

Board of Commissioners

Robert Stevens – Chairman
Frank Spence – Vice-Chair
Tim Hill – Secretary
James Campbell – Treasurer
Dirk Rohne – Assistant Secretary/Treasurer

422 Gateway Ave, Suite 100
Astoria, OR 97103
Phone: (503) 741-3300
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www.portofastoria.com

Regular Session

April 2, 2024 @ 4:00 PM
10 Pier 1, Suite 209, Astoria, OR*

The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting by calling the Port of Astoria at (503) 741-3300.

*This meeting will also be accessible via Zoom. Please see page 2 for login instructions.

Agenda

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. COMMISSION REPORTS
5. CHANGES/ADDITIONS TO THE AGENDA
6. PUBLIC COMMENT – for items on the agenda, when not covered by a public hearing
This is an opportunity to speak to the Commission for 3 minutes regarding any item on the agenda.
Public comment received by the deadline will be read aloud at the meeting.
7. CONSENT CALENDAR:
 - a. Minutes –
 - Finance Committee Meeting 2/14/2024 3
 - Workshop Session 2/20/2024 6
 - b. Financials – February 2024 10
 - c. Event Calendar – April 2024..... 16
8. ACTION:
 - a. Business Oregon Pier 2 West Grant Amendment 17
 - b. AVH Consulting, LLC – Professional Services Contract 18
9. PUBLIC COMMENT – for non-agenda items
This is an opportunity to speak to the Commission for 3 minutes regarding Port concerns not on the agenda. Public comment received by the deadline will be read aloud during the meeting.
10. EXECUTIVE DIRECTOR COMMENTS
11. UPCOMING MEETING DATES:
 - a. Workshop Session – April 16, 2024 at 4:00 PM
 - b. Regular Session – May 7, 2024 at 4:00 PM
 - c. Budget Committee – May 15, 2024 at 12:00 PM
12. ADJOURN

Please Note:

Agenda packets are available online at: <https://www.portofastoria.com/CommissionMeetings/AgendaMinutes.aspx>

Please allow time for the normal posting procedure for agendas and meeting packets.

Board of Commissioners
HOW TO JOIN THE ZOOM MEETING:

Online: Direct link: <https://us02web.zoom.us/j/86905881635?pwd=amhtTTBFcE9NUElxNy9hYTFPQTlzQT09>
Or go to [Zoom.us/join](https://zoom.us/join) and enter Meeting ID: 869 0588 1635, Passcode: 422

Dial In: (669) 900-6833, Meeting ID: 869 0588 1635, Passcode: 422

This meeting is accessible to persons with disabilities or persons who wish to attend but do not have computer access or cell phone access. If you require special accommodations, please contact the Port of Astoria at least 48 hours prior to the meeting by calling [\(503\) 741-3300](tel:5037413300) or via email at admin@portofastoria.com.

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**MEETING MINUTES
FEBRUARY 14, 2024**

PORT OF ASTORIA
FINANCE ADVISORY COMMITTEE MEETING
PIER ONE BUILDING
#10 PIER 1, SUITE 209
ASTORIA, OR 97103

Call to Order:

The meeting was called to order at 12:00 PM by John Lansing, Finance Committee Chairman.

Roll Call:

Committee Members Present: John Lansing; Cliff Fick; David Oser; Walt Postlewait; Commissioner James Campbell; and Finance and HR Director Melanie Howard.

Commissioners Present: Robert Stevens; Frank Spence; and Tim Hill.

Staff Present: Executive Director Will Isom.

Committee Chair John Lansing thanks Port staff and Finance Committee members for their attendance. Lansing refers to the original memorandum, written by Walt Postlewait, establishing the Finance Committee and addresses the improvements made by staff and the Commission in terms of culture and formalized strategic plans. The tenor has changed dramatically since 2019, and the community has acknowledged this.

Discuss the Finance Committee's Role and Opportunities to Assist Staff

Discussion highlights include:

- Committee member Walt Postlewait comments that the current environment at the Port is completely different than when the ad hoc committee was formed. Leadership and staff have done a phenomenal job in changing course. The best role for the Finance Committee moving forward is to be a tool of the commission for creative brainstorming.
- The Committee discusses its role in supporting the Commission, including lobbying efforts and brainstorming for the best use of funds.
- There is a focus on repairing the Port's image and the need to build relationships with representatives and stakeholders.
- The Port is exploring non-governmental funding sources and collaborating with other ports and organizations.
- The Port's cash flows have improved with the return of cruise ships, but there is still concern about funding for projects.
- The committee's role is described as providing financial expertise to assist Commissioners in decision-making.
- Commissioner Campbell notes that the two-year joint permit application process for the Pier 2 West project is a stumbling block for the project. Lansing responds that constant outreach to Congressional leaders will be needed and recommends contacting Congresswoman Bonamici. Committee member Oser notes that there should be specific asks when contacting congressional leaders instead of general criticisms.
- Committee member Cliff Fick notes that the committee should consider the broader impacts of the Pier 2 West project and bring more stakeholders into this process going forward. The project

may impact other areas where representatives would have a vested interest in supporting and expediting the process.

