

# **City of Brookings Meeting Agenda**

## **CITY COUNCIL WORKSHOP**

**Monday, January 6, 2025, 5:00pm**

EOC, 888 Elk Drive, Brookings, OR 97415

### **A. Call to Order**

### **B. Roll Call**

### **C. Topics**

- 1.** South Coast Development Council Presentation [Pg. 1]
  - a.** December 11, 2017 CAR – Agreement with South Coast Development Council [Pg. 2]

### **D. Council Member Requests for Workshop Topics**

### **E. Adjournment**

All public City 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.

# CITY OF BROOKINGS

## COUNCIL WORKSHOP REPORT

Meeting Date: January 6, 2025

Originating Dept: Admin

Signature (submitted by)

City Manager Approval

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Subject: South Coast Development Council Presentation & Discussion

Background/Discussion:

The City of Brookings was previously a member of the South Coast Development Council (SCDC) until 2019. During its membership, the City contracted with SCDC for services including a Housing Study and an economic impact analysis of the Chetco Bar Fire. The prior agreement with SCDC included an annual expenditure cap of \$20,000.

**Current Status:**

SCDC has undergone significant changes, including the hiring of a new Director and new staff to expand resources and enhance support for the Curry County region. Their current offerings include:

- Business site selection assistance.
- Facilitation of industry expansion.
- Business networking opportunities.
- Access to skill-building and training resources for new and existing businesses.

**Discussion:**

In a recent meeting, the City Manager and the Grant/Project Manager engaged with SCDC representatives to explore collaborative opportunities. Among the topics discussed was the potential development of a hotel and conference center in Brookings, which aligns with the City's goals to enhance economic development and expand tourism-related infrastructure.

**Attachment(s):**

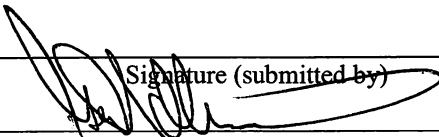
- a. December 11, 2017 CAR - Agreement with South Coast Development Council

# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: December 11, 2017

Originating Dept: City Manager

  
\_\_\_\_\_  
Signature (submitted by)  
\_\_\_\_\_  
City Manager Approval

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Subject: Agreement with South Coast Development Council

Recommended Motion:

Motion to authorize City Manager to execute Agreement between City of Brookings and South Coast Development Council

Financial Impact:

\$20,000 annually for a period of two years. For the current fiscal year, funding would come from salary savings as a result of not filling the vacant position of EOC/GIS Coordinator.

Reviewed by Finance & Human Resources Director: 

Background/Discussion:

The City of Brookings is a member of the South Coast Development Council (SCDC) and recently contracted with SCDC for the completion of a housing needs assessment. SCDC currently contracts with Curry County to provide economic development assistance services; essentially serving as the County's economic development department. SCDC plans to increase staffing in Curry County in 2018.

The City is in need of assistance in its economic development and business development program, which is now handled entirely by the City Manager. The City Manager is recommending that the City contract with SCDC to assist the City Manager with the activities outlined in the attached Scope of Work. The contract would be for a maximum of \$20,000 annually for a term of two years, billed at a rate of \$55 hourly. The effective date of the agreement would be February 1, 2018.

Attachment(s):

- a. Agreement Between City of Brookings and South Coast Development Council.

## **AGREEMENT BETWEEN CITY OF BROOKINGS AND SOUTH COAST DEVELOPMENT COUNCIL**

This agreement is by and between the City of Brookings, a General Law City, Political Subdivision of the State of Oregon (City) and South Coast Development Council (SCDC). The purpose of this agreement is to facilitate cooperative and collaborative work efforts with SCDC to grow existing businesses, recruit new businesses and entrepreneurial start-ups, increase job prospects and expand revenue.

