

City of Brookings

MEETING AGENDA

CITY COUNCIL

Monday, April 27, 2020, 7:00pm

City Hall Council Chambers, 898 Elk Drive, Brookings, OR 97415

CITY COUNCIL

A. Call to Order

B. Pledge of Allegiance

C. Roll Call

D. Scheduled Public Appearances

(Informational presentations to Council on non-agenda items – 10 minute limit per person.)

1. Court Boice

E. Oral Requests and Communications from the audience

(*Public Comments on non-agenda items – five (5) minute limit per person, please submit Public Comment Form in advance)

F. Consent Calendar

1. Approve Council minutes for April 13, 2020 [Pg 3]
2. Receive monthly financial report for March 2020 [Pg.5]

G. Staff Reports/Public Hearings/Ordinances/Resolutions/Final Orders

1. Letter of Support to retain Countour Airlines as the air carrier at Del Norte County Regional Airport [Pg 11]
 - a. Draft letter of support-DOT [Pg.12]
 - b. Gary Milliman Memo, April 3, 2020 [Pg.14]
 - c. BCRAA staff report, March 26, 2020 [Pg.16]
 - d. Boutique Air Proposal, March 26, 2020[Pg.21]
2. IGA – Curry County Multi-Jurisdictional Natural Hazard Mitigation Plan Update [Pg.31]
 - a. Agreement [Pg. 32]
3. Insurance Agent of Record Contract Extension [Pg. 56]
 - a. Addendum #1 To Extend Insurance Agent of Record Contract [Pg. 57]
 - b. June 26, 2017, Council Agenda Report [Pg. 58]
4. Banner brackets for downtown light poles [Pg. 67]
 - a. Banner photo [Pg. 68]
 - b. Estimate from Temple Display [Pg. 69]
5. Update on Plans to reopen Public Life and Business

H. Informational Non-Action Items

I. Remarks from Mayor and Councilors

J. Adjournment

*Public Comment forms and the agenda packet are available on-line at www.brookings.or.us, at Brookings City Hall and at Chetco Community Public Library. Return completed Public Comment forms to the City Recorder before the start of the meeting or during regular business hours.

All public meetings are held in accessible locations. Auxiliary aids will be provided upon request with at least 72 hours advance notification. Please contact 469-1102 if you have any questions regarding this notice.

Due to the COVID-19 virus, meeting participants in the council chambers will be limited and social distancing of six (6) feet will be required and maintained. If you would like to view the City Council Meeting live, you can via:

- Television – Charter Channel 181

- Internet – Go to the City of Brookings website at <http://www.brookings.or.us>

City of Brookings
CITY COUNCIL MEETING MINUTES
City Hall Council Chambers, 898 Elk Drive, Brookings, OR 97415
Monday, April 13, 2020

Call to Order

Mayor Pieper called the meeting to order at 7:03 PM

Roll Call

Council Present: Mayor Jake Pieper, Councilors Brad Alcorn, Brent Hodges, John McKinney, and Ron Hedenskog; a quorum present.

Staff present: City Manager Janell Howard, Public Works and Development Services Director Anthony Baron, Public Works and Development Services Deputy Director Jay Trost and Deputy Recorder Amber Nalls, Visitor Center Averil Carroll.

Media Present: None

Others Present: 1 audience members

Ceremonies

1. National Safe Boating Week Proclamation
 - a. Mayor Pieper read and proclaimed the Proclamation
2. Resignation of Alyshia Pacino from Budget Committee #3

Councilor Hedenskog moved, Councilor Hodges seconded and Council voted unanimously to accept the resignation of Alyshia Pacino from Budget Committee.

Consent Calendar

1. Approve Council minutes for March 26, 2020
2. Accept Planning Commission minutes for February 4, 2020
3. Approve Council Special minutes for April 6, 2020

Councilor Hedenskog moved, Councilor Hodges seconded, and Council voted unanimously to approve the Consent Calendar.

Staff Reports

1. Request for Proposal (RFP) for the Management, Operation, and Maintenance of Salmon Run Golf Course
Jay Trost presented the staff report.

Councilor Alcorn moved, Councilor Hedenskog seconded and Council voted unanimously to authorize the City Manager to solicit RFP's for the management, operation, and maintenance of Salmon Run Golf Course.

Remarks from Mayor and Councilors

None

Adjournment

Councilor McKinney moved, Councilor Hodge seconded and Council voted unanimously to adjourn the meeting at 7:12 PM.

Respectfully submitted:

ATTESTED:
this 27th day of April, 2020:

Jake Pieper, Mayor

Janell K. Howard, City Recorder

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 9 MONTHS ENDING MARCH 31, 2020

GENERAL FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
TAXES	3,236,390.00	108,043.30	3,058,550.61	177,839.39	94.5
LICENSES AND PERMITS	128,000.00	24,749.54	130,024.26	(2,024.26)	101.6
INTERGOVERNMENTAL	286,800.00	22,044.72	133,018.95	153,781.05	46.4
CHARGES FOR SERVICES	246,000.00	15,469.52	241,078.47	4,921.53	98.0
OTHER REVENUE	197,383.00	19,715.13	179,867.33	17,515.67	91.1
TRANSFERS IN	517,067.00	.00	.00	517,067.00	.0
	<u>4,611,640.00</u>	<u>190,022.21</u>	<u>3,742,539.62</u>	<u>869,100.38</u>	<u>81.2</u>
<u>EXPENDITURES</u>					
JUDICIAL:					
PERSONAL SERVICES	31,872.00	798.74	15,971.98	15,900.02	50.1
MATERIAL AND SERVICES	12,850.00	425.42	4,459.50	8,390.50	34.7
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	<u>44,722.00</u>	<u>1,224.16</u>	<u>20,431.48</u>	<u>24,290.52</u>	<u>45.7</u>
FINANCE AND ADMINISTRATION:					
PERSONAL SERVICES	349,616.00	27,095.93	252,438.49	97,177.51	72.2
MATERIAL AND SERVICES	175,200.00	20,367.20	98,710.05	76,489.95	56.3
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	<u>524,816.00</u>	<u>47,463.13</u>	<u>351,148.54</u>	<u>173,667.46</u>	<u>66.9</u>
POLICE:					
PERSONAL SERVICES	2,240,968.00	183,683.02	1,679,360.23	561,607.77	74.9
MATERIAL AND SERVICES	183,300.00	6,029.78	103,251.72	80,048.28	56.3
CAPITAL OUTLAY	.00	.00	13,000.00	(13,000.00)	.0
DEBT SERVICE	67,867.00	4,452.31	54,377.72	13,489.28	80.1
TRANSFERS OUT	.00	.00	.00	.00	.0
	<u>2,492,135.00</u>	<u>194,165.11</u>	<u>1,849,989.67</u>	<u>642,145.33</u>	<u>74.2</u>
FIRE:					
PERSONAL SERVICES	207,351.00	16,753.65	154,096.30	53,254.70	74.3
MATERIAL AND SERVICES	100,000.00	4,157.68	68,980.94	31,019.06	69.0
CAPITAL OUTLAY	.00	.00	.00	.00	.0
DEBT SERVICE	30,579.00	.00	30,579.01	(.01)	100.0
TRANSFERS OUT	.00	.00	.00	.00	.0
	<u>337,930.00</u>	<u>20,911.33</u>	<u>253,656.25</u>	<u>84,273.75</u>	<u>75.1</u>

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 9 MONTHS ENDING MARCH 31, 2020

GENERAL FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
PLANNING AND BUILDING:					
PERSONAL SERVICES	228,662.00	16,019.52	152,850.11	75,811.89	66.9
MATERIAL AND SERVICES	90,800.00	393.43	15,671.61	75,128.39	17.3
CAPITAL OUTLAY	.00	.00	.00	.00	.0
TRANSFERS OUT	.00	.00	.00	.00	.0
	319,462.00	16,412.95	168,521.72	150,940.28	52.8
PARKS & RECREATION:					
PERSONAL SERVICES	270,876.00	18,017.37	177,764.25	93,111.75	65.6
MATERIAL AND SERVICES	105,500.00	10,863.06	85,417.61	20,082.39	81.0
CAPITAL OUTLAY	35,000.00	.00	24,068.82	10,931.18	68.8
DEBT SERVICE	74,384.00	4,031.88	36,286.92	38,097.08	48.8
TRANSFERS OUT	.00	.00	.00	.00	.0
	485,760.00	32,912.31	323,537.60	162,222.40	66.6
FINANCE AND HUMAN RESOURCES:					
PERSONAL SERVICES	.00	.00	.00	.00	.0
MATERIAL AND SERVICES	.00	.00	.00	.00	.0
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	.00	.00	.00	.00	.0
SWIMMING POOL:					
PERSONAL SERVICES	71,087.00	.00	67,385.97	3,701.03	94.8
MATERIAL AND SERVICES	39,000.00	13.52	23,494.31	15,505.69	60.2
CAPITAL OUTLAY	.00	.00	919.97	(919.97)	.0
	110,087.00	13.52	91,800.25	18,286.75	83.4
NON-DEPARTMENTAL:					
MATERIAL AND SERVICES	161,600.00	6,287.05	65,029.86	96,570.14	40.2
CAPITAL OUTLAY	.00	.00	.00	.00	.0
TRANSFERS OUT	622,239.00	.00	.00	622,239.00	.0
CONTINGENCIES AND RESERVES	632,889.00	.00	.00	632,889.00	.0
	1,416,728.00	6,287.05	65,029.86	1,351,698.14	4.6
	5,731,640.00	319,389.56	3,124,115.37	2,607,524.63	54.5
	(1,120,000.00)	(129,367.35)	618,424.25	(1,738,424.25)	55.2

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 9 MONTHS ENDING MARCH 31, 2020

STREET FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
INTERGOVERNMENTAL	795,000.00	35,598.70	321,903.52	473,096.48	40.5
OTHER REVENUE	14,650.00	882.00	10,175.24	4,474.76	69.5
TRANSFER IN	.00	.00	.00	.00	.0
	<u>809,650.00</u>	<u>36,480.70</u>	<u>332,078.76</u>	<u>477,571.24</u>	<u>41.0</u>
<u>EXPENDITURES</u>					
EXPENDITURES:					
PERSONAL SERVICES	208,899.00	16,139.22	147,751.12	61,147.88	70.7
MATERIAL AND SERVICES	208,000.00	27,129.78	89,593.27	118,406.73	43.1
CAPITAL OUTLAY	329,450.00	.00	1,586.00	327,864.00	.5
DEBT SERVICE	22,149.00	1,356.89	13,407.37	8,741.63	60.5
TRANSFERS OUT	156,747.00	.00	.00	156,747.00	.0
CONTINGENCIES AND RESERVES	119,405.00	.00	.00	119,405.00	.0
	<u>1,044,650.00</u>	<u>44,625.89</u>	<u>252,337.76</u>	<u>792,312.24</u>	<u>24.2</u>
	<u>1,044,650.00</u>	<u>44,625.89</u>	<u>252,337.76</u>	<u>792,312.24</u>	<u>24.2</u>
	<u>(235,000.00)</u>	<u>(8,145.19)</u>	<u>79,741.00</u>	<u>(314,741.00)</u>	<u>33.9</u>

