Development District (Col-Pac)
City of St Helens/Columbia Pacific Food Bank Community Development Block Grant
Grant Administration Statement of Qualification

Background: The City of St Helens has received a Community Development Block Grant (CDBG) for design and construction of the Columbia Pacific Food Bank. Administration of CDBGs requires specialized labor standards compliance, monitoring, reporting and record-keeping, as well as compliance with the tasks outlined in the Food Bank's Environmental Assessment (EA). Col-Pac believes it is uniquely qualified for this project:

1. Extensive experience in grant administration

Col-Pac has been providing grant management services for over 20 years, including environmental assessment, Section 3 reporting, public bidding oversight/monitoring, labor standards review, financial documentation, Buy American procedures and verification, on-site inspections, and final close-out. As NW Oregon's federally-designated economic development district, Col-Pac offers grant management services to all public entities within Clatsop, Columbia and Tillamook counties, as well as managing the state and federal grants for the District.

Because Community Development Block Grants and other federal grants have very specific and technical requirements, Col-Pac has received training in their administration, monitoring and reporting, including trainings as the grant requirements are updated or changed. Over the years, Col-Pac has developed checklists for managing all aspects of these grants to ensure proper procedures are followed and all required project components are completed, in their prescribed order, with the appropriate documentation. Col-Pac works closely with municipal staff, particularly financial administration, to ensure internal financial processes are set up to provide the discrete accounting required by federal granting agencies.

2. Extensive experience in providing grant administration services to governmental entities

Col-Pac has managed over \$9.3 million federal grants for public facility improvements in the past 5 years, including:

- ✚ \$1.5 million CDBG grant for the City of Vernonia's Rose Ave Senior Center/Food Bank construction—Currently, ongoing, environmental review is complete, and in process of going out construction bids.
- ✚ \$1.5 million CDBG grant for the Astoria Senior Center renovation—Grant administrative services included environmental review, labor standards compliance and grant reporting
- ✚ Two EDA/ODOT grants totaling \$4.8 million for the Port of Garibaldi Wharf renovation—Grant administrative services included labor standards compliance, requests for reimbursement, and grant reporting

- ✚ \$1.5 million US DOT TIGER grant for the Garibaldi Commercial Ave renovation—Grant administrative services included Buy American compliance, labor standards compliance, requests for reimbursement through the federal Delphi system (which requires federal security clearance), and grant reporting

Other projects in the past 10 years include contracts with the Oregon Department of Energy (ODOE) for oversight of their (federal) ARRA grants for: Astoria Public Library and Astoria Public Safety buildings HVAC upgrades, Astoria and Jewell schools lighting upgrades, Columbia County Courthouse HVAC upgrades, and building remodel and maintenance facility construction for Columbia County Rider's new transit center. Col-Pac also assisted ODOE with the employee wage certifications during construction of the new Vernonia school campus.

Specific work activities provide by Col-Pac include

- ✚ Environmental assessment data collection, evaluation, outside review by state and federal agencies, reporting, and public review
- ✚ Section 3 reporting
- ✚ Participation in all the sub-contractor pre-screenings, briefings, wage determinations and receipt of federally-mandated documentation. At the same time, Col-Pac works with local finance staff to set up procedures for tracking grant receipts, contractor invoicing and match expenditures and “first draw” requirements
- ✚ Attendance and participation in ongoing contractor meetings, monitoring of certified worker job classifications and wage rates, and verification all required signage is maintained properly. Required progress reports are provided, as well as summary Quarterly Reports. Throughout the project, Col-Pac reviews all sub-contractors weekly Certified Payroll forms, and in the case of error, works with the prime contractor to resolve any issues. Col-Pac also tracks the change order process.
- ✚ Completion of the grant final close-out process

3. Capacity and Capability to Perform the Work within the Proposed Schedule

Col-Pac has the capacity to commit Executive Director and Finance Manager time to this project for the next 12 months. Mary McArthur, Col-Pac Executive Director has been responsible for all the grant administration and environmental assessment work contracted in the past 7 years. Karen Kent, Col-Pac's Financial Manager has managed Col-Pac's grant accounting for nearly ten years and has training in Certified Payroll reviews. Currently, Col-Pac is only working on one other CDBG—the City of Vernonia's Senior Center/Food Bank and has staff capacity to administer another grant.

Col-Pac will work with the City and the selected general contractor to establish a time schedule, projected milestones and critical path activities. This schedule will be monitored weekly, ensuring interim deadlines are met, and change orders managed. Additionally, data will be collected throughout the project for completing the

federally-required Minority, Women and Emerging Small Business Activity and Section 3 Summary reports, to ensure close-out goes smoothly and on time.

4. Certification of Eligibility to Participate

See attached.

5. Public Sector Client References

- ✚ Josette Mitchell, Vernonia City Administrator, 503-429-5291 x 106, jmitchell@vernonia-or.gov (In progress) \$1.5 million CDBG administration: Vernonia Senior Center/Food Bank construction
- ✚ Brett Estes, Astoria City Manager, 503.325.5825. bestes@astoria.or.us. \$1.5 million CDBG administration: City of Astoria Senior Center renovation
- ✚ Mike Saindon, Port of Garibaldi General Manager, 503-322-3292, manager@portofgaribaldi.org. \$3.1 million EDA grant and \$1.7 million ODOT grant managed: Garibaldi Wharf renovation

6. Conflict of Interest Statement

Per Exhibit 5A of the 2013 Business Oregon CDBG Grant Management Handbook, no Col-Pac employees shall obtain a financial interest or benefit from the Vernonia Rose Ave Senior Center Food Bank project, contract, subcontract or agreement, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

7. Col-Pac Hourly Rate Schedule and Fees

Staff time is billed at \$75/hour, travel at the federal rate of \$.58/mile, and expenses at cost. Typically, Col-Pac works under a not-to-exceed contract and will agree to meet all contracted Scope of Work items.

8. Additional Information

Col-Pac's office is located in St Helens, reducing travel time and cost. The City is within Col-Pac's geographic boundaries and is included in all infrastructure planning for the regional district. Col-Pac has been monitoring the work being done on the St Helens downtown and waterfront development and is knowledgeable about the interests and dynamics of the City's enhancement efforts. In addition, as mentioned earlier, Mary McArthur has experience managing CDBG grant projects, and has worked with several local contractors on these projects.

Mary McArthur has worked with government contracting since 1987. Over the last 7 years of federal grant contracts, all projects have been completed on time, all performance outcomes met, and no cost over runs. Because of her extensive project management experience, McArthur has the ability to identify potential scheduling or cost issues early on, and can thus find alternative solutions, prior to incurring budget over runs. In addition to scheduling out project work, McArthur also monitors project expenditures to a schedule, ensuring drawdowns match the project completion timeline.

Mary McArthur has a Masters of Business Administration. (See attached resume)

Mary McArthur
Col-Pac Executive Director

2003—Current Col-Pac EDD

As Executive Director, Ms McArthur provides grant management services, coordinates local business technical and workforce assistance, networks business clustering opportunities, oversees implementation of the NW Oregon CEDS, manages Col-Pac's \$1 million small business development loan fund, and staffs the NW Oregon's Area Commission on Transportation and NW Connector (regional transit) Alliance.

1994—Current NW Oregon Economic Alliance (NOEA)

NOEA is a sister organization to Col-Pac, and Ms McArthur manages the State grant contracts for regional NW Oregon economic development projects.

1987—2003 Mt Hood Economic Alliance

Executive Director, managed over \$3 million in lottery grants for economic development projects.

1998—2003 Multnomah—Washington Counties Regional Investment Board

Executive Director, managed over \$2 million in lottery grants for economic development projects.

Education

MBA, Portland State University

**Certification Regarding
Debarment, Suspension, and Other Responsibility
Matters Primary Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

- 1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
 - a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Entity Name

Columbia-Pacific Economic Development District

Date February 19, 2019

By

Mary McArthur, Executive Director
Name and Title of Authorized Representative



Signature of Authorized Representative

Columbia Pacific Food Bank Renovations Draft Work Plan

	TASK	EST. START DATE	EST. COMPLETION DATE	RESPONSIBLE ENTITIY
1	Grant contract executed <ul style="list-style-type: none"> Signed signature card submitted Completed authorization for Electronic Deposit Submitted 	01/21/19	01/21/19	City
2	Intergovernmental Agreement and Management MOU signed	02/06/19	02/06/19	City, Food Bank, County
3	Grant Administration and Labor Standards RFP dated and issued <ul style="list-style-type: none"> Includes review/approval by Business Oregon Review by City legal counsel 	01/23/19	01/23/19	City
4	Grant Administration and Labor Standards Monitoring contracted	02/21/19	02/28/19	City, Grant Administrator
5	Environmental Review/Assessment, FONSI <ul style="list-style-type: none"> Signature by Certifying Officer Combined Notice Published 	01/23/19	02/28/19	City, Grant Administrator
6	First Draw Requirements completed, submitted <ul style="list-style-type: none"> Adopt Section 3 Plan Publish Fair Housing Resolution Post Fair Housing Poster and Brochures Complete Section 504 Checklist Notice of Nondiscrimination Policy All non-grant funds committed 	02/23/19	03/29/19	City, Grant Administrator
7	RFP Drafted and Issued for Architecture and Engineering <ul style="list-style-type: none"> Includes review/approval by Business Oregon Review by City legal counsel 	03/01/19	03/29/19	City, Food Bank
8	Architect/Engineering Services Selected, Contracted	04/01/19	04/01/19	City, Food Bank
9	Release of Funds <ul style="list-style-type: none"> Request for release of funds submitted 	04/01/19	04/01/19	City, Food Bank, Grant Administrator
10	Schematic Design Development, Construction Documents (includes regulatory agency approval)	04/01/19	06/28/19	City, Food Bank
11	Permit Submittal, City & County review	06/28/19	09/30/19	City, Food Bank
12	Issue Construction Bid Documents <ul style="list-style-type: none"> Includes review/approval by Business Oregon Review by City Legal Counsel 	09/30/19	09/30/19	City, Food Bank
13	Bids Received and Contracting <ul style="list-style-type: none"> Submit Notice of Construction Contract Award and Start of Construction 	09/30/19	11/29/19	City, Food Bank
14	Pre-Construction Meeting <ul style="list-style-type: none"> Submit Pre-Construction conference notes, signed by Prime Contractor 	11/29/19	02/29/20	City, Food Bank
15	Construction Period <ul style="list-style-type: none"> Construction meetings every two weeks. Labor Standards monitoring, including CPR, site visits and interviews 	03/02/20	10/30/20	City, Food Bank, Grant Administrator
16	First Construction Draw Date	10/30/20	11/30/20	City, Food Bank, Grant Administrator
17	Punch List and Corrections	11/30/20	05/31/21	City, Food Bank
18	Project Construction Completion	05/31/21	05/31/21	City, Food Bank
19	Second Public Hearing	06/06/21	06/06/21	City

20	Final CDBG Draw <ul style="list-style-type: none"> • Minority, Women, Emerging Small Business Activity Report • Fair Housing Activity • Section 3 Summary Report 	07/01/21	07/15/21	City, Food Bank, Grant Administrator
21	Final Completion Report	07/15/21	08/31/21	City, Food Bank, Grant Administrator

ATTACHMENT B INSURANCE REQUIREMENTS

Contractor and its subcontractors shall maintain insurance acceptable to the City in full force and effect throughout the term of this Contract.