- The outreach discussions for the Pier 2 West rehabilitation project need to tell the story on behalf of the seafood processing industry. Lansing recommends that the Port consider having personnel consolidate information about what and how our facilities impact the industry coastwide.

Staff Updates on Port Real Estate

Executive Director Isom introduces the topic and gives an overview on current real estate activities.

Discussion highlights include:

- The Port is evaluating options for selling or leasing Port-owned properties. Popkin Real Estate is working to streamline development plans and address any necessary repairs or mitigation efforts on specific properties as well as investigating integrating the Riverwalk Inn replacement hotel with development around the marina.
- There are ongoing discussions with Param regarding the repair needs of the current hotel property lease while clarifying maintenance responsibilities outlined in the lease agreement.
- Port staff have been in contact with current tenants to see about future expansion needs.
- The Airport Industrial Park consists of developable property and wetlands; roughly 12-13 acres are currently available for development.

General Discussion

- The Finance Committee vacancy was published, but no applications were received. Lansing has a candidate in mind for the vacancy.
- Current Airport Industrial Park tenants and Central Waterfront District tenants are being consulted regarding their expansion needs.
- The Port is working on a grant application for the 2024 Connect Oregon grant pool, which has \$46 million available this grant cycle. The priority request is for Pier 2 West Rehabilitation matching funds; the Port also plans on submitting a second application for infrastructure improvements at the boatyard. Grant writer Shane Jensen is currently requesting letters of support from various stakeholders for the grant applications.
- Executive Director Isom and Deputy Director McGrath will attend the Pacific Northwest Waterways Association's (PNWA) annual Mission to D.C. outreach trip in March.
- Isom and McGrath recently met with the Director of the Department of Environmental Quality (DEQ), Leah Feldon, as well as Nate Stice from the Governor's Regional Solutions team. Isom thanks McGrath for his robust presentation regarding the Rehabilitation of Pier 2 and the Area of Concern 4 projects. There is hope that the project can be a collaborative effort with DEQ.
- Multiple meetings have been held with Port leadership and the Regional Solutions group to discuss the Pier 2 rehabilitation project.
- Discussed the prospect of non-governmental funding for Pier 2 West Rehabilitation.
- There are 17 ships scheduled for the 2024 cruise ship season and 21-23 for the 2025 season.

Confirm an upcoming meeting date

Chairman Lansing suggests that the committee reconvene in July after the budget process is complete.

Adjourn

Chairman Lansing thanks the Finance Committee members and Commissioners for their comments and participation; it was an enlightening and productive meeting. Lansing adjourned the meeting at 1:38 PM.

APPROVED:

ATTEST:

Robert Stevens, Board Chairman
Board of Commissioners

Tim Hill, Secretary
Board of Commissioners

Respectfully submitted by:
Stacy Bandy
Executive Assistant/Administrative Coordinator

April 2, 2024
Date Approved by Commission

DRAFT

**MEETING MINUTES
FEBRUARY 20, 2024**

**PORT OF ASTORIA
WORKSHOP SESSION
PIER ONE BUILDING
#10 PIER 1, SUITE 209
ASTORIA, OR 97103**

Call to Order:

Chairman Stevens called the Workshop Session to order at 4:00 pm.

Roll Call:

Commissioners Present: Robert Stevens; Frank Spence; Jim Campbell; Tim Hill; and Dirk Rohne.

Staff Present: Executive Director Will Isom; Deputy Director Matt McGrath; and Executive Assistant/Administrative Coordinator Stacy Bandy.

Port Counsel: Eileen Eakins was not present.

Also Attending: Clatsop County Manager Don Bohn; Georgia Pacific Public Affairs Manager Kristi Ward; Business Oregon Regional Representative Melanie Olson; Maul Foster Alongi Principal Planner Seth Otto; and Rebecca Norden-Bright of *The Astorian*.

Pledge of Allegiance

Changes/Additions to the Agenda:

Action item 7b. AVH Consulting, LLC – Professional Services Contract was removed from the agenda. Action item 7b. PNWA Mission to D.C. was added to the agenda.

Commissioner Rohne moved to approve the agenda as amended. Commissioner Spence seconded. The motion carried 5-0 amongst the Commissioners present.

Public Comment:

No public comment was received.

Advisory:

6a. Boatyard Master Plan Update

Seth Otto, Garrick Kalamata, and Garrett Augustyn of consulting firm Maul Foster Alongi (MFA) present an update on the Boatyard Master Plan project. Principal Planner Seth Otto shares a PowerPoint presentation highlighting preliminary concepts for the boatyard redevelopment project. For the complete presentation, please see meeting audio.

Presentation highlights include:

- In 2023, the Port completed a feasibility study with BST Associates, which demonstrated the need to improve and expand services, infrastructure, and the footprint at the Boatyard.
- The primary aspirations for the boatyard are to increase lift capacity, build a boat storage maintenance facility, build a facility to host workspace, storage, and offices, and increase marketing for services and new investments.