- 1) **Work to Be Performed.** SCDC shall provide economic development administrative and technical services and support to the City Manager for the work outlined in the scope of work (Exhibit "A") attached hereto and incorporated by reference. Except as otherwise provided herein and at its own expense, SCDC shall furnish all materials, labor and equipment, necessary to perform work to specifications and according to generally accepted standards in SCDC's industry.
- 2) **Term.** Agreement term is from February 1, 2018 to January 31, 2020. SCDC shall begin work immediately upon execution of this agreement by all parties.
- 3) **Scope of Work and Compensation.** SCDC agrees to perform work as determined by the City Manager on projects in the Agreement Scope of Work (Exhibit "A") for an amount not to exceed \$20,000 annually. This fee is inclusive of all incidental expenses that SCDC may incur while carrying out Scope of Work tasks, including mileage and printing costs. The \$20,000 fee will allow for approximately 364 hours at \$55 per/hour annually. This fee entitles the City of Brookings to SCDC membership benefits such as: recognition on printed materials, footers of all published documents, footer of scdcinc.org, and a platinum board seat position upon receipt of payment. The Scope of Work may be amended, renewed, or extended by mutual agreement by both parties.
- 4) **Billing.** By the first of each month, SCDC shall submit an invoice for the prior month's work to the City Manager. Upon authorization by the City Manager, the City Finance Department shall pay invoices within 30 days of receipt. Each invoice shall specify the number of hours and list of projects worked on in each billing period.
- 5) **Monthly reports.** SCDC shall submit to the City Manager by the first of each month a report identifying outcomes on work and next steps on projects worked on in the prior month.
- 6) **Independent Contractor.** SCDC is engaged as an independent contractor, and will be deemed so for purposes of the following:

- A. SCDC will be solely responsible for payment of any federal or state taxes required as a result of this agreement.
  - B. This agreement is not intended to entitle SCDC to any benefits generally granted to City's employees, such as vacation, sick leave, health insurance, Social Security, etc.
  - C. Neither party's employees nor representatives shall be considered employees of the other.
- 7) **Incorporation of Statutory Provisions Required for Public Agreements.** SCDC certifies that it will comply with all applicable public agreement laws, including, but not limited to, ORS 279B.220 and 279B.235 that are incorporated by reference into this agreement.
- 8) **Workers' Compensation.** SCDC and its subcontractors, if any, working under this agreement are subject workers under Oregon Workers' Compensation law and shall comply with ORS 656.017, which requires it to provide workers' compensation coverage for all of its subject workers.
- 9) **Certification of Reading and Understanding of Documents.** SCDC certifies that it has read and fully understands this agreement and its terms and conditions. SCDC understands and acknowledges that in signing this agreement SCDC waives all right to plead any misunderstanding regarding the same.
- 10) **Indemnification.** SCDC shall indemnify, defend and save and hold harmless the City of Brookings from any and all suits, actions, legal or administrative proceedings, demands, claims, liabilities, fines, penalties losses, injuries, damages, expenses or costs, including interest and attorney fees, in any way connected with any injury to any person or damage to any property occasioned in any way by SCDC or SCDC's subcontractor's prosecution of work under this agreement.
- 11) **Insurance.** SCDC shall provide the following insurance:
- | INSURANCE DESCRIPTION    | MINIMUM REQUIRED COVERAGE |
|--------------------------|---------------------------|
| A. Workers' Compensation | Statutory                 |
| B. General Liability     | \$2,000,000               |
| C. Automobile Liability  | \$1,000,000               |

Evidence of such insurance shall be provided to City within ten days of the execution of this agreement and before work begins. The liability insurance shall name the City of Brookings and its officers, agents and employees as additional insured.