It is agreed that any insurance maintained by the City shall apply in excess of, and not contribute toward, insurance provided by Contractor. The policy or policies of insurance maintained by Contractor and its subcontractors shall provide at least the following limits and coverage:

TYPE OF INSURANCE	LIMITS OF LIABILITY		REQUIRED FOR THIS CONTRACT
General Liability	Each occurrence	\$1,000,000	YES/NO
	General Aggregate	\$2,000,000	
	Products/Comp Ops Aggregate	\$2,000,000	
	Personal and Advertising Injury	\$1,000,000	
		w/umbrella or \$1,500,000 w/o umbrella	
Please indicate if Claims Made or Occurrence			
Automobile Liability	Combined Single – covering any vehicle used on City business	\$2,000,000	YES/NO
Workers’ Compensation	Per Oregon State Statutes If workers compensation is not applicable please initial here _____. State the reason it is not applicable: _____		YES/NO
Professional Liability	Per occurrence	\$500,000 or per contract	YES/NO
	Annual Aggregate	\$500,000 or per contract	

Contractor's general liability and automobile liability insurance must be evidenced by certificates from the insurers. The policies shall name the City, its officers, agents and employees, as additional insureds and shall provide the City with a thirty (30)-day notice of cancellation.

Workers' compensation insurance must be evidenced by a certificate from the insurer. The certificate need not name the City as an additional insured, but must list the City as a certificate holder and provide a thirty (30)-day notice of cancellation to the City.

Certificates of Insurance shall be forwarded to:

City Administrator
City of St. Helens
P.O. Box 278
St. Helens, OR 97051

Contractor agrees to deposit with the City, at the time the executed Contract is returned, Certificates of Insurance and Binders of Insurance if the policy is new or has expired, sufficient to satisfy the City that the insurance provisions of this Contract have been complied with and to keep such insurance in effect and the certificates and/or binders thereof on deposit with the City during the entire term of this Contract. Such certificates and/or binders must be delivered prior to commencement of the Work.

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

City of St. Helens
PERSONAL SERVICES AGREEMENT

This PERSONAL SERVICES AGREEMENT (this "Agreement") is made and entered into by and between the **City of St. Helens** (the "City"), an Oregon municipal corporation, and **Integrity Concrete & Construction** ("Contractor").

RECITALS

A. The City is in need of consulting services to rehabilitate the St. Helens Skate Park and Contractor is qualified and prepared to provide such services.

B. The purpose of this Agreement is to establish the services to be provided by Contractor and the compensation and terms for such services.

AGREEMENT

1. Engagement. The City hereby engages Contractor to provide services ("Services") related to concrete work and Contractor accepts such engagement. The principal contact for Contractor shall be Integrity Concrete and Construction, phone 503-369-8169.

2. Scope of Work. The duties and responsibilities of Contractor, including a schedule of performance, shall be as described in Attachment A attached hereto and incorporated herein by reference.

3. Term. Subject to the termination provisions of Section 11 of this Agreement, this Agreement shall commence once executed by both parties and shall terminate on June 30, 2019. The City reserves the exclusive right to extend the contract for a period of two (2) years in one (1) year increments. Such extensions shall be in writing with terms acceptable to both parties. Any increase in compensation for the extended term shall be as agreed to by the parties but shall not exceed five percent (5%) of the then-current fees.

4. Compensation. The terms of compensation for the initial term shall be as provided in Attachment A.

5. Payment.

5.1 The City agrees to pay Contractor for and in consideration of the faithful performance of the Services, and Contractor agrees to accept from the City as and for compensation for the faithful performance of the Services, the fees outlined in Attachment A, except that the hourly fee shall include all local travel, local telephone expense, computer expense, and routine document copying. Reimbursable expenses shall be billed at cost without markup and shall include travel and related expenses in compliance with the City's travel and expense policy, reproduction of documents or reports with prior written approval, and long-distance telephone expenses. Contractor's cost for approved sub-consultants may be marked up a maximum of five percent (5%) by Contractor for management and handling expenses.

5.2 Contractor shall make and keep reasonable records of work performed pursuant to this Agreement and shall provide detailed monthly billings to the City. Following

approval by the City Administrator, billings shall be paid in full within thirty (30) days of receipt thereof. The City shall notify Contractor of any disputed amount within fifteen (15) days from receipt of the invoice, give reasons for the objection, and promptly pay the undisputed amount. Disputed amounts may be withheld without penalty or interest pending resolution of the dispute.

5.3 The City may suspend or withhold payments if Contractor fails to comply with requirements of this Agreement.

5.4 Contractor is engaged by the City as an independent contractor in accordance with the standards prescribed in ORS 670.600. Contractor shall not be entitled to any benefits that are provided by the City to City employees.

5.5 Any provision of this Agreement that is held by a court to create an obligation that violates the debt limitation provision of Article XI, Section 9 of the Oregon Constitution shall be void. The City's obligation to make payments under this Agreement is conditioned upon appropriation of funds pursuant to ORS 294.305 through 294.565.

6. Document Ownership. Upon acceptance of the Services and payment for such Services by the City, all work products, including, but not limited to, documents, drawings, papers, computer programs and photographs, performed or produced by Contractor for the benefit of the City under this Agreement shall become the property of the City. Any reuse or alteration of any work produced under this Agreement, except as contemplated herein, shall be at the City's sole risk.

7. Notices. All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

CITY: City of St. Helens
Attn: City Administrator
PO Box 278
St. Helens OR 97051

CONTRACTOR: Integrity Concrete & Construction
940 Wyeth Street
St. Helens, OR 97051

When so addressed, such notices, bills and payments shall be deemed given upon deposit in the United States mail, postage-prepaid.

8. Standard of Care. Contractor shall comply with applicable standards of professional care in the performance of the Services. Contractor shall prepare materials and deliverables in accordance with generally accepted standards of professional practice for the intended use of the project.

9. Consequential Damages. Neither party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused

by either party's breach of contract, willful misconduct, negligent act or omission, or other wrongful act.

10. Insurance.

10.1 At all times during the term of this Agreement, Contractor shall carry, maintain and keep in full force and effect a policy or policies of insurance as specified in Attachment B attached hereto and incorporated herein by reference.

10.2 All insurance policies shall provide that the insurance coverage shall not be canceled or reduced by the insurance carrier without thirty (30) days' prior written notice to the City. Contractor agrees that it will not cancel or reduce said insurance coverage.

10.3 Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, the City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, the City may take out the necessary insurance and pay, at Contractor's expense, the premium thereon. If the City procures such insurance, the City shall retain any cost incurred for same from moneys due Contractor hereunder.

10.4 At all times during the term of this Agreement, Contractor shall maintain on file with the City a Certificate of Insurance or a copy of actual policies acceptable to the City showing that the aforesaid policies are in effect in the required amounts. The policies shall contain an endorsement naming the City, its officers, employees and agents, as additional insureds (except for the professional liability and workers' compensation insurance).

10.5 The insurance provided by Contractor shall be primary to any coverage available to the City. The insurance policies (other than workers' compensation) shall include provisions for waiver of subrogation. Contractor shall be responsible for any deductible amounts outlined in such policies.

11. Termination. Either party may terminate this Agreement upon seven (7) days' written notice if one of the following occurs: (a) the other party fails to substantially perform in accordance with the terms of this Agreement; or (b) the City, in its sole discretion, decides to abandon the project. If either party terminates this Agreement, Contractor shall receive compensation only for Services actually performed up to the date of termination.

12. No Third-Party Rights. This Agreement shall not create any rights in or inure to the benefit of any parties other than the City and Contractor.

13. Modification. Any modification of the provisions of this Agreement shall be set forth in writing and signed by the parties.

14. Waiver. A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach.

15. Indemnification. Contractor and the officers, employees, agents and subcontractors of Contractor are not agents of the City, as those terms are used in ORS 30.265. Contractor shall defend, indemnify and hold harmless the City and its officers, employees, elected officials, volunteers and agents from any and all claims for injury to any person or damage to property caused by the negligence or other wrongful acts, omissions, or willful misconduct of Contractor or officers, employees, agents, or subcontractors of Contractor.

Contractor shall not be responsible for claims caused by the negligence or other wrongful acts or omissions of the City or the City's officers, employees, or agents.

16. Governing Laws. This Agreement shall be governed by the laws of the State of Oregon. Venue shall be in the Circuit Court for Columbia County, Oregon.

17. Compliance with Law.

17.1 Contractor shall comply with all applicable federal, state and local statutes, ordinances, administrative rules, regulations and other legal requirements in performance of this Agreement.

17.2 Contractor shall comply with applicable provisions of ORS 279B.020, 279B.220, 279B.225, 279B.230 and 279B.235. Pursuant to ORS 279B.235, any person employed by Contractor who performs Services shall be paid at least time and a half pay for all overtime in excess of forty (40) hours in any one (1) week, except for persons who are excluded or exempt from overtime pay under ORS 653.010 through 653.261 or under 29 USC Sections 201 through 209.

17.3 Contractor is a "subject employer," as defined in ORS 656.005, and shall comply with ORS 656.017.

17.4 Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, physical or mental disability, or disabled veteran or veteran status in violation of state or federal laws.

17.5 Contractor certifies that it currently has a City business license or will obtain one prior to delivering services under this Agreement.

18. Confidentiality. Contractor shall maintain the confidentiality, both external and internal, of that confidential information to which it is exposed by reason of this Agreement. Contractor warrants that its employees assigned to this Agreement shall maintain necessary confidentiality.

19. Publicity. Contractor shall not use any data, pictures, or other representations of the City in its external advertising, marketing programs, or other promotional efforts except with prior specific written authorization from the City.

20. Succession. This Agreement shall inure to the benefit of and shall be binding upon each of the parties hereto and such parties' partners, successors, executors, administrators and assigns.

21. Assignment. This Agreement shall not be assigned by Contractor without the express written consent of the City. Contractor shall not assign Contractor's interest in this Agreement or enter into subcontracts for any part of the Services without the prior written consent of the City.

22. Default.

22.1 A party will be in default under this Agreement if that party fails to comply with any provision of this Agreement within ten (10) days after the other party gives

written notice specifying the breach. If the breach specified in the notice cannot be completely cured within the ten (10)-day period, a default will not occur if the party receiving the notice diligently begins curative action within the ten (10)-day period and proceeds to cure the breach as soon as practicable.

22.2 Notwithstanding Subsection 22.1, the City may declare a default immediately by written notice to Contractor if Contractor intentionally or repeatedly breaches material provisions of this Agreement or if Contractor's breach of contract creates unreasonable risk of injury to any person or damage to property.

22.3 Should a dispute arise between the parties to this Agreement, it is agreed that such dispute will be submitted to a mediator prior to any litigation. The parties shall exercise good-faith efforts to select a mediator who shall be compensated equally by both parties. Mediation shall be conducted in St. Helens, Oregon, unless both parties agree in writing otherwise. Both parties agree to exercise good-faith efforts to resolve disputes covered by this section through the mediation process. If a party requests mediation and the other party fails to respond within ten (10) days, a mediator shall be appointed by the presiding judge of the Circuit Court of the State of Oregon for Columbia County upon request of either party. The parties shall have any rights at law or in equity with respect to any dispute not covered by this section. Nothing in this section shall preclude a party from seeking equitable relief to enjoin a violation of this Agreement.

22.4 If a default occurs, the party injured by the default may terminate this Agreement and enforce any remedies available under Oregon law. Litigation shall be conducted in the Circuit Court of the State of Oregon for Columbia County. Litigation initiated by the City must be authorized by the St. Helens City Council.

23. Attorney Fees. If legal action is commenced in connection with this Agreement, the prevailing party in such action shall be entitled to recover its reasonable attorney fees and costs incurred herein at trial and on appeal.

24. Inspection and Audit by the City.

24.1 Services provided by Contractor and Contractor's performance data, financial records, and other similar documents and records of Contractor that pertain, or may pertain, to the Services under this Agreement shall be open for inspection by the City or its agents at any reasonable time during business hours. Upon request, copies of records or documents shall be provided to the City free of charge.

24.2 The City shall have the right to inspect and audit Contractor's financial records pertaining to the Services under this Agreement at any time during the term of this Agreement or within two (2) years following the termination of this Agreement.

24.3 This Section 24 is not intended to limit the right of the City to make inspections or audits as provided by law or administrative rule.

25. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements regarding the Services described herein.

26. Severance. If any provision of this Agreement is held to be invalid, it will not affect the validity of any other provision. This Agreement will be construed as if the invalid provision had never been included.

