

<p style="text-align: center;">CITY OF ASTORIA CONTRACT FOR PROFESSIONAL SERVICES</p>

CONTRACT:

This Contract, made and entered into this 21 day of September, 2016, by and between the City of Astoria, a municipal corporation of the State of Oregon, hereinafter called "CITY", and Community Attributes Inc. (CAI) hereinafter called "CONSULTANT", duly authorized to perform such services in Oregon.

WITNESSETH

WHEREAS, the CITY requires services which CONSULTANT is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, CONSULTANT is able and prepared to provide such services as CITY does hereinafter require, under those terms and conditions set forth; now, therefore,

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. CONSULTANT SERVICES

A. CONSULTANT shall perform professional planning services for the City of Astoria Community Development Department to prepare the Five Year Economic Development Strategy, per the attached Scope of Work.

B. CONSULTANT'S services are defined solely by this Contract and not by any other contract or agreement that may be associated with this project.

C. The CONSULTANT'S services shall be performed as expeditiously as is consistent with professional skill and the orderly progress of work. All work will be completed on or before June 30, 2017.

2. **COMPENSATION**

- A. The CITY agrees to pay CONSULTANT an amount not to exceed \$80,000 for performance of those services provided herein per attached Scope of Work;
- B. The CONSULTANT will submit monthly billings for payment.
- C. CITY certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract.

3. **CONSULTANT IDENTIFICATION**

CONSULTANT shall furnish to the CITY the CONSULTANT'S employer identification number, as designated by the Internal Revenue Service, or CONSULTANT'S Social Security Number, as CITY deems applicable.

4. **CITY'S REPRESENTATIVE**

For purposes hereof, the CITY'S authorized representative will be Kevin Cronin, Director – Community Development, City of Astoria, 1095 Duane Street, Astoria, Oregon, 97103, (503) 338-5183, kcronin@astoria.or.us.

5. **CONSULTANT'S REPRESENTATIVE**

For purposes hereof, the CONSULTANT'S authorized representative will be Elliot Weiss, AICP, Project Manager, Community Attributes Inc, 1411 Fourth Avenue, Suite 1401, Seattle WA 9801, Phone 206-523-6683, Email Elliot.weiss@communityattributes.com.

6. **CITY'S OBLIGATIONS**

In order to facilitate the work of the CONSULTANT as above outlined, the CITY shall furnish to the CONSULTANT access to all relevant maps, aerial photographs, reports and site information which is in the City's possession concerning the project area. In addition, the CITY shall act as liaison for the CONSULTANT, assisting the CONSULTANT with making contacts and facilitating meetings, as necessary. CONSULTANT, assisting the CONSULTANT with making contacts and facilitating meetings, as necessary.

*for 9/20
for project management*

for 9/20

*for contract management: Chris Metford
Chris Metford President
CEO*

7. CONSULTANT IS INDEPENDENT CONTRACTOR

A. CONSULTANT'S services shall be provided under the general supervision of City's project director or his designee, but CONSULTANT shall be an independent CONTRACTOR for all purposes and shall be entitled to no compensation other than the compensation provided for under Section 2 of this Contract,

B. CONSULTANT acknowledges that for all purposes related to this Contract, CONSULTANT is and shall be deemed to be an independent CONTRACTOR and not an employee of the City, shall not be entitled to benefits of any kind to which an employee of the City is entitled and shall be solely responsible for all payments and taxes required by law; and furthermore in the event that CONSULTANT is found by a court of law or an administrative agency to be an employee of the City for any purpose, City shall be entitled to offset compensation due, or, to demand repayment of any amounts paid to CONSULTANT under the terms of the Contract, to the full extent of any benefits or other remuneration CONSULTANT receives from City or third party as result of said finding and to the full extent of any payments that City is required to make to CONSULTANT or a third party as a result of said finding.

C. The undersigned CONSULTANT hereby represents that no employee of the City of Astoria, or any partnership or corporation in which a City of Astoria employee has an interest, has or will receive any remuneration of any description from the CONSULTANT, either directly or indirectly, in connection with the letting or performance of this Contract, except as specifically declared in writing.