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 9 MONTHS ENDING MARCH 31, 2020

WATER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
SOURCE 03	.00	.00	.00	.00	.0
CHARGES FOR SERVICES	1,725,000.00	99,611.49	1,287,915.58	437,084.42	74.7
OTHER INCOME	53,000.00	2,755.00	44,096.34	8,903.66	83.2
TRANSFERS IN	.00	.00	.00	.00	.0
	<u>1,778,000.00</u>	<u>102,366.49</u>	<u>1,332,011.92</u>	<u>445,988.08</u>	<u>74.9</u>
<u>EXPENDITURES</u>					
WATER DISTRIBUTION:					
PERSONAL SERVICES	372,792.00	30,468.44	269,149.03	103,642.97	72.2
MATERIAL AND SERVICES	173,900.00	15,823.02	114,736.22	59,163.78	66.0
CAPITAL OUTLAY	50,000.00	.00	35,214.72	14,785.28	70.4
DEBT SERVICE	8,378.00	.00	3,706.82	4,671.18	44.2
TRANSFERS OUT	24,000.00	.00	.00	24,000.00	.0
	<u>629,070.00</u>	<u>46,291.46</u>	<u>422,806.79</u>	<u>206,263.21</u>	<u>67.2</u>
WATER TREATMENT:					
PERSONAL SERVICES	25,442.00	1,984.00	18,357.69	7,084.31	72.2
MATERIAL AND SERVICES	470,608.00	37,323.55	319,981.35	150,626.65	68.0
CAPITAL OUTLAY	10,000.00	.00	.00	10,000.00	.0
DEBT SERVICE	3,712.00	.00	3,706.82	5.18	99.9
TRANSFERS OUT	939,649.00	.00	.00	939,649.00	.0
CONTINGENCIES AND RESERVES	179,519.00	.00	.00	179,519.00	.0
	<u>1,628,930.00</u>	<u>39,307.55</u>	<u>342,045.86</u>	<u>1,286,884.14</u>	<u>21.0</u>
DEPARTMENT 24:					
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.0</u>
	<u>2,258,000.00</u>	<u>85,599.01</u>	<u>764,852.65</u>	<u>1,493,147.35</u>	<u>33.9</u>
	<u>(480,000.00)</u>	<u>16,767.48</u>	<u>567,159.27</u>	<u>(1,047,159.27)</u>	<u>118.2</u>

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 9 MONTHS ENDING MARCH 31, 2020

WASTEWATER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
REVENUE					
SOURCE 03	(4,500.00)	.00	.00	(4,500.00)	.0
CHARGES FOR SERVICES	3,220,300.00	249,594.46	2,359,943.11	860,356.89	73.3
OTHER REVENUE	20,000.00	.00	12,340.85	7,659.15	61.7
TRANSFER IN	.00	.00	.00	.00	.0
	3,235,800.00	249,594.46	2,372,283.96	863,516.04	73.3

EXPENDITURES

WASTEWATER COLLECTION:

PERSONAL SERVICES	572,588.00	44,255.10	402,845.62	169,742.38	70.4
MATERIAL AND SERVICES	218,900.00	8,519.13	79,662.50	139,237.50	36.4
CAPITAL OUTLAY	15,000.00	.00	.00	15,000.00	.0
DEBT SERVICE	8,378.00	.00	3,706.82	4,671.18	44.2
TRANSFERS OUT	189,319.00	.00	.00	189,319.00	.0
	1,004,185.00	52,774.23	486,214.94	517,970.06	48.4

WASTEWATER TREATMENT:

PERSONAL SERVICES	38,478.00	2,976.06	27,538.89	10,939.11	71.6
MATERIAL AND SERVICES	929,139.00	72,398.32	632,550.99	296,588.01	68.1
CAPITAL OUTLAY	.00	.00	.00	.00	.0
DEBT SERVICE	3,712.00	.00	3,706.82	5.18	99.9
TRANSFERS OUT	1,446,118.00	.00	.00	1,446,118.00	.0
CONTINGENCIES AND RESERVES	318,668.00	.00	.00	318,668.00	.0
	2,736,115.00	75,374.38	663,796.70	2,072,318.30	24.3
	3,740,300.00	128,148.61	1,150,011.64	2,590,288.36	30.8
	(504,500.00)	121,445.85	1,222,272.32	(1,726,772.32)	242.3

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 9 MONTHS ENDING MARCH 31, 2020

URBAN RENEWAL AGENCY FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
TAXES	608,795.00	17,155.86	543,674.24	65,120.76	89.3
INTERGOVERNMENTAL	.00	.00	.00	.00	.0
OTHER REVENUE	2,000.00	.31	2,651.87	(651.87)	132.6
TRANSFERS IN	.00	.00	.00	.00	.0
	<u>610,795.00</u>	<u>17,156.17</u>	<u>546,326.11</u>	<u>64,468.89</u>	<u>89.5</u>
<u>EXPENDITURES</u>					
GENERAL:					
PERSONAL SERVICES	.00	.00	.00	.00	.0
MATERIAL AND SERVICES	35,000.00	.00	3,684.32	31,315.68	10.5
CAPITAL OUTLAY	310,056.00	.00	.00	310,056.00	.0
DEBT SERVICE	.00	.00	.00	.00	.0
TRANSFERS OUT	450,739.00	.00	.00	450,739.00	.0
CONTINGENCIES AND RESERVES	.00	.00	.00	.00	.0
	<u>795,795.00</u>	<u>.00</u>	<u>3,684.32</u>	<u>792,110.68</u>	<u>.5</u>
DEPARTMENT 20:					
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.0</u>
DEPARTMENT 22:					
MATERIAL AND SERVICES	.00	.00	.00	.00	.0
DEBT SERVICE	.00	.00	.00	.00	.0
	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.0</u>
DEPARTMENT 24:					
CONTINGENCIES AND RESERVES	.00	.00	.00	.00	.0
	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.0</u>
	<u>795,795.00</u>	<u>.00</u>	<u>3,684.32</u>	<u>792,110.68</u>	<u>.5</u>
	<u>(185,000.00)</u>	<u>17,156.17</u>	<u>542,641.79</u>	<u>(727,641.79)</u>	<u>293.3</u>

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: April 27, 2020

Originating Dept: City Manager

Signature (submitted by)



City Manager Approval

Subject:

Letter of Support to retain Contour Airlines as the air carrier at Del Norte County Regional Airport.

Recommended Motion:

Motion to authorize the Mayor to sign a letter to the Department of Transportation supporting the Border Coast Regional Airport Authority's retention of Contour Airlines as the air carrier at Del Norte County Regional Airport.

Financial Impact:

None

Background/Discussion:

The Department of Transportation (DOT) solicited an Essential Air Service proposal and received one response, from Boutique Air. Currently the Del Norte County Regional Airport is served by Contour Airlines under an Alternate Essential Air Service grant awarded to Border Coast Regional Airport Authority (BCRAA) that is expiring on September 30, 2020.

BCRAA is not in favor of the proposal from Boutique Air and would like DOT to reject the proposal and solicit a proposal from Contour Airlines, the current carrier.

Gary Milliman is the City's representative on the BCRAA board and is asking for a support letter from the City.

Attachment(s):

- a. Draft letter of support - DOT
- b. Gary Milliman Memo, April 3, 2020
- c. BCRAA staff report, March 26, 2020
- d. Boutique Air Proposal, March 26, 2020

City of Brookings
898 Elk Dr.
Brookings, OR 97415

April 27, 2020

United States Department of Transportation
OST - Office of Aviation Analysis
Attn: Mark Raggio

Transmitted electronically: mark.raggio@dot.gov

Re: DOT-OST-1997-2649

Dear Mr. Raggio,

Thank you for the opportunity to provide community input into the selection of an Essential Air Service (EAS) carrier for the Del Norte County Regional Airport in Crescent City, California. We are aware that your office recently posted an order requesting proposals for EAS at Crescent City and understand that one response was received from Boutique Airlines. At this time we wish to express our desire for the Department of Transportation (DOT) to reject the proposal from Boutique Airlines.

For the past two years, this community has been capably served by Contour Airlines under an Alternate Essential Air Service grant awarded to the Border Coast Regional Airport Authority (BCRAA) on behalf of the community. It is our understanding that this grant will expire on September 30, 2020, and that the DOT was soliciting proposals from EAS carriers in anticipation of the expiration of that grant.

The BCRAA is a Joint Powers Authority composed of two cities, two counties and two tribal governments in two states including the City of Brookings. At their regular meeting on April 2, 2020, the BCRAA Board of Commissioners unanimously voted to recommend to DOT that the Boutique proposal be rejected and concurrently directed staff to solicit a proposal from Contour as well as develop and submit an application for the Alternate EAS program to your office.

Our specific objections to the Boutique proposal include:

- Offering service by using eight-to-nine-passenger aircraft is not conducive to building the service. Many people find using the small aircraft to be undesirable, and capacity is more limited, even with additional flights. We are concerned that this change will dampen the trend of increasing ridership.

- Changing carriers every two years does not provide the consistency needed to attract and sustain a passenger base. Customers become concerned about seemingly constant changes in carriers, and it takes time for customers to become acquainted and gain confidence in a new carrier. We believe a change in carriers at this time will also have a negative impact on passenger volumes.
- While we would welcome more frequent landings to build capacity, more frequent landings to accommodate current capacity is inefficient. There will be additional costs to the airport associated with additional landings without increasing the revenue base.
- Smaller aircraft will result in longer flight times, also a deterrent to using the service.

The BCRAA has been entrusted to represent this community in matters pertaining to aviation and, as such, we concur with the BCRAA in recommending that the Boutique proposal be rejected and that our community be allowed to continue in its successful participation in the AEAS program in partnership with Contour Airlines.

Respectfully,

Jake Pieper
Mayor

CC: Border Coast Regional Airport Authority



City of Brookings

898 Elk Drive, Brookings, OR 97415

(541) 412-1405

gmilliman@brookings.or.us

GARY MILLIMAN

City Manager Emeritus

Credentialed City Manager

International City Management Association

ICMA Career Excellence Award 2012

ICMA Management Innovation Award 1979

TO: Mayor and City Council

CC: City Manager

April 3, 2020

SUBJECT: April BCRAA Meeting

I participated in the April 2, 2020, Border Coast Regional Airport Authority meeting. The meeting was held via teleconference. The following items may be of interest.