IN WITNESS WHEREOF, the City has caused this Agreement to be executed in duplicate originals by its duly authorized undersigned agents, and Contractor has executed this Agreement on the date written below.

CITY:

CITY OF ST. HELENS

Council Meeting Date: _____

Signature: _____

Print: _____

Title: _____

Date: _____

CONTRACTOR:

Integrity Concrete & Construction

Signature: EM MB

Print: Eduardo Munoz

Title: Owner / RMI

Date: 2/28/19

ATTACHMENT A
Scope of Work

Proposal**Integrity Concrete & Construction****940 Wyeth St.****St. Helens, OR 97051****(503)369-8169 (503)369-8685****integrityconc.const@gmail.com****CCB#223686****Job Description:****City of St. Helens skate park.**

- Patching is needed around the railing at the top of ramps to cover gap between rail and landing.
- More patching is needed in areas between both ramps
- Grinding is need at the bottom of the ramps on the joints where they are lifted.

Date of start:

If agreed, job can be started as soon as weather permits due to product not being able to set in cold weather.

Integrity Concrete & Construction enables the following plan:

50% down of total cost to furnish material/ secure project start date. Remaining 50% of balance due upon completion of the project stated above.

Proposed Cost: \$4,865.00

Customer Signature

Integrity Concrete & Construction signature
DATE:_____**DATE:_____**



Information Notice To Owner About Construction Liens

(ORS 87.093)

This is not a lien. Your contractor is required by law to provide this notice to inform you about construction lien laws. This notice explains the construction lien law, and gives steps you can take to protect your property from a valid lien. As an owner, you should read this information notice carefully. This information notice is required to be given if you contract for residential construction or remodeling, if you are buying a new home, or at any time the contract price exceeds \$2,000.

- Under Oregon law, your contractor and others who provide labor, materials, equipment, or services to your project may be able to claim payment from your property if they have not been paid. That claim is called a Construction Lien.
- If your contractor does not pay subcontractors, employees, rental equipment dealers, materials suppliers, or does not make other legally required payments, those who are owed money may place a lien against your property for payment. **It is in your best interest to verify that all bills related to your contract are paid, even if you have paid your contractor in full.**
- If you occupy or will occupy your home, persons who supply materials, labor, equipment, or services ordered by your contractor are permitted by law to file a lien against your property only if they have sent you a timely Notice of Right to Lien (which is different from this Information Notice), before or during construction. If you enter into a contract to buy a newly-built, partially-built, or newly-remodeled home, a lien may be claimed even though you have not received a Notice of Right to a Lien. If you do not occupy the building, a Notice of Right to Lien is not required prior to filing a lien.

This notice is not intended to be a complete analysis of the law. You should consult an attorney for more information.

Common Questions and Answers About Construction Liens

Can someone record a construction lien even if I pay my contractor? Yes. Anyone who has not been paid for labor, material, equipment, or services on your project and has provided you with a valid Notice of Right to Lien has the right to record a construction lien.

What is a Notice of Right to Lien? A Notice of a Right to Lien is sent to you by persons who have provided labor, materials, or equipment to your construction project. It protects their construction lien rights against your property.

What should I do when I receive a Notice of Right to Lien? Don't ignore it. Find out what arrangements your contractor has made to pay the sender of the Notice of Right to Lien.

When do construction liens need to be recorded? In Oregon, construction liens generally need to be recorded within 75 days from the date the project was substantially completed, or 75 days from the date that the lien claimant stopped providing labor, material, equipment, or services, whichever happened first. To enforce a lien, the lien holder must file a lawsuit in a proper court within 120 days of the date the lien was filed.

Note to Contractor: This notice must be delivered personally, or mailed by registered mail, certified mail, or by first-class mail with a certificate of mailing. Ask the signing parties to provide you with an original or copy to retain in your files. You should retain proof of delivery of this notice for at least two years.



Consumer Protection Notice

Actions to help make your project successful

(ORS 701.330 (1))

Oregon law requires contractors to provide the homeowner with this notice at the time of written contract, for work on a residential structure. This notice explains licensing, bond and insurance requirements, and steps that consumers can take to help protect their interests.

START OUT YOUR PROJECT RIGHT

1. **Make sure your contractor is properly licensed** before you sign a contract. Visit www.oregon.gov/ccb, and click on the link, **Check on a Contractor's License**, or call our offices at 503-378-4621. To be licensed in Oregon, contractors must take training and pass a test on business practices and law. Licensing is not a guarantee of the contractor's work.
 - **A license requires the contractor to maintain a surety bond and liability insurance** - The CCB surety bond provides a limited amount of financial security if the contractor is ordered to pay damages in contract disputes. It is not intended to be a safety net for consumer damages. Consumers with large projects may wish to look into performance bonds. Liability insurance coverage provides for property damage and bodily injury caused by the contractor. It does not cover contract disputes, including poor workmanship.
 - **If your contractor is not licensed** - the CCB bond and dispute resolution services will not be available to you.
2. **What you should know about bids, contracts, and change orders:**
 - **Bids** - *Do not automatically accept the lowest bid* - A low bid may make it necessary for the contractor to use lower quality materials and to cut corners in workmanship.
 - **Contracts and Change Orders** - *Always get it in writing*. Your contractor is required to provide a written contract if the contract price is more than \$2000. The CCB recommends that all contracts be in writing.
 - **Contracts should be as detailed as possible** - Some items to include are materials and costs, permits, estimated start and completion dates, debris removal, and arbitration clauses. Make sure the contractor's name, CCB number, and contact information is included in the contract.
 - **Read and understand your contract before signing it** - Don't be pressured into signing your contract without taking the time needed to go through it. Make sure it includes enough details to avoid misunderstandings and to protect you and your property.
3. **Additional contract information you should know:**
 - **A Payment Schedule** - should be included in the contract. Stick to the schedule and never pay in full for a project before the work is complete.
 - **Special Note on Liens** - Subcontractors and material suppliers that work on your project are often paid by the general contractor. If a general contractor fails to pay, the subcontractor may file a lien on your property. For information on construction liens, visit the CCB's Consumer Help Page at www.oregon.gov/ccb, or contact an attorney.
 - **Warranty on new residential construction** - Contractors must make an offer of a warranty when constructing a new residential structure. Consumers may accept or refuse the warranty.
4. **If you should have a problem with your contractor** - You can file a complaint with the CCB against a **licensed** contractor within one year of the substantial completion of work on your project. Contact the CCB office at 503-378-4621 for help.

Visit the CCB website at for more information on having a successful project.
www.oregon.gov/ccb

CONTRACTOR: CCB#: _____

PROPERTY OWNER: _____

Signature _____

Date _____

Signature _____

Date _____



Notice of Procedure

Regarding Residential Construction Arbitrations and Lawsuits

(ORS 701.330)

Oregon law contains important requirements that homeowners must follow before starting an arbitration or court action against any contractor, subcontractor, or supplier (materials or equipment) for construction defects.

Before you start an arbitration or court action, you must do the following:

1. Deliver a written notice of any conditions that you believe are defective to the contractor, subcontractor, or supplier that you believe is responsible for the alleged defect.
2. Allow the contractor, subcontractor, supplier, or its agent, to visually inspect the possible defects and also allow the contractor, subcontractor, or supplier to do reasonable testing.
3. Provide the contractor, subcontractor, supplier, or its agent, the opportunity to make an offer to repair or pay for the defects. You are not obligated to accept any offer made.

There are strict procedures and deadlines that must be followed under Oregon law. Failure to follow those procedures or meet those deadlines will affect your right to start an arbitration or court action.

You should contact an attorney for information on the procedures and deadlines required under Oregon law.

Your contractor is supplying this notice to you as required by Oregon law.

CONTRACTOR: CCB#: _____

HOMEOWNER: _____

Print Contractor Name (as it appears on contract)

Print Homeowner Name (as it appears on contract)

Signature of Authorized Representative Date

Signature Date

Steps That Consumers Can Take to Protect Themselves

- **Contact the Construction Contractors Board (CCB) and confirm that your contractor is licensed.** The law requires all construction contractors to be licensed with the CCB. Check a contractor's license online at the CCB consumer website: www.oregon.gov/ccb, or you can call 503-378-4621.
- **Review the Consumer Protection Notice (ORS 701.330(1)),** which your contractor must provide to you at the time of contract on a residential structure.
- **Consider using the services of an escrow agent** to protect your interests. Consult your attorney to find out whether your escrow agent will protect you against liens when making payments.
- **Contact a title company about obtaining a title policy** that will protect you from construction lien claims.
- **Find out what precautions, if any, will be taken** by your contractor, lending institution, and architect to protect your project from construction liens.
- **Ask the contractor to get lien waivers or lien releases** from every subcontractor, materials provider, equipment provider, and anyone else the contractor is responsible for paying. Do this before you give your contractor a progress payment.
- **Have a written contract with your contractor.** A written contract is **required** for projects greater than \$2,000. An original contractor that fails to provide a written contract as required by law, may not place a construction lien against the owner's property.
- **If you receive a Notice of Right to Lien, ask for a statement of the reasonable value of the materials, labor, equipment, or services** provided to your project from everyone who sends you a Notice of Right to Lien. If the information is not provided in a timely manner, the sender of the Notice of Right to Lien may still be able to file a construction lien, but will not be entitled to attorney fees.
- **When you pay your contractor, write checks made jointly payable to the contractor, subcontractors, materials, equipment, or services providers.** The checks name both the contractor and the subcontractor, materials or equipment provider. The checks can only be cashed if **both** the contractor and the subcontractor, materials or equipment provider endorses it. Be aware that many banks will not accept checks made payable to multiple parties unless each party appears at the bank with government-issued identification at the time of deposit. Your contractor may wish to check with its bank and advise whether this is an option.
- **Should you have a dispute with your contractor,** you may be able to file a complaint with the CCB and be reimbursed in whole or in part from the contractor's bond. For more details about help available through the agency, write to the CCB at PO Box 14140, Salem, OR 97309-5052 or call 503-378-4621.
- **Consult an attorney.** If you do not have an attorney, consider contacting the Oregon State Bar Referral Service at 503-684-3763 or 1-800-452-7636.

Signing this Information Notice verifies only that you have received it. Your signature does not give your contractor or those who provide material, labor, equipment, or services, any additional rights to place a lien on your property.

Job Site Address: _____

CONTRACTOR: CCB#: _____

PROPERTY OWNER: _____

Print Name (as it appears on contract)

Print Name (as it appears on contract)

Signature

Date

Signature

Date

ATTACHMENT B INSURANCE REQUIREMENTS

Contractor and its subcontractors shall maintain insurance acceptable to the City in full force and effect throughout the term of this Contract.

It is agreed that any insurance maintained by the City shall apply in excess of, and not contribute toward, insurance provided by Contractor. The policy or policies of insurance maintained by Contractor and its subcontractors shall provide at least the following limits and coverage:

TYPE OF INSURANCE	LIMITS OF LIABILITY		REQUIRED FOR THIS CONTRACT
General Liability	Each occurrence	\$1,000,000	YES/NO
	General Aggregate	\$2,000,000	
	Products/Comp Ops Aggregate	\$2,000,000	
	Personal and Advertising Injury	\$1,000,000	
		w/umbrella or \$1,500,000 w/o umbrella	
Please indicate if Claims Made or Occurrence			
Automobile Liability	Combined Single – covering any vehicle used on City business	\$2,000,000	YES/NO
Workers' Compensation	Per Oregon State Statutes If workers compensation is not applicable please initial here _____. State the reason it is not applicable: _____		YES/NO
Professional Liability	Per occurrence	\$500,000 or per contract	YES/NO
	Annual Aggregate	\$500,000 or per contract	

Contractor's general liability and automobile liability insurance must be evidenced by certificates from the insurers. The policies shall name the City, its officers, agents and employees, as additional insureds and shall provide the City with a thirty (30)-day notice of cancellation.

Workers' compensation insurance must be evidenced by a certificate from the insurer. The certificate need not name the City as an additional insured, but must list the City as a certificate holder and provide a thirty (30)-day notice of cancellation to the City.