8. CANCELLATION FOR CAUSE

CITY may cancel all or any part of this Contract if CONSULTANT breaches any of the terms herein or in the event of any of the following: Insolvency of CONSULTANT; voluntary or involuntary petition in bankruptcy by or against CONSULTANT; appointment of a receiver or trustee for CONSULTANT, or any assignment for benefit of creditors of CONSULTANT. Damages for breach shall be those allowed by Oregon law, reasonable and necessary attorney's fees, and other costs of litigation at trial and upon appeal. CONSULTANT may likewise cancel all or any part of this contract if CITY breaches any of the terms herein and be therefore entitled to equivalent damages as expressed above for CITY.

9. ACCESS TO RECORDS

CITY shall have access to such books, documents, papers and records of contract as are directly pertinent to this contract for the purposes of making audit, examination, excerpts and transcripts.

10. FORCE MAJEURE

Neither CITY nor CONSULTANT shall be considered in default because of any delays in completion of responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the party so disabled provided the party so disabled shall within ten (10) days from the beginning such delay notify the other party in writing of the causes of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation.

11. NONWAIVER

The failure of the CITY to insist upon or enforce strict performance by CONSULTANT of any of the terms of this Contract or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such terms or rights on any future occasion.

12. ATTORNEY'S FEES

In the event suit or action is instituted to enforce any of the terms of this contract, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorney's fees at trial or on appeal of such suit or action, in addition to all other sums provided by law.

13. APPLICABLE LAW

The law of the State of Oregon shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it.

14. CONFLICT BETWEEN TERMS

It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the proposal of the CONSULTANT, this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

15. INDEMNIFICATION

With regard to Comprehensive General Liability, CONSULTANT agrees to indemnify and hold harmless the CITY, its Officers, and Employees against and from any and all loss, claims, actions, suits, and expenses for or on account of injury, bodily or otherwise to, or death of persons, damage to or destruction of property belonging to city, consultant, or others resulting from or arising out of CONSULTANT'S negligent acts, errors or omissions in services pursuant to this Agreement. This agreement to indemnify applies whether such claims are meritorious or not; provided, however, that if any such liability, settlements, loss, defense costs or expenses result from the concurrent negligence of CONSULTANT and CITY any obligation to assume defense costs applies only to the extent of the negligence or alleged negligence of the CONSULTANT.

With regard to Professional Liability, CONSULTANT agrees to indemnify and hold harmless the CITY, its Officers and Employees from any and all liability, settlements, loss, reasonable defense costs, attorney fees and expenses arising out of CONSULTANT'S negligent acts, errors or omissions in service provided pursuant to this Agreement; provided, however, that if any such liability, settlements, loss, defense costs or expenses result from the concurrent negligence of CONSULTANT and the Client, this indemnification agreement applies only to the extent of negligence of CONSULTANT.

With respect to Commercial Liability and Professional Liability, CONSULTANT reserves the right to approve the choice of counsel.

16. INSURANCE

Prior to starting work hereunder, CONSULTANT, at CONSULTANT'S cost, shall secure and continue to carry during the term of this contract, with an insurance company acceptable to CITY, the following insurance:

A. Commercial General Liability. CONSULTANT shall obtain, at CONSULTANT'S expense and keep in effect during the term of this Contract, Commercial General Liability Insurance covering bodily injury and property damage with limits of not less \$1,000,000 per occurrence and the annual aggregate not less than \$2,000,000. Coverage shall include CONSULTANTS, subconsultants and any directly or indirectly employed by either. This insurance will include personal and advertising injury liability, products and completed operations. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Coverage will be written on an occurrence basis. If written in conjunction with Automobile Liability the combined single limit per occurrence will not be less than \$1,000,000 for each job site or location. Each annual aggregate limited will not be less than \$2,000,000.

B. Automobile Liability. CONSULTANT shall obtain, at CONSULTANT'S expense and keep in effect during the term of the resulting Contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence will not be less than \$1,000,000.

C. Additional Insured. The liability insurance coverage shall include City and its officers and employees as Additional Insured but only with respect to CONSULTANT'S activities to be performed under this Contract. Coverage will be primary and non-contributory with any other insurance and self-insurance. Prior to starting work under this Contract, CONSULTANT shall furnish a certificate to City from each insurance company providing insurance showing that the City is an additional insured, the required coverage is in force, stating policy numbers, dates of expiration and limits of liability, and further stating that such coverage is primary and not contributory.