- The master plan project began last fall with an evaluation of existing conditions and early community engagement. Existing conditions were used as a baseline to convene a stakeholder advisory committee and discuss concepts for redevelopment of the Boatyard.
- Stakeholder engagement focused primarily on meeting and talking with key stakeholders identified by Port staff, including commercial fishermen, boatyard users, operators, and commercial yacht brokers in the area who have a vested interest in the boatyard.
- In November 2023, the Port hosted a vision charrette with stakeholders. The design workshop was a highly productive interactive exercise that produced three different concepts.
- MFA staff met with Port staff and Boatyard stakeholders earlier today to share preliminary concept designs and solicit feedback.
- The next step in the process is to select a preferred alternative concept to refine into the final master plan.
- Astoria continues to be a major destination for the Portland metro region.
- Project information is available on the Port's website.

Discussion highlights include:

- Commissioner Spence proposed using the CM/GC contracting method for the Boatyard development project. Now that the framework is nearly complete, Spence urges staff and the Commission to move forward as quickly as possible.
- Commissioner Hill inquires if there is grant funding for the Boatyard development. Isom answers that Port staff are evaluating options, including private industry and various funding mechanisms, whether that be through more traditional financing or through grants.
- Commissioner Rohne notes that the state-funded feasibility study for the Boatyard proves the case that there is an economic argument to warrant economic investment in the development of the Boatyard.
- Commissioner Spence refers to page 12 of the packet and notes the negative feedback from advisory group members regarding shifts in Port leadership, goals, and vision as an impediment to cohesive progress for Boatyard development and on page 13, under the Constraints heading, inconsistency of Port Commission direction is listed. Spence respectfully disagrees with the statements and comments that throughout his tenure on the board the Port Commission has voted unanimously relating to Boatyard development. Rohne comments that he doubts the comments are a recent observation but more of a historical perspective.

The Commission thank Seth Otto and the MFA staff for their presentation.

Action Items:

7a. Georgia Pacific SIP Application

Executive Director Isom refers to the Strategic Investment Program (SIP) Application on page 31 of the packet and introduces Clatsop County Manager Don Bohn, Business Oregon Regional Representative Melanie Olson, and Georgia Pacific Public Affairs Manager Kristi Ward. Bohn explains that the SIP program was created to incentivize businesses to make major capital investments. Georgia Pacific is anticipating making a large investment at the Wauna Mill to replace machinery. Olson provides historical information about the SIP. Georgia Pacific will need to invest at least \$40 million dollars to receive the tax benefit. The program is designed for businesses to pay taxes on the first \$40 million of their investment, then taxes are exempt on any new buildings or equipment.

Discussion highlights include:

- Olson notes that, unlike the Enterprise Zone program, there is no hiring requirement; the Wauna mill employs roughly 750 employees, and the SIP will help retain such a large employer in the County.
- Bohn notes that there is a Community Service Fee component; 25% of the tax savings will be distributed to the taxing jurisdictions based on their proportion of the total permanent levy. Additionally, there is a 5% Community Impact Fee that will be distributed to rural first responders. Bohn adds that there is a lot of uncertainty with the Habitat Conservation Plan (HCP), and it is important for the County to retain family wage jobs.
- Once the Port approves the agreement, the Clatsop County Board of Commissioners will hold a public hearing on it.
- Isom declares a conflict of interest as his wife is employed by Georgia Pacific. Isom did not provide a recommendation on the agreement.
- Ward thanks Clatsop County, Business Oregon, and Columbia Economic Development Resources (CEDR) for their efforts. They're sending a message that they want GP to invest in our community and Georgia Pacific is very appreciative. The paper machine that will be replaced has reached its end of life, and the replacement machine will improve the working environment for mill staff.

Commissioner Spence moved to approve the Georgia Pacific SIP Application. Commissioner Rohne seconded. The motion carried 5-0 amongst the Commissioners present.

7b. Pacific Northwest Waterways Association – Mission to D.C.

Executive Director Isom explains that this will be his second year attending the Pacific Northwest Waterways Association (PNWA) annual conference. The group meets with delegates from both the House and the Senate from Oregon, Washington, and Idaho. It's a great way to maintain positive relationships with representatives.

Commissioner Rohne moved to approve the 2024 PNWA Mission to D.C. trip for Port staff. Commissioner Spence seconded. The motion carried 5-0 amongst the Commissioners present.

Commission Comments:

Commissioner Campbell commented on the following:

- The Airport hosted a physician last Friday for physical examinations for pilots; nineteen pilots received exams.
- The Astoria Aviation ground school is currently in progress.

Commissioner Rohne commented on the following:

- Dave Densmore of the Fisher Poets is in the audience tonight. The Fisher Poets gathering begins this weekend. It has grown to be a huge event for the community. Six or seven locations host events and fishermen travel from the East Coast and internationally to attend. Rohne will be attending and encourages others to as well.

Commissioner Spence did not have any comments.

Commissioner Hill did not have any comments.