Certificates of Insurance shall be forwarded to:

City Administrator
City of St. Helens
P.O. Box 278
St. Helens, OR 97051

Contractor agrees to deposit with the City, at the time the executed Contract is returned, Certificates of Insurance and Binders of Insurance if the policy is new or has expired, sufficient to satisfy the City that the insurance provisions of this Contract have been complied with and to keep such insurance in effect and the certificates and/or binders thereof on deposit with the City during the entire term of this Contract. Such certificates and/or binders must be delivered prior to commencement of the Work.

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/28/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Gelfand Insurance Group 1975 SW 8th Ave West Linn, OR 97068	CONTACT NAME: Lupe PHONE (A/C, No, Ext): 503-650-3727 FAX (A/C, No): 503-650-3828 E-MAIL ADDRESS: lupe@gelfandinsurance.com <table style="width: 100%;"> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A: AMTRUST INTERNATIONAL UNDERWRITERS DAC</td> <td></td> </tr> <tr> <td>INSURER B: Old Republic Surety Company</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: AMTRUST INTERNATIONAL UNDERWRITERS DAC		INSURER B: Old Republic Surety Company		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER F:															
INSURED Eduardo Guadalupe Muñoz Orozco Reyes Navarro Uribe DBA: Integrity Concrete & Construction 940 Wyeth Street Saint Helens, OR 97051															

COVERAGES

CERTIFICATE NUMBER: 00000000-0

REVISION NUMBER: 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			EN115862500	11/21/2018	11/21/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Surety Bond			W150331138	11/28/2018	11/28/2020	Residential B 20,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is Additional Insured

CERTIFICATE HOLDER

CANCELLATION

State of Oregon Construction Contractors Board PO BOX 14140 700 Summer Street NE Suite 300 Salem, OR 97309	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <div style="text-align: right;">(LL1)</div>
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CONTRACT PAYMENTS

City Council Meeting
March 6, 2019

3Kings Environmental, Inc.

Project: Veterans Memorial Park Expansion Project (PR#3)	\$	2,600.00
--	----	-----------------

**INVOICE**

16

INVOICE NO
10567

SOLD TO City of St Helens
PO Box 278
St Helens, OR 97051

SHIP TO 218112--St Helens, VA Memorial Park
475 S 18th St.
Columbia Co
St Helens, OR 97051

ACCOUNT NO	PO NUMBER		TERMS	INVOICE DATE	PAGE
STHE0001	M-487		On Rcpt	2/25/2019	1

ITEM NO	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
	1	Retention from previous invoices.	2,600.00	2,600.00

TOTAL AMOUNT 2,600.00

APPROVED FOR PAYMENT

INIT

DATE

ACCOUNTS PAYABLE

FINANCE

2-28-19

SUPERVISOR

2-28-19

704-000-053012

Please remit to: PO Box 280, Battle Ground, WA 98604

For questions call (360)666-5464 * (888)435-4647 * (253)750-0908

There will be an 18% per annum, or legal maximum allowed under statutory guidelines, finance charge assessed on all past due invoices.

PAY APPLICATION FOR WORK COMPLETED

APPLICATION NO.: 3 Period: Feb-19
 PROJECT: 218112 - St. Helen's Veteran Memorial
 CONTRACTOR: 3 Kings Environmental, Inc.
 PROJECT #: M-487

DATE: 2/25/2019



A ITEM NO.	B DESCRIPTION OF WORK	C QTY	D UNIT	E SCHEDULED VALUE	F WORK COMPLETED			G TOTAL TO DATE (D+E)	H LS contract % Complete	I Balance to Complete
					PREVIOUS QTY	VALUE PREVIOUS APPLICATIONS	CURRENT QTY	VALUE CURRENT APPLICATION		
1	Lump Sum Place, Finish, and Seal Concrete	1	LS	\$ 52,000.00	1.0	\$ 52,000.00	0.00	\$ -	100%	\$ -
Total				\$ 52,000.00		\$ 52,000.00		\$ -		\$ -

Per Contracts - Original Contract
 Change Orders

\$ 52,000.00
 N/A
 52,000.00
 2,600.00
 49,400.00

Retainage @ 5%
 Billed To Date

Revised Contract to Date \$ 52,000.00

Billings:	Contract	WSST	Retainage	Total
Pay App #1, Sept 2018	\$ 39,000.00	n/a	\$ 1,950.00	\$ 37,050.00
Pay App #2 Oct 2018	\$ 13,000.00	n/a	\$ 650.00	\$ 12,350.00
Pay App #3 Feb 2019+ RETAINAGE	\$ -	n/a	\$ (2,600.00)	\$ 2,600.00
	\$ -	n/a	\$ -	\$ -
	\$ -	n/a	\$ -	\$ -
	\$ 52,000.00	n/a	\$ -	\$ 52,000.00
Total Billings				

Payments:	Contract	WSST	Retainage	Total
11/07/18 Ck#122203	\$ 37,050.00			\$ 37,050.00
12/11/18 Ck#122435	\$ 12,350.00			\$ 12,350.00
	\$ -			\$ -
	\$ 49,400.00			\$ 49,400.00
Total Payments				

Total Outstanding for said project

\$ 2,600.00

City of St. Helens
Consent Agenda for Approval

CITY COUNCIL MINUTES

Presented for approval on this 6th day of February, 2019 are the following Council minutes:

2019

- Work Session and Regular Session Minutes dated February 20, 2019

After Approval of Council Minutes:

- ☐ Scan as PDF Searchable
- ☐ Make one double-sided, hole-punched copy and send to Library Reference
- ☐ Minutes related to hearings and deliberations get copied to working file
- ☐ Save PDF in Minutes folder
- ☐ Update signature block on Word document in Granicus & Publish
- ☐ Copy Word document into Council minutes folder on Administration drive
- ☐ Update file name & signature block of Word ES document & copy in Admin drive
- ☐ Email minutes link to distribution list
- ☐ Add minutes to ORMS
- ☐ Add packet and exhibits to ORMS
- ☐ File original in Vault
- ☐ Update minutes spreadsheet

City of St. Helens City Council

Work Session Minutes

February 20, 2019

Members Present: Mayor Rick Scholl
Council President Doug Morten
Councilor Ginny Carlson
Councilor Keith Locke
Councilor Stephen R. Topaz

Members Absent: None

Staff Present: John Walsh, City Administrator
Kathy Payne, City Recorder
Matt Brown, Finance Director
Margaret Jeffries, Library Director
Neal Sheppeard, Public Works Operations Director
Sue Nelson, Public Works Engineering Director
Brian Greenway, Police Chief
Jacob Graichen, City Planner
Amy Lindgren, Municipal Court Judge
Sam Erskine, City Prosecutor
Tina Curry, Event Manager

Others:

Jennifer Myrick	Carroll Sweet	Simon Date
Paulette Lichatowich	Connor Delaney	Les Watters
Jimi Hendrix	Leah Tillotson	Christine Menges
Nicole Thill	Al Petersen	

1) **Call Work Session to Order - 1:00 p.m.**

2) **Visitor Comments - Limited to five (5) minutes per visitor**

- ◆ Jennifer Myrick. She is currently in negotiations to purchase historic property at 260 S. 2nd Street. It was built in 1885. She hopes to obtain grant funding, restore it, renovate it, and add it to the historical register. It's currently uninhabitable and has a collapsed sewer line that continues to be used. She is requesting the City refrain from enforcing the code violations at this time because it would significantly complicate the purchase and restoration. She is a public defender and hopes to restore the building and make it usable for public defenders. Her realtor is in attendance and can explain some of the architectural significance and complications to purchase the home.
- ◆ Jimi Hendrix. It's difficult to finance the property with the collapsed sewer line, which is why they are asking for corporation from the City. They have been in discussions with a couple sewer line companies. She also spoke with the permit office about a new sewer line. The house is still beautiful and is worth restoring.

Council President Morten asked if the home is in the historical district. Jennifer responded that it is. She is not the owner yet so cannot apply for the historical designation. Councilor Carlson confirmed that she and City Planner Jacob Graichen have both spoken with Jennifer.

Mayor Scholl asked staff what is wrong with the sewer. Public Works Engineering Director Nelson responded that it is an old home. The lateral goes under the public parking lot where it joins the other buildings. Somewhere under there it is crushed. There is no public sanitary main within close proximity to the building. They have spoken about alternatives. There is no way to fix the problem without tearing a building apart.

City Planner Graichen spoke about grant opportunities. The building does contribute to the historic district, which means it eligible for some of the grant programs. They do have a cycle coming up. The owner should receive a letter soon. There will be one award of about \$12,500.

Jennifer added that the movie Twilight was partially filmed at this location, so is good for tourism.

- ♦ Al Petersen, SHEDCO Chair. Distributed and reviewed a handout about their most recent grant application process. A copy is included in the archive meeting packet. SHEDCO selected the Columbia Theater application for the Oregon Mainstreet Revitalization Grant submittal.
- ♦ Leah Tillotson, owner of Columbia Theater. If she receives the grant, she would like to:
 - Update the marquis.
 - Add a family bathroom downstairs.
 - New seating.
 - New carpet.
 - Improve men's bathroom.

She requested a letter of support from the City. The Council was in consensus to provide a letter of support. Al will work with City Administrator Walsh.

- ♦ Les Watters, Columbia County Museum Association. There will be a 130th Birthday Party for the incorporation of St. Helens on Monday. He encouraged the Council to attend. Mayor Scholl will speak and Brandon Sundeen will present a program on what St. Helens was like in 1889. There will be birthday cake to celebrate.

Council President Morten suggested the Kiwanis Community Parade make their theme in celebration of St. Helens' 130th Birthday. He'll suggest it to the Kiwanis Board. Les agreed to support it. Mayor Scholl added that the City could acknowledge the Birthday in the parade as well.

Les pointed out that no one has checked with them about the property on S. 2nd Street. They do have some history about the property at the museum.

- ♦ Carol Sweet, Envision Columbia County. There is a Bill before the Oregon legislature on railroad safety. It would bring Oregon up to the same safety standards as California and Washington. They plan to send Betsy Johnson a letter thanking her for her support and offering their help. A copy of the letter is included in the archive meeting packet.

3) **Discussion Topics**

3.A Chamber of Commerce Semi-Annual Report - Simon Date

Simon Date distributed and reviewed his presentation. A copy is included in the archive meeting packet. He encouraged the Council to purchase a table at the Annual Awards Banquet on March 21 at 7 p.m.

The Council was in concurrence to purchase two tables for City Council and employees for the Chamber's Annual Awards Banquet on March 21.

Councilor Carlson said the Chamber is discussing having events leading up to the banquet to encourage community support; such as Clean-up Day, Open up Your Business Day, Support your Neighbor Day, etc.

3.B Auditor's Annual Report - Kenny with Pauly Rogers and Co, PC

Connor Delaney reviewed the draft annual audit report. A copy of the report is included in the archive meeting packet. It was a clean audit. The financial statements will be ready soon.

3.C Municipal Judge's 2nd Quarter Report - Judge Amy Lindgren

Judge Amy Lindgren reviewed her report. A copy is included in the archive meeting packet. After reviewing her report, she distributed a flyer from the Oregon Center on Behavioral Health & Justice Integration. A copy is included in the archive meeting packet. They provide access to training for crisis intervention and mental health issues. Services are offered at no cost. She will contact them to set up a training for staff.

3.D Prosecutor's 2nd Quarter Report - Sam Erskine

City Prosecutor Sam Erskine reviewed his report. A copy is included in the archive meeting packet.

3.E Discuss Draft Changes to Council Operating Rules & Procedures

City Administrator Walsh reminded the Council that the draft changes were to include the 2012 Charter amendment and bring the document up to a current state. Council concurred with bringing the final draft back to the next work session.

3.F Discuss Draft Changes to Council Governing Policy

City Administrator Walsh pointed out the proposed change to increase the City Administrator's authority. Council requested a draft final version.