D. Notice of Cancellation or Change. There will be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice from CONSULTANT or its insurer(s) to CITY. Any failure to comply with the reporting provisions of this clause will constitute a material breach of this Contract and will be grounds for immediate termination of this Agreement.

E. Professional Liability Insurance. The CONSULTANT shall have in force a policy of Professional Liability Insurance in an amount not less than \$1,000,000. The CONSULTANT shall keep such policy in force and current during the term of this contract.

17. WORKMEN'S COMPENSATION

The CONSULTANT, its subconsultants, if any, and all employers working under this Agreement are either subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers, or are employers that are exempt under ORS 656.126.

18. LABORERS AND MATERIALMEN, CONTRIBUTIONS TO INDUSTRIAL ACCIDENT FUND, LIENS AND WITHHOLDING TAXES

CONSULTANT shall make payment promptly, as due, to all persons supplying CONSULTANT labor or material for the work described for this contract.

CONSULTANT shall pay all contributions or amounts due the Industrial Accident Fund from CONSULTANT or any subconsultant incurred in the performance of the contract.

CONSULTANT shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

CONSULTANT shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

19. PAYMENT OF MEDICAL CARE

CONSULTANT shall promptly, as due, make payment to any person, copartnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury to the employees of such CONSULTANT, of all sums which the CONSULTANT agrees to pay for such services and all moneys and sums which the CONSULTANT collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

20. OVERTIME

Employees shall be paid for overtime work performed under this contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 U.S.C. sections 201 to 209).

21. USE OF DRAWINGS AND OTHER DOCUMENTS

The CITY shall own all drawings and other documents prepared by the CONSULTANT for the project along with all common law, statutory and other reserved rights, including the copyright. CONSULTANT shall provide computer aided design (CAD) drawings on media designated by and to a scale acceptable by CITY.

CONSULTANT may reuse all drawings and other documents prepared by the CONSULTANT for the project for any purpose without written authorization of CITY.

22. STANDARD OF CARE

The standard of care applicable to CONSULTANT'S services will be the degree of skill and diligence normally employed by professional engineers or CONSULTANTS performing the same or similar services in the same or similar locality. CONSULTANT will re-perform any services not meeting this standard without additional compensation.

23. OCCUPATIONAL TAX

CONSULTANT shall pay the City of Astoria Occupational Tax as provided in Astoria Code Sections 8.000 to 8.035.

24. NO THIRD PARTY BENEFICIARIES

This contract gives no rights or benefits to anyone other than the CITY and CONSULTANT and has no third party beneficiaries.

25. SEVERABILITY AND SURVIVAL

If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability shall survive termination of this Agreement for any cause.

26. NONDISCRIMINATION

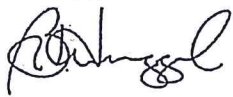
It is the policy of the City of Astoria that no person shall be denied the benefits of or be subjected to discrimination in any City program, service, or activity on the grounds of age, disability, race, religion, color, national origin, sex, sexual orientation, gender identity and expression. The City of Astoria also requires its contractors and grantees to comply with this policy.

27. COMPLETE CONTRACT

This Contract and its referenced attachments constitute the complete contract between CITY and CONSULTANT and supersedes all prior written or oral discussions or agreements. CONSULTANT services are defined solely by this Contract and its attachments and not by any other contract or agreement that may be associated with this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first written above.

Approved as to form:



Digitally signed by
com.apple.idms.appleid.prd.49317566476d1a38
6775414454d59324e744d354e773d3d
DN:
cn=com.apple.idms.appleid.prd.49317566476d1
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Date: 2016.09.15 14:53:28 -05'00'

Attorney

CITY OF ASTORIA, a municipal corporation
of the State of Oregon

BY: Zetty Membrillo 9/19/16
Mayor Date

BY: [Signature] 9/19/16
City Manager Date

COMMUNITY ATTRIBUTES INC.

BY: [Signature] 9/21/16
CONSULTANT Date
As amended

SCOPE OF WORK

Task 1. Project Kick-Off and Tour

1.1 Review Background Materials

CAI will review background materials to obtain project context. Documents will be compiled by city staff and delivered to CAI prior to the project kick-off meeting.

1.2 Kick-off Meeting and Project Coordination

CAI will attend an in-person project kick-off meeting (to be scheduled in conjunction with the city tour). With the client, CAI will clarify relevant processes and project objectives, and will provide constructive feedback on the roster, meeting schedule, and charter for an advisory committee, as well as the city's public involvement strategy.