Commissioner Stevens commented on the following:

- The Special Districts Association of Oregon (SDAO) Annual Conference was held last week in Seaside. Attended the Port breakout Caucus with Finance and HR Director Melanie Howard.
- There is consensus to cancel the March 5th meeting as Isom will be attending the PNWA Mission to D.C.

- The Finance Committee met last week with most Commissioners in attendance. Only the Commissioner Treasurer is a member of the committee, but the discussions are enlightening for all.

Executive Director Comments:

- Met with the Director of the Department of Environmental Quality, Leah Feldon, as well as Nate Stice from the Governor’s Regional Solutions team. Isom thanks McGrath for his robust presentation regarding the Rehabilitation of Pier 2 and the Area of Concern 4 projects.
- Met the Director of Columbia Pacific Economic Development District, Colin Cooper, earlier today. Cooper will be sending a letter of support for the Port’s Connect Oregon grant application.
- Will present an East Mooring Basin recommendation at the March 19th Commission meeting.

Upcoming Meeting Dates:

- Workshop Session – March 19, 2024 at 4:00 PM

Adjourned:

Chairman Stevens adjourned the meeting at 4:52 PM.

APPROVED:

ATTEST:

Robert Stevens, Board Chairman
Board of Commissioners

Tim Hill, Secretary
Board of Commissioners

Respectfully submitted by:
Stacy Bandy
Executive Assistant / Administrative Coordinator

April 2, 2024
Date Approved by Commission



FEBRUARY 2024 FINANCIALS NARRATIVE*

For July through February 2024, the Port is showing an operating gain of \$1,034,800. This operating gain is ahead of budget expectations by \$217,600 and is ahead of prior-year profits by \$558,200. Operating revenue YTD is at 110% and expenses are at 108% of the seasonally trended budget. Non-operating income and expense are both roughly 98% of budget. Total net profit YTD is \$523,300, which exceeds budget expectations by \$230,900.

Dockage revenues were up \$280,300 and \$349,800 from the budget and prior year, respectively. Lease and rental income was ahead of budget by \$70,300 and up \$343,400 from the prior year, while income from rebilled expenses (tenant utilities, longshore labor, etc.) was \$207,300 above budget and up \$231,300 from prior year. The increase in lease and rental income from FY23 can be partially attributed to the Bornstein warehouse pass-through, which dropped both lease & rental income and non-operating expense by roughly \$187,000 in fiscal year 2022-23. Two new lease agreements, Oregon DHS and NW Forest Link, add roughly \$23,500 a month to lease & rental income.

Gross Marina revenues were 96% of budget but 103% of prior-year. Boatyard gross revenues were at 94% of budget but close to 100% of the prior year. Net profits from marina fuel sales were down \$31,700 from the prior year, while net profits from airport fuel sales were up by \$19,600.

Personnel services came in under budget by \$73,500 while materials and services were \$448,600 above budget.

Looking at non-operating totals, property tax revenues and debt service expense were close to budget expectations. Capital spending in February was primarily for Pier 2 West engineering, a final payment on the P1 Security Booth, and the Boatyard Master Plan.

Fuel Sales Summary:

Marina Fuel	Unleaded Sales \$	Unleaded Sales Gal	Unleaded COGS	Unleaded Profit	Diesel Sales \$	Diesel Sales Gal	Diesel COGS	Diesel Profit
Jul - Feb 2024	\$ 395,324	60,904	\$ 274,485	\$ 120,839	\$ 140,288	24,782	\$ 94,308	\$ 45,980
Jul - Feb 2023	\$ 443,293	64,335	\$ 314,491	\$ 128,802	\$ 211,815	34,087	\$ 142,079	\$ 69,736
Airport Fuel	Jet A Sales \$	Jet A Sales Gal	Jet A COGS	Jet A Profit	100LL Sales \$	100LL Sales Gal	100LL COGS	100LL Profit
Jul - Feb 2024	\$ 604,087	113,087	\$ 410,354	\$ 193,733	\$ 200,691	34,819	\$ 174,966	\$ 25,725
Jul - Feb 2023	\$ 595,951	100,594	\$ 420,345	\$ 175,606	\$ 105,751	15,009	\$ 81,502	\$ 24,249

*Numbers have been rounded to the nearest hundredth value.

