



COUNCIL WORK SESSION

Wednesday, December 20, 2023 at 2:00 PM

COUNCIL MEMBERS:

Mayor Rick Scholl
Council President Jessica Chilton
Councilor Mark Gundersen
Councilor Russell Hubbard
Councilor Brandon Sundeen

LOCATION & CONTACT:

HYBRID: Council Chambers & Zoom (details below)

Website | www.sthelensoregon.gov

Email | kpayne@sthelensoregon.gov

Phone | 503-397-6272

Fax | 503-397-4016

AGENDA

CALL WORK SESSION TO ORDER

VISITOR COMMENTS - *Limited to three (3) minutes per speaker*

DISCUSSION TOPICS - *The Council will take a break around 4:00PM*

1. 2:10PM - Update on Broadband Feasibility by Strategic Networks Group - *President Michael Curri*
2. 2:40PM - Review of HB2984 for Commercial to Residential Building Conversions - *City Planner Jacob Graichen*
3. 2:55PM - Review of Events Management Contract - *City Administrator John Walsh*
4. 3:25PM - Discussion regarding Police Staffing
5. 3:45PM - Report from City Administrator John Walsh

ADJOURN

EXECUTIVE SESSION

Following the conclusion of the Council Work Session, an Executive Session is scheduled to take place to discuss:

- *Real Property Transactions, under ORS 192.660(2)(e); and*
- *Consult with Counsel/Potential Litigation, under ORS 192.660(2)(h).*

Representatives of the news media, staff and other persons as approved, shall be allowed to attend the Executive Session. All other members of the audience are asked to leave the Council Chambers.

FOR YOUR INFORMATION

Upcoming Dates to Remember:

- December 20, 2PM, Council Work Session, Council Chambers/Zoom
- December 20, 6:30PM, Council Public Hearing, Council Chambers/Zoom
- December 20, 7PM, Council Regular Session, Council Chambers/Zoom
- December 25-26, Christmas Holiday, City Offices Closed

Future Public Hearing(s)/Forum(s):

- PH: December 20, 6:30PM, Comprehensive Plan Map and Zoning Map Amendment (CPZA.2.23) at 475 N. 12th Street (Stamp)

VIRTUAL MEETING DETAILS

Join: <https://us02web.zoom.us/j/89602307012?pwd=QXc2UmoxYVFqQmthYldsRkJMWmZHZz09>

Meeting ID: 896 0230 7012

Passcode: 269388

Dial: 669-900-9128



The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to City Hall at 503-397-6272.






Be a part of the vision and get involved...volunteer for a City Board or Commission! For more information or for an application, go to www.sthelensoregon.gov or call 503-366-8217.

St Helens, Oregon

Update to Council

December 20, 2023






Digital Needs and Readiness Assessment

| St Helens Top Five Goals | | Score | Concordance | Responses |
|--------------------------|--|--------|-------------|---|
| 1 | Expanded online education and training opportunities | 100.0% | 100.0% |  |
| 2 | New opportunities for work and economic growth | 100.0% | 100.0% |  |
| 3 | Access to robust and competitive broadband | 96.3% | 97.8% |  |
| 4 | Remote and better integrated access to health services | 85.2% | 94.3% |  |
| 5 | Improved monitoring and management of clean water and sanitation | 63.0% | 97.8% |  |

Goals 1, 2, 4, and 5 are enabled by broadband.

Use DNRA findings to focus community planning on consensus goals and needs.

Digital Needs and Readiness Assessment ../2

| St Helens Top Five Issues and Needs | | Score | Concordance | Responses |
|-------------------------------------|---|-------|-------------|---|
| 1 | Increasing good-paying job opportunities | 96.3% | 98.7% |  |
| 2 | Stimulating local business growth and innovation | 96.3% | 98.7% |  |
| 3 | Retaining and attracting businesses and population | 92.6% | 97.8% |  |
| 4 | Expanding local workforce skills | 88.9% | 97.1% |  |
| 5 | Improving the availability and delivery of civic services | 74.1% | 97.8% |  |

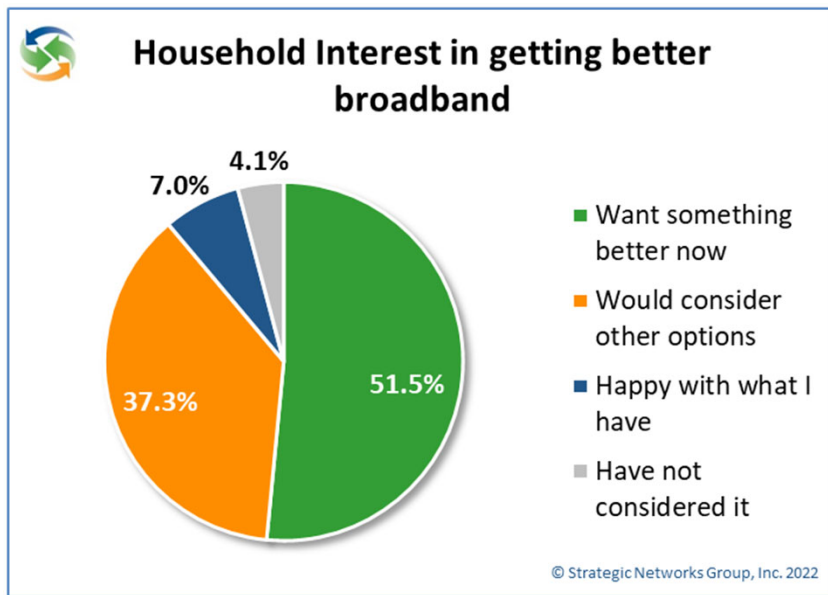
**For all in St Helens to benefit,
all need affordable, convenient access to broadband.**