- The U.S Department of Transportation (DOT) has issued a Request for Proposals for air carriers to serve the Del Norte County Regional Airport. The airport is currently served by Contour Airlines, who are interested in continuing. However, DOT decided to seek proposals in hopes of reducing the federal subsidy by attracting a different carrier. One proposal was received, from Boutique Airlines. Attached is the Boutique proposal and the related staff report.

Boutique is proposing more flights daily, but also proposes using eight and nine-passenger aircraft. This would increase flying time, and would increase airport costs for providing fire protection and other landing related expenses. More flights per day, but serving the same number of passengers. I spoke in opposition to the possible carrier change citing the following concerns:

1. I believe that customers are less likely to use the service if it involves flying in an 8-9 seat aircraft.
2. Contour has been providing the service for two years and has done a good job. Changing carriers every two years is detrimental to building/sustaining the service as it provides the public with a feeling of inconsistency.

The Board unanimously agreed with my views and directed the staff to advise DOT that retaining Contour as the carrier is our strong preference.

- While Contour was operating at 80 per cent capacity in February, March enplanements and deplanements took a nose dive as a result of COVID 19..Some flights toward the end of the month had no passengers; at least seven flights had 0-3 passengers. This is expected to reduce BCRAA revenue by at least \$100,000, and is also impacting related business at the airport...such as rental cars.
- Notified Del Norte County that BCRAA revenues will likely be insufficient to make the annual payment on the loan from the County which helped finance the new terminal.
- Again discussed potential litigation relating to an alleged violation of the federal Clean Water Act. Most of the allegations relate to technical alleged reporting violations. The litigation is being pursued by Eden Environmental Citizens Group LLC, based in Concord, California. Settlement talks are in progress.



Border Coast Regional Airport Authority

BOARD MEMO

DATE: March 26, 2020

AGENDA DATE: April 2, 2020

MEMO TO: Airport Authority Board of Commissioners

FROM: Randy Hooper, Airport Authority Director

SUBJECT: Essential Air Service Program Update

RECOMMENDATION FOR BOARD ACTION:

Receive update on DOT Request for Proposals for Essential Air Service.

SUMMARY:

The Department of Transportation (DOT) has issued an Order Requesting Proposals (Order 2020-2-4) for Essential Air Service (EAS) at Crescent City.¹ As the Board is aware we are currently receiving a grant from the DOT under the Alternate EAS (AEAS) program, in lieu of participating in the Basic EAS program, which is used to subsidize air carrier service under an agreement with Contour Airlines, a Part 135 (Charter-Type Service) carrier. The AEAS grant is a 30-month grant which expires on September 30, 2020.

In anticipation of our current AEAS grant's expiration later this year, and in order to maintain continuous service, DOT posted an order requesting proposals for EAS at Crescent City on February 6, 2020. In response to this order one proposal was received from Boutique Airlines. In their proposal Boutique offered two options (24 or 30 trips per week) which can be further separated into two sub-options by aircraft type (PC-12 or King Air 350) with service to Portland International Airport (PDX). Below is a summary:

- Option #1a: 24-weekly round trips to PDX via 8-passenger PC-12
- Option #1b: 24-weekly round trips to PDX via 9-passenger King Air 350
- Option #2a: 30-weekly round trips to PDX via 8-passenger PC-12
- Option #2b: 30-weekly round trips to PDX via 9-passenger King Air 350

DISCUSSION:

Since the time Boutique's proposal was submitted I have had several subsequent conversations with Boutique Airlines CEO Shawn Simpson and explained that while PDX is a good option for Crescent City 3 to 4 trips to PDX per day from Crescent City would not be preferable. Within Boutique's proposal they do indicate that up to two of the daily PDX trips could be provided to Oakland International (OAK) or Sacramento International (SMF). Based on the community survey we have learned that the community prefers service to OAK or SMF over PDX. When I explained this to Mr. Simpson he re-

¹ <https://www.regulations.gov/document?D=DOT-OST-1997-2649-0089&fbclid=IwAR0Po5feyUGnmo73rkf-i-3xVlxdw0i0icBprm3EP3g8YmVZZLnNZZwc754>

affirmed that it would be possible to accommodate this preference. He went on further to indicate that Boutique could potentially get creative and revise their proposal so that four round trip flights could be scheduled per day to OAK, SMF, and PDX. Mr. Simpson said he would follow up with a formal revised proposal that could possibly be under EAS or AEAS.

I have also spoken to Contour Airlines CEO Matt Chaifetz on several occasions since the DOT order was released and he has re-iterated his desire for Contour to remain at Crescent City. However, in any case, it appears that DOT will require an application for the AEAS program if the Board is inclined to retain Contour under an AEAS grant. Mr. Chaifetz has indicated that he could get creative to a certain point with his offering however he would need to know the subsidy amount that DOT would approve before he is able to provide any details on what could be possible. If the subsidy remains as what it currently is Contour would likely not be able to add any additional frequency or hubs beyond our current daily service to OAK.

At this time it appears that DOT is not favoring AEAS and has actually rejected applications from several communities who applied for new or continued AEAS such as Clovis, New Mexico whose City Council had selected and worked with Contour on developing an AEAS service for flights to Dallas-Fort Worth (DFW). In that case, the DOT rejected the AEAS proposal and selected an EAS carrier (Key Lime Air) who will provide service from Clovis to Denver, against the community's wishes.

During the last EAS cycle BCRAA was assisted by Volaire Aviation Consulting. We have again retained Volaire for assistance in navigating the EAS/AEAS process including analyzing the bid received from Boutique and in potentially developing an AEAS application should the Board desire to submit an AEAS application. Volaire understands that BCRAA is only interested in pursuing AEAS if it is possible to retain our current level of service or preferably expanding our current level of service. The agreement with Volaire provides an incentive for an AEAS grant application getting approved as well as an incentive for an AEAS grant application getting approved at a higher amount in order to allow for more flexibility in negotiating with the air carrier for more frequency and service hubs.

In order to accurately convey community preferences to DOT for commercial service we have developed a poll which is attached to this report. The poll asks questions that are pertinent to not only potential EAS carrier selection, such as preferred destination hub, but also service pattern and service frequency preferences which would be helpful in discussing an agreement with Contour (or another AEAS carrier) should we ultimately apply for and be awarded another AEAS grant. This poll has been publicized on our Facebook page, post on the *FlyCrescentCity* website, and distributed to various local government and civic organizations in order to obtain a wide range of input. The poll ran from February 25 through March 12 and, in total, 1,055 responses were received.

At this time, it appears that Boutique and Contour are both interested and capable of providing passenger service at Crescent City and we should continue to discuss options for best meeting the community's needs and preferences with each of them as proposals are finalized. DOT had initially set a 30-day comment period during which comments could be submitted that was to end on April 14th. Given the ongoing COVID-19 crisis DOT has agreed to extend the comment period for another 30-days to May 14th.

There are pros and cons with each carrier and in order to best understand the pros and cons of each I have developed a preliminary matrix which compares and contrasts each carrier. I will also be working with Voltaire on capturing relevant data and will provide this information to the Board over the course of the next month leading up to the next Board meeting. If possible, it would be ideal to have Boutique bring their aircraft to Crescent City and provide a presentation once they finalize their respective proposals based on the conversations taking place. In any event, unless additional considerations are provided related to the difficulties in conducting normal business under the current public health guidance on social distancing and sheltering in place I anticipate having a final recommendation before the Board at the next regular meeting in May with a recommended carrier under EAS or application for Alternate EAS.

ALTERNATIVES:

N/A

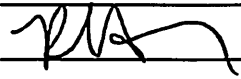
SIGNATURES REQUIRED:

N/A

FINANCING:

Department of Transportation (Essential Air Service program).

ADMINISTRATIVE SIGN-OFF:

- ☐ Airport Authority Counsel: _____
- ☒ Airport Authority Director:  _____
- ☐ Auditor-Controller: _____
- ☐ _____: _____

	Contour	Boutique
Aircraft	The ERJ-135 is a twin engine regional jet with seating for 30 passengers.	The PC-12 is a single engine turboprop with seating for 8 passengers. The King Air 350 is a twin engine turboprop with seating for 9 passengers.
Affiliation with major carrier	Contour has been in the process of implementing an interline agreement with American Airlines which allows transfer of baggage and purchase of tickets directly through American however this has not yet been fully implemented with regard to the ability for ticketing through American and major travel booking sites.	Boutique has a codeshare and interline agreement with United Airlines as well as an interline agreement with American Airlines. This is operational and allows Boutique passengers to book via United or American as well as the major travel booking sites (e.g. Travelocity, Kayak, etc.)
Fares	Contour's fares have increasingly risen since commencing operations at Crescent City and vary significantly from short term economy fares of \$189 to more normal economy fares of \$89 with infrequent "Super Saver" fares of \$49. A one way ticket from CEC to OAK booked one month ahead is presently approximately \$89 (economy) and \$201 (flexible).	A query of Boutique's online booking in various markets shows consistently low fares in multiple markets. A one way ticket from Merced to Sacramento, a comparable EAS flight, booked one month ahead is presently approximately \$29 (economy) and \$50 (flexible) while Pendleton to Portland, another EAS market, booked one month ahead is presently \$59 (economy) and \$89 (flexible).
Proposed Hub	Contour has successfully provided daily service to OAK where multiple connecting flights are available including Southwest who provide some of the consistently lowest fares amongst the major carriers. OAK has sterile access between its terminals meaning passengers would not need to be rescreened when transferring carriers between terminals unless they check baggage	Boutique has offered to provide service to OAK, SMF, and PDX. SMF does not have sterile access between terminals. At SMF Boutique operates out of Terminal B while their partner airlines, United and American are both located in Terminal A which would require re-screening for connecting passengers. At PDX Boutique does not have access to the sterile area in the terminal and shuttles passengers from the non-sterile gate to the terminal for screening. They have indicated they could move to the sterile area if enough demand exists (they presently have service between Pendleton and Portland with no screening). Boutique previously had service at OAK however do not currently. It is anticipated that our service at OAK would be in a sterile area similar to Contour's current arrangement.
Frequency	Contour would likely be limited by DOT's cap on the AEAS grant to only one flight per day however DOT may consider raising the AEAS grant amount based on the proposal from Boutique for EAS being greater than the current AEAS grant amount. With one round trip per day connecting flights in OAK sometimes work and sometimes don't for many passengers. Getting additional frequency would allow for easier connections at OAK for passengers. From an airport operations perspective this does simplify matters including having adequate ARFF coverage for scheduled service.	Boutique has officially proposed 3+ or 4+ flights per day to PDX which would allow for greater flexibility in making connecting flights however they have indicated a willingness to provide similar frequency spread across additional hubs at OAK and SMF. The effect of this coupled with their code share with United and interline with American would theoretically allow for even greater flexibility in securing connecting flights in addition to the benefit of simply providing additional hubs for travelers desiring to travel to Portland and Sacramento (and Oakland). Having additional frequency would be a complication for the airport with regard to ensuring adequate ARFF coverage is available, particularly for late evening flights.