1.3 City Tour

CAI will attend an in-person tour of the City of Astoria (to be scheduled in conjunction with the kick-off meeting). The tour will focus on key opportunity sites, local employers, emerging clusters, and other assets and infrastructure for economic development. CAI will document and ultimately incorporate this information into the strategies and actions section of this plan.

1.4 Panel Discussion

CAI will attend a community forum, if scheduled in conjunction with project kick-off, and will observe a panel discussion relevant to economic development in Astoria and the region.

Time: September - October, 2016

Budget: \$5,000

Deliverables: CAI will review and advise on several city products, including the advisory committee charter and public involvement strategy; CAI will document and incorporate on-the-ground economic opportunities and challenges into the strategies and actions section of this plan.

Meetings: One in-person meeting is anticipated for Task 1, covering both a project kick-off and an in-depth tour of the City of Astoria, as well as the panel discussion

Task 2. Prepare Economic Opportunities Analysis and Employment Forecast

2.1 Evaluate Economic Development Trends

Consistent with EOA processes, CAI will update local and regional economic and demographic data and will assess relevant economic development trends as national, state, regional and city scales.

2.2 Identify Required Site Types

Consistent with EOA processes, CAI will identify the number of sites, by type, reasonably expected to be needed to accommodate local expressions of economic development trends discovered in 2.1. CAI will work with the client to outline an approach to estimating demand for different land and site types, and will align site types with employment land categories in 2.3.

2.3 Inventory Employment Lands

Consistent with EOA processes, CAI will apply appropriate buildable lands methodologies to estimate and inventory available employment lands by category in the City of Astoria. Employment land categories will

be defined and tabulated by key characteristics, potentially including site size, zoning, land use, industry or employment density.

2.4 Prepare Employment Forecast

Based on data collected in tasks 2.1 – 2.3, CAI will leverage its expertise in econometrics and data analytics to produce an employment forecast for the City of Astoria. Analytics will draw from historical data, econometric modeling, existing regional and industry forecasts, and qualitative resources on the long-term opportunities and growth of major industries in Astoria. We will work in collaboration with the City of Astoria to determine the appropriate forecast time horizon and review interim projections with City staff and other stakeholders.

2.5 Assess Community Economic Development Potential

Consistent with EOA processes, CAI will draw on data gathered and prepared in 2.1 -2.4 to assess internal strengths and weaknesses and evaluate external opportunities and challenges for economic development in Astoria and the immediate region.

2.6 Assess Land Availability, Development Potential and Build-out Scenarios

CAI will synthesize findings to-date to produce a profile of key sites for redevelopment and/or reinvestment (including sites outside the UGB if applicable). For each site, CAI will provide recommendations on disposition and marketing strategies and possible recruitment targets.

Time: September – January, 2016

Budget: \$34,000

Deliverables: CAI produce one technical memorandum or data deck that incorporates key findings from Task 2 and that meets State of Oregon requirements for an Economic Opportunities Assessment (EOA); CAI will work with the client to design a multifaceted deliverable that creates efficiencies for deliverables produced in Tasks 4 and 5. The deliverable will include infographics, maps, charts and graphs as appropriate to tell the economic story of Astoria and to make a business case for why Astoria needs an economic development strategy.

Meetings: One formal conference call is expected to discuss findings and introduce the Task 2 deliverable.

Task 3. Public and Stakeholder Engagement

3.1 Industry Focus Groups (\$2,500)

CAI, in conjunction with the City of Astoria, will plan and facilitate four industry-specific focus groups to ascertain challenges, opportunities and specific strategies for those industry clusters. Focus groups will target the fermentation, food manufacturing, education and medical and economic gardening sectors. CAI will meet with each for 60-90 minutes, and all focus groups will be scheduled during a compressed period of time.

3.2 Pop-Up Installations (\$3,000)

CAI will plan and prepare materials for a series of pop-up installations to support the project's engagement goals. CAI will aid the client in identifying and negotiating pop-up locations, and will collaborate with the client to establish activities and associated materials needed for the installations. This task may include a running installation in a vacant storefront, a photo, video or audio booth, and/or collaborative mapping activities.

3.3 Community Forum (\$2,500)

CAI will attend and facilitate one community forum or open house at a time and location to-be-determined by CAI and the client. The forum will focus on broad representation and will include a presentation by CAI on project progress.