St Helens Broadband Impact and Market Assessment Oct 2021 – May 2022

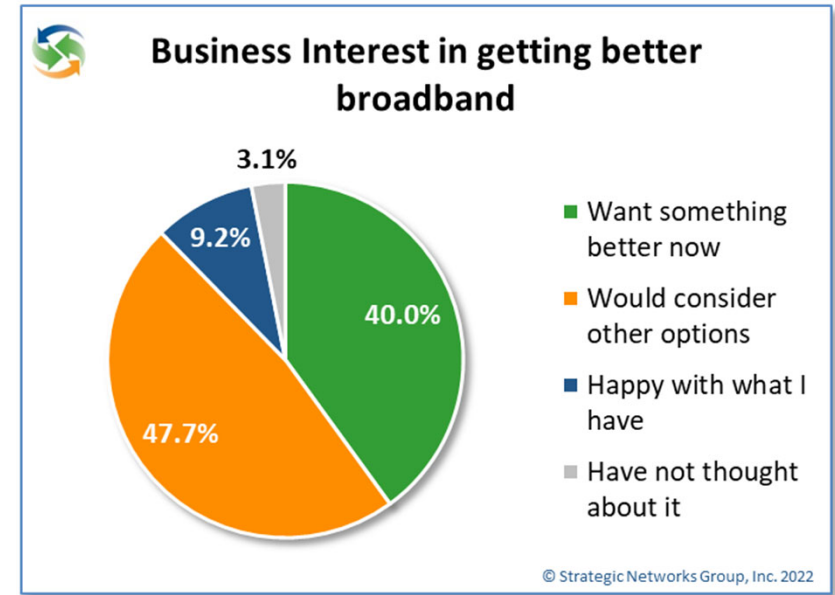
Key eCheckup Findings

Demand for Better Broadband

Households



Businesses

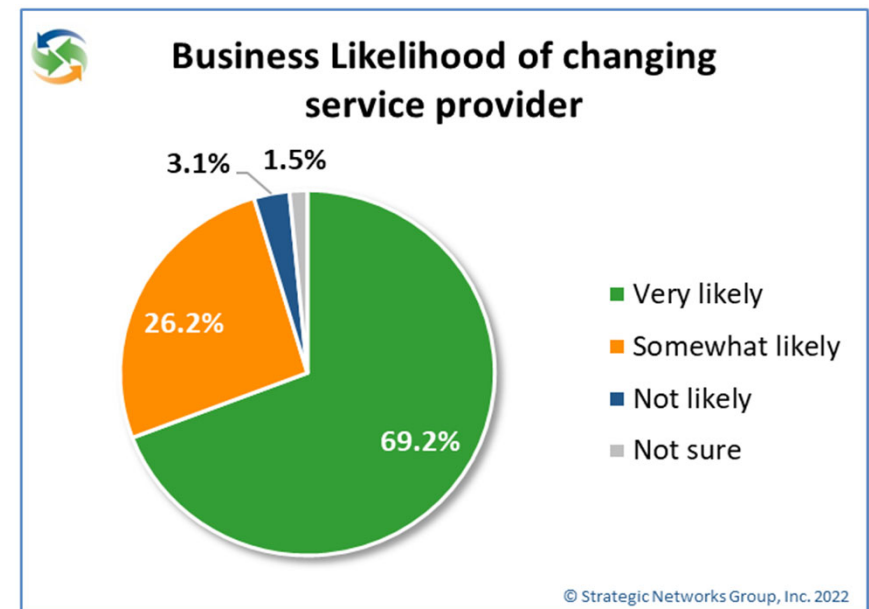
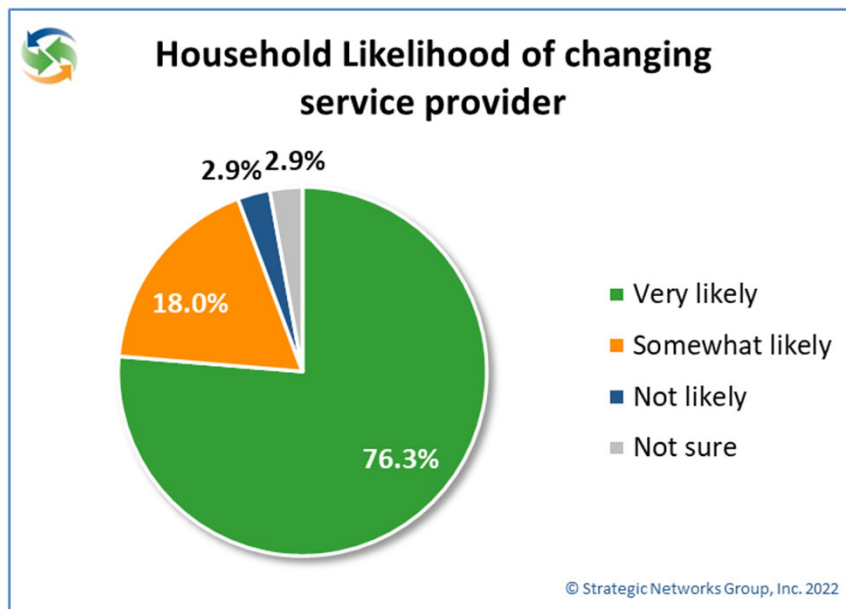


A majority of businesses would consider other options for broadband, while most households want better broadband *immediately*

Likelihood of Changing Service Provider

Households

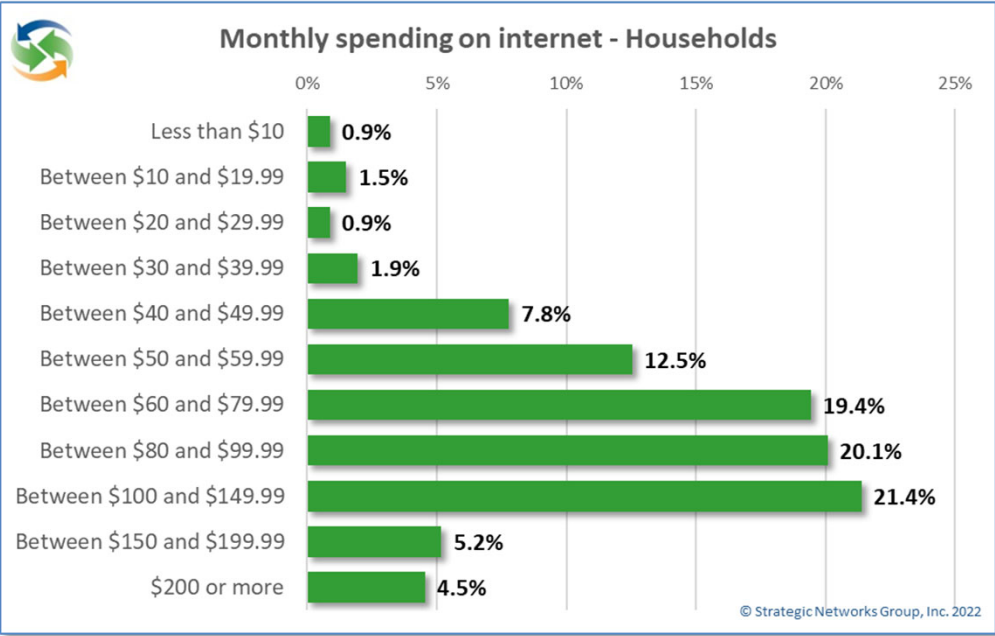
Businesses



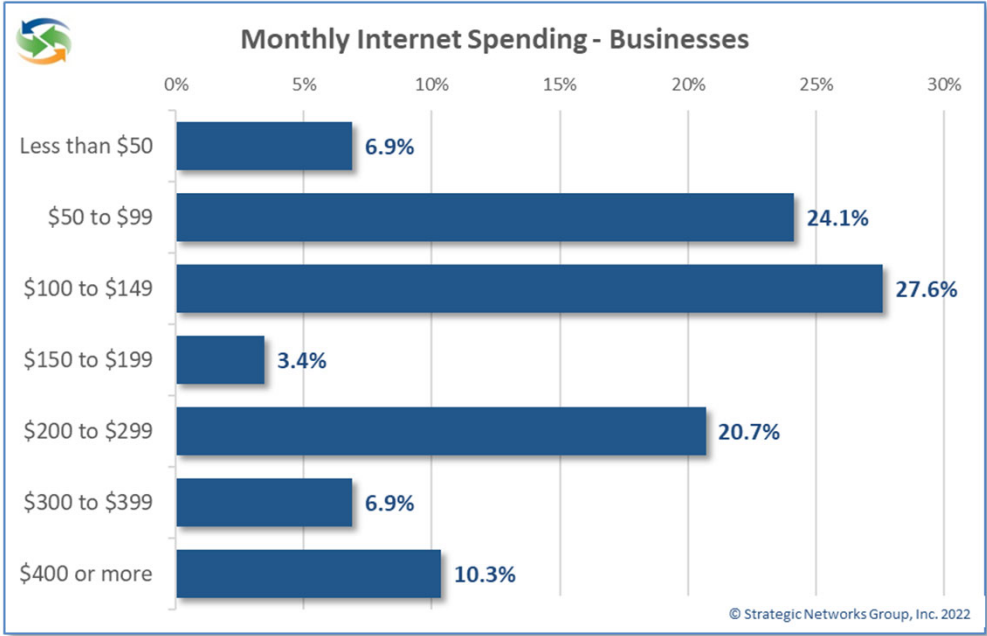
Very high likelihood (willingness) for residents and businesses to change current service provider