Port of Astoria
Profit & Loss Actual vs. Budget
February 2024

	Actuals Jul 2023 - Feb 2024	Actuals Jul 2022 - Feb 2023	Budget Jul 2023 - Feb 2024	Budget Variance Through Feb	% of Budget Through Feb	Full '23-'24 Budget
<u>Operating Revenues</u>						
Dockage & Vessel Service	748,976	399,214	468,681	280,295	160%	807,555
Lease & Rental Income	2,108,619	1,765,261	2,038,332	70,287	103%	3,060,111
Rebilled Expenses	1,336,982	1,105,695	1,129,642	207,340	118%	1,731,006
Boat Haulout	427,154	427,783	454,969	-27,815	94%	717,840
Marina Revenues	392,163	379,792	410,330	-18,167	96%	691,060
Fuel Sales	1,340,390	1,356,810	1,253,252	87,138	107%	1,748,654
Ticket Revenues	1,810	2,195	2,550	-740	71%	3,600
Other Income	47,969	40,160	53,525	-5,556	90%	70,393
Total Operating Revenues	6,404,063	5,476,909	5,811,281	592,782	110%	8,830,219
<u>Operating Expenses</u>						
Personnel Services	1,926,005	1,792,487	1,999,521	-73,516	96%	2,994,266
Materials and Services	3,443,243	3,207,823	2,994,602	448,641	115%	4,483,128
Total Operating Expenses	5,369,249	5,000,310	4,994,123	375,126	108%	7,477,394
Income from Operations	1,034,814	476,599	817,158	217,656	127%	1,352,825
<u>Non-Operating Revenues</u>						
Property Tax Revenues-Genl Fund	897,436	873,885	905,068	-7,632	99%	954,000
Timber Tax Revenues	97,902	111,957	97,902	0	100%	0
Other County Revenues	7,804	177	39,312	-31,508	20%	39,500
Grants*	913,835	340,396	913,835	0	100%	21,764
Interest Income	21,898	2,679	4,870	17,028	450%	9,780
Total Non-Operating Revenues	1,938,875	1,329,094	1,960,987	-22,111	99%	1,025,044
<u>Total Non-Operating Expenses</u>						
Capital Outlay*	1,440,324	1,701,296	1,440,324	0	100%	113,581
Interest Expense	302,658	91,265	301,869	789	100%	447,114
Principal Expense	698,390	203,711	734,535	-36,145	95%	1,208,513
Total Non-Operating Expenses	2,441,373	1,996,271	2,476,728	-35,355	99%	1,769,208
Net Income (Loss)	532,317	-190,579	301,416	230,900	177%	608,662

**Capital Outlay/Grants year-to-date budget set to match Revenue/Expense, not seasonally adjusted.

Port of Astoria

Balance Sheet as of February 2024

February 29, 2024

ASSETS

Current Assets

Cash & Cash Equivalents

Cash Funds	745
Operating Account #1442	937,221
Payroll Account #5344	36,382
Bornstein MMA #0004	0
Money Market #1259	267,551
Restricted AOC4 MMA #0760	253,497