A discussion ensued regarding the Council's authority and the authority commissions have. Mayor Scholl suggested holding a retreat to discuss it further. He will issue Council appointments after the retreat.

3.G Discuss Possible Local Legal Counsel

City Administrator Walsh explained that the City has a contract with Jordan Ramis for legal services. They have attorneys who specialize in specific areas, which is beneficial. Scappoose has representation at all of their Council meetings. St. Helens has not done that due to cost. He spoke to Ed Trompke about his availability. Ed can be here as needed. He won't charge for travel and charges a reduced rate during the meeting since he's not practicing legal work the entire time.

Discussion ensued. The Council directed staff to consult with cities in similar size and see what they are doing in regards to legal services for Council meetings.

4) **Department Reports**

Police Chief Greenway reported...

- Police Officer interviews will be held tomorrow to fill two vacancies.

Public Works Engineering Director Nelson reported...

- Lots of private development projects happening.
- Working on the stormwater project on S. 10th Street.
- More projects coming.

Mayor Scholl commended Public Works on their work during the flood event. They were proactive at midnight. That is why there is a need to increase rates. The City continues to upgrade and maintain infrastructure to reduce damage caused by flooding. Nelson thanked Communications Officer for helping answer calls at the City Shops since Sheri was out sick.

Public Works Operations Director Sheppard reported...

- They had over 100 call-outs between midnight and 8 a.m. He saw water where he's never seen it before. It was frustrating not being able to do more because the system was overwhelmed.
- Thanked Mayor Scholl, the CERT team, and volunteers for helping sandbag.

Councilor Topaz spoke about the Gable Road cave-in. He pointed out that there is no leak collar around the culvert. Is that the City's culvert? Sheppard responded that it is the County's culvert. They are working on a project to replace it. Nelson added that they anticipate beginning that project next week.

Library Director Jeffries reported...

- MakerFest will be held at the Columbia Center on Saturday.
- The Library offers exam proctoring services.

Finance Director Brown reported...

- The quarterly Court report is included in the Administration Department Report of the Council packet.
- The new Recreation Guide will be released this week.
- The Recreation Program will provide a summer camp this summer.
- Currently reviewing the police station RFP proposals.
- Received 61 IT Specialist applications.

City Recorder Payne reported...

- Nothing to report.

Event Manager Curry reported...

- Just completed the Valentine's display in the Plaza.
- Will have a St. Patrick's Day display in the Plaza next month.
- A challenge with media is having lack of or inaccurate information published. It's a challenge she will try to address on www.discovercolumbiacounty.com by adding a new tab for hot topics and immediate concerns.

- The next merchants meeting will be in March.
- Working with the St. Helens Marina to host a Salmon Derby. They have agreed to be the official weigh-in station.
- Getting vendors and sponsors signed up for 13 Nights on the River. The schedule will be released this week.
- E2C is paying a person to work in the Visitor's Center at the Chamber of Commerce on the weekends.
- Volunteered to coordinate the desserts for the Chamber awards ceremony.
- Will post the Recreation Guide on www.discovercolumbiacounty.com.

Mayor Scholl asked when the first Spirit of Halloweentown meeting will be held. Tina responded that she's already met with individuals about new ideas. People can email her anytime and she can meet with them. Scholl asked her to post on her website that people need to come to her with their ideas.

City Administrator Walsh reported...

- Updating the Court job description.
- Updating the Tourism contract.
- Will come back with an updated Council Operating Rules & Procedures and Council Governing Policy.

5) **Council Reports**

Councilor Locke reported...

- ACSP is in town and will give a report at tonight's meeting.

Councilor Carlson reported...

- Thanked the Chronicle for doing a nice write-up about the valentine hearts. She helped put hearts up around town in the dark of the night. It's nice to come together as a community for a common good.

Councilor Topaz reported...

- Nothing to report.

Council President Morten reported...

- Asked what the status is of the Sand Island agreement. City Administrator Walsh responded that it is being reviewed by the other group's attorney.
- Thank you to the Police Chief and Public Works for their response during the flood.
- The Parks Commission made a motion to recommend that groups larger than 100 people be required to rent both gazebos in McCormick Park.
- The Parks Commission made a motion to recommend a fee of \$60 for the new gazebo.
- The Parks Commission made a motion to recommend that the Veteran's Memorial gazebo be called area two.

Mayor Scholl reported...

- It was amazing how fast the water came. The Wastewater Treatment facility had almost three inches of water in a 12 hour period and almost four inches in 24 hours. Sheppard was answering calls and directing his staff where to report. Scholl helped operated the sandbagger. Thank you to all the volunteers who helped.

- Spoke about the utility bill increase. Water, sewer, and storm costs all took a hit when Armstrong closed. Rates had to be increased to pay for future projects. They increased it as little as possible. It was an overall increase of 2.3%. It was discussed during multiple meetings.

6) **Other Business**

7) **Adjourn** – 3:32 p.m.

Executive Session - cancelled

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor

City of St. Helens City Council

Regular Session Minutes

February 20, 2019

Members Present: Mayor Rick Scholl
Council President Doug Morten
Councilor Ginny Carlson
Councilor Keith Locke
Councilor Stephen R. Topaz
Youth Councilor Vishal

Members Absent: None

Staff Present: John Walsh, City Administrator
Kathy Payne, City Recorder
Matt Brown, Finance Director
Margaret Jeffries, Library Director
Neal Sheppeard, Public Works Operations Director
Sue Nelson, Public Works Engineering Director
Brian Greenway, Police Chief
Tina Curry, Event Manager

Others: Dan Davis Al Petersen
Shawn Land Peter Shell
Nicole Thill

1) **Call Regular Session to Order - 7:22 p.m.**

2) **Pledge of Allegiance**

3) **Visitor Comments - Limited to five (5) minutes per speaker**

- ◆ Al Petersen. He spoke about the proposed amendments to the Operating Rules and Procedures. Only two current councilors were on the Council when the Charter was revised in 2012. After a long discussion and long debate, the proposals to the Charter were rejected by the citizens of St. Helens. Most of those proposals had to do with moving to a City Administrator form of government, shifting more power to a City Manager. He wants to compare the Charter to the proposed amendments. His general impression is that they're trying not to change the Charter but do what they tried to do in 2012. He encouraged the Council to look at what's being proposed. Some of it is moving towards a City Manager method without telling the people of St. Helens that's what they're doing. He suggested they go back to look at what was discussed and the election results from 2012.

Council President Morten clarified that the Council was neutral on that. The Council appointed a Charter Review Committee in 2012 and it was the Committee's recommendation to change to a City Manager. It was the Council's decision to take it to the voters. He believes that was done

prior to 2012. Wordsmithing was done in 2012 to make the Charter more easily readable. Discussion ensued.

- ◆ Shawn Land & Peter Shell, representing Oregrow Tech and ACSP. They are here to update the Council on their project.
 - Thanked the Council for their support and the opportunity.
 - Thanked staff for their assistance; including Planning, Building, Administration, Public Works, and Police.
 - The property is under 24 hour surveillance. OLCC and law enforcement has access to the footage anytime.
 - They are a couple days away from getting their final occupancy. They have learned a lot through the process. Fire Marshall Jeff Pritchard has been very helpful.
 - They intend on being here for a long time and growing.
 - They have started the hiring process. They start on a contract basis to make sure they can do the job and then they hire them as full-time employees.
 - They hired Doug Knight as their compliance person. He's there almost every day.
 - This is very regulated from seed to sale to transfer to retail establishments. One of those steps is the lab testing of all of the products.
 - They are in the licensing process to be able to turn the cannabis into oils. It also allows them to process other farmers products in the state. There are very few processing labs in the state.
 - They made their first sale today.
 - They are the largest indoor grow facility in Oregon. Their license is for a 10,000 sq. ft. canopy. They base the size of your grow on how many lights are hanging. They have 156 lights hanging.
 - This is only their first license. They have 15 more licenses at the State of Oregon pending approval. He talked about the additional buildings they would like to add on the surrounding property.

Mayor Scholl applauded them for the work they've done when held to a high standard.

Councilor Topaz asked what the final date is on the bill of sale for the facility. Peter responded that the contract is still not complete. Shawn added that they do have a signed lease. Topaz went on to point out that the property is still listed as the City. The County does not have records of them being there. Does the State know they're there? Peter responded that private labs actually come out and inspect the facility. They post everything into the metric system. The labs are orlab certified. They would prefer for the State to regulate the lab process. There are discrepancies from one lab to the next.

Mayor Scholl visited the property and was given a tour by Doug Knight. They talked about the facility and jobs available.

Council President Morten asked how many people they anticipate employing in the next five years. Shawn responded that they estimate 12-15 people per license. In the next phase, they anticipate three to four licensed buildings. They think that's about all Oregon can handle. Oregon is talking about going to interstate commerce. If that happens, they can stay at this location, but they can grow and expand nationally. They've been on the medical side of business for five years in California. They're getting ready to go into clinical trials. With clinical trials and medical level lab processing, they could get permits to send products to research

facilities nationally and internationally. Peter added that in five years they will easily have 100 employees. Their financial investment plan relies on interstate commerce. This state can only handle so much product.

Topaz asked if they have started conversations with the FDA. Shawn responded that he'll get a lot further with the FDA with physicians behind it as a formally organized group. They have another research facility they're putting together in California. They're very serious about the medical side.

Mayor Scholl talked about it having a stigma. He encouraged them to stick to what they know, they're doing it well. It's medicine for a lot of people. Shawn encouraged people to reach out to him or Peter if they're having any medical issues. They will help them through a non-addictive treatment.

Mayor Scholl excused himself from the meeting since Ordinance No. 3235 is in response to his personal request for a street vacation.

4) **Ordinances - Final Reading**

- 4.a Ordinance No. 3235: An Ordinance Vacating a Portion of the N. 8th Street (Spring Street), N. 9th Street (Pacific Street), and Wyeth Street Rights-of-Way

Council President Morten read Ordinance No. 3235 by title for the final time. **Motion:** Upon Locke's motion and Carlson's second, the Council adopted Ordinance No. 3235. [Ayes: Carlson, Locke, Morten, Topaz; Nays: None]

5) **Award Bid/Contract**

- 5.a Backstop Fencing Replacement for 6th Street Park to Pacific Fence and Wire in the Amount of \$16,490

Motion: Upon Carlson's motion and Locke's second, the Council unanimously approved '5a' above. [Ayes: Carlson, Locke, Morten, Topaz; Nays: None]

6) **Approve and/or Authorize for Signature**

- 6.a Request for Full Reconveyance – CAT Loan Payoff – 335 N. 5th Street - Kachaturian
6.b Contract Payments

Motion: Upon Locke's motion and Carlson's second, the Council unanimously approved '6a' and '6b' above. [Ayes: Carlson, Locke, Morten, Topaz; Nays: None]

7) **Appointments to Boards/Commissions**

Motion: Upon Locke's motion and Carlson's second, the Council unanimously appointed Carly Franklin to the Arts & Cultural Commission. [Ayes: Carlson, Locke, Morten, Topaz; Nays: None]

8) **Consent Agenda for Acceptance**

- 8.a Library Board Minutes dated January 14, 2019
8.b Parks & Trails Commission Minutes dated January 14, 2019
8.c Planning Commission Minutes dated January 8, 2019

Motion: Upon Carlson's motion and Topaz's second, the Council unanimously accepted '8a' through '8c' above. [Ayes: Carlson, Locke, Morten, Topaz; Nays: None]

9) **Consent Agenda for Approval**

- 9.a Council Special Session Minutes dated January 29 & 30, 2019
- 9.b Council Work Session, Executive Session, Public Forum, and Regular Session Minutes dated February 6, 2019
- 9.c OLCC Licenses
- 9.d Accounts Payable Bill Lists

Motion: Upon Locke's motion and Carlson's second, the Council unanimously approved '9a' through '9d' above. [Ayes: Carlson, Locke, Morten, Topaz; Nays: None]

Mayor Scholl returned to the meeting.