Monthly Spending on Internet

Households



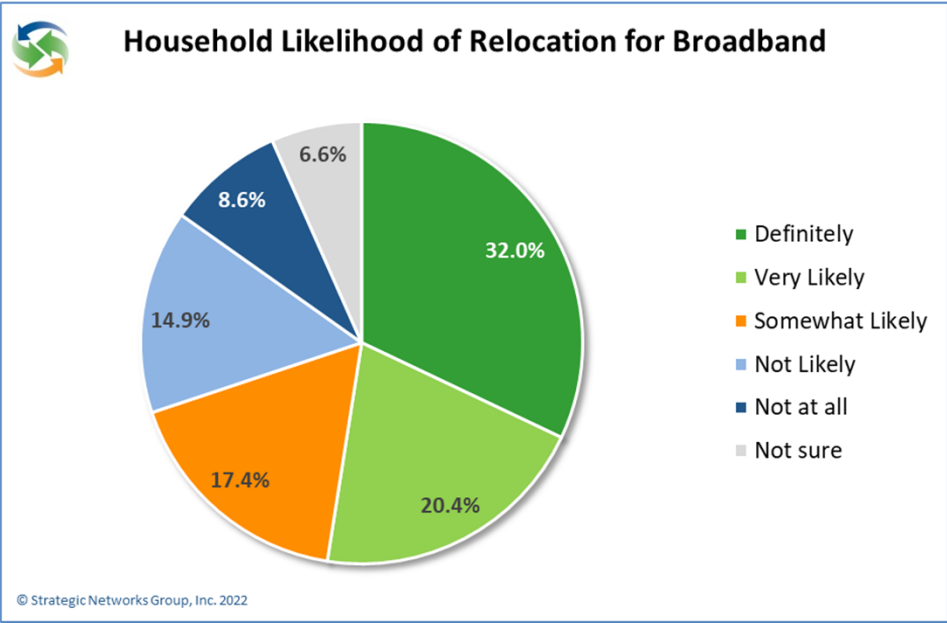
Businesses



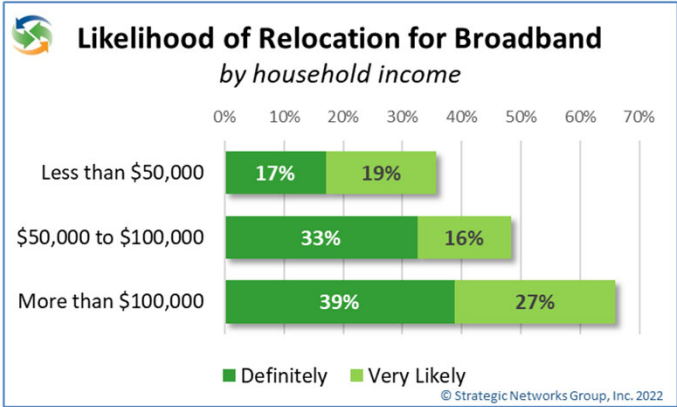
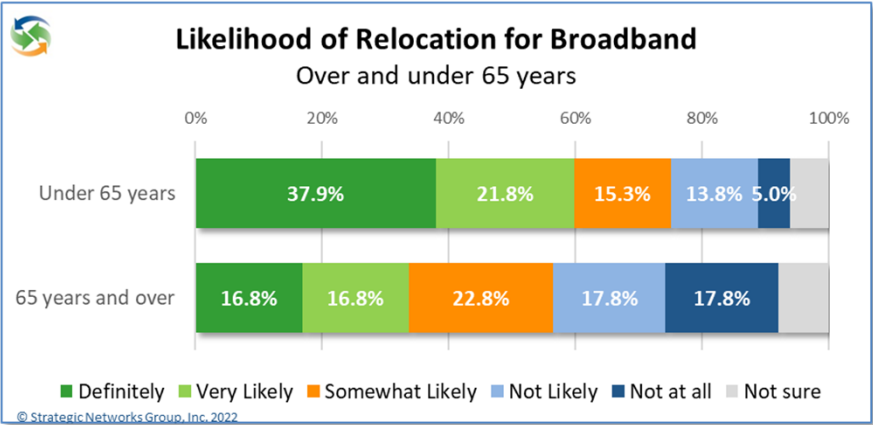
Most households spend between \$100 and \$149.99

Over one third of businesses spend more than \$200 per month

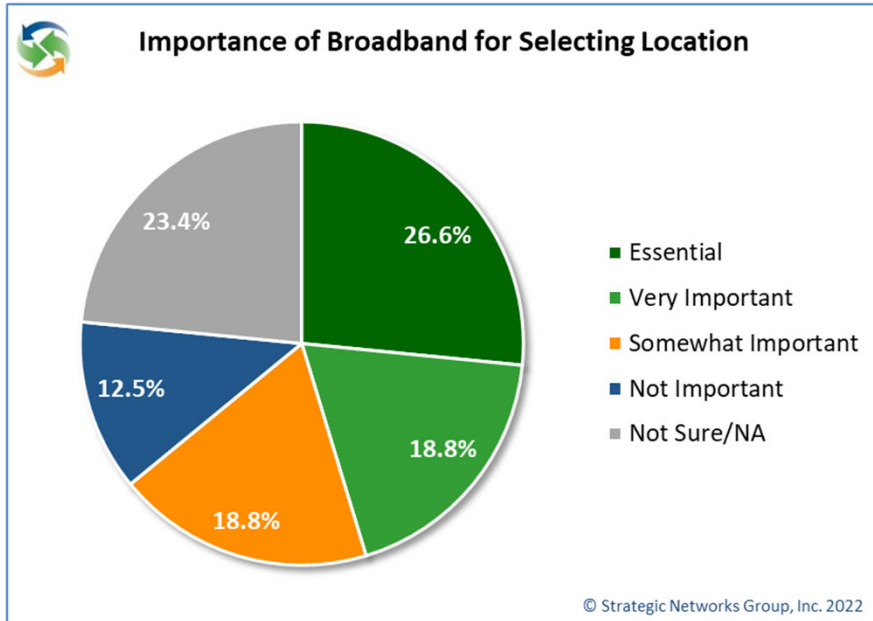
Broadband Impact on Living Location



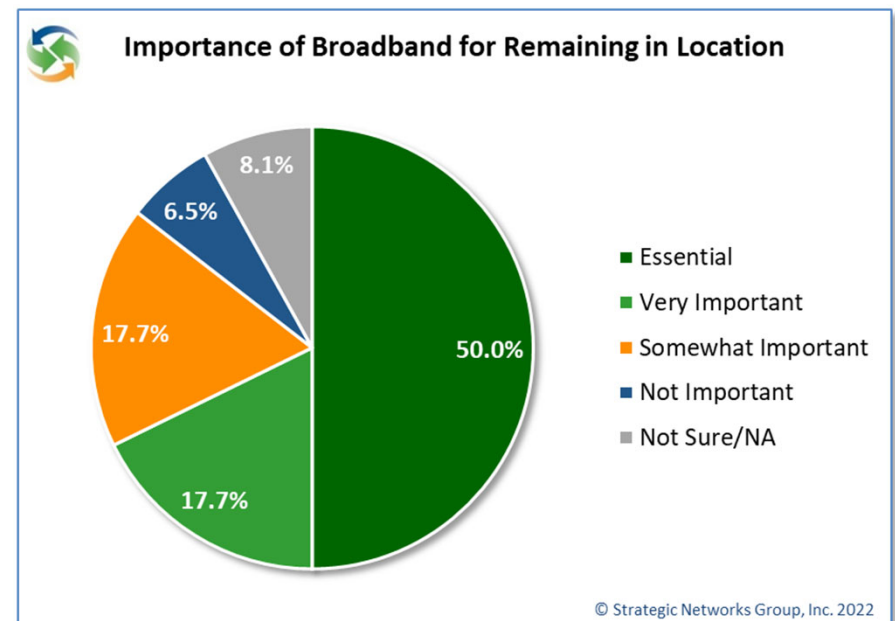
Despite overall happiness in the community, over *half* of all residents would consider relocating for broadband



