

SUPPLEMENTAL AGENDA

REGULAR CITY COUNCIL MEETING

June 27, 2022

5:30 p.m.

VIA ZOOM/IN PERSON

Item to be Added to Agenda

10. ACTION ITEMS

- C. Resolution No. 22-026 Designating City Manager as authorized to execute FEMA grant programs for the Columbia Gorge Regional Airport
- D. Approval of Personal Services Contract for Grant Consulting Services at Columbia Gorge Regional Airport

All subsequent numbering of agenda items adjusted

Izetta Grossman, CMC City Clerk



CITY of THE DALLES

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THE DALLES, OREGON 97058

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AGENDA STAFF REPORT

AGENDA LOCATION: Action Item #10C

MEETING DATE: 6/27/2022

TO: Honorable Mayor and City Council

FROM: Jeff Renard, Airport Manager

ISSUE: Resolution No. 22-026 Designating the City Manager of the City of The Dalles to authorize and execute FEMA Grant Programs for the Columbia Gorge Regional Airport

BACKGROUND: We are presently in the 2nd phase and sub application for a Oregon Emergency Management Hazard Mitigation Grant. One of the requirements of this grant process is that we have a “designated agent” for the grant. Staff feels (with the City’s Legal Counsel recommendation) that the City Manager is the person to hold this role.

COUNCIL ALTERNATIVES:

1. **Staff recommendation:** *Move to approve Resolution No. 22-026 Designating the City Manager of the City of The Dalles to authorize and execute FEMA Grant Programs for the Columbia Gorge Regional Airport*
2. Decline to approve the resolution and provide staff with further direction.

RESOLUTION NO. 22-026

A RESOLUTION DESIGNATING THE CITY MANAGER OF THE CITY OF THE DALLES TO AUTHORIZE AND EXECUTE FEMA GRANT PROGRAMS FOR THE COLUMBIA GORGE REGIONAL AIRPORT

WHEREAS, the Columbia Gorge Regional Airport (**Airport**) is jointly owned and operated by Klickitat County, a municipal corporation of the State of Washington, and the City of The Dalles, a municipal corporation of the State of Oregon (**City**);

WHEREAS, the City serves as the financial agent for the Airport;

WHEREAS, the Airport Board recommends the Airport apply for Federal Emergency Management Agency grants; and

WHEREAS, the City accepts the Airport Board’s recommendation and agrees the Airport should apply for grants awarded through the Federal Emergency Management Agency.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF THE DALLES RESOLVES AS FOLLOWS:

1. The City Council of City of The Dalles, the governing body of an Oregon municipal corporation, hereby authorizes Matthew Klebes, City Manager, to execute for and on behalf of the Airport, a public entity established under the laws of the Oregon, all required forms and documents for the purpose of obtaining financial assistance for the Hazard Mitigation Grant Program (HMGP), Hazard Mitigation Grant Program Post Fire (HMGP-PF), the Building Resilient Infrastructure and Communities (BRIC) program under the Disaster Recovery Reform Act of 2018 (DRRA), and the Flood Mitigation Assistance (FMA) program.
2. This Resolution shall be effective upon adoption

PASSED AND ADOPTED THIS 27TH DAY OF JUNE, 2022.

Voting Yes	Councilors:	_____
Voting No	Councilors:	_____
Abstaining	Councilors:	_____
Absent	Councilors:	_____

AND APPROVED BY THE MAYOR THIS 27TH DAY OF JUNE, 2022.

Richard A. Mays, Mayor

ATTEST:

Izetta Grossman, CMC, City Clerk



AGENDA STAFF REPORT

AGENDA LOCATION: Action Item #10D

MEETING DATE: June 27, 2022

TO: Honorable Mayor and City Council

FROM: Jeff Renard, Airport Manager

ISSUE: Approval of Personal Services Contract for Grant Consulting Services at Columbia Gorge Regional Airport

BACKGROUND: The Airport Manager and the Airport Board have determined that it would be the best practice to hire someone to assist with the grant writing and possible management of the existing Hazard Mitigation Grant and possibly future grants. Nolan Young has offered his services to the Airport at \$100 per hour. With Nolan's history of getting funding for our airport it seemed a logical fit to have him work with us on this project. This will be a per project opportunity for both the airport and Mr. Young.

BUDGET IMPLICATIONS: The fees for Mr. Young's service will be billed at \$100. per hour and not to exceed \$3000.00 for the grant writing process of the current Hazard Mitigation Grant. Details of possible grant management in the future are spelled out in the attached agreement. At this time there are not any plans for hiring the management side of this project.