Total Clatsop Community Bank 1,494,651

Total Cash & Cash Equivalents 1,495,396

Accounts Receivable 491,719

Other Current Assets 3,546,074

Total Current Assets 5,533,189

Fixed Assets 35,349,762

Other Assets

Long-term Receivables 16,349,101

TOTAL ASSETS 57,232,052

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Accounts Payable 627,429

Other Current Liabilities 14,728,519

Total Current Liabilities 15,355,948

Long Term Liabilities

Accrued Vacation Payable 156,798

Accrued Sick Leave 167,614

Notes Payable 13,007,848

Net Pension Liability 1,337,577

OPEB Liability 738,399

Lease Liability 132,494

Pollution Remediation AOC 4 Liability 2,564,338

Less Current Portion LT Debt -1,342,522

Total Long Term Liabilities 16,762,546

Total Liabilities 32,118,494

Equity

Retained Earnings 24,581,241

Net Income 532,317

Total Equity 25,113,558

TOTAL LIABILITIES & EQUITY 57,232,052



Capital Projects
February 2024
Budget to Actual

DEPARTMENT AND PROJECT		CAPITAL PROJECTS & GRANTS As Budgeted			CAPITAL PROJECTS & GRANTS Actual Spending To-Date			REMAINDER & PRIORITY	
		Adopted Capital Expenditure	Adopted Grant Funding	Adopted POA Expense	Expenses through 02/29/2024	Grants Received through 02/29/2024	Expenses through 02/29/2024 NET OF GRANTS	Budgetary Estimate of Remaining POA Expense	Priority (1-10) 9=Comp 10=Rem
Department	Description								
WFW	P2 West Preconstruction	1,500,000	1,325,000	175,000	411,530	413,864	(2,334)	177,334	1
Airport	Airport Master Plan	88,885	82,470	6,415	71,806	21,764	50,042	(43,627)	2
Administration	2023-24 IT Upgrades	30,000	-	30,000	1,172	-	1,172	28,828	3
Airport	Backfill and Site Prep Behind Overbay	60,000	-	60,000	-	-	-	60,000	3
WFW	Security Upgrades: Trident equipment; Pier 1 Generator; Pier 1 Booth; Cyber Security	122,800	92,100	30,700	129,060	96,795	32,265	(1,565)	3
WFW - Boatyard	Boatyard Master Plan	87,500	76,000	11,500	94,401	60,000	34,401	(22,901)	3
Airport	Hangar Maintenance	25,000	-	25,000	6,800	-	6,800	18,200	4
Airport	Vegetation Management	30,000	-	30,000	50,393	-	50,393	(20,393)	4
WFW	Pier 2 East - Repairs based on ODOT reports	50,000	-	50,000	-	-	-	50,000	4
Airport	Industrial Park	300,000	250,000	50,000	-	250,000	(250,000)	300,000	5
Airport	Terminal Building Upgrades	75,000	-	75,000	47,459	-	47,459	27,541	5
Airport	Tide Gate Feasibility Study	49,800	49,800	-	28,319	28,318	1	(1)	5
WFW	Fire Suppression/System Upgrades - Pier 2	20,000	-	20,000	2,104	-	2,104	17,896	5
WFW	Pier 1 Building - New HVAC Outdoor Units (3)	25,000	-	25,000	8,380	-	8,380	16,620	5
WFW	Repave Gateway Avenue / Restripe	110,000	82,500	27,500	-	-	-	27,500	5
WFW - Boatyard	Boatyard Upgrades	150,000	-	150,000	22,495	-	22,495	127,505	5
WFE - Marinas	Dumpster Enclosure	10,000	-	10,000	-	-	-	10,000	7
WFW	Waterfront Master Plan - Wayfinding Signage	15,000	-	15,000	-	-	-	15,000	7
Airport	Backfill and Site Prep Behind Recology	100,000	-	100,000	1,734	-	1,734	98,266	8
WFW	Slip 1 Sampling and Analysis Plan	50,000	-	50,000	53,142	-	53,142	(3,142)	9
WFW	Fender Pile Replacement (25) Pier 1 West, Pier 2 East, Pier 2 West	195,049	-	195,049	286,133	-	286,133	(91,084)	9
WFW	Dredge Repairs - repair dredge pipe/replace cutter head	25,000	-	25,000	19,373	-	19,373	5,628	9
WFW	Link Belt Crane - load cells and wind meter	15,000	-	15,000	9,570	-	9,570	5,430	9
WFW	422 Gateway Building - Remodel/Upgrades	100,000	-	100,000	29,168	-	29,168	70,832	9
WFE - Marinas	West Basin T-Dock Power	60,000	51,000	9,000	67,962	-	67,962	(58,962)	9
WFW	2023-24 Security Upgrades: Security cameras, Marina security fencing	75,000	56,250	18,750	-	-	-	18,750	10
WFW	413 Gateway Building - Replace Siding/Flooring	55,000	-	55,000	-	-	-	55,000	10
WFW - Cruise	Gangway Landing Tower	65,000	-	65,000	-	-	-	65,000	10
	Misc	-	-	-	99,324	42,611	56,713	(56,713)	
TOTALS		3,489,034	2,065,120	1,423,914	1,440,324	913,352	526,972	896,942	