Importance of Broadband for Business Location



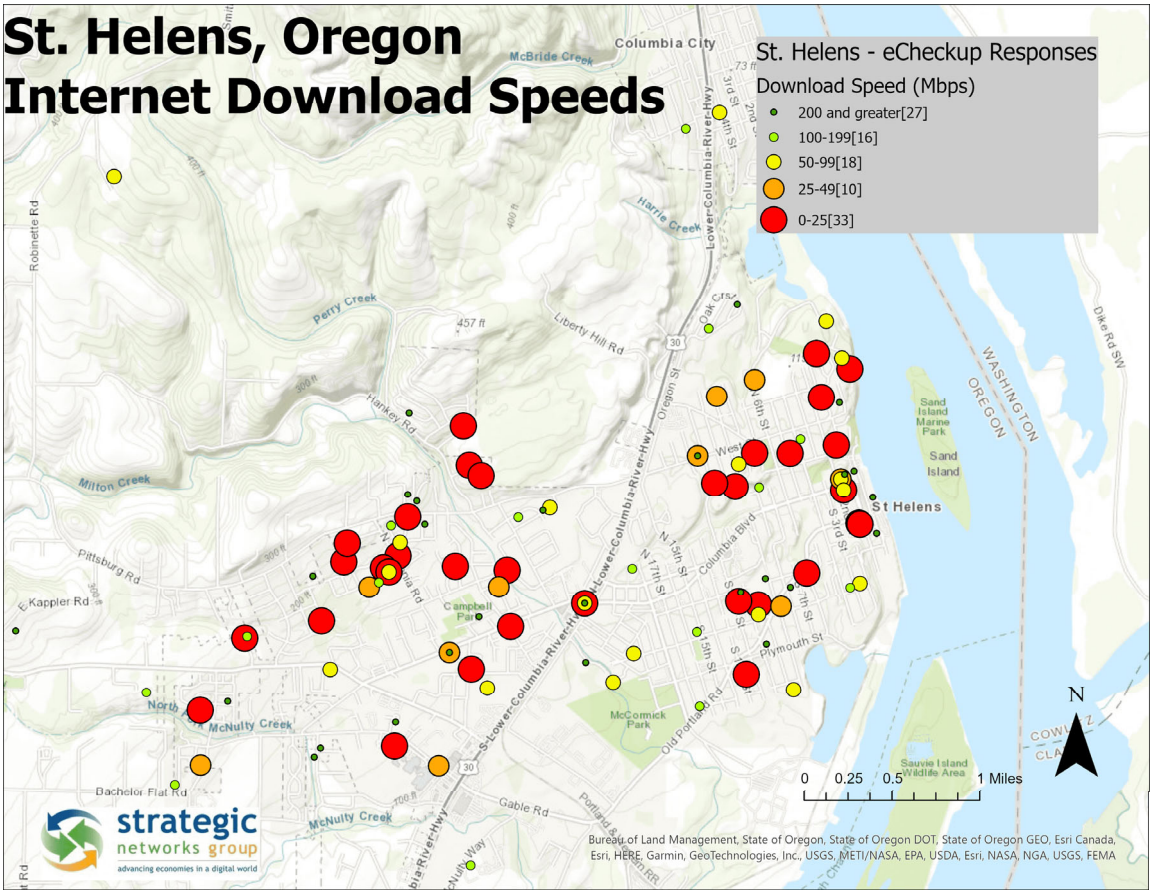
- 45.4% of businesses consider broadband a very important/essential factor in selecting business location



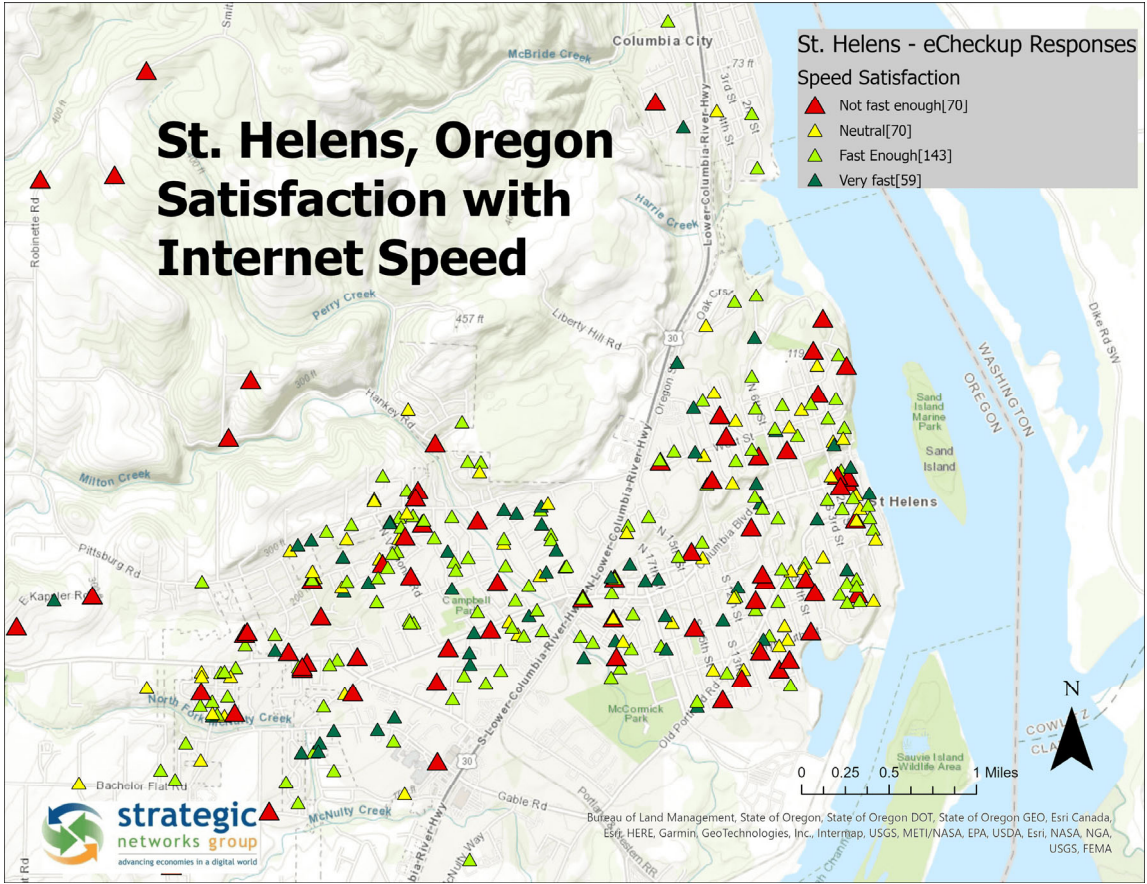
- More than *two-thirds* of businesses consider broadband very important/essential to remaining in their business location

Risk of business relocation out of St. Helens without better broadband

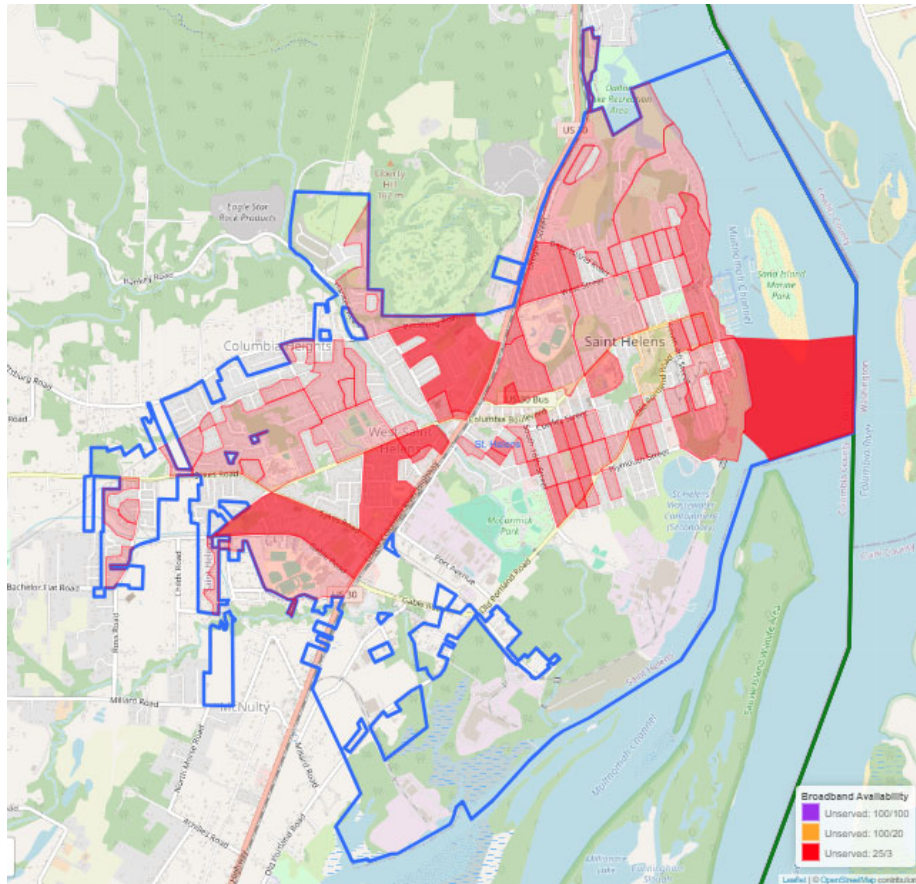
eCheckup Responses – Download Speeds



eCheckup Responses – Speed Satisfaction



Map of Current Broadband Availability



| | BEAD Request | Unserved Households |
|-------------------|--------------|---------------------|
| Fiber | \$3 million | 1,038 |
| Digital Inclusion | TBD | TBD |

- Unserved areas (red) at 25/3 Mbps speed are priority locations to receive BEAD funds
- Current analysis of FCC broadband availability indicates there are 1,038 underserved households covering 80 Census blocks
- Fiber cost analysis based on household density and length from roadways
- Digital inclusion programs such as ACP outreach and tech support at libraries to be determined based on priorities, resource availability, stakeholders, available funding, etc.