What We Are Entitled To
DOT Order 84-11-16 (Crescent City EAS-349)

1. No less than two daily round trip flights to San Francisco.
2. A minimum number of seats to and from Crescent City:
 - a. If a 9-seat (or less) aircraft is used we are entitled to 28 seats per day to and from.¹
 - b. If a 14-seat (or great) aircraft is used we are entitled to 23 seats per day to and from.²
3. Up to two intermediate stops are allowed.
4. Up to 25% of our capacity may be provided to Portland in lieu of San Francisco.

Among other things, basic EAS also requires:

1. Twin engine aircraft and two pilots.³
2. Pressurized cabins.⁴

¹ Functionally, this would mean at least four round trips per day on an 8 or 9-seat aircraft.

² Functionally, this would mean at least two round trips per day on a 14-seat aircraft.

³ 49 USC § 41732(b)(5)

⁴ 49 USC § 41732(b)(6)

Essential Air Service Proposal



Crescent City, CA

DOT-OST-1997-2649

March 26, 2020

About Boutique Air

Our Story

Headquartered in San Francisco, California, Boutique Air has been in operation since 2007. We began by flying fire surveillance missions for the U.S. Forestry Service and Bureau of Land Management. We evolved to provide air charter services across the west coast with our fleet of Pilatus and Cessna aircraft. As a charter operator we have received certifications from both industry-leading safety organizations, ARG/US and Wyvern. Boutique Air employs pilots that are highly experienced and hold the most advanced FAA ratings - a key reason for our continued perfect safety record.

In July of 2012, Boutique Air applied for commuter operating authority from the Department of Transportation. We quickly passed tests on financial fitness and management competency, receiving authority for scheduled service in January of 2014. We began flying scheduled service between Los Angeles and Las Vegas in January of 2014.

We have worked to develop effective distribution channels. We have connections in place with all of the major Global Distribution Systems (GDSs), which travel agents use to access the market. You will find us on Worldspan and Galileo (Travelport), Sabre, and Amadeus. In addition, we are on the major Online Travel Agencies (OTAs), including Expedia, Travelocity, Priceline, Orbitz, CheapTickets, and CheapOAir.

EAS Contracts

On April 22, 2014 Boutique Air received its first EAS contract when the DOT selected the airline to provide service between Clovis and DFW. Since then, we have continued our track record of success and now serve 16 different EAS communities and operate out of 27 different airports. Continuing on a path of successful growth in the EAS market, Boutique Air will begin service to Massena, NY in April of this year.

What People Are Saying About Boutique Air

*Boutique Air PC-12, one of the **best turboprop aircraft on the market!**... Give them a try!!*

-Tarek A. via Yelp.com

*We also feel that the PC-12 aircraft bid by Boutique Air presents the **safest and most comfortable option for the traveling public.***

-Hon. Mayor David Lansford in Recommendation Letter
City of Clovis, NM

*Flew with Boutique from LA to Vegas and back and must say I was extremely surprised. From the ease of check-in, To the flight itself, **the whole process was great.** Price was competitive with any other airline out there. I plan on flying boutique for all my Vegas outings, and may even look into renting the whole plane for a group trip. Thanks Boutique!*

-Kevin J. via Yelp.com

*We find that Boutique Air is fit, willing and able to operate as a commuter air carrier, and capable of providing reliable **Essential Air Service...***

-Susan L. Kurland in Clovis EAS Award
Asst. Sec. for Aviation and International Affairs
US DOT

Right now Boutique Air is a very cool secret.

-Examiner.com

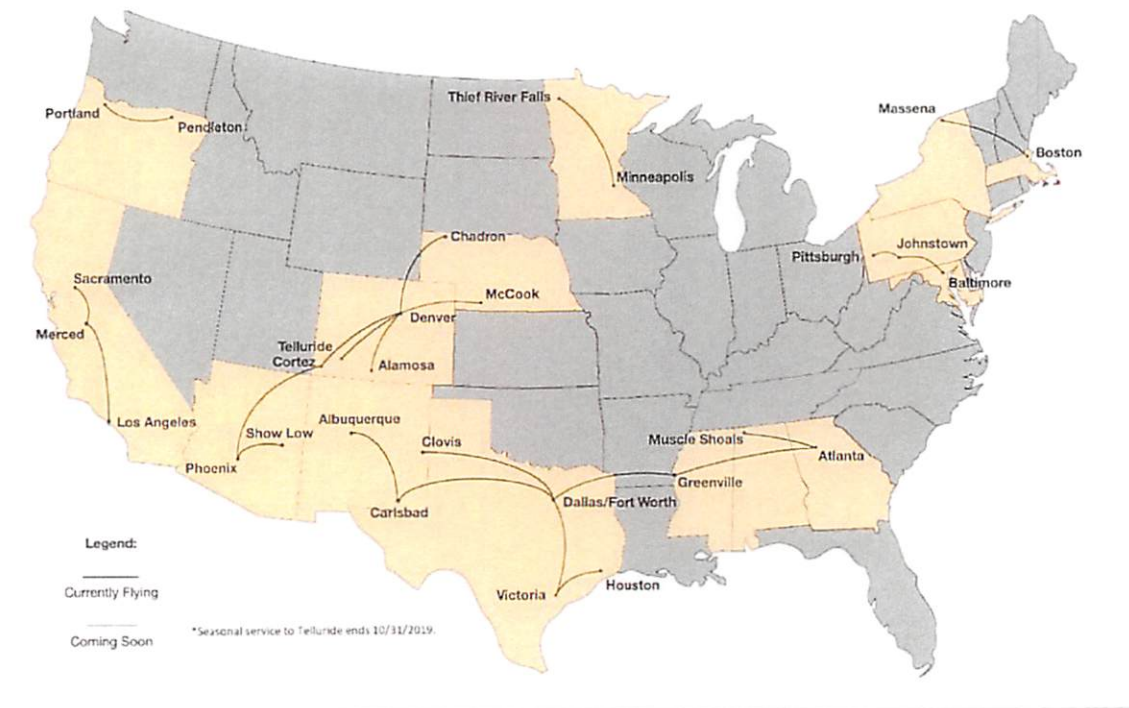
*Flew with Boutique Air from LA to Las Vegas round trip and it was a great experience. **Good service, on time departures, and a hassle free and nice way to travel in general.** A really nice pilot and copilot as well.*

-Patrick S. via Yelp.com

Smooth flights and personable staff are part of the experience...

-Clovis News Journal

Route Map



Aircraft:

Boutique Air currently operates a modern fleet of Pilatus PC-12 and Beechcraft King Air 350 aircraft. All flights are flown by Captains with over 1,200 hours of flight experience and an instrument rating. While we are certified to fly single pilot we opt to fly with a two pilot crew. Boutique Air ensures pilots provide a level of customer service beyond that of normal commercial airlines.

- 8 Passenger Executive Configuration or 9 Passenger Commuter Configuration
- Pressurized Cabin
- Power Outlets
- Enclosed Lavatory



Proposal

Overview

Our proposals would be flown in eight or nine-seat, modern, pressurized Pilatus PC-12 or King Air 350. The term is two years, with a four year option.

In order to increase brand recognition in the community, Boutique Air will spend at least \$20,000 per year if it is selected for advertising & marketing to help ensure that air service for the community is a success. We will utilize a combination of radio, print, billboard, TV, and internet advertising.

Note on Service Start Date

Boutique Air will begin service 60-90 days after the DOT issues the order selecting Boutique Air as the EAS carrier. Boutique air will start service as early as operationally possible.

Note on Destinations

Up to two Portland round trips can go to Oakland or Sacramento at no subsidy change.

Note on Interline Agreements

Boutique Air launched its interline and codeshare agreement with United Airlines on May 1, 2017. Customers now have flow-through ticketing and baggage capabilities for those flights that connect with United Airlines. In addition Boutique Air has an interline agreement with American Airlines as of August 7, 2019. Passengers will be able to book through United.com and AA.com and connect with any of United or American flights. Below are screenshots of our current service as reflected on United and American Airlines websites both domestic and international.

Community Input

Shortly after the bids are complete, Boutique Air will schedule meetings with airport and/or city officials. This will allow us to answer any questions and provide additional information.

While we can't promise we will be able to implement everyone's suggestions, we welcome feedback from the community, as well as anyone who may have an interest in the proposed flights. What we can promise is that we will listen to your feedback, and give it the attention and consideration it deserves.