10) **Mayor Scholl Reports**

- Thank you to staff and volunteers during the flood event.
- The Boards and Commissions Reception will be held April 10.

11) **Council Member Reports**

Council President Morten reported...

- He won't be at the next meeting.

Councilor Topaz reported...

- Nothing to report.

Councilor Carlson reported...

- The Chamber of Commerce Happy Hour is tomorrow at 4 p.m. at Running Dogs Brewery. Port of Columbia County is the host.

Councilor Locke reported...

- He will be in town thru Friday and invited Topaz and Carlson to meet him at the ACSP facility for a tour.

Youth Councilor Vishal reported...

- The Youth Council will be supporting the skate park improvements at McCormick Park.
- The Youth Council discussed other options for expanded afterschool activities at the school.

12) **Department Reports**

Chief Greenway reported...

- Nothing to report.

Public Works Engineering Director Nelson reported...

- Acknowledged City Planner Graichen for his work on the Riverfront Connector Planner.

Public Works Operations Director Sheppard reported...

- Nothing to report.

Library Director Jeffries reported...

- MakerFest this Saturday at the Library from 10 a.m. – 1 p.m.

Finance Director Brown reported....

- Asked if the Council would like to move forward with holding an open public forum for the Recreation Program on Monday, March 25 at the Recreation Center. This would be to talk about funding sources for the program. No objection from Council.

City Recorder Payne reported...

- Nothing to report.

City Administrator Walsh reported...

- The Riverfront Connector Plan connects people from the waterfront property to the highway. It's a vision for the future.

Mayor Scholl added that next Monday is the celebration of St. Helens 130th Birthday being incorporated.

13) **Other Business**

14) **Adjourn** – 8:26 p.m.


Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor

COUNCIL ACTION SHEET

To:	The Mayor and Members of City Council	
From:	Sue Nelson, Public Works Engineering Director Neal Sheppard, Public Works Operations Director	
Date:	5 March 2019	
Subject:	SDC Reimbursement	

Background:

Recently, a local developer completed public improvements required as part of development approval for their property. The site is located on First Street, a short public right of way directly south of Les Schwab on Highway 30. The improvements included widening the street, constructing new storm drainage, adding curb and sidewalks, and the extension of the City's public water main which is a 12-inch diameter pipe. The Developer's water needs only require the minimum pipe size of 6-inch. However, the Developer extended the 12-inch main because this is what is required for the City's future needs to serve this area.

The Developer is requesting reimbursement for \$3,171.91, which is the cost difference between the minimum 6-inch diameter pipe and the 12-inch diameter pipe that was installed. Below is a breakdown of the cost difference in the pipe and appurtenances:

SDC REIMBURSEMENT CALCULATION						
12-inch Watermain Installed vs. 6-inch Watermain (minimum size required)						
Item Description	Quantity	Unit	12" Cost per Unit	6" Cost per Unit	Difference	Total Cost Difference
Ductile Iron Pipe	91.25	ft	\$ 37.27	\$ 15.99	\$ 21.28	\$ 1,941.80
Gate Valve	1	each	\$ 1,959.95	\$ 965.19	\$ 994.76	\$ 994.76
Accessory Kit	3	each	\$ 136.97	\$ 58.52	\$ 78.45	\$ 235.35
Total Additional Expense for Oversize Watermain Extension:						\$ 3,171.91

Recommendation:

The cost difference between the 6-inch and 12-inch pipe sizes is well worth the value received by the City for the additional future capacity. Staff recommends reimbursing the Developer for the oversized pipe in the amount of \$3,171.91.

City of St. Helens
Planning Commission/City Council Work Session
Riverfront Connector Plan Meeting
February 20, 2019
Minutes

Members Present:

Rick Scholl, Mayor
Doug Morten, Council President
Ginny Carlson, Councilor
Stephen Topaz, Councilor
Keith Locke, Councilor
Dan Cary, Vice Chair, Planning Commission
Greg Cohen, Planning Commissioner
Sheila Semling, Planning Commissioner
Audrey Webster, Planning Commissioner
Kathryn Lawrence, Planning Commissioner
Russell Hubbard, Chair, Planning Commission

Members Absent:

Julie Stenberg, Planning Commissioner

Staff Present:

John Walsh, City Administrator
Jacob Graichen, City Planner
Margaret Jeffries, Library Director
Matt Brown, Finance Director
Neal Sheppard, Public Works Operations Director
Kathy Payne, City Recorder
Tina Curry, Event Coordinator

Others Present:

Nicole Thill
Al Petersen
Matt Hastie, Angelo Planning Group
Matt Bell, Kittleson & Associates

The Planning Commission meeting was called to order by Mayor Scholl at 6:00 p.m.

□

Project Update

City Planner Jacob Graichen provided an update on the Riverfront Connector Plan project. He said the project is supposed to be completed by June 2019 and we are on track to finish on time. Graichen said this Work Session is the last meeting before the public hearing adoption process. This meeting is intended to bring both bodies together to work through any final issues before adoption. He introduced the two project consultants in attendance, Matt Hastie with Angelo Planning Group and Matt Bell with Kittleson & Associates.

□

Corridor Design Recommendations

Hastie reminded the group of the study area. Hastie went through the Corridor Design Recommendations as included in the presentation packet and on the [Project Website](http://www.riverfrontconnectorplan.com) (<http://www.riverfrontconnectorplan.com>). Hastie reviewed recommendations in the Riverfront Connector Plan, including:

- Proposed street cross-section designs for each segment of the corridor
- Proposed conceptual intersection designs
- How comments from previous meetings were addressed and the rationale for specific recommendations

Hastie noted that the recommendation reflects evaluation of multiple options and that alternatives were evaluated based on a set of criteria that are consistent with the overall project goals and objectives. Members of the Planning Commission and City Council asked questions and made comments throughout each corridor segment.

Segment 1: South 1st Street (existing)

There were no comments on this segment.

Segment 2.1: South 1st Street (Future) / Plymouth Street (Future)

Councilor Locke asked if a study on the alignment of the road had been done. Hastie said the alignment shown is conceptual. The Plan will not preclude varying alignments. The City will work with developers to finalize the alignment as part of future detailed development plans.

Councilor Topaz expressed concern of the safety of cyclists on the bike lanes through the intersections. Hastie said the design includes the flexibility to eliminate the bike lanes and have bicycles and cars share the roadway, if needed. It is very common to have bike lanes on streets such as this and there are a variety of ways to address safety concerns related to bike/auto conflicts at the intersections.

Councilor Topaz said he would prefer to continue the angled parking that we have on South 1st Street. Hastie said if Council directs us to make that change, they could do that. However, he noted that angled parking would increase the width of the roadway. Council President Morten would be concerned with safety continuing the angled parking. He said biking across a bike lane from an angle is more dangerous than a parallel parking spot. Hastie agreed.

Topaz noted that we need a lot of parking to accommodate the future development of the site. He said it is all about trade-offs with safety, parking, and other issues. Hastie said they based this recommendation on consistency with the Framework Plan, consultation with the advisory committee, and an evaluation against our goals, objectives and criteria. Graichen noted that on the already developed sections of South 1st Street, diagonal parking helps address the fact that many of the properties on that street are fully developed and do not have any off-street parking. New development will have to meet off-street parking requirements and we do not anticipate needing as much on-street parking. Chair Hubbard asked why not consider putting the bike lanes out near the water? Hastie said the Council could decide to do that. The Plan allows this flexibility.

Segment 2.2: Plymouth Street (Existing)

Hastie said this segment is severely limited in available width due to topography and Wastewater Treatment Facility buildings. Topaz said the rock ledge should be removed and the width of the road should be widened. He does not feel the City should compromise safety for cost.

Hastie said the recommendation is based on best professional judgement and balancing a variety of criteria, including cost and safety. He believes this is a safe design. Topaz said there is an ordinance that prohibits bicycles on sidewalks. Hastie said it is not proposed to be a sidewalk. It is a multi-use path.

Intersection: Old Portland Road and South 6th Street

There were no comments on this intersection.

Segment 3: Plymouth Street to Old Portland Road

There were no comments on this segment.

Intersection: Old Portland Road & Plymouth Street

Hastie said this design could accommodate 40-foot long trucks. He said it would not accommodate larger trucks (e.g., those with a 64-foot wheelbase), but it would accommodate smaller trucks and the types of delivery vehicles that would be expected to use this road to get to the waterfront and downtown areas. It could be modified to accommodate larger trucks. Vice Chair Cary noted that this configuration avoids some of the topographical issues with previous designs on South 13th Street.

Segments 4.1 and 4.2 – Old Portland Road to Gable Road and Gable Road to Highway 30

Topaz asked how this design will deal with cars coming on and off of the roadway where they cross the bike lanes and sidewalks. He is concerned for pedestrian safety. Hastie noted that careful design of those access points will be needed to avoid conflicts between cars, bicyclists and pedestrians. This is a somewhat unusual treatment, but there are examples of similar designs incorporated in other communities in Oregon. We can provide more detail about how to address that issue.

Intersection: Old Portland Road and Kaster Road

Commissioner Cohen and Council President Morten are concerned about truck traffic using the roundabout now and in the future. The Port uses big trucks for a lot of things and has plans to expand industrial use in the future. Bell and Hastie said they did not ignore the need to accommodate trucks at the roundabout. The roundabouts were designed to accommodate large trucks and maintain adequate sight distance. A representative from the Port reviewed and commented on the roundabout.

Petersen asked about the cost of the roundabout versus the traffic signal. Bell said they did a relative cost assessment of a traffic signal and a roundabout and the life-cycle costs of a roundabout are lower. The cost to install a traffic signal, including the support arms and other equipment, along with the long-term costs of maintenance tend to be higher than the cost of a roundabout.

Commissioner Lawrence is concerned about the visibility at this and other roundabouts, especially if trees are planted in the center. It could be difficult for drivers to see who is coming into and out of the roundabout. Hastie said the City will need to think carefully about what type of gateway feature or vegetation or other feature is installed in the middle of this and other roundabouts to maintain visibility and sight distance.

Scholl asked how this roundabout compares to the one in Astoria. Hastie said it is somewhat similar size but would need to take a closer look to make sure. Astoria is a good example of a roundabout that effectively accommodates a significant volume of very large trucks.

Intersections: Old Portland Road/Railroad Avenue and Old Portland Road/Gable Road

Council President Morten asked if these intersections need traffic signals. Hastie said no, these are stop-controlled and the center two-way left-turn lanes provides sufficient capacity to accommodate traffic.

Topaz said there is a lot of heavy truck traffic on Railroad Avenue, including pole trucks. He asked if the roadway wide is enough to accommodate that. Hastie said he thinks that it is but they can take another look at it to be sure.

Vice Chair Cary asked if safety issues associated with the angle of the roadway related to the railroad were considered. He knew someone who was involved in a serious accident in that location. They hit the tracks on a wet night and ran off the road into a telephone pole. Hastie said they did not look at that specifically. Bell noted any improvements within the vicinity of the rail line will require coordination with ODOT rail and will likely result in significant upgrades in the rail crossing surface and equipment that would make it safer.

Intersection: Millard Road and Highway 30

Petersen asked if the intersections designed to filter traffic toward Millard Road. Hastie said McNulty Way will receive an additional westbound left-turn lane and Old Portland Road will be realigned to increase the left-turn storage (and distance between the railway). Old Portland Road also includes a long-term improvement to emphasize the through movement along Old Portland Road if/when traffic volumes warrant the change.

Topaz asked how much more traffic are we planning for in this area. Will the plans accommodate the increase in traffic? Hastie said he did not know the exact number off-hand, but the increase in traffic is closer to 150 percent. We have designed the roads and intersections to accommodate projected 20-year traffic growth. *Secretary's Note: The projected increase in traffic over today's levels is approximately 60 percent. Approximately 10-15 percent is related to future growth in the project area. The consultant team considers the 60 percent increase to be conservative. It is based largely on projected increases in background traffic growth and those growth rates are higher than we would expect them to be.*

Topaz suggested a full re-alignment of Millard Road to make it more attractive for people to use instead of Gable Road. He does not think the Riverfront Connector Plan will enliven St. Helens. Hastie said the goals of this project include improving the appearance of the corridor and improving access to the riverfront and safety for all types of traffic. Hastie said the proposed designs have been developed to meet those goals.