AB [2

Slide 12

AB [2]2 The household density analysis used to determine the estimated cost to deploy fiber-to-the-home is based on an intersection of 2020 US Census Tigerline Housing and Population data as of October 2022 and the Tigerline Streets data as of 2022. By calculating the number of linear road miles within each census block, we can determine the number of households per linear road mile within that census block. Traditionally, wireline providers, such as cable and fiber-to-the-home providers, require between 15 and 20 households per linear road mile to make their private sector business case to deploy with no subsidy.

When calculating the costs, a formula was used to determine a mid-range to high-end cost estimate for deploying fiber to the home. This formula takes into consideration two cost factors: the fiber backbone that passes the structures to be served and the lateral connections or "drops" that connect the homes to the backbone. A cost of \$75,000 per linear mile is estimated for the backbone. This cost can be as low as \$25,000 per mile in the more densely populated areas, but with the areas of lower density can be considerably more expensive to deploy at times exceeding \$150,000 per mile. The exact costs can be determined during the engineering phase, and this estimate is best used to determine the cost of the engineering services needed for the project.

The second cost factor is the cost to connect each structure, which is estimated to be \$1500 per home passed. We do not assume every structure the fiber passes will become a subscriber. The average cost to connect a structure to fiber backbone is between \$3,000 and \$4,000 provided the structure is within 250 feet of the backbone. For structures that are more than 250 feet from the backbone, the cost to connect the structure can be significantly higher and potentially as high as \$150 per foot or more where trenching is required and conditions are difficult. This factor is an additional reason that the cost to deploy fiber-to-the-home is more costly in rural areas where homes tend to be farther from the road on average.

Andrew Bates, 12/14/2023

Next Steps for Broadband in St Helens

| | One-time Action Items | Timeframe |
|---|--|--|
| 1 | Provide update to St Helens City Council Prepare an update on the broadband research activities conducted to date, including Digital Needs and Readiness Assessment, Economic Case Analysis, and eCheckup Broadband Assessment. Also present broadband next steps as presented below. | Dec2023 |
| 2 | Review draft Oregon Broadband Plan Review draft of Oregon Broadband Plan and prepare Memo for behalf of the City of St Helens can use to submit to the Oregon Broadband Office | Dec2023 |
| 3 | Verify Unserved/Underserved Locations Represented for St Helens To ensure that all unserved/underserved locations are represented in initial proposal State of Oregon datasets, SNG, in conjunction with St Helens, can request a Type 4 License to receive FCC Broadband fabric layer data at no cost, which will allow us to compare the location IDs with addresses <ul style="list-style-type: none"> Challenge process will open once state submits BEAD Volume I Proposal in early 2024 Verify against Oregon Broadband Office provided Volume I unserved and underserved lists, including MDUs and locations currently not listed | Dec2023-Jan2024 |
| 4 | Verify 1GB for St Helens Community Anchor Institutions <ul style="list-style-type: none"> The State Broadband office has provided a list of Community Anchor Institutions that currently do not have 1 Gigabit internet connectivity. Obtain contact lists of CAI's and contact each to verify that that are no further facilities that are underserved within St Helens. (Oregon Community Anchor Institutions FCC List) St Helens to provide a resource to work with SNG to phone CAI's as needed | Dec2023-Feb2024 |
| 5 | Prepare eStrategy Report Prepare eStrategy Report for St Helens (7-10 pages) that will inform City Council about St Helens broadband status and provide recommend for next steps. This report will be prepared so it can be used in a Memo to inform the Oregon State Broadband Office on St Helens funding needs and strategic planning requests, as well as have a say in how public monies are spent in St Helens, including: <ul style="list-style-type: none"> Identification of any unserved/underserved locations or CAI facilities currently not included in BEAD Volume I Proposal (Indicators of need process overview) Prioritization of areas of need in St Helens (by geography, demographic group, etc.) | eStrategy Report: Jan-Apr2024 Memo to Oregon Broadband Office: Feb2024 |

Next Steps for Broadband in St Helens ../2

| | Ongoing Action Items | Timeframe |
|---|--|--|
| 1 | Sitting-in on State Broadband Meetings for St Helens SNG to sit-in on Oregon Broadband Office meetings to report back to St. Helens on developments and represent the city as needed | Dec2023-Jun2024 |
| 2 | Preparing for BEAD Volume II and other funding opportunities <ul style="list-style-type: none"> • Drive ACP signup outreach and assistance – increase participation in existing federal funding available by engaging with local stakeholder organizations • Develop partnerships and pilot initiative for helping displaced workers (e.g. Cascades plant) to identify new workforce opportunities and develop the necessary skills • Small Business Growth Program for businesses identified in the eCheckup with utilization gaps, as well as those interested in developing an online presence and adopting online practices. | Prepare and implement plan with St Helens Jan-Apr2024 |



Broadband Next Steps for St Helens

Digital Navigators for ACP

- Hire through existing local stakeholder organizations with Federal / State funding to help residents access ACP and Lifeline subsidies
- 1,183 eligible households could be receiving ACP benefits, and need to be engaged through community outreach with stakeholder organizations and digital navigation services at St Helens libraries and digital innovation hubs

Digital Economy Management

- Hire full-time to manage grant applications, broadband infrastructure funding and process, collaborations with local service providers, and drive digital transformation through Digital Navigators

Design and Engineering

- Focus on areas identified in study to assess existing assets and where possible leveraging those assets to design digital infrastructure that enables open access so that providers can build a business case to provide future-ready service

Digital Innovation Hubs

- Use State Digital Equity funds and leveraging community stakeholder partnerships
- Deliberate strategy to engage all residents and raise awareness about offerings / opportunities
- Build local capacity and use train the trainer model to deliver resources and technical support onsite

St Helens Broadband Vision and Goals

Access and Planning

- Enable affordable, robust, and competitive broadband access for all
- Enhanced services – education, health, smart community, public safety, and household management
- Develop capacity to effectively educate key decision makers through our planning

Digital Inclusion

- Connect to underserved populations with locals taking the lead as a means of building trust, participation, and involvement in future funding and implementation efforts
- Partner with existing resources and capacity that can help guide a thoughtful, thorough, and sustainable plan to expand digital infrastructure and services in the future
 - Ensure access to technology devices (computers, tablets)
 - Telehealth: awareness and technical support for implementation
 - Distance e-learning support through schools
 - Opportunities for entrepreneurship (youth, un/under-employed)
 - Raising awareness and technical support for tourism and recreation, home monitoring / security
 - Workforce development and training for location neutral workers
 - Digital Innovation Hubs that can showcase and help implement digital opportunities

Questions / Discussion

- What aspects are the highest priority?
- With whom should we connect / work with to change people's lives in St Helens?