With respect and appreciation,

Shawn Simpson
CEO

Crescent City, CA

Option 1: 24 Weekly Nonstop Roundtrips CEC-PDX & SMF/OAK

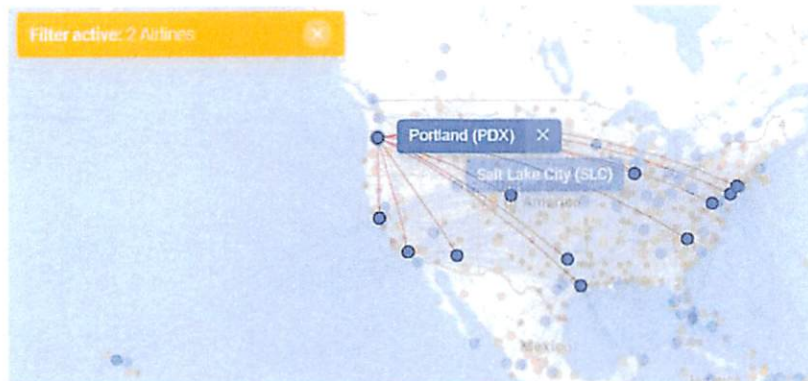
Operations	<u>PC-12</u>	<u>King Air 350</u>
Scheduled Flights	2,496	2,496
Completed Flights (98%)	2,446	2,446
Scheduled Block Hours	3,411	3,121
Scheduled Seats	19,968	22,464
Scheduled ASMs	5,511,168	6,200,064
Revenue		
Passengers	18,000	1900
Average Fare	\$82	\$110
Fare Revenue	\$1,467,000	\$2,090,000
Total Revenue	\$1,467,000	\$2,090,000
Expenses		
Fuel	\$1,074,528	\$1,763,505
Ownership	\$760,000	\$760,000
Maintenance and Reserves	\$1,500,928	\$1,763,505
Crew	\$596,960	\$546,218
Airport Rent	\$293,356	\$293,356
Landing Fees	\$91,291	\$131,040
Staff	\$281,000	\$281,000
Insurance	\$20,000	\$20,000
Marketing and Distribution	\$20,000	\$20,000
Other Indirect Costs	\$36,000	\$36,000
Total Costs	\$4,874,063	\$5,614,624
Profit Element	\$213,703	\$260,731
Margin	5.0%	5.0%
Total Subsidy Year 1	\$3,430,766	\$3,795,355
Total Subsidy Year 2	\$3,499,381	\$3,667,263
Total Subsidy Year 3	\$3,569,368	\$3,740,608
Total Subsidy Year 4	\$3,640,755	\$3,815,420

Crescent City, CA

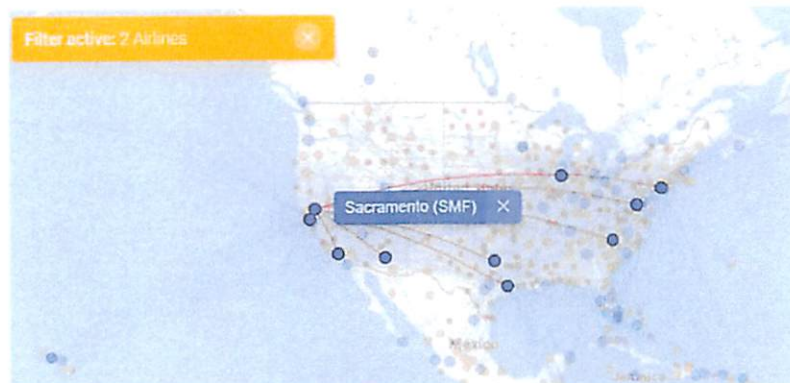
Option 2: 30 Weekly Nonstop Roundtrips CEC-PDX/SMF/OAK

Operations	<u>PC-12</u>	<u>King Air 350</u>
Scheduled Flights	3,120	3,120
Completed Flights (98%)	3,058	3,058
Scheduled Block Hours	4,576	3,902
Scheduled Seats	24,960	28,080
Scheduled ASMs	7,512,960	7,750,080
Revenue		
Passengers	20,000	20,774
Average Fare	\$90	\$110
Fare Revenue	\$1,800,00	\$2,285,140
Total Revenue	\$1,800,00	\$2,285,140
Expenses		
Fuel	\$1,441,440	\$2,204,381
Ownership	\$760,000	\$760,000
Maintenance and Reserves	\$2,013,440	\$2,204,381
Crew	\$800,800	\$682,773
Airport Rent	\$245,356	\$293,356
Landing Fees	\$99,442	\$163,800
Staff	\$281,000	\$281,000
Insurance	\$20,000	\$20,000
Marketing and Distribution	\$20,000	\$20,000
Other Indirect Costs	\$36,000	\$36,000
Total Costs	\$5,717,478	\$6,665,691
Profit Element	\$285,874	\$333,285
Margin	5.0%	5.0%
Total Subsidy Year 1	\$4,193,352	\$4,703,836
Total Subsidy Year 2	\$4,277,219	\$4,797,912
Total Subsidy Year 3	\$4,362,763	\$4,893,870
Total Subsidy Year 4	\$4,450,018	\$4,991,747

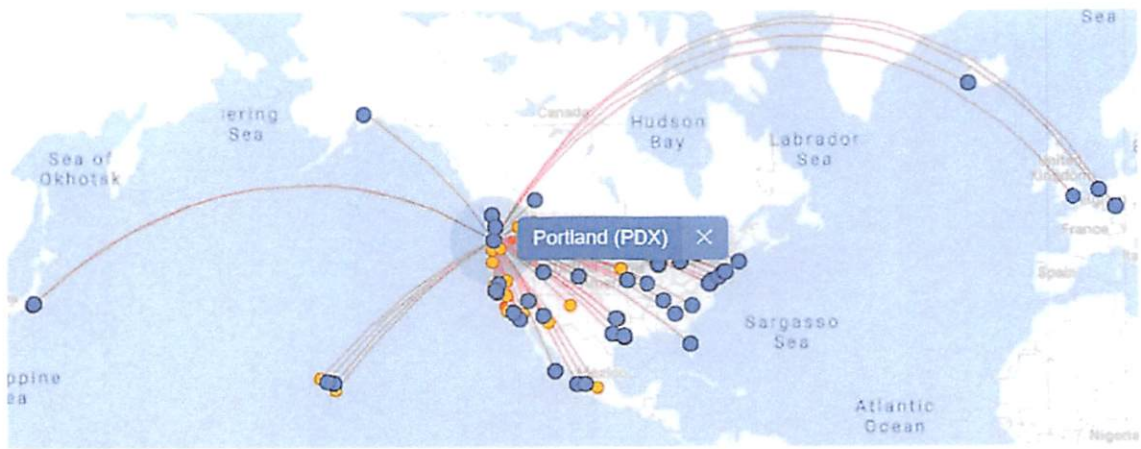
Possible Interline Connections - PDX (United and American)



Possible Interline Connections - SMF (United and American)



PDX Connections (All Airlines)



SMF Connections (All Airlines)

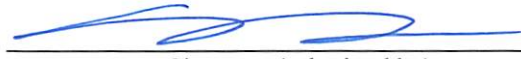



CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: April 27, 2020

Originating Dept: PW/DS


Signature (submitted by)

City Manager Approval

Subject: IGA - Curry County Multi-Jurisdictional Natural Hazard Mitigation Plan Update

Motion: Authorize City Manager to execute an Intergovernmental Agreement with the State of Oregon Department of Land Conservation and Development in order to participate in the Curry County Multi-Jurisdictional Natural Hazard Mitigation Plan Update.

Financial Impact: None

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

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

Curry County's Multi-Jurisdictional NHMP will expire on May 25, 2021. DLCD has received a FEMA Pre-Disaster Mitigation grant to assist Curry County, the Cities of Brookings, Gold Beach, and Port Orford, the Curry Fire Defense Board, and the Ports of Port Orford, Gold Beach, and Brookings-Harbor ("Jurisdictions") with updating the Curry County Multi-Jurisdictional NHMP. The grant's performance period is from October 1, 2018 through April 1, 2022.

Staff is recommending the execution of the IGA in order to formalize a working relationship with DLCD and the other jurisdictions within Curry County.

Attachments:

a. Agreement

INTERGOVERNMENTAL AGREEMENT

This Agreement is between the State of Oregon acting by and through its Department of Land Conservation and Development (“DLCD”) and the City of Brookings (“CITY”), each a “Party”.

1. Authority

This Agreement is authorized by ORS 190.110.

2. Effective Date and Duration

This Agreement is effective on the date of the last signature (“Effective Date”), and terminates on March 31, 2022, unless terminated earlier in accordance with Section 8.

3. Background

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

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Curry County’s Multi-Jurisdictional NHMP will expire on May 25, 2021. DLCD has received a FEMA Pre-Disaster Mitigation grant to assist Curry County, the Cities of Brookings, Gold Beach, and Port Orford, the Curry Fire Defense Board, and the Ports of Port Orford, Gold Beach, and Brookings-Harbor (“Jurisdictions”) with updating the Curry County Multi-Jurisdictional NHMP. The grant’s performance period is from October 1, 2018 through April 1, 2022.

4. Purpose

The purposes of this Intergovernmental Agreement are to:

- (a) Formalize a working relationship between DLCD and the Jurisdictions that is to result in an updated Curry County Multi-Jurisdictional NHMP adopted by each Jurisdiction and approved by FEMA;
- (b) Ensure the Jurisdictions are aware that the grant supporting this project requires the final deliverable to be a FEMA-approved NHMP, and that to achieve FEMA approval the Jurisdictions must not only consider, but also adopt an NHMP that FEMA has agreed to approve; and

- (c) Ensure the Jurisdictions are aware of their responsibility to contribute financially to the Project using non-federal funds, and to track, document, and report its cost share as required.

5. Responsibilities of Parties

(a) Responsibilities of DLCD.

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

Specific DLCD responsibilities include:

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

(b) Responsibilities of County.

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

Specific Project responsibilities of the County Lead include:

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

(c) Responsibilities of the Jurisdictions:

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

Specific Project responsibilities of the Jurisdictions include:

- i. Attending and actively participating in Steering Committee meetings;
- ii. Providing data and information;
- iii. Engaging with internal and external stakeholders;
- iv. Executing the Project's public engagement program;
- v. Shepherding the plan through the public adoption process;
- vi. Tracking, accurately documenting, and reporting cost share as required;
- vii. Adopting a Plan that FEMA has agreed to approve; and
- viii. Performing any other Project work assigned to County, Cities, and Districts by Exhibit A.

6. Compensation and Costs

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

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

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

7. Project Contacts

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

DLCD's Project Contact is:

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

City of Brookings' Project Contact is:

Janell Howard, City Manager
City of Brookings
898 Elk Drive
Brookings, OR 97415
(541) 469-1102
jhoward@brookings.or.us

8. Termination

- (a) This Agreement may be terminated at any time by mutual written agreement of the Parties.
- (b) This Agreement may be terminated by either Party with 30 days advance written notice.

9. Non-Discrimination

In carrying out activities under this Agreement, no Party shall discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, disability, marital status, veteran status, disability or age. Each Party shall take affirmative actions to ensure that applicants for employment are employed and that employees are treated during

employment, without regard to their race, color religion, sex, sexual orientation, national origin, disability, marital status, veteran status, disability or age. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff of termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10. Non-Appropriation

DLCD's obligation to perform its duties under this Agreement is conditioned upon DLCD receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow DLCD, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any law limiting the activities, liabilities or monetary obligations of DLCD.

11. Representations and Warranties

The CITY represents and warrants that the making and performance by the COUNTY of this Agreement:

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

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

12. Records

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

13. Contribution

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

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

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

14. Subcontracting and Assignment

The Jurisdictions acknowledge that DLCD intends to hire contractors to perform tasks and responsibilities related to the deliverables listed in the Scope of Work, Exhibit A to this Agreement. The CITY shall not enter into any subcontract for any other work listed under this Agreement without written consent of DLCD.

15. Governing Law, Consent to Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between DLCD or any other agency or department of the State of Oregon, or both, and the CITY that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must, as mandated by federal law, be brought in a federal forum, then unless otherwise prohibited by law it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by any Party of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court.