Commissioner Cohen asked when cost estimates will be prepared. Hastie said the work plan for this project does not include preparation of cost estimates. However, Hastie noted it would be very valuable for the City. He will need to talk to the City and ODOT staff about this.

□

Implementing Ordinances and Policies

Hastie briefly reviewed the types of amendments proposed to policies and development code provisions. Given the amount of work done on this topic in the previous Corridor Master Plan, relatively few amendments are required for this process. There were no questions on this topic.

□

Next Steps

Hastie said the next steps include revise the Draft Riverfront Connector Plan and proposed implementing policy and code amendments based on results of this work session, finalizing materials for adoption, and conducting public hearings with the Planning Commission and City Council.

□

Public Comment

There were no other comments.

□

There being no further business before the Planning Commission/City Council Work Session, the meeting was adjourned at 7:16 p.m.

Respectfully submitted,

Jennifer Dimsho
Associate Planner

DRAFT

Accounts Payable

To Be Paid Proof List

User: jenniferj
 Printed: 02/21/2019 - 11:24AM
 Batch: 00005.02.2019 - AP 2.21.19 FY 18-19



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GRAICHEN, JACOB A. T		88.86							

HARRINGTON INDUSTRIAL PLASTICS LLC

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38781695 Total:		296.31							
38802851	2/11/2019	637.88	0.00	02/21/2019				False	0
100-706-052033 Printed Materials				2OC7921 BOOKS					
38802851 Total:		637.88							
INGRAM LIBRARY SERV		1,296.91							
JACKSON, CODY LEE JAC									
0002900	2/16/2019	434.00	0.00	02/21/2019				False	0
100-000-020200 Bail Deposit				BOND TRANSFER C. JACKSON					
0002900 Total:		434.00							
JACKSON, CODY LEE To		434.00							
KASTNER, BRAD 521222									
1922	2/19/2019	180.00	0.00	02/21/2019				False	0
100-705-052019 Professional Services				CPR AED FIRST AID NOV 27 -5 JAN 16 -4					
1922 Total:		180.00							
KASTNER, BRAD Total:		180.00							
LAWRENCE OIL CO. 018030									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
019001-1904601	2/15/2019	57.68	0.00	02/21/2019				False	0
100-715-052022 Fuel/Oil				247749 CITY HALL FUEL					
019001-1904601	2/15/2019	537.32	0.00	02/21/2019				False	0
703-734-052022 Fuel / Oil				247748 PW FUEL					
019001-1904601 Total:		595.00							
LAWRENCE OIL CO. Tot		595.00							
MARSHALL, EMILY									
1522									
02152019	2/15/2019	300.00	0.00	02/21/2019				False	0
100-000-036002 Fines - Court				COMP FINE TO VICTIM 2017-CR-000197 R. JONES					
02152019 Total:		300.00							
MARSHALL, EMILY Tota		300.00							
MAUL FOSTER ALONGI, INC.									
019555									
34296	2/11/2019	680.00	0.00	02/21/2019				False	0
202-723-052019 Professional Services				VENER ON CALL SERVICES PROJECT 0830.01.02					
34296	2/11/2019	816.25	0.00	02/21/2019				False	0
202-722-052019 Professional Services				BWP ON CALL SERVICES 0830.02.03					
34296	2/11/2019	11,748.75	0.00	02/21/2019				False	0
202-721-052019 Professional Services				WWTP LAGOON ON CALL SERVICES 0830.03.03					
34296	2/11/2019	2,392.50	0.00	02/21/2019				False	0
202-721-052050 Community Wide Assessment				COMMUNITY WIDE ASSESSMENT 0830.05.01					
34296 Total:		15,637.50							
MAUL FOSTER ALONGI		15,637.50							
METRO PLANNING INC.									
020291									
4824	2/17/2019	210.00	0.00	02/21/2019				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
100-710-052006 Computer Maintenance				GIS HOSTING FEB 2019					
4824	2/17/2019	135.00	0.00	02/21/2019					
703-733-052026 Equipment Fund Charges				GIS HOSTING FEB 2019					
4824 Total:		345.00							
METRO PLANNING INC		345.00							
NORTHWEST DELI DISTRIBUTION INC									
021184									
346400	2/13/2019	880.00	0.00	02/21/2019					
100-708-052001 Operating Supplies				TP					
346400 Total:		880.00							
NORTHWEST DELI DIST		880.00							
NORTHWEST NATURAL GAS									
021400									
02122019	2/12/2019	199.25	0.00	02/21/2019					
100-709-052003 Utilities				0109					
02122019	2/12/2019	77.02	0.00	02/21/2019					
100-708-052003 Utilities				3047					
02122019	2/12/2019	157.54	0.00	02/21/2019					
100-705-052003 Utilities				5638					
02122019	2/12/2019	771.82	0.00	02/21/2019					
100-706-052003 Utilities				7673					
02122019	2/12/2019	18.18	0.00	02/21/2019					
100-708-052003 Utilities				8563					
02122019	2/12/2019	92.79	0.00	02/21/2019					
100-715-052003 Utilities				2848					
02122019	2/12/2019	135.17	0.00	02/21/2019					
100-715-052003 Utilities				5285					
02122019	2/12/2019	761.58	0.00	02/21/2019					
601-732-052003 Utilities				2942					
02122019	2/12/2019	93.13	0.00	02/21/2019					
703-734-052003 Utilities				8675					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
02122019	2/12/2019	8.00	0.00	02/21/2019				False	0
603-735-052003 Utilities				7720					
02122019	2/12/2019	8.00	0.00	02/21/2019				False	0
601-731-052003 Utilities				7720					
02122019	2/12/2019	111.32	0.00	02/21/2019				False	0
603-736-052003 Utilities				5750					
02122019	2/12/2019	111.31	0.00	02/21/2019				False	0
603-737-052003 Utilities				5750					
02122019 Total:		2,545.11							
NORTHWEST NATURAL		2,545.11							
OLDCASTLE INFRASTRUCTURE									
021742									
020191094	2/6/2019	5,910.00	0.00	02/21/2019				False	0
605-000-052001 Operating Supplies				CB 26 BASE					
020191094 Total:		5,910.00							
020191318	2/15/2019	711.00	0.00	02/21/2019				False	0
605-000-052001 Operating Supplies				FREIGHT					
020191318 Total:		711.00							
OLDCASTLE INFRASTR		6,621.00							
OREGON ASSOC. OF CLEAN WATER									
022010									
8097	2/8/2019	430.00	0.00	02/21/2019				False	0
603-736-052019 Professional Services				2019 MEMBERSHIP DUES ACWA					
8097	2/8/2019	430.00	0.00	02/21/2019				False	0
603-737-052019 Professional Services				2019 MEMBERSHIP DUES ACWA					
8097 Total:		860.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
<hr/>									
	OREGON ASSOC. OF CL	860.00							
OREGON DEPT. OF REVENUE									
023202									
02152019	2/19/2019	1,700.00	0.00	02/21/2019				False	0
	100-000-020800 State Assessment			STATE					
02152019	2/19/2019	56.80	0.00	02/21/2019				False	0
	100-000-020800 State Assessment			UNITARY					
02152019	2/19/2019	7.00	0.00	02/21/2019				False	0
	100-000-020800 State Assessment			STATE COURT FACILITY					
02152019	2/19/2019	310.00	0.00	02/21/2019				False	0
	100-000-020700 State Surcharge			STATE DUII DIVERSION					
	02152019 Total:	2,073.80							
	OREGON DEPT. OF REV	2,073.80							
RADLER WHITE PARKS & ALEXANDER LLP									
02600									
19022	1/31/2019	487.50	0.00	02/21/2019				False	0
	202-721-052019 Professional Services			SAND ISLAND MARINE PARK					
	19022 Total:	487.50							
	RADLER WHITE PARKS	487.50							
S-2 CONTRACTORS, INC.									
028399									
1906E1	1/14/2019	12,090.80	0.00	02/21/2019				False	0
	205-000-053005 Street Patching			ASPHALT PREP OAND PATCH S 12TH ST / OR STREET					
	1906E1 Total:	12,090.80							
	S-2 CONTRACTORS, INC	12,090.80							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
SOUTH COLUMBIA COUNTY									
028700									
02212019	2/21/2019	500.00	0.00	02/21/2019				False	0
100-703-052041 Council Discrenary				2 TABLES FOR BUS AWARDS DINNER 2/20 COUNCIL					
	02212019 Total:	500.00							
	SOUTH COLUMBIA COU	500.00							
ST. FREDERIC CATHOLIC CHURCH									
ST.FRED									
02212019	2/21/2019	750.00	0.00	02/21/2019				False	0
203-705-052082 CCT - Travel Equip Other Exp				ROOM RENTAL CIT TRAINING					
	02212019 Total:	750.00							
	ST. FREDERIC CATHOLI	750.00							
U.S. BANK EQUIPMENT FINANCE									
033955									
377995659	2/12/2019	150.00	0.00	02/21/2019				False	0
100-715-052021 Equipment Maintenance				CONTRACT PAYMENT					
	377995659 Total:	150.00							
	U.S. BANK EQUIPMENT	150.00							
WALMART									
035395									
0002898	2/15/2019	40.00	0.00	02/21/2019				False	0
100-000-036002 Fines - Court				RESTITUTION DISBURSEMENT S. FLINN					
	0002898 Total:	40.00							
	WALMART Total:	40.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
WEBER, SHAWN WEB 0002899	2/15/2019	25.00	0.00	02/21/2019				False	0
100-000-021000 Court Restitution Payments				RESTITUTION DISBURSEMENT M. THOMPSON					
0002899 Total:		25.00							
WEBER, SHAWN Total:		25.00							
WEST MEYER FENCE 036320 20020899	2/19/2019	6,850.00	0.00	02/21/2019				False	0
701-000-053001 Capital Outlay				NEW GANTILEVER GATE REPLACE CHAIN LINK					
20020899 Total:		6,850.00							
WEST MEYER FENCE To		6,850.00							
WILCOX & FLEGEL 037003 0346875-IN	1/29/2019	92.73	0.00	02/21/2019				False	0
703-734-052022 Fuel / Oil				FILL TRACK HOE					
0346875-IN Total:		92.73							
0351394-IN	2/12/2019	166.66	0.00	02/21/2019				False	0
100-708-052022 Fuel / Oil				PARKS DEPT FUEL					
0351394-IN Total:		166.66							
0353939-IN	2/19/2019	111.27	0.00	02/21/2019				False	0
202-721-052019 Professional Services				KASTER RD BIO DYED DIESEL					
0353939-IN Total:		111.27							
WILCOX & FLEGEL Tota		370.66							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			

Report Total:	85,115.06
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Accounts Payable

To Be Paid Proof List

User: jenniferj
Printed: 02/22/2019 - 9:21AM
Batch: 00007.02.2019 - AP 2.22.19 FY 18-19



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
COLUMBIA COUNTY CLERK									
007500									
02212019	2/21/2019	223.50	0.00	02/22/2019				False	0
100-710-052011 Public Information				STREET VACATION ORDINANCE NO 3235					
02212019 Total:		223.50							
COLUMBIA COUNTY CL		223.50							
Report Total:		223.50							

Accounts Payable

To Be Paid Proof List

User: jenniferj
 Printed: 02/28/2019 - 11:10AM
 Batch: 00008.02.2019 - AP 2.28.19 FY 18-19