Thank You



Michael Curri
President, Strategic Networks Group, Inc.
+1 202.558.2128
mcurri@sngroup.com



[linkedin.com/company/strategic-networks-group](https://www.linkedin.com/company/strategic-networks-group)

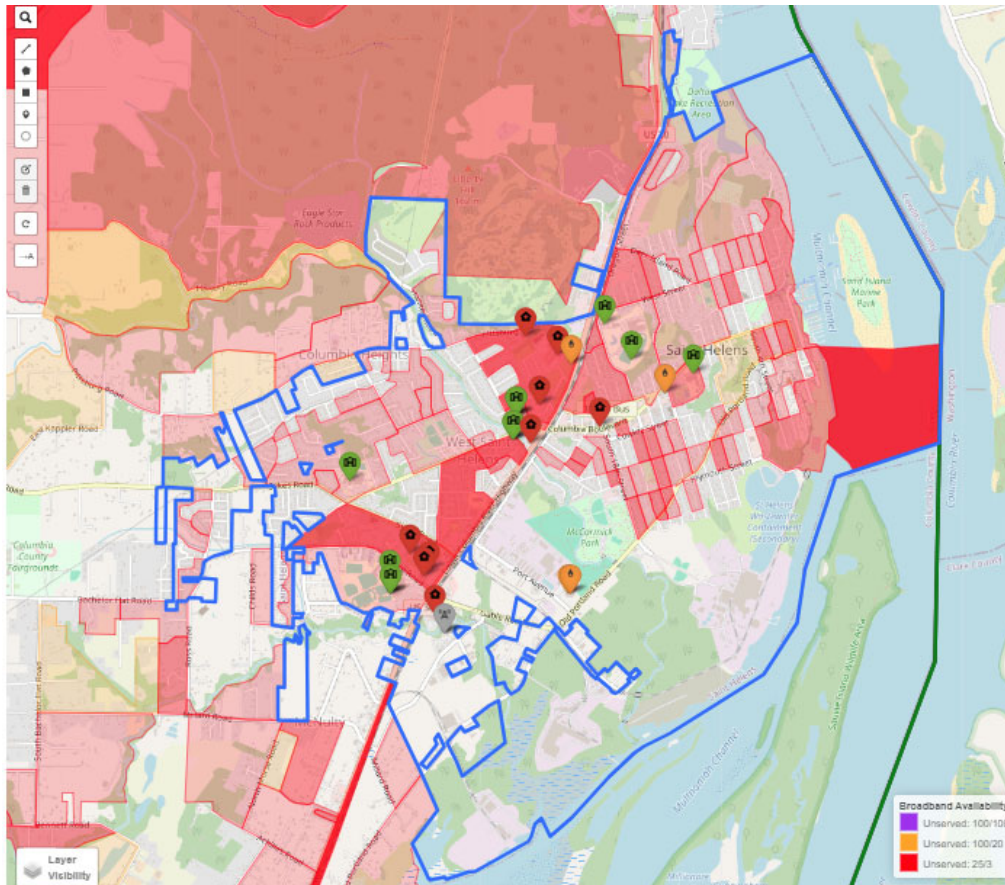


@SNGroup

Partners for Digital Inclusion

| Organizations | Broadband and Digital Inclusion Involvement | Tactical Considerations |
|--|---|--|
| Public Library | <ul style="list-style-type: none"> • Train existing staff to become Digital Navigators • ACP outreach and provide individual 1:1 support to community | <ul style="list-style-type: none"> • Ability to serve all St. Helens residents • Utilizing existing staff or volunteer network • Available to receive Digital Equity Act and other grant funds |
| St. Helens School District | <ul style="list-style-type: none"> • Support ongoing distance learning for students and provide outreach for digital equity programs | <ul style="list-style-type: none"> • Device distribution and needs among school programs |
| Legacy Medical Group and Columbia Health Services | <ul style="list-style-type: none"> • Implementing tele-health and digital literacy programs for Seniors | <ul style="list-style-type: none"> • Existing local organizations that work with Senior populations • Local community facilities to host events |
| ISPs | <ul style="list-style-type: none"> • Coordinating community engagement and identifying organizations to support digital inclusion | <ul style="list-style-type: none"> • Achieve goals for infrastructure by monitoring BEAD program funding to unserved areas in St. Helens • Work in partnership to promote ACP subsidy and affordable broadband plans |
| | | |

Broadband Availability and CAIs



- Broadband availability data from St. Helens and surrounding areas
- Community Anchor Institutions (CAIs) and cell towers displayed
 - Govt Public Safety – Orange
 - Schools and Education – Green
 - Medical and Healthcare – Red
 - FCC Cell Towers - Grey



CITY OF ST. HELENS PLANNING DEPARTMENT

MEMORANDUM

TO: City Council
FROM: Jacob A. Graichen, AICP, City Planner
RE: HB 2084 and Resolution 1999 for the December 20, 2023 regular session
DATE: December 11, 2023

From the League of Oregon Cities:

HB 2984: Commercial Conversions

Effective Date: January 1, 2024

HB 2984 requires cities to allow conversion of a building from commercial use to residential use without requiring a zone change or conditional use permit. The bill prohibits cities from enforcing parking minimums greater than the amount allowed for existing commercial use, or the amount that may be required in lands zoned for residential uses that would allow the converted development. The LOC initially opposed the introduced bill, as it would have prohibited cities from charging system development charges (SDCs) for 15 years. The final version of HB 2984 allows cities to **charge SDCs provided the charge is based on a “specific adopted policy for commercial to residential conversions” adopted on or before December 31, 2023**, or if the charge is for water or wastewater and includes an offset for at least 100% of the water or wastewater system development charges paid when the building was originally constructed. Cities already tailor SDCs to the specific impacts of each development, and the LOC understands this provision will allow cities to continue charging SDCs accordingly. HB 2984 is not intended to require cities to conduct a formal SDC methodology review or update by December 31, 2023.

Resolution 1999 is intended to make sure there is **“specific adopted policy”** to retain the City’s full local authority to assess System Development Charges.

St. Helens code allows this already and it could be argued that there is already policy, but this resolution helps clarify this to minimize future challenges to SDC requirements in these limited circumstances, should they occur.

City of St. Helens
RESOLUTION NO. 1999

A RESOLUTION ADOPTING A POLICY REGARDING SYSTEM
 DEVELOPMENT CHARGES FOR CONVERSION OF BUILDINGS FROM
 COMMERCIAL TO RESIDENTIAL USE IN NON-INDUSTRIAL ZONES

WHEREAS, the Oregon Legislature adopted House Bill (HB) 2984 in the 2023 legislative session amending ORS 197.308 to allow the conversion of buildings from commercial to residential use within Urban Growth Boundaries of cities with a population of 10,000 or greater, under certain conditions; and

WHEREAS, HB 2984, Section 1(6)(c) [ORS 197.308(6)(c)] permits cities to assess System Development Charges (SDCs) for such building conversions if (A) "the charge is calculated pursuant to a specific adopted policy for commercial to residential conversions adopted on or before December 31, 2023," or (B) "the charge is for water or wastewater and includes an offset for at least 100 percent of the water or wastewater SDCs paid when the building was originally constructed;" and

WHEREAS, the City of St. Helens' population exceeds 10,000; and

WHEREAS, the City does not have "a specific adopted policy for *commercial* to *residential* conversions." When a building or portion thereof is converted from *any* use to *any other* use, the City's current Systems Development Charge (SDC) regulations require payment of SDCs, but a credit for the existing use is applicable to reduce or eliminate the SDC charges pursuant to St. Helens Municipal Code 13.24.130; and

WHEREAS, the City Council desires to preserve the City's full local authority to assess SDCs for the conversion of commercial buildings and finds that Chapter 13.24 of the St. Helens Municipal Code, as now drafted and hereafter amended, will sufficiently address all SDC methodology, rates, and other applicable terms and conditions needed to calculate SDC charges for commercial to residential building conversions pursuant to HB 2984.

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

Section 1. The City Council hereby adopts Chapter 13.24 of the St. Helens Municipal Code, as currently in effect and as may be amended from time to time, as the City's specific policy for SDC calculations in connection with all residential development, including commercial to residential conversions pursuant to HB 2984.

Section 2. This Resolution shall become effective immediately upon its passage by the City Council.

Approved and adopted by the City Council on December 20, 2023, by the following

vote:

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder

City of St. Helens
INDEPENDENT CONTRACTOR AGREEMENT

This INDEPENDENT CONTRACTOR 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”), collectively the “Parties”.

RECITALS

A. The City is in need of services to produce and manage the “Events” listed in Attachment A attached hereto.

B. The City has determined Contractor to be qualified and capable of performing the services sought by the City.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

1. **Engagement.** The City hereby engages Contractor to provide services related to Special Events Management (the “Services”), 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.** This Agreement shall become effective upon the full execution by the Parties (the “Effective Date”) and shall terminate on December 31, 2023, unless sooner terminated in accordance with the terms stated herein (the “Initial Term”). This Agreement may be renewed by mutual written agreement of the Parties.