16. Indemnification

Except as provided in Section 13 of this Agreement, each Party shall defend, save, hold harmless, and indemnify the other Party and the other Party's agencies, subdivisions, officers, directors, employees and agents from and against all claims, suits, actions, losses damages, liabilities, costs and expenses of any nature whatsoever (Claims), including attorney fees, resulting from, arising out of, or relating to the acts or omissions of the indemnifying Party's officers, employees, or agents under this Agreement. Any indemnity by DLCD under this Section shall be subject to the limitations of Article XI, Section 7 of the Oregon Constitution and the Oregon Tort Claims Act, 30.260 to 30.300. Any indemnity by the CITY shall be subject to the limitations of Article XI, Section 12 of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 to 30.300.

17. Insurance

Each Party shall be responsible for providing workers' compensation insurance as required by law for its covered workers. Neither Party shall be required to provide or show proof of self-insurance, workers' compensation or any other insurance coverage.

18. Severability

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

19. Compliance With Law

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

20. Force Majeure

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

21. No Third Party Beneficiary

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

22. Merger, Waiver and Modification

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

23. Amendments

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

24. Acknowledgment of Funds and Copyright

(a) Acknowledgment of Funds.

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

(b) Copyright.

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

25. Survival

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

26. Interpretation

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

27. Counterparts

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

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

Curry County Multi-Jurisdictional Natural Hazards Mitigation Plan Update

DLCD IGA #: 19074

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CITY OF BROOKINGS

APPROVED AS TO FORM:

Janell Howard, City Manager

Name & Title

Date

Date

**DEPARTMENT OF LAND CONSERVATION
AND DEVELOPMENT (DLCD)**

Jim Rue, Director

Date

Multi-Jurisdictional Natural Hazards Mitigation Plan (MJNHMP) Update for Curry County, the Cities of Brookings, Gold Beach, and Port Orford, the Curry Fire Defense Board, and the Ports of Brookings-Harbor, Gold Beach, and Port Orford.

Scope of Work

PROJECT DESCRIPTION

The purpose of this Scope of Work (SOW) is to review and update Curry County's Multi-Jurisdictional NHMP (MJNHMP) such that it is adopted by Curry County (COUNTY), Cities of Brookings, Gold Beach, and Port Orford (CITIES), Curry Fire Defense Board, and the Ports of Port Orford, Gold Beach, and Brookings-Harbor (DISTRICTS), collectively "JURISDICTIONS," and ultimately approved by the Federal Emergency Management Agency (FEMA). The update process may include drafting new NHMPs for cities and special districts who have not participated previously.

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

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

The planning process will be open and transparent. All meetings will be duly advertised and open to the public. Each Steering Committee (SC) agenda will include time for public input. Effort during this update will be focused on including maps that illustrate risk, better addressing changes in development, and better documenting how the plan has functioned since its adoption, as well as updating the action plans and hazards within the MJNHMP.

PHASE 1: ORGANIZE

Purpose

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

Task 1: Prepare a Draft Intergovernmental Agreement (IGA)

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

DELIVERABLES

DLCD 1. Draft IGA for review by COUNTY

Target Date: September 2019

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

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

DELIVERABLES

DLCD 1. Draft SOW

Target Date: September 2019

Task 3: Develop a Project Schedule

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

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

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

DELIVERABLES

DLCD 1. Draft Project Schedule

Target Date: September 2019

Task 4: Coordinate with COUNTY

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

Meet remotely or in person with COUNTY and:

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

J.

Table 1: ALLOCATION of BASIC RESPONSIBILITIES and TASKS

Responsibility/Task	DLCD	COUNTY	CITIES	SPECIAL DISTRICTS
Steering Committee Meetings				
• Prepare and distribute agenda 7-10 days prior to meetings via email. If a SC member does not have access to email, JURISDICTIONS will ensure the member receives a hard copy 5 days prior to meetings.	X	Assist	Assist	Assist
• Prepare handouts. If appropriate, distribute handouts 7-10 days prior to meetings via email. If a SC member does not have access to email, JURISDICTIONS will ensure the member receives a hard copy 5 days prior to meetings.	X	Assist	Assist	Assist
• Provide language for public notice of meetings if requested.	X			
• Lead and facilitate meetings.	X	Assist		
• Prepare and distribute meeting notes.	X			
• Engage with local internal and external stakeholders about the project and bring their input back to the committee discussions.		X	X	X
Public Engagement Program				
• Execute Public Engagement Program.	Assist	X	X	X
• Lead public engagement meetings and events.	Assist	X	X	X
• Facilitate public engagement meetings and events.	X	Assist	Assist	Assist
• Provide public notice of meetings and events through a variety of means.	Assist	X	X	X
• Shepherd MJNHMP through Planning Commission, Board and Council work sessions and adoption process.	Assist	X	X	X
Plan Development				
• Gather hazard and vulnerability data, existing plans, studies, reports, and technical information.	X	X	X	X
• Provide information on climate change and its influence on hazards.	X			
• Provide GIS services.		X	X	X
• Provide assessor data.		X		
• Provide other data and information.		X	X	X
• Analyze data.	X	Assist	Assist	Assist
• Write plan sections.	X	Assist	Assist	Assist
• Review plan sections.	X	X	X	X
• Edit plan sections.	X	Assist	Assist	Assist
• Finalize plan.	X			
Administrative Functions				

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Responsibility/Task	DLCD	COUNTY	CITIES	SPECIAL DISTRICTS
• Publish notice of meetings and events 7-10 days prior to date of occurrence.		X	X	X
• Print agenda, sign-in sheet and handouts for meetings. DLCD will print color and 11x17 handouts only if none of the JURISDICTIONS has capability and no commercial printer with capability is reasonably available.	Assist	X	X	X
• Develop and maintain during the update and after completion an interactive project web page and link to that page on the jurisdiction's home page.		X	X	X
• Establish and maintain a listserv, email service, or dedicated email address accessible on the project web page for communication with the public (e.g., distribute news, receive comments).		X	X	X
• Jurisdictions without web access will commit to other methods for ensuring the project information is made available to the public in a timely manner.		X	X	X
• Track and accurately report cost-share in the required format at least quarterly by the deadline set by DLCD.		X	X	X
• Document the planning process by keeping copies of all agendas, sign-in sheets, notices, publications, web page updates, etc. for inclusion in the updated MJNHMP.	X	X	X	X
• Monitor and adjust project schedule.	X	Assist		
• Handle Logistics (space reservations, supplies, copies, audio/visual equipment, etc.) for Steering Committee meetings, public engagement meetings and events, etc. occurring in your jurisdiction.		X	X	X

DELIVERABLES

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

2. Initial Draft Stakeholder Roster

Target Date: February 2020

Task 5 Invite and Confirm Participants

In accordance with the method and roles determined in Task 4, (A) invite cities and special districts, to participate and appoint SC members and alternates. **Members will serve as their jurisdictions' official contact for the project;** (B) Provide the IGA and Draft SOW to CITIES and DISTRICTS for review, noting that the IGA is not open to substantive revisions; and (C) invite stakeholders to participate. Confirm responses.

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

DELIVERABLES

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

Target Date: March 2020

Task 6 Hold Organizational SC Meeting

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

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

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

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

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

DELIVERABLES

- DLCD
1. Final Scope of Work
 2. Final Project Schedule

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3. Final SC Roster
4. Final Stakeholder Roster
5. Final Table 1, Allocation of Basic Responsibilities and Tasks
6. Final Public Engagement Plan
7. Cost Share Documentation Forms and Instructions

Target Date: April 2020

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

Target Date: April 2020

PHASE 2: UPDATE THE CURRY COUNTY MULTI-JURISDICTIONAL NHMP

Purpose

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

Task 7 Review and Update the Risk Assessment

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

- A. To the extent data is available, describe the type, location, and extent (intensity) of each of the natural hazards to which it is subject and how they may be influenced by climate change.
- B. Identify significant previous occurrences of each hazard.
- C. Assess probability of future occurrence of each hazard.
- D. Describe the geographic (political and physical), social, economic, cultural and historic characteristics, land use, development trends, and changes in development.
- E. Identify NFIP-insured structures that have sustained repetitive flood damages.

- F. To the extent data is available, assess potential dollar losses to buildings, repetitive flood loss structures, infrastructure, and critical facilities from each hazard.
- G. Assess vulnerability to each hazard.
- H. To the extent reasonable based on limitations of data and analysis, present findings and indicate mitigation priorities.

DELIVERABLES

- SC 1. Plans, studies, reports, technical data and information available for review and potential incorporation into the risk assessment
- DLCD 1. Number of NFIP-insured structures in each jurisdiction including those having sustained repetitive losses and their respective dollar values
- 2. Coordinate and conduct group or individual meetings with DISTRICTS, if needed.
- Target Date: May-August 2020
- COUNTY 1. Coordinate up to two SC meetings.
- Target Dates: May-August 2020
- DLCD 1. Initial Draft Risk Assessment SC and public review
- Target Date: August-October 2020

Task 8 Public Review of Risk Assessment

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

DELIVERABLES

- SC 1. At least one opportunity for public comment completed.
- Target Date(s): October-December 2020
- DLCD 1. Draft comment matrix containing public comments and draft responses for SC review
- Target Date: January 2021
- DLCD 1. Final comment and response matrix

2. Second Draft Risk Assessment incorporating public comments and final comment and response matrix

Target Date: January 2021

Task 9 Review and Update the Mitigation Strategy

DLCD will lead the SC in reviewing and updating the mitigation strategy. The mitigation strategy is the blueprint for reducing the potential losses and vulnerabilities identified through the risk assessment. The mitigation strategy sets mitigation goals; establishes and prioritizes mitigation actions for each jurisdiction; establishes an implementation strategy for accomplishing each action; analyzes the capabilities of each jurisdiction for carrying out its mitigation actions; and describes a process for integrating the content of the MJNHMP into other planning mechanisms. Multi-jurisdictional mitigation actions may be established by some or all of the jurisdictions. For each jurisdiction, the Mitigation Strategy will:

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

Deliverables

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

Target Date: November 2020

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

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Target Dates: September 2020 – April 2021

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

Target Dates: January – February 2021

Task 10 Review and Update the Plan Maintenance Process

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

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

DELIVERABLES

- DLCD
1. Initial Draft Plan Maintenance Process for SC review
 2. Second Draft Plan Maintenance Process incorporating SC comments for public review

Target Date(s): January – April 2021

Task 11 Public Review of Mitigation Strategy and Plan Maintenance Process

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

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

DELIVERABLES

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

Target Date(s): January – March 2021

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

Target Date: February – March 2021

- DLCD
1. Final comment and response matrix incorporating SC comments

2. Second Draft Mitigation Strategy and Plan Maintenance Process
incorporating public comments and final comment and response matrix

Target Date: March – May 2021

Task 12 Document the Planning Process

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

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

DELIVERABLES

SC 1. Provide copies of web page updates, notices, publications, etc.