- 12) **Nonwaiver.** No waiver of any breach of this agreement shall be held to be a waiver of any other or subsequent breach.
- 13) **Severability.** Should any clause or section of this agreement be declared by a court to be void or voidable, the remainder of the agreement shall remain in full force and effect.
- 14) **Termination.** City shall have the right to terminate this agreement in its entirety at its convenience. City may also terminate this agreement for reasons of non-appropriation of funds. If City terminates pursuant to this section, City shall retain any other right or remedy which City has against SCDC. Termination shall not prejudice the right the City that accrued before termination. If the City invokes this provision, it will notify SCDC in writing. SCDC shall be entitled to payment for work done up to the date of termination.
- 15) **Attorney Fees and Costs.** In the event that either party to this agreement shall take any action, judicial or otherwise, to enforce or interpret any of the terms of this agreement, each party shall be wholly responsible for its own expenses which it may incur in taking such action, including costs and attorney fees, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection with any non-judicial action.
- 16) **Applicable Laws.** This agreement is executed in the State of Oregon and is subject to Oregon law and the jurisdiction of the City of Brookings.
- 17) **Written Changes Required.** The rights and duties under this agreement shall not be modified, delegated, transferred, or assigned, except upon written signed consent of both parties.

**SIGNATURE PAGE FOLLOWS ON PAGE 4.**

**THE SOUTH COAST DEVELOPMENT COUNCIL, BY SIGNATURE OF ITS  
AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE  
HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE  
BOUND BY ITS TERMS AND CONDITIONS.**

**SOUTH COAST DEVELOPMENT COUNCIL**

\_\_\_\_\_  
By Samuel Baugh Director

\_\_\_\_\_  
Date

50 Central Ave Suite A

Coos Bay            Oregon            97420

CITY OF BROOKINGS

\_\_\_\_\_  
By Gary Milliman, City Manager

\_\_\_\_\_  
Date

## **EXHIBIT A SCOPE OF WORK**

SCDC will work on a variety of projects that will include, but may not be limited to, the following:

- 1) **Office hours.** For community access to SCDC services and on-site consultation with the City Manager on a variety of projects, SCDC staff will hold office hours in Brookings as needed. This time will be used for direct outreach to local businesses, access to City records related to tasks outlined in this scope of work and work on projects specified in this scope of work. The City will provide an office location for SCDC to hold office hours and as needed consultation with clients.
- 2) **Work with industrial and commercial property owners for business retention and expansion.** This will include creating an inventory of available industrial and commercial properties, outreach to City commercial and industrial property owners offering information on utilizing SCDC to advise on maximizing each property value, and navigating the City subdivision and permitting processes.
- 3) **Provide resources and advisement to private parties.** Upon request, provide resources and advisement to parties interested in establishing in Brookings tourism opportunities, retail or service business development, light manufacturing, vacant land reuse, land development, marketing; agriculture, fishing and food based business development; food system development; business succession planning and other economic development projects as they arise.
- 4) **Engage with economic development entity services/partnerships.** Ongoing engagement with Business Oregon, other state agencies, economic development agencies, foundations and others to actively seek out economic development opportunities for Brookings businesses and vacant land property owners.
- 5) **Participate in the Land use amendment process to enhance economic development opportunities.** Engage with the City's update efforts for the Comprehensive Plan, Zoning Code and Subdivision Ordinance to maximize opportunities for the City's economic development, beginning with work on the update of the economic development and recreation and parks section of the Comprehensive Plan, and the Zoning Code sections most relevant to the expansion of housing (residential zones) and jobs/commerce (commercial and industrial zones).
- 6) **Assist with special projects.** SCDC will assist with or manage particular or special projects, as agreed to the City Manager and SCDC Executive Director including, but not limited to:
  - a) Preparing or locating economic viability/feasibility, studies/information, and potential locations of destination resorts, major



transportation/communications improvements, low/moderate income housing projects.

- b) The development of an Emergency Room at the Curry Medical Center.
- c) Develop business plan/strategy to eliminate the Salmon Run Golf Course operating deficit.
- d) Assist in the implementation of the City of Brookings Urban Renewal Plan.
- e) Update the City of Brookings Housing Needs Assessment at least every 24 months.
- f) Work with City Recorder to update economic development page on City website.
- g) Pursue the development of the Brookings Airport to its fullest potential. Work with other consultants and staff in the development of an Airport Master Plan and Capital Improvement Plan. Seek grant funding for infrastructure improvements. Develop and implement a marketing plan to bring new tenants and users to the airport. Negotiate leases. Make recommendations concerning airport fees.
- h) Pursue re-occupancy and/or reuse of the former Ray's Market site.