4. **Compensation/Expenses.** The terms of compensation for the Contractor shall be as provided in Attachment C. Contractor shall perform and complete the Services set forth in Attachment A within a budget agreed to by the Parties (the “General Budget”). Any expenses in the General Budget, including asset purchases, equal to \$50,000.00 or more, shall require pre-approval from the City before making any such expenditure or purchase.

4.1. The City shall maintain a reserve account equal to the pro rata share of the Contractor’s fee, amount of annual building lease obligations and utilities for leased premises (the “Reserve Account”). The Reserve Account is not part of the General Budget described in Paragraph 4 above and shall not be considered funds to be used by Contractor without written approval from the City, at its sole discretion. Contractor will work within the budget resulting from and created by tourism activities listed in “Attachment A.”

4.2. Contractor shall be responsible for all receivables, payables and disbursements pertaining to tourism budget. A third party shall have access to all income,

expenses and subcontracted ticketing sites held in reference to Contractor's work for City throughout the year. The designated third party, at City's expense, shall also conduct an audit of all income, expenses, and subcontracted ticketing sites on at least an annual basis, or more frequently as needed, as determined at the City's discretion.

4.3. Contractor shall provide the City Administrator access to all electronic ticketing accounts to allow tracking and verification of the accounting provided by Contractor to City. To the extent possible, Contractor shall discourage the use of cash payments at Events and will be provided a "Square" card reader that directly connects to the bank accounts. Additionally, all cash income will be accounted for by a duplicate signature prior to depositing as a cash receipt. Contractor will be provided a secure, locked location, where cash receipts may be held during weekend events.

4.4. Any and all remaining funds received by Contractor, after the payment of budgeted and approved expenses (including any fees), shall be transferred to the City by December 28th of each year. Provided the Parties agree to renew or continue this Agreement, such funds may be invoiced and returned to Contractor to provide funding for approved future events in the upcoming year. **SEE ATTACHMENT D**

4.5. The City, at its discretion, may suspend or withhold payments in the event Contractor fails to comply with requirements of this Agreement.

4.6. 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.

5. Independent Contractor. 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. Contractor is not an officer, employee, or agent of the State or Department as those terms are used in ORS 30.265 of the Oregon Tort Claims Act, and Contractor is not to be considered an officer, employee or agent of the City for any purpose. Contractor certifies that it currently has a City business license or will obtain one prior to delivering services under this Agreement.

All persons employed by Contractor and that may participate in Contractor's performance of the Services as provided in this Agreement, shall be considered to be its employees, subcontractors, agents or principals and not principals, agents or employees of the City. Contractor covenants and agrees not to hold itself/himself out as an employee of the City, and Contractor acknowledges that it/she/he and its employees have no right or entitlement in or to any right, privilege or benefit which would accrue to an employee of the City for any purposes, including, but not limited to, the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Revenue and Taxation Code relating to income tax withholding at the source of income, the Workers' Compensation Insurance Code, 401(k), and other benefit payments or third-party liability claims.

6. Advertising and Document Ownership and Work Made for Hire. The City currently owns a number of websites including DiscoverColumbiaCounty.com, SpiritofHalloweentown.com as well as social media sites including Dark Market USA, Columbia County Events and others, that the Contractor will have access to in order to convey appropriate marketing for Events. Any ads or materials created for public use 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.

All materials produced for the City by Contractor or Contractor's employees performing services covered by this Agreement shall be deemed "work made for hire" within the meaning of the U.S. Copyright Act, as amended. If any portion of such work is determined not to be a work made for hire, Contractor hereby sells, assigns and transfers to the City all present and future right, title and interest, including all copyrights and trademarks, so that all copyrights for the work related to the work will immediately and automatically be the sole and absolute property of the City. Contractor will, at the expense of the City, execute any instruments and do all other things reasonably requested the City (both during and after the term of this Agreement) in order to vest more fully in the City any and all ownership rights in the transferred materials.

7. Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be considered as properly given if (a) mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, (b) by delivering same in person to the intended addressee, (c) by delivery to an independent third party commercial delivery service for same day or next day delivery and providing for evidence of receipt at the office of the intended addressee, or (d) by electronic mail at the electronic mail address commonly used by the recipient in the conduct of communications between the Parties. Notice sent pursuant to clause (a) shall be effective three (3) business days after its deposit with the United States Postal Service; notice sent pursuant to clause (b) shall be effective upon receipt by the intended recipient; notice sent pursuant to clause (c) shall be effective upon the date delivered by such a commercial delivery service; and notice given by email delivery pursuant to clause (d) shall be effective upon being sent by the sender. Notices sent by mail or email shall be addressed as follows:

City: City of St. Helens
Attn.: City Administrator
265 Strand Street
St. Helens, OR 97051
Email: jwalsh@sthelensoregon.gov

Contractor: E2C Corp
Attn: Tina Curry
2316 NE Minnehaha St
Vancouver, WA 98665
Email: tina@e2cproductions.com

Any Party may designate a different address by giving notice to the other Parties delivered in accordance with the provisions of this Paragraph.

8. Standard of Care. Contractor shall perform the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.

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. 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.

10.1. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew coverage without thirty (30) days' prior written notice to the City.

10.2. 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.

10.3. 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 insured's (except for the professional liability and workers' compensation insurance). Renewal certificates shall be sent to the City at least ten (10) days prior to coverage expiration.

10.4. 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. Workers' Compensation. Contractor shall carry workers' compensation insurance as and to the extent required by law, and shall provide the City with appropriate proof of such insurance reflecting the required coverage prior to commencement of any Services. Contractor assumes full responsibility for any liability and exposure under law relating to workers' compensation because of any performance of Services under this Agreement and will hold the City harmless for and from any industrial accident or liability that is attributable to Contractor.

12. Termination. At any time and without cause, City or Contractor shall have the right in their sole discretion to terminate this Agreement by giving 90 days written notice to the other Party. If City terminates this Agreement pursuant to this section, the City shall pay Contractor for services rendered to the date of termination or 90 days compensation whichever is more.

13. No Third-Party Rights. This Agreement shall not create any rights in or inure to the benefit of any parties, whether directly, indirectly or otherwise, other than the City and Contractor.

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

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

16. Indemnification. Contractor shall defend, indemnify and hold harmless the City and its officers, employees, elected officials, volunteers and agents from any and all liability, causes of action, claims, losses, damages, judgments or other costs or expenses including attorneys' fees ("Claims") that arise from the negligent or other wrongful acts, omissions, or willful misconduct of Contractor or officers, employees, agents, or subcontractors of Contractor, except to the extent that the Claims arise out of the negligence or other wrongful acts or omissions of the City or the City's officers, employees, or agents.

17. 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.

18. Compliance with Law.

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

18.2. 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.

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

18.4. Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations and shall also comply with the Americans with Disabilities Act of 1990, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.

19. Confidentiality. Contractor understands the nature of the Services means the Contractor may be privy to information that is confidential or proprietary and shall not be disclosed to any third person or entity without the City's consent either during the term of this Agreement or after its termination.

20. 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.

21. 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.

22. 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.

23. Dispute Resolution. 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.

24. Force Majeure. Neither City nor Contractor shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the Parties so disabled, including, but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, pandemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the parties so disabled shall within ten (10) days from the beginning of such delay, notify the other Party in writing of the cause of delay and its probable extent. Such notification shall not be the basis for a claim of additional compensation. Each Party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay and shall, upon cessation of the cause, diligently pursue performance of its obligation under this Agreement.

25. 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.

26. Inspection and Audit by the City.

26.1. 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 public

documents shall be provided to the City free of charge that do not conflict with any third party or contractor that requires nondisclosures to obtain engagement.

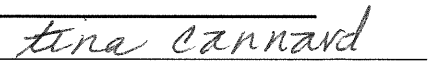
26.2. The City shall have the right to inspect and audit Contractor's financial records pertaining to the Services under this Agreement at any time during the term of this Agreement or within two (2) years following the termination of this Agreement.

27. 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.