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
ALEXIN ANALYTICAL LABS, INC.									
001650									
35860	2/25/2019	375.00	0.00	02/28/2019				False	0
601-731-052064	Lab Testing			ROUTINE TESTING					
	35860 Total:	375.00							
	ALEXIN ANALYTICAL L	375.00							
BEMIS PRINTING									
002701									
8547	2/6/2019	32.65	0.00	02/28/2019				False	0
100-702-052018	Professional Development			NOTARY TIA SHARP					
	8547 Total:	32.65							
	BEMIS PRINTING Total:	32.65							
BOISE WIITE PAPER LLC									
003720									
02152019	2/15/2019	12,500.00	0.00	02/28/2019				False	0
202-722-055001	Principal			MARCH 2019 NOTE PAYMENT					
	02152019 Total:	12,500.00							
	BOISE WIITE PAPER LL	12,500.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
BULLARD LAW									
004880									
37390	2/20/2019	14,749.94	0.00	02/28/2019				False	0
100-704-052019 Professional Services				LEGAL SERVICES GENERAL THROUGH JAN 31 2019					
37390 Total:		14,749.94							
BULLARD LAW Total:		14,749.94							
CENTURY LINK									
034002									
02172019	2/17/2019	40.71	0.00	02/28/2019				False	0
702-000-052010 Telephone				396B PW					
02172019	2/17/2019	20.35	0.00	02/28/2019				False	0
603-736-052010 Telephone				025 WWTP					
02172019	2/17/2019	20.36	0.00	02/28/2019				False	0
603-737-052010 Telephone				025 WWTP					
02172019 Total:		81.42							
CENTURY LINK Total:		81.42							
CENTURYLINK, BUSINESS SERVICES									
45215									
1462028315	2/11/2019	217.69	0.00	02/28/2019				False	0
702-000-052010 Telephone				88035002					
1462028315 Total:		217.69							
CENTURYLINK, BUSINE		217.69							
COMCAST									
COMCAST									
02142019	2/14/2019	95.41	0.00	02/28/2019				False	0
702-000-052003 Utilities				9228 PARKS					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
02142019 Total:		95.41							
COMCAST Total:		95.41							
COMMUNICATIONS NORTHWEST									
48721									
67582	1/4/2019	663.25	0.00	02/28/2019				False	0
100-705-052005 Small Equipment				RADIOS					
67582 Total:		663.25							
COMMUNICATIONS NO		663.25							
CONN, SUSAN									
CONN.SU									
0225219	2/25/2019	151.05	0.00	02/28/2019				False	0
203-705-052082 CCT - Travel Equip Other Exp				REIMB CITY MEETING S. CONN					
0225219 Total:		151.05							
CONN, SUSAN Total:		151.05							
DASHER PRINTING SERVICES INC									
009961									
1263	2/18/2019	1,281.09	0.00	02/28/2019				False	0
100-706-052004 Office Supplies				PATRON CARD WITH 1 KEY					
1263 Total:		1,281.09							
DASHER PRINTING SER		1,281.09							
DRAKES TOWING & RECOVERY									
DRA									
02212019	2/21/2019	195.00	0.00	02/28/2019				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
100-705-052001 Operating Supplies				JAKOBI TOYOTA TOWING					
02212019 Total:		195.00							
DRAKES TOWING & RE		195.00							
E2C CORPORATION									
E2C									
4300	2/25/2019	10,000.00	0.00	02/28/2019				False	0
201-000-052019 Professional Services				TINA CURRY CONSULTING MARKETING MONTHLY					
4300 Total:		10,000.00							
E2C CORPORATION Tota		10,000.00							
EJ USA, INC									
254896									
110190008736	2/15/2019	4,255.21	0.00	02/28/2019				False	0
601-731-052001 Operating Supplies				DOOR HATCH					
110190008736 Total:		4,255.21							
EJ USA, INC Total:		4,255.21							
ENTERPRISE FM TRUST									
5663									
FBN3649870	2/5/2019	84.00	0.00	02/28/2019				False	0
100-705-052026 Equipment Fund Charges				MAINTENANCE CHARGES					
FBN3649870 Total:		84.00							
ENTERPRISE FM TRUST		84.00							
FRANCISCO, GUSTAVO WARREN MARTIN									
GUS									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
0002904	2/23/2019	625.00	0.00	02/28/2019				False	0
100-000-020200 Bail Deposit				BOND TRANSFER GUSTOAVO WARREN MARTIN FR.					
0002904 Total:		625.00							
0002905	2/23/2019	531.25	0.00	02/28/2019				False	0
100-000-020200 Bail Deposit				BOND TRANSFER GUSTOAVO WARREN MARTIN FR.					
0002905 Total:		531.25							
0002906	2/23/2019	125.00	0.00	02/28/2019				False	0
100-000-020200 Bail Deposit				BOND TRANSFER GUSTOAVO WARREN MARTIN FR.					
0002906 Total:		125.00							
FRANCISCO, GUSTAVO		1,281.25							
H.D. FOWLER CO. 012650									
I5068105	2/11/2019	3,109.32	0.00	02/28/2019				False	0
601-000-053006 Water Meter Replacement				WATER METER TOP LOAD					
I5068105 Total:		3,109.32							
H.D. FOWLER CO. Total:		3,109.32							
HAMER ELECTRIC, INC. 014475									
41666	2/15/2019	1,025.25	0.00	02/28/2019				False	0
601-732-052001 Operating Supplies				DOSING PUMP PNL					
41666 Total:		1,025.25							
HAMER ELECTRIC, INC		1,025.25							
HARRINGTON INDUSTRIAL PLASTICS LLC 014640									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
009I9119	2/4/2019	88.71	0.00	02/28/2019				False	0
601-732-052001 Operating Supplies				MATERIALS					
009I9119 Total:		88.71							
009I9285	2/12/2019	67.33	0.00	02/28/2019				False	0
601-732-052001 Operating Supplies				MATERIALS					
009I9285 Total:		67.33							
009I9519	2/22/2019	1,804.41	0.00	02/28/2019				False	0
601-732-052001 Operating Supplies				MATERIALS					
009I9519 Total:		1,804.41							
HARRINGTON INDUSTR		1,960.45							
HASA									
014771									
630613	2/26/2019	4,618.10	0.00	02/28/2019				False	0
603-736-052083 Chemicals				MULTI-CHLOR					
630613 Total:		4,618.10							
HASA Total:		4,618.10							
INGRAM LIBRARY SERVICES, INC.									
016240									
38743785	2/6/2019	72.24	0.00	02/28/2019				False	0
100-000-021300 Library Replacement Fines				BOOKS 20C7921					
38743785 Total:		72.24							
38743786	2/6/2019	409.22	0.00	02/28/2019				False	0
100-706-052033 Printed Materials				BOOKS 20C7921					
38743786 Total:		409.22							
38866508	2/14/2019	22.83	0.00	02/28/2019				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
100-706-052033 Printed Materials				BOOKS 20C7921					
38866508 Total:		22.83							
38866509	2/14/2019	18.08	0.00	02/28/2019				False	0
100-706-052033 Printed Materials				BOOKS 20C7921					
38866509 Total:		18.08							
38866510	2/14/2019	319.03	0.00	02/28/2019				False	0
100-706-052033 Printed Materials				BOOKS 20C7921					
38866510 Total:		319.03							
INGRAM LIBRARY SERV		841.40							
KNIFE RIVER 017628									
2070072	2/8/2019	1,951.01	0.00	02/28/2019				False	0
205-000-052001 Operating Supplies				ROCK					
2070072 Total:		1,951.01							
KNIFE RIVER Total:		1,951.01							
LEXIPOL LLC LEXIPOL									
27898	2/18/2019	6,498.00	0.00	02/28/2019				False	0
100-705-052019 Professional Services				ONE YEAR LAW ENFORCEMENT PICY MAN					
27898 Total:		6,498.00							
LEXIPOL LLC Total:		6,498.00							
OCPDA 021708									
02272019	2/27/2019	85.00	0.00	02/28/2019				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
100-710-052013 Memberships				ANNUAL MEMBERSHIP DUES CITIES 100001 TO 2500					
02272019 Total:		85.00							
OCPDA Total:		85.00							
OREGON STATE BAR 0229001									
ADV022761	2/14/2019	43.50	0.00	02/28/2019				False	0
100-704-052019 Professional Services				BULLETIN CLASSIFIED AD - JANUARY					
ADV022761 Total:		43.50							
OREGON STATE BAR To		43.50							
PORT OF ST. HELENS 025620									
4411	7/1/2018	500.00	0.00	02/28/2019				False	0
601-731-052060 Lease				GROUND LEASE 2018					
4411 Total:		500.00							
PORT OF ST. HELENS To		500.00							
RAMSDELL, CARLEE C. RAM									
0002902	2/22/2019	39.00	0.00	02/28/2019				False	0
100-000-020200 Bail Deposit				BOND TRANSFER C RAMSDELL					
0002902 Total:		39.00							
0002903	2/22/2019	625.00	0.00	02/28/2019				False	0
100-000-020200 Bail Deposit				BOND TRANSFER C RAMSDELL					
0002903 Total:		625.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	RAMSDELL, CARLEE C.	664.00							
ST. HELENS MARKET FRESH IGA 029225									
02152019	2/15/2019	1.35	0.00	02/28/2019				False	0
100-705-052001 Operating Supplies				ACCOUNT 6763					
02152019 Total:		1.35							
ST. HELENS MARKET F		1.35							
SUNSHINE PIZZA 032710									
12419	2/13/2019	1,280.00	0.00	02/28/2019				False	0
100-702-052028 Projects & Programs				CATERING (80)					
12419 Total:		1,280.00							
SUNSHINE PIZZA Total:		1,280.00							
TERRITORIAL SUPPLIES INC. 033015									
14114	2/14/2019	40.95	0.00	02/28/2019				False	0
100-705-052001 Operating Supplies				NK TEST D LSD					
14114 Total:		40.95							
TERRITORIAL SUPPLIE		40.95							
TIAA COMMERCIAL FINANCE INC 03521									
5982576	2/21/2019	150.00	0.00	02/28/2019				False	0
100-715-052021 Equipment Maintenance				41452028					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
<hr/>									
5982576 Total:		150.00							
<hr/>									
TIAA COMMERCIAL FIN		150.00							
<hr/>									
TVW INC									
033827									
0038130-IN	1/31/2019	530.46	0.00	02/28/2019				False	0
100-715-052023 Facility Maintenance				CITY HALL SERVICE					
<hr/>									
0038130-IN Total:		530.46							
<hr/>									
0038131-IN	1/31/2019	1,106.62	0.00	02/28/2019				False	0
100-706-052023 Facility Maintenance				COL CENTER SERVICE					
<hr/>									
0038131-IN Total:		1,106.62							
<hr/>									
TVW INC Total:		1,637.08							
<hr/>									
U.S. BANK EQUIPMENT FINANCE									
033955									
378517684	2/15/2019	99.00	0.00	02/28/2019				False	0
100-715-052021 Equipment Maintenance				CONTRACT PAYMENT					
<hr/>									
378517684 Total:		99.00							
<hr/>									
U.S. BANK EQUIPMENT		99.00							
<hr/>									
WALSH, JOHN									
035390									
01232019	1/23/2019	175.00	0.00	02/28/2019				False	0
100-701-052018 Professional Development				CONFERENCE REGISTRATION J. WALSH REIMB.					
<hr/>									
01232019 Total:		175.00							
<hr/>									
WALSH, JOHN Total:		175.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
WEX BANK									
5112									
57929614	2/23/2019	855.06	0.00	02/28/2019				False	0
100-705-052026 Equipment Fund Charges				FUEL PURCHASES					
	57929614 Total:	855.06							
	WEX BANK Total:	855.06							
WILCOX & FLEGEL									
037003									
035527-IN	3/3/2019	86.69	0.00	02/28/2019				False	0
703-734-052022 Fuel / Oil				FILL TRACK HOE					
	035527-IN Total:	86.69							
0357161-IN	3/9/2019	113.51	0.00	02/28/2019				False	0
703-734-052022 Fuel / Oil				FILL TRACK HOE					
	0357161-IN Total:	113.51							
	WILCOX & FLEGEL Total	200.20							
	Report Total:	71,697.63							