Time: December, 2016 – March, 2017

Budget: \$8,000 for the base scope of work; optional tasks related to web design and development may be added at the City's discretion.

Deliverables: Deliverables include materials for pop-up installations and the community forum, and an engagement summary (to be included in the final report)

Meetings: Focus groups and the community forum will require travel to Astoria; this travel will be scheduled in conjunction with other project tasks when possible, and a specific travel/meeting schedule will be determined in collaboration with the client.

Task 4. Strategies, Actions and Implementing Measures

4.1 Develop and Refine Economic Development Strategies & Actions

CAI will develop economic development strategies based on findings from Task 2, as well as the results of the public engagement process and consultation with the client. The strategies will be organized in a coherent framework for ease of use, and will focus on actionable items in a five-year timeframe. The strategies will include recommendations on disposition, marketing and recruitment for key redevelopment sites in the Astoria area.

4.2 Develop Implementation Matrix

CAI will develop an implementation matrix to be used in conjunction with the strategies from Task 4.1. The implementation matrix will provide critical information for each strategy related to level of effort, approximate funding needs and sources, and lead and supporting organizations.

Time: February – March, 2017

Budget: \$10,000

Deliverables: CAI will produce a brief synopsis (via technical memorandum or similar) or results from the selected public engagement efforts. CAI will also produce and deliver a strategy document and implementation matrix (in Microsoft Excel or similar) for inclusion on the Economic Development Strategy (Task 5).

Meetings: One in-person meeting is anticipated for Task 3, covering the selected public engagement strategy. One formal conference call is anticipated to discuss the economic development strategies (4.1) and implementation matrix (4.2).

Task 5. Economic Development Strategy Draft Report

Time: April – June, 2017

Budget: \$12,500

Deliverables: CAI will produce and deliver a Draft and Final Economic Development Strategy

Meetings: One formal conference call and one in-person meeting is anticipated for Task 5 to present and discuss the Draft and Final Economic Development Strategy

Task 6. Economic Element of the Comprehensive Plan Draft Report

Time: April – June, 2017

Budget: \$5,000

Deliverables: CAI will produce and deliver a draft of the Economic Element of the Comprehensive Plan

Meetings: One formal conference call is anticipated for Task 6

Task 7. Presentation of the Economic Development Strategy to Astoria City Council

Time: June, 2017

Budget: \$1,500

Deliverables: CAI will produce and deliver a PowerPoint presentation for presentation of the strategy

Meetings: One in-person meeting is expected to present the Economic Development Strategy.

BUDGET PROPOSAL

The total budget for this scope of work is estimated at \$77,000 with a Not to Exceed Amount of \$80,000.

The graphic on the following page presents an estimate of budget by task, and presents an approximate schedule for each task included in this scope.

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ACTIVITY	ALLOCATED BUDGET	MONTH/WEEK (APPROXIMATE)																																																
		JUL.	AUG.	SEPT.	OCT.	NOV.	DEC.	JAN.	FEB.	MAR.	APR.	MAY	JUN.																																					
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	
Task One: Project Kick-off and Tour	\$5,000																																																	
Task 1.1 Review Background Materials	\$1,000																																																	
Task 1.2 Kick-off meeting and Project Coordination	\$2,000																																																	
Task 1.3 City Tour	\$1,000																																																	
Task 1.4 Panel Discussion	\$1,000																																																	
Task Two: Prepare EOA and Employment Forecast	\$35,000																																																	
Task 2.1 Evaluate Economic Development Trends	\$10,000																																																	
Task 2.2 Identify Required Site Types	\$2,500																																																	
Task 2.3 Inventory Employment Lands	\$2,500																																																	
Task 2.4 Prepare Employment Forecast	\$7,500																																																	
Task 2.5 Assess Community Economic Development Potential	\$5,000																																																	
Task 2.6 Assess Land Availability, Development Potential and...	\$7,500																																																	
Task Three: Public and Stakeholder Engagement	\$8,000																																																	
Task 3.1 Industry Focus Groups	\$2,500																																																	
Task 3.2 Pop-Up Installations	\$3,000																																																	
Task 3.3 Community Forum	\$2,500																																																	
Task Four: Strategies, Actions and Implementing Measures	\$10,000																																																	

\$77,000