28. 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.

Signatures on following page.

IN WITNESS WHEREOF, the City has caused this Agreement to be executed 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: 5/4/22Signature: Print: Rick SchollTitle: MayorDate: 5/4/22**CONTRACTOR:**E2C Corp.Signature: Print: TINA CANNARDTitle: PresidentDate: 5/16/2022

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 and sponsorships.

EVENT DESCRIPTIONS

Over the past several years the City has concentrated tourism investments into four major event programs ("Events"). These Events include 13 Nights on the River, Fourth of July, The Spirit of Halloweentown, and the annual Christmas Tree Lighting ceremony. These events include the following:

- **13 Nights on the River**

This popular 13 Nights on the River concert series has been a Thursday night favorite in Columbia View Park June through Labor Day. The event entails live music and other entertainment along with food and other vendors to attract citizens and visitors to our community.

- **Fourth of July**

The Fourth of July Independence Day has been a long-standing tradition on the St. Helens waterfront. The Contractor should expect to collaborate with community organizations in an effort to ensure a quality event while minimizing the impact on City's financial Transient Room Fee resources.

- **Spirit of Halloweentown**

This event has grown into an international sensation attracting tens of thousands of visitors to experience the magical place where 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, festivals, tours, haunted houses, gift shop, and much more. The event provides the opportunity for community

organizations and nonprofits to generate revenue to support community programs throughout the year while supporting local business and covering the expenses of operating the event.

- **Christmas Tree Lighting**

The Christmas Tree Lighting ceremony occurs annually on the evening the Portland Christmas Ships visit in December. This event oversees the decorating and take down of the Court House Plaza decorations including the Christmas Tree lighting and activities the night of the event. Traditionally, the City assists in the tree installation, decorations 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 may or may not receive additional compensation.

SCOPE OF SERVICES

Event Coordination & Management

Contractor will be responsible for coordinating and managing City events from inception to completion. At Contractor's discretion, these duties may include the following:

- Advertise, promote and market events
 - Manage the City's social media and event accounts (Discover Columbia County, Spirit of Halloweentown Facebook and others)
 - Create, manage and reconcile event budgets
 - Track event revenue and expense
 - Solicit sponsorships for events
 - Create and/or coordinate informational brochures for visitors
 - Provide adequate event staffing and management services
 - Recruit musical talent
 - Coordinate with vendors
 - Ensure clean-up during and after each event
 - Coordinate with City and County departments to ensure good communication and event logistical support
 - Utilize community volunteers when possible
 - Ensure deliverables are on time, on budget and meet City expectations
- Report regularly to the City Council and staff

| Budget July 1, 2022 - July 1, 2023 | Income | | June 30, 2022 - June 30, 2023 | Expenses | |
|--|--------------|----------------|-------------------------------|----------------|--|
| | Tickets | 90000 | | | |
| | Haunted H | 60000 | Building for Train & Tshirts | 125000 | |
| | Store | 30000 | Power Pony Team | 5000 | |
| | Museum/Alien | 25000 | Golf Cart Self Guided Tours | 50000 | |
| | Vendors | 60000 | Plaza Gravel | 50000 | |
| | Sponsors | 50000 | Staff | 170000 | |
| | Other Events | 10000 | Haunted House Props | 20000 | |
| | | | Alien Museum Interface | 80000 | |
| | | 1135000 | Lights for Xmas Etc | 25000 | |
| | | | Kiosks | 50000 | |
| | | | Entertainment | 150000 | |
| Wildcard - Boat Tours - Create Budget | | 2270000 | Props | 215000 | |
| | | | Equipment | 111000 | |
| | | | Garbage Service | 15000 | |
| | | | Advertising | 35000 | |
| | | | Overhead | 28000 | |
| | | | | 1129000 | |

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 | <input checked="" type="radio"/> YES <input type="radio"/> NO |
| Please indicate if Claims Made or Occurrence | | | |
| Automobile Liability | Combined Single – covering any vehicle used on City business | \$2,000,000 | <input checked="" type="radio"/> YES <input type="radio"/> NO |
| Workers' Compensation | Per Oregon State Statutes If workers compensation is not applicable please initial here: <u>cc</u> State the reason it is not applicable here: <u>No applicable employees</u> | | <input checked="" type="radio"/> YES <input type="radio"/> NO |
| Professional Liability | Per occurrence Annual Aggregate | \$500,000 or per contract \$500,000 or per contract | <input checked="" type="radio"/> YES <input type="radio"/> NO |

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
265 Strand Street
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

Item #3.

DATE (MM/DD/YYYY)

03/18/2022

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 Liberty Mutual Insurance PO Box 188065 Fairfield OH 45018 | | CONTACT NAME: PHONE (A/C, No, Ext): 800-962-7132 FAX (A/C, No): 800-845-3666 E-MAIL ADDRESS: BusinessService@LibertyMutual.com | |
| INSURED E2c, Corp 2316 Ne Minnehaha St Vancouver WA 98665 | | INSURER(S) AFFORDING COVERAGE INSURER A: Ohio Security Insurance Company NAIC # 24082 INSURER B: Ohio Security Insurance Company 24082 INSURER C: The Ohio Casualty Insurance Company 24074 INSURER D: INSURER E: INSURER F: | |

COVERAGES

CERTIFICATE NUMBER: 0263155560

REVISION NUMBER:

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 | X | X | BKS57222550 | 03/18/2022 | 03/18/2023 | EACH OCCURRENCE \$ 1000000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1000000 |
| | | | | | | | MED EXP (Any one person) \$ 15000 |
| | | | | | | | PERSONAL & ADV INJURY \$ 1000000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | | GENERAL AGGREGATE \$ 2000000 |
| | OTHER: | | | | | | PRODUCTS - COMP/OP AGG \$ 2000000 |
| B | AUTOMOBILE LIABILITY | X | X | BAS57222550 | 03/18/2022 | 03/18/2023 | COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 |
| | <input type="checkbox"/> ANY AUTO | | | | | | BODILY INJURY (Per person) \$ |
| | <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) \$ |
| | <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | | | | | | | \$ |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR | X | X | USO57222550 | 03/18/2022 | 03/18/2023 | EACH OCCURRENCE \$ 1000000 |
| | <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | | | | | | AGGREGATE \$ 1000000 |
| | DED <input checked="" type="checkbox"/> RETENTION \$ 10000 | | | | | | \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | PER STATUTE OTH-ER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A | | | | | | E.L. EACH ACCIDENT \$ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE \$ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ |

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

** See Additional Remarks Schedule

CERTIFICATE HOLDER**CANCELLATION**

| | |
|--|--|
| City Administrator City Of St. Helens Po Box 278 St. Helens OR 97051 | 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 |

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AGENCY CUSTOMER ID: 57222550

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**

Page ____ of ____

| | | |
|--|----------------|---|
| AGENCY Liberty Mutual Insurance | | NAMED INSURED E2C, Corp 2316 NE Minnehaha St Vancouver, WA 98665 |
| POLICY NUMBER BKS57222550 | | |
| CARRIER Ohio Security Insurance Company | NAIC CODE - | EFFECTIVE DATE: 03/18/2022 |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

City Administrator, City of St. Helens, its officers, agents, and employees are Additional Insured if required by written contract or written agreement subject to General Liability Blanket Additional Insured Provision.

30 Day Notice of Cancellation*10 Day Notice of Cancellation for Cancellation for Non-Payment of Premium

ATTACHMENT C
TERMS OF COMPENSATION

City agrees to pay Contractor \$120,000 (One Hundred Twenty Thousand dollars) paid in 12 monthly installments for and in consideration of the faithful performance of the services. Any reimbursable approved expenses shall be billed at cost without markup. Contractor's fee for approved management of sub-contractors, and consultants will be a maximum of five percent (5%) .

Monthly fee shall be invoiced to the City by Contractor. City may pay within seven (7) days upon receipt of the invoice.

Independent Contractor Agreement Addendum

Attachment D.

Contract item 4.4 addendum to the contract. All funds received by contractor shall be deposited into a Trust Account, held for the City of St Helens. Trust account shall be used to pay current expenses as well as receive funds from various sources such as Ticket Sales, Store Sales and Vending Machine Sales.