COUNCIL ALTERNATIVES:

1. **Staff recommendation: Move to approve the Personal Services Agreement with Nolan Young for FEMA grant funding assistance.**
2. Decline to approve the Personal Services Agreement .

COLUMBIA GORGE REGIONAL AIRPORT PERSONAL SERVICES CONTRACT

This PERSONAL SERVICES CONTRACT (**Contract**) is entered by and between THE CITY OF THE DALLES, an Oregon municipal corporation, KCLICKITAT COUNTY, a municipal corporation of the State of Washington, (together, **Airport**), and Nolan Young, an individual (**Provider**).

WHEREAS, the Airport and Provider believe it in their mutual interest to enter into a written contract setting out their understandings concerning Provider's provision of general consulting services.

1. Term

The term of this Contract shall be retroactive from June 1, 2022, and shall remain in full force and effect through June 30, 2023, unless terminated earlier pursuant to Section 17 below. Work performed consistent with the terms of this Contract performed on or after April 1, 2022, but before full execution of this Contract is hereby ratified.

2. Provider's Service

A. The scope of Provider's services and time of performance under this Contract are set forth in Exhibit A: Task Orders. When, in the Airport's discretion and in consultation with Provider, a project or activity is ripe for Provider's assistance and Provider is able and willing to provide the needed services, Provider will develop a new Task Order under this Contract including a scope of work and proposed budget for services requested by the Airport. Airport and Provider shall negotiate the final scope of work and budget for each task order. Task orders will be identified as Exhibit A-1, A-2 ... as needed and shall be made Exhibits to this contract.

All provisions and covenants contained in Exhibit A are hereby incorporated by reference and shall become a part of this Contract as is fully set forth herein. Provider will, in the rendering of its services to Airport, use its best efforts to successfully provide the services covered in Exhibit A and not bring discredit to the Airport or the Airport's reputation.

3. Provider Identification

Provider shall furnish to Airport the Provider's employer identification number, as designated by the Internal Revenue Service or Provider's Social Security number.

4. Compensation

Airport agrees to pay Provider a flat rate of \$100 per hour for performance of services rendered as described in Exhibit A. The total amount expended under each Task Order shall be included in the Task Order

Provider will bill the Airport monthly for their services as set forth in an invoice that details tasks or projects performed and the number of hours spent on each. Invoices and individual line item charges of the invoice shall be subject to Airport review and approval for payment. The Airport will promptly pay each invoice and charge as approved within thirty days of receipt.

5. Project Managers

Airport's Project Manager is the Airport Manager. Service Provider is Nolan Young.

6. Project Information and Confidentiality of Airport Information

No information, news or press releases related to the Provider's services shall be made to representatives of newspapers, magazines, television and radio stations or any other news medium without the prior authorization of Airport's Project Manager. Provider acknowledges Airport may disclose otherwise confidential information in furtherance of this Contract and Provider agrees to protect the confidentiality of any such information and shall not disclose or discuss it with any person or entity without Airport's prior consent; provided, however, if Provider's disclosure is otherwise compelled by law, Provider shall provide Airport prompt notice of the anticipated and compulsory disclosure.

7. Duty to Inform

Provider shall give prompt written notice to Airport's Project Manager if, at any time during the performance of this Contract, Provider becomes aware of actual or potential problems, faults or defects in the project, any nonconformity with the Contract, or with any federal, state, or local law, rule or regulation, or has any objection to any decision or order made by Airport. Any delay or failure on the part of Airport to provide a written response to Provider shall constitute neither approval of nor acquiescence with Provider's statement or claim and shall not constitute a waiver of any of Airport's rights.

8. Provider is Independent Contractor and Airport Final Approval of Submittals

Provider is an independent contractor for all purposes and shall be entitled to no compensation other than the compensation expressly provided by this Contract and is not entitled to any employment related benefits. Airport exercises no control over Provider or Provider's performance under this Contract; provided, however, any grant or funding opportunity must be approved by Airport and Airport shall have final approval of all grant or funding submittals.

9. Overtime

Provider under this Contract shall not be eligible for any overtime payment.

10. Indemnity and Insurance

A. Indemnity: Provider agrees to indemnify, defend, and hold harmless the Airport and its officers, agents, and employees against all liability, loss, and costs arising from actions, suits, claims, or demands for Provider's acts or omissions in performance of this Contract; provided, however, in no event shall Provider indemnify against Airport's sole negligence. In accordance with the Oregon Tort Claims Act and the Oregon Constitution, Airport agrees to indemnify, defend, and hold harmless Provider against all liability, loss, and costs arising from actions, suits, claims, or demands for Airport's and Airport's officers', agents', and employees' acts or omissions in performance of this Contract; provided, however, in no event shall Airport indemnify against Provider's sole negligence.