10:30 AM

03/05/24

Accrual Basis

Port of Astoria
Vouchers Paid -- Operating Acct

Type	Date	Num	Name	Memo	Credit
102-00 · Cash					
102-02 · CCB Operating #1442					
Bill Pmt -Check	03/05/2024	83483	A & A Pest Control	105650	60.00
Bill Pmt -Check	03/05/2024	83484	Ag-Bag Forage Solutions		11.01
Bill Pmt -Check	03/05/2024	83485	America's Phone Guys	Acct# 31377 February 2024	412.98
Bill Pmt -Check	03/05/2024	83486	AT&T	Acct # 019 295 1870 001	24.63
Bill Pmt -Check	03/05/2024	83487	Bergerson Construction, Inc	Project # 23101 - POA PIER 2 CMGC	3,480.00
Bill Pmt -Check	03/05/2024	83488	Bio-Med Testing Services, Inc.	POASTORI	29.00
Bill Pmt -Check	03/05/2024	83489	Card Service Center		10,332.83
Bill Pmt -Check	03/05/2024	83490	Carpet Corner Company		4,263.75
Bill Pmt -Check	03/05/2024	83491	CenturyLink	Acct # 497163267	106.01
Bill Pmt -Check	03/05/2024	83492	Cintas Corporation	10829	383.43
Bill Pmt -Check	03/05/2024	83493	City Lumber	Cust # 7259	455.47
Bill Pmt -Check	03/05/2024	83494	City of Astoria - utilities		64,870.29
Bill Pmt -Check	03/05/2024	83495	CityServiceValcon		33,621.89
Bill Pmt -Check	03/05/2024	83496	DEQ	Project # 117915-00	1,027.77
Bill Pmt -Check	03/05/2024	83497	Equipment Rental Services	Cust # 205559	1,740.05
Bill Pmt -Check	03/05/2024	83498	Equipment Source, Inc.		3,505.56
Bill Pmt -Check	03/05/2024	83499	Frank Spence, Commissioner	Reimb - Feb 2024	100.00
Bill Pmt -Check	03/05/2024	83500	HME Construction, Inc.	PORTOFAS	286,000.00
Bill Pmt -Check	03/05/2024	83501	J P Plumbing Company, Inc.	Cust ID: AS75	3,060.00
Bill Pmt -Check	03/05/2024	83502	Landside Resources, Inc.	January 2024	1,525.00
Bill Pmt -Check	03/05/2024	83503	Lawson Products	Cust # 10075026	264.16
Bill Pmt -Check	03/05/2024	83504	Napa Auto Parts	Cust # 76004	35.53
Bill Pmt -Check	03/05/2024	83505	North Coast Marine LLC	Airport FBO	2,245.00
Bill Pmt -Check	03/05/2024	83506	North Coast Truck Parts	W/O#3552	17.25
Bill Pmt -Check	03/05/2024	83507	Northwest Local Government Legal Advi...	February 2024	3,249.00
Bill Pmt -Check	03/05/2024	83508	Northwest Meter Calibration & Repair		388.85
Bill Pmt -Check	03/05/2024	83509	NW Natural	Acct #2737126-9	130.53
Bill Pmt -Check	03/05/2024	83510	ODOT- LOAN	Loan # MMTF0002	15,000.00
Bill Pmt -Check	03/05/2024	83511	Oregon Dept. of Agriculture	Voucher #230200	286.00
Bill Pmt -Check	03/05/2024	83512	Pacific Power		6,057.67
Bill Pmt -Check	03/05/2024	83513	PacificSource Administrators	Employer ID: P00431	2,463.74
Bill Pmt -Check	03/05/2024	83514	Performance Systems Integration, LLC	901626	2,289.16
Bill Pmt -Check	03/05/2024	83515	PERS Health	AS - Group: 10013822 Subscriber: H80550901	277.38
Bill Pmt -Check	03/05/2024	83516	PetroCard, Inc.	01-0004280	1,443.79
Bill Pmt -Check	03/05/2024	83517	PND ENGINEERS, INC	Project # 234038 Astoria Pier 2 West	88,398.44
Bill Pmt -Check	03/05/2024	83518	Recology Western Oregon (LA)	A1080000232	324.10
Bill Pmt -Check	03/05/2024	83519	Robert D Hanks	Reimb Medicare Supplement Plan	278.28
Bill Pmt -Check	03/05/2024	83520	S. Bruce Conner	December 2022	2,100.00
Bill Pmt -Check	03/05/2024	83521	Shane Jensen - Grant Writer	Grant Writing - Feb 2024	11,825.00
Bill Pmt -Check	03/05/2024	83522	Shred-It	Cust # 16971101	64.20
Bill Pmt -Check	03/05/2024	83523	Special Touch Janitorial, Inc.		9,175.00
Bill Pmt -Check	03/05/2024	83524	Spectrio, LLC	Acct # SPX755863	210.00
Bill Pmt -Check	03/05/2024	83525	Staples Advantage	Cust #LA 1833939	153.18
Bill Pmt -Check	03/05/2024	83526	Terry's Plumbing LLC.	W/O#234515	736.08
Bill Pmt -Check	03/05/2024	83527	The North Coast Oregonian		120.00
Bill Pmt -Check	03/05/2024	83528	Trails End Recovery		85.32
Bill Pmt -Check	03/05/2024	83529	United Rentals	Cust # 283548	5,085.07
Bill Pmt -Check	03/05/2024	83530	Verizon Wireless #7705-1	270297705-00001	571.64
Bill Pmt -Check	03/05/2024	83531	Walter E. Nelson Co.	Cust # 1629	973.61
Bill Pmt -Check	03/05/2024	83532	Wells Electrical Contracting, Inc.		25,082.49
Bill Pmt -Check	03/05/2024	83533	Will Isom (A/P)	Reimb for mileage	115.24
Total 102-02 · CCB Operating #1442					594,455.38
Total 102-00 · Cash					594,455.38
TOTAL					594,455.38