DLCD 1. Initial Draft Planning Process chapter and documentation for SC review

2. Second Draft Planning Process chapter incorporating SC comments

Target Date(s): October 2019 – March 2022

Task 13 Review and Update Remaining Chapters

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

DELIVERABLES

DLCD 1. Initial draft of remaining chapters or sections for SC review

2. Second draft of remaining chapters or sections incorporating SC comments

Target Date(s): May – July 2021

Task 14 Finalize Draft MJNHMP for State and Federal Review

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

DELIVERABLES

DLCD 1. Finalized Draft MJNHMP

Target Date: May – July 2021

PHASE 3: REVIEW AND APPROVAL PROCESS

Purpose

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

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

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

Task 15 Submit Draft MJNHMP for State and Federal Review

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

DELIVERABLES

DLCD 1. Submit finalized Draft MJNHMP with completed Local Mitigation Plan Review Tool to OEM.

2. Make any required changes in consultation with SC and resubmit until OEM and FEMA are satisfied that the draft MJNHMP is approvable as evidenced by receipt of FEMA's APA letter.

Target Date: Submittal to OEM:

August 16, 2021

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Required Changes Completed:	September 27, 2021
FEMA Review Completed:	November 19, 2021
APA Received:	December 16, 2021

Task 16 Adopt Final Draft MJNHMP

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

DELIVERABLES

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

Target Date:	Adoption Completed; Evidence to DLCD:	February 10, 2022
	DLCD Submit Evidence to OEM:	February 15, 2022
	FEMA Final Approval Received:	March 8, 2022
	Final Distribution:	March 22, 2022

SCHEDULE

Project Organization	May – December 2019
Plan Update	January 2020 – July 2021
Review and Approval Process	August 2021 – March 2022
Planning Process Documentation	October 2018 – March 2022
FEMA Final Approval	March 2022

BUDGET

No funds will be exchanged. DLCD will use PDM 18 grant funds and state funds to execute its tasks. JURISDICTIONS will use their own funds to execute their responsibilities and tasks.

COST SHARE


PDM grants require a 25% cost share. JURISDICTIONS commit to providing cash, in-kind, or a combination of both as their portion of the required 25% cost share. **Federal funds are not allowable as cost share.** JURISDICTIONS will report cost share and provide documentation as required to DLCD on at least a quarterly basis. JURISDICTIONS together will provide a **minimum** cost share of \$10,000.

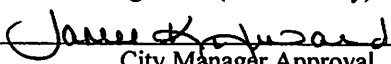
CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: April 27, 2020

Originating Dept: Finance & Admin



Signature (submitted by)


City Manager Approval

Subject:

Insurance Agent of Record Contract Extension

Recommended Motion:

Authorize the City Manager to execute an amendment to the contract with CAL/OR Insurance Specialist, Inc. for a one-year extension.

Financial Impact:

Annual fee of \$8,200 (0% increase).

Background/Discussion:

The City sent out Request for Proposals (RFP) for insurance agent of record services in 2017, and received three responses. The City selected CAL/OR Insurance Specialist, Inc. at that time and entered into a three year contract, with the option to extend annually.

CAL/OR Insurance Specialist, Inc. has agreed to extend the contract with 0% increase. The City will still be paying less, than they would have for next lowest responder from the 2017 RFP.

Attachments:

- a. Addendum #1 To Extend Insurance Agent of Record Contract
- b. June 26, 2017 Council Agenda Report

ADDENDUM #1 TO EXTEND INSURANCE AGENT OF RECORD CONTRACT

The City of Brookings and CAL/OR Insurance Specialist, Inc., by and through their authorized representatives, mutually agree as follows:

1. This amendment ("Amendment") amends the term in Section 1.1 of the Agreement signed July 1, 2017, from July 1, 2017 to June 30, 2020. All of the terms, conditions, and provisions in the Agreement remain in full force and effect and are unchanged except as expressly amended hereby.
2. The completion date referenced in 1.1 Term is hereby extended to June 30, 2021.
3. This Amendment must be signed by both parties to be valid and enforceable.

City of Brookings

CAL/OR Insurance Specialists, Inc.

Dated: _____

Dated: _____

By: Janell K. Howard, City Manager

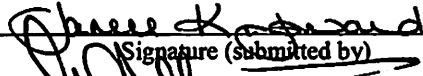
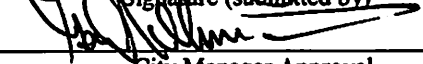
By: James Sabin, Agent

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: June 26, 2017

Originating Dept: Finance & HR


Signature (submitted by)

City Manager Approval

Subject:

Insurance Agent of Record Contract

Recommended Motion:

Accept the insurance services proposal from CAL/OR Insurance Specialist, Inc. and authorize the City Manager to execute a three year contract.

Financial Impact:

Estimated savings over three-year contract of \$25,488 compared to 2016-17 insurance commission for property/liability coverage.

Background/Discussion:

The City sent out Request for Proposals (RFP) for audit services to Oregon firms that have experience working with local governments and working with City County Insurance Services (CIS). We received four responses. The Finance & Human Resources Director and the Accounting Supervisor reviewed proposals and contacted references. All firms responding were highly qualified and experienced, and the proposals were responsive and complete. The cost for proposals are listed below:

CAL/OR Insurance Specialist, Inc.		\$	8,200	
Abel Insurance Agency		\$	15,000	
WHA Insurance	7%	\$	12,272	Estimated
Hart Insurance	10%	\$	17,531	Estimated

The 2016-17 insurance commission for property/liability coverage was \$16,696. The contracted amount for insurance services for 2017-18 under the CAL/OR proposal would be \$8,200. This would be a savings of \$8,496 annually; \$25,488 over three year contract.

Attachment:

Sample contract

EXHIBIT A

INSURANCE AGENT OF RECORD SERVICES CONTRACT

This contract is made on June 30, 2017, by and between the City of Brookings, Oregon and CAL/OR Insurance Specialists, Inc (Consultant).

City and Consultant agrees as follows:

1. **Term**

1.1 Except as otherwise provided herein, the initial term of this contract shall commence on July 1, 2017, and end on June 30, 2020.

1.2 Annual Extension may be made by written agreement of both parties. The provisions of this contract shall apply to each renewal, except that the parties may negotiate changes in the fees for Consultant's services.

2. **Administration of Contract:** The City Manager or the Finance and Human Resources Director, or his/her designee, shall have authority to administer this contract on behalf of the City Council.

3. **Scope of Services:** Consultant shall act as City's Agent of Record for liability and property insurance. Consultant shall perform all services reasonably necessary to carry out those functions. Said services shall include but not be limited to, the following:

With Respect to Property/Liability and Workers' Compensation Insurance, as applicable:

3.1 Provide up-to-date and unbiased information to the City and City Council with relation to the most advantageous insurance and reinsurance markets from the standpoint of availability, cost, security, and coverage.

3.2 Prepare market analyses and forecasts by insurance line prior to each renewal. Such analyses should report pricing and service trends, availability of markets, short-term factors affecting the markets and projections of longer-term direction in which the markets are moving.

3.3 Assist carriers in the design of policy forms as needed.

3.4 Evaluate carriers for consideration as potential markets and assist in continuing re-evaluation of the performance of insurers being used.

3.5 Be mindful of and recommend the use of self-insurance or other risk financing techniques whenever appropriate.

Opportunities for non-insurance transfers should also be recommended where observed to be viable alternatives.

3.6 Solicit bids and secure binders prior to effective dates for required insurance coverages. Assist in the preparation of the materials, specifications and background data to be included in bid solicitations from insurers. Assist the City Council in selecting insurance coverages.

3.7 Verify accuracy of all policies, endorsements and invoices prior to delivery. Any deviation from specification should be brought to the attention of the Finance Director and appropriate corrections secured.

3.8 Prepare annually a concise summary for each and every insurance policy affected.

3.9 Assist in the preparation and equitable settlement of all claims covered by the City's insurance companies.

3.10 Provide claims audit services, if requested.

3.11 Issue and replace promptly, binders, certificates of insurance, loss payable forms and any other coverage verification documents as required.

3.12 Keep the City informed on new or changing markets, forms, products, laws, government regulations, and any other information that may affect the Risk Management function.

3.13 Act as liaison with insurance companies as needed.

4. Quality of Service:

4.1 Consultant shall perform the services as an independent contractor in accordance with generally accepted standards in Consultant's profession. Consultant shall be responsible for the professional quality, technical accuracy and the coordination of all services performed by Consultant. Consultant shall, without additional compensation, correct or revise any error or deficiencies in the services that are caused by Consultant's negligence.

4.2 Consultant shall perform the services as expeditiously as is consistent with professional skill and care. Upon request of City, Consultant shall submit for the City's approval, a schedule for the performance of Consultant's services. The schedule shall include allowance for periods of time required for City's review and approval of the Consultant's services. The schedule approved by City shall become a part of this contract.

5. Consultant's Personnel:

5.1 Services shall be rendered by, or under the supervision of James Sabin, who shall act as Consultant's representative in all communications and transactions with the City.

5.2 Consultant has represented, and by entering into this contract now represents, that all of Consultant's personnel are fully qualified to perform the work to which they will be assigned in a competent and professional manner.

5.3 Consultant will endeavor to honor reasonable specific requests of City with regard to assignment of Consultant's employees to perform services covered by this contract if the requests are consistent with sound business and professional practices.

6. Independent Contractor Status:

6.1 Consultant is engaged by City as an independent contractor and shall not be deemed an "agent" of City as that term is construed under the Oregon Tort Claims Act.

6.2 Consultant shall be responsible for payment of:

6.2.1 Social Security, Federal and State withholding taxes for the wages paid to Consultant's employees.

6.2.2 Taxes on monies disbursed to Consultant's principals.

6.3 Consultant's officers, principals and employees shall not be deemed employees of City and shall not be entitled to any benefits from City that generally are granted to City employees, such as vacation, holiday and sick leave, other leaves with pay, medical and dental coverage, life and disability insurance, overtime, Social Security, worker's compensation, unemployment compensation and retirement benefits.

7. Compliance with Law:

7.1 This contract will be governed by and construed in accordance with laws of the State of Oregon. Consultant shall promptly observe and comply with all present and future laws, orders, regulations, rules and ordinances of federal, state, county and city governments with respect to the services including, but not limited to, provisions of ORS 279B.220, 279B.230, and 279B.235.