B. Workers' Compensation Coverage: Provider is self-employed and is responsible for any claims of workers' compensation that may arise from self-employment in accordance with Oregon law.

- C. Professional Liability Coverage: Provider shall obtain, at Provider's expense, and keep in effect during the term of this Contract, Professional Liability Insurance covering any damages caused by an error, omission, or any negligent acts. Combined single limit per occurrence shall not be less than \$500,000 and annual aggregate limit shall not be less than \$500,000. Provider shall provide Airport proof of Professional Liability Insurance coverage by delivering a Certificate of Insurance in a form approved by the City Attorney for the City of The Dalles within seven (7) days of this Contract's execution.

11. Work is Property of Airport

All work, including but not limited to documents, drawings, papers, computer programs, and photographs, performed or produced by Provider under this Contract shall be the property of City.

12. Law of Oregon

The Contract shall be governed by the laws of the State of Oregon. Venue shall be in Wasco County, Oregon.

13. Successors and Assignments

- A. Each party binds itself, and any partner, successor, executor, administrator, or assignee to this Contract.
- B. Neither Airport nor Provider shall assign or transfer their interest or obligation hereunder in this Contract without the written consent of the others which consent is in the non-assigning party's sole discretion. Provider must seek and obtain Airport's written consent before subcontracting any part of the work required of Provider under this Contract. Any assignment, transfer, or subcontract attempted in violation of this subparagraph shall be void.

14. Records

- A. Provider shall retain all books, documents, papers, and records that are directly pertinent to this Contract for at least three years after Airport makes final payment on this Contract and all other pending matters are closed.
- B. Provider shall allow Airport, or any of its authorized representatives, to audit, examine, copy, take excerpts from, or transcribe any books, documents, papers, or records that are subject to the foregoing retention requirement.

15. Termination for Convenience

Either party may terminate this Contract at any time for its own convenience by providing 14 days' written notice to the other party. Upon termination under this Section, Provider shall be entitled to compensation for all services rendered prior to the effective date of termination as billed and approved pursuant to Section 4.

16. Intellectual Property

The interest in any intellectual property, including but not limited to copyrights and patents of any type, arising from the performance of this Contract shall vest in the airport. Provider shall execute any assignment or other documents necessary to affect this Section. Provider may

retain a nonexclusive right to use any intellectual property that is subject to this Section. Provider shall transfer to the Airport any data or other tangible property generated by Provider under this Contract and necessary for the beneficial use of intellectual property covered by this Section.

17. Conflict of Interest

Except with Airport's prior written consent, Provider shall not engage in any activity, or accept any employment, interest or contribution that would, or would reasonably appear, to compromise Provider's professional judgment with respect to this Contract, including, without limitation, concurrent employment in direct competition with the Contract.

18. Compliance with Applicable Law

Provider shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Contract. Without limiting the generality of the foregoing, Provider expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal, state and municipal civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. The Airport's performance under the Contract is conditioned upon Provider's compliance with any applicable provisions of ORS 279B.220, 279B.225, 279B.230, and 279B.235 which are incorporated by reference herein.

19. Modification

Any modification of the provisions of this Contract shall first be reduced to writing and signed by the parties.

20. No Waiver of Legal Rights

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

21. Integration

This Contract contains the entire Contract between the parties and supersedes all prior written or oral discussions or contracts regarding the same subject.

Signature page follows.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized representatives this _____ day of _____, 2022.

CITY OF THE DALLES

**BOARD OF COUNTY COMMISSIONERS
Klickitat County, Washington**

Matthew B. Klebes, City Manager

Chair

ATTEST:

Commissioner

Izetta Grossman, CMC, City Clerk

Commissioner

Approved as to form:

ATTEST:

Jonathan M. Kara, City Attorney

Clerk of the Board

PROVIDER

Approved as to form:

Nolan Young

Prosecuting Attorney

EXHIBIT A-1: Task Order
Hazard Mitigation Grant Program

Nolan Young agrees to provide the following general services to the Columbia Gorge Regional Airport as identified below:

Work Scope Items:

1. FEMA Hazard Mitigation Grant Program: Assist Airport Manager Jeff Renard with the Airport's Hazard Mitigation Grant Program (HMGP) Sub- application that is due on June 24, 2022. Further help the Airport Manager in responding to additional requests for information and application clarifications that may be required by Oregon Emergency Management (OEM) or FEMA.
Not to exceed budget of \$3000.