OK
3-5-24
JTC

Susan Inausue
3/5/24

Port of Astoria
Vouchers Paid -- Operating Acct

Type	Date	Num	Name	Memo	Credit
102-00 - Cash					
102-02 - CCB Operating #1442					
Bill Pmt -Check	03/20/2024	83534	A & A Pest Control	105650	545.00
Bill Pmt -Check	03/20/2024	83535	A Coastal Lock & Key, LLC		184.00
Bill Pmt -Check	03/20/2024	83536	Advanced Remediation Technologies, Inc.	Job # OR0203-005.001	175.00
Bill Pmt -Check	03/20/2024	83537	Alaska Rubber Group, Inc	Cust # 0063655	265.36
Bill Pmt -Check	03/20/2024	83538	C-TechSolutions LLC		4,878.95
Bill Pmt -Check	03/20/2024	83539	Campbell Environmental		5,850.00
Bill Pmt -Check	03/20/2024	83540	Card Service Center		5,596.61
Bill Pmt -Check	03/20/2024	83541	Carl Paronen (Retiree)		834.84
Bill Pmt -Check	03/20/2024	83542	CHS Inc/Cenex	Cust # 195072	534.06
Bill Pmt -Check	03/20/2024	83543	Cintas Corporation	10829	192.84
Bill Pmt -Check	03/20/2024	83544	City Lumber	Cust # 7259	747.13
Bill Pmt -Check	03/20/2024	83545	City of Warrenton		19,471.56
Bill Pmt -Check	03/20/2024	83546	CityServiceValcon		34,282.23
Bill Pmt -Check	03/20/2024	83547	Clean Water Technologies, LLC	January support	9,888.32
Bill Pmt -Check	03/20/2024	83548	COSTCO	1985	1,346.07
Bill Pmt -Check	03/20/2024	83549	Daily Journal of Commerce		210.54
Bill Pmt -Check	03/20/2024	83550	DEQ	Project # 117915-00	1,027.77
Bill Pmt -Check	03/20/2024	83551	Earthworx Excavation, LLC	Inv#1341	11,266.50
Bill Pmt -Check	03/20/2024	83552	Emerald Recycling	Billing Acct # PO22268	999.86
Bill Pmt -Check	03/20/2024	83553	Englund Marine (Boatyard)	Acct 15589 Closing Date 2/29/2024	362.90
Bill Pmt -Check	03/20/2024	83554	Englund Marine (Marina)	Acct 14130 Closing Date 2/29/2024	633.71
Bill Pmt -Check	03/20/2024	83555	Englund Marine (MX)	Acct 14129 Closing Date 2/29/2024	229.69
Bill Pmt -Check	03/20/2024	83556	Equipment Rental Services	Cust # 205559	3,000.15
Bill Pmt -Check	03/20/2024	83557	Haglund Kelley LLP		4,449.00
Bill Pmt -Check	03/20/2024	83558	Harold Culver (Retiree)	Reimb Medicare Supplement Plan	278.28
Bill Pmt -Check	03/20/2024	83559	Hauer's Lawn Care & Equip	W/O#3302	173.40
Bill Pmt -Check	03/20/2024	83560	Home Depot	6035 3225 3191 4798	1,478.79
Bill Pmt -Check	03/20/2024	83561	iFocus Consulting, Inc.		9,840.00
Bill Pmt -Check	03/20/2024	83562	J P Plumbing Company, Inc.	Cust ID: AS75	468.50
Bill Pmt -Check	03/20/2024	83563	Justin Green		1,325.00
Bill Pmt -Check	03/20/2024	83564	Landside Resources, Inc.	February 2024	1,025.00
Bill Pmt -Check	03/20/2024	83565	Lawson Products	Cust # 10075026	219.89
Bill Pmt -Check	03/20/2024	83566	Lower Columbia Engineering LLC		5,088.75
Bill Pmt -Check	03/20/2024	83567	Marine Spill Response Corporation	Vessel PORTO0019	106.26
Bill Pmt -Check	03/20/2024	83568	Maritime Fire & Safety Assoc.	Cust ID: PORAST02	270.00
Bill Pmt -Check	03/20/2024	83569	Mascott Equipment Co, Inc		362.38
Bill Pmt -Check	03/20/2024	83570	Maul Foster & Alongi, Inc.		37,071.58
Bill Pmt -Check	03/20/2024	83571	Melanie Howard (A/P)		724.04
Bill Pmt -Check	03/20/2024	83572	Napa Auto Parts	Cust # 76004	56.01
Bill Pmt -Check	03/20/2024	83573	North Coast Marine LLC	Airport FBO	2,060.12
Bill Pmt -Check	03/20/2024	83574	NW Natural		409.14
Bill Pmt -Check	03/20/2024	83575	Olson Asphalt Maintenance, LLC		2,650.00
Bill Pmt -Check	03/20/2024	83576	P & L Johnson Mechanical, Inc.		7,993.86
Bill Pmt -Check	03/20/2024	83577	Pacific Coast Congress	2024 Membership renewal	365.00
Bill Pmt -Check	03/20/2024	83578	Pacific Northwest Waterways Assn.	2023 Mission to Washington DC	2,180.00
Bill Pmt -Check	03/20/2024	83579	Pacific Power		20,540.60
Bill Pmt -Check	03/20/2024	83580	PERS Health	AS - Group: 10013822 Subscriber: H80550901	278.28
Bill Pmt -Check	03/20/2024	83581	PetroCard, Inc.	01-0004280	636.76
Bill Pmt -Check	03/20/2024	83582	PND ENGINEERS, INC	Project # 234038 Astoria Pier 2 West	140,086.46
Bill Pmt -Check	03/20/2024	83583	Prior Engineering LLC	Inv - POA 2 of 2/9/22	10,700.00
Bill Pmt -Check	03/20/2024	83584	Quadient (postage)	X3391	175.00
Bill Pmt -Check	03/20/2024	83585	Recology Western Oregon		2,979.58
Bill Pmt -Check	03/20/2024	83586	Recology Western Oregon (LA)	A1080000232	230.92
Bill Pmt -Check	03/20/2024	83587	Robert D Hanks	Reimb Medicare Supplement Plan	278.28
Bill Pmt -Check	03/20/2024	83588	Sierra Springs	928320221793628	92.30
Bill Pmt -Check	03/20/2024	83589	Solutions YES, LLC	Acct # PO03	111.81
Bill Pmt -Check	03/20/2024	83590	Special Districts Health Premiums	Cust # 03-0016324	50,128.01
Bill Pmt -Check