7.2 Consultant is a "subject employer" as defined in ORS 656.005 and shall comply with ORS 656.017. Prior to commencing any services, Consultant shall certify to City that Consultant has workers compensation coverage required by ORS Chapter 656. If Consultant is a carrier insured employer, Consultant shall provide City with a certificate of insurance. If Consultant is a self-insured employer, Consultant shall provide City with a certification from the Oregon Department of Insurance and Finance as evidence of Consultant's status.

8. Ownership of Documents:

All documents prepared by Consultant pursuant to this contract shall be the property of the City.

9. Payment:

9.1 Consultant shall be paid for services under this contract as outlined in the attached Exhibit 1.

9.2 Consultant shall bear all costs incurred in performance of the services including, but not limited to, labor, materials, transportation, insurance, bonds, administrative services and overhead. Consultant shall not be entitled to any compensation for the services other than what is allowed by Exhibit 1.

9.3 City shall not be indebted or liable for any obligation created by this contract in violation of the debt limitation of Article XI, Section 10 of the Oregon Constitution.

9.4 City shall not be liable for any expenditure under this contract for which statutory appropriation has not been made pursuant to ORS 294.305 et seq. (Local Budget Law).

9.5 Each year City will appropriate funds for the services that will be provided during the following fiscal year. In the event no funds or insufficient funds to pay for the services are appropriated for subsequent fiscal years, City shall immediately notify Consultant, and this contract shall terminate on the last day of the fiscal year for which appropriations are made. Such notice is a condition precedent to invoking the limitation on payment stated in subsection 9.3.

10. Records:

10.1 Consultant shall develop and maintain complete books of account and other records on the services which are adequate for evaluating Consultant's performance. Consultant's records shall demonstrate a clear distinction between the services and expenses covered by this contract and Consultant's other cases and transactions.

10.2 Consultant's books and records shall be made available for inspection by City at reasonable times, to verify Consultant's compliance with this contract. City shall have the right to request an audit of Consultant's books and records by a certified public accountant retained by the City.

11. Indemnification:

11.1 Consultant shall defend, indemnify and save the City of Brookings, its officers and employees harmless from any and all claims, actions, costs, judgments, damages or other expenses resulting from injury to any person (including injury resulting in death), or damage to property (including loss or destruction), of whatsoever nature arising out of or

incident to the fault, negligence, wrongful act or wrongful omission of Consultant (including but not limited to, the acts or omissions of Consultant's employees, agents, and others designated by Consultant to perform services attendant to this contract).

11.2 Consultant shall not be held responsible for any claims, actions, costs, judgments, damages or other expenses directly, solely, and proximately caused by the negligence of City.

11.3 The purpose of this section is to allocate risk for claims between City and Consultant. Nothing in this section is intended to waive any limitations on liability established by the Oregon Tort Claims Act.

12. Insurance:

Consultant shall, at its own expense, at all times during the term of this agreement, maintain in force:

12.1 Errors & Omissions coverage with minimum coverage of at least \$2,000,000 combined single limit. Certificates of Insurance shall be provided to the City upon request.

12.2 A commercial general liability policy with minimum coverage of at least \$2,000,000 combined single limit. City shall be named an additional insured. Certificates of Insurance shall be provided to City upon request.

12.3 Currently valid workers' compensation insurance covering all its workers. Certificates of Insurance shall be provided to City upon request.

12.4 A commercial automobile liability insurance policy including owned and non-owned automobiles. The coverage under this policy shall be with a minimum coverage of \$2,000,000 per occurrence (combined single limit for bodily injury and property damage claims). Certificates of Insurance shall be provided to City upon request.

13. Default

13.1 There shall be a default under this contract if either party fails to perform any act or obligation required by this contract within ten days after the other party gives written notice specifying the nature of the breach with reasonable particularity. If the breach specified in the notice cannot be completely cured within the ten day period, no default shall occur if the party receiving the notice begins performance of the act or obligation within the ten day period, and thereafter proceeds with reasonable diligence and in good faith to cure the breach as soon as practicable.

13.2 Notwithstanding subsection 13.1, either party may declare a default by written notice to the other party, without allowing an opportunity to cure, if the other party repeatedly breaches the terms of this agreement.

13.3 If a default occurs, the party injured by the default may elect to terminate this contract and pursue any equitable or legal rights and remedies available under Oregon law. All remedies shall be cumulative.

13.4 Any litigation arising out of this contract shall be conducted in Circuit Court of the State of Oregon for Curry County.

13.5 In the event of a breach of contract by Consultant or negligent performance of any of the services, the City's rights under this section and any resultant cause of action against Consultant shall not be deemed to accrue until the City discovers the breach or negligence, or should have, with reasonable diligence, discovered the breach or negligence. However, the preceding sentence shall not be construed to allow City to prosecute an action against Consultant beyond the maximum time limitation provided by Oregon law.

13.6 Termination shall not prejudice any right of a party prior to the effective date of termination.

14. Termination without Cause:

14.1 In addition to the right to terminate this contract under subsection 13.3, City may terminate by giving Consultant written notice sixty days prior to the termination date.

14.2 If City terminates the contract under subsection 14.1, Consultant will have the right to complete such analyses and records as may be necessary to place its files in order and, where considered necessary to protect its professional reputation, to complete a report on the work performed to date of termination.

14.3 If City terminates the contract under subsection 14.1, Consultant shall be paid for all fees earned and costs incurred prior to the termination date. Consultant shall not be entitled to compensation for lost profits.

15. Notices

Any notice required to be given under this contract or any notice required to be given by law shall be in writing and may be given by personal delivery or by registered or certified mail, or by any other manner prescribed by law.

15.1 Notices to City shall be addressed as follows:

City of Brookings
898 Elk Drive
Brookings, OR 97415

15.2 Notices to Consultant shall be addressed as follows:

CAL/OR Insurance Specialists, Inc
P.O. Box 2725
Harbor, OR 97415

16. Interpretation:

Words, terms, and phrases which are not specifically defined in this contract shall have the ordinary meaning ascribed to them in Consultant's

business or profession unless the context clearly indicates otherwise. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular and words in the singular include the plural. The word "shall" is mandatory and not merely directory.

17. Successors:

17.1 The successors, assigns and legal representatives of Consultant and City shall be subject to all provisions of this contract.

17.2 Consultant shall not assign any of Consultant's rights or responsibilities under this contract or enter into any subcontracts for performance of the services without obtaining the prior written consent of the City.

18. No Waiver

18.1 City's review, approval, acceptance of, or payment for, any of the services shall not be construed to waive any of City's rights under this contract or of any cause of action arising out of Consultant's breach of this contract or negligent performance of services.

18.2 No provision of this contract shall be deemed waived unless such waiver is in writing and signed by the party waiving its rights. Any waiver of a breach by either party, whether express or implied, shall not constitute waiver of any other breach.

19. Severability:

If any provision of this contract is held by a court to be invalid, such invalidity shall not affect any other provision of this contract. This contract shall be construed as if such invalid provision had never been included.

20. Entire Agreement:

This contract, documents incorporated in this contract by reference and the attached exhibits constitute the entire and final agreement between the parties. This contract may be changed only by written modifications that are signed by both parties.

CONSULTANT

BY _____

DATE _____

FED. ID# _____

CITY OF BROOKINGS

BY _____

DATE _____

EXHIBIT 1

The compensation of consultant shall be on a fee basis of \$8,200 per year for the term of this contract. The City may pay the fee annually, quarterly or monthly.

City will receive credit for any insurance company commission over the amount quoted for services in the attached agent's response to the request for proposals.

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: April 27, 2020

Originating Dept: City Manager

Signature (submitted by)


City Manager Approval

Subject:

Banner brackets for downtown light poles

Recommended Motion:

As recommended by the Tourism Promotion Advisory Committee (TPAC) move to allocate up to \$1,700 from TOT funds for banner brackets.

Financial Impact:

\$1,700 allocated from TOT revenues set aside for tourism promotion.

Background/Discussion:

Annual event organizers have expressed interest in hanging banners from the downtown light poles. The purchase of brackets by the City and installed on light poles would enable event and seasonal banners to publicize and beautify the downtown area. Banners would be purchased by the event organizers. Natures Coastal Holiday, Azalea Festival, Kite Festival, Pirate Festival and the local school district are some possible users.

Bracket costs (18 sets) including a matching protective powder coating are estimated at \$1,700.

This matter was considered by TPAC at a special April 22, 2020 meeting. TPAC recommended by unanimous vote granting \$1,700 from TOT funding for the brackets.

Attachment(s):

- a. Banner photo
- b. Estimate from Temple Display

Samples



 TEMPLE <i>display, ltd</i>	<p>Brookings, OR</p> <p>EDIT # 1</p> <p>DATE 4-2-20</p> <p>SIZE 24" x 48"</p> <p>FABRIC VINYL</p> <p>PRINT DIGITAL</p> <p>HOOKS STANDARD 3.25"</p>	<p>TAKE NOTHING FOR GRANTED, PLEASE CHECK PROOF CAREFULLY.</p> <p><small>Illustrations are a reasonable representation of ink colors on banner fabrics. All monitors display differently, therefore a free color match sample is available upon request. We are not responsible for any errors after approval.</small></p> <p>APPROVAL SIGNATURE _____</p>
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Temple Display, Ltd.
114-C Kirkland Circle
Oswego, IL 60543
Phone 630-851-3331
Fax 630-851-4144

SALES ORDER

Sales Order # TDLQ34555
Date 4/16/2020
Sales Rep. Sandy

Sold To:

Brookings, City of
Amber Nalls
898 Elk Dr
Brookings, OR 97415

Ship To:

Brookings, City of
Amber Nalls
898 Elk Dr
Brookings, OR 97415

Best Way / ASAP

P.O.#	Ship Via/Date:	Terms:	NET 30	Shipping:	Prepay & Add
Qty	Part No.	Description	Unit Price	Ext. Price	
18	FF1	FibreFlex I Single Banner Bracket Set	\$75.00	\$1,350.00	
			SubTotal	\$1,350.00	
			Sales Tax	\$0.00	
			Estimated Shipping Charges	\$180.00	
			Total	\$1,530.00	

Authorized Signature _____ Amber Nalls

All Holiday Decorations are Copyrighted and cannot be duplicated.

Claims must be made within 5 days of receipt of goods. This order subject to acceptance from home office. Sales tax where applicable. Interest charges applicable on overdue accounts. Cancellations subject to sellers consent. FOB Factory.

Returns will not be accepted after 30 days from receipt of merchandise. Credit on account minus a restocking charge will be made upon inspection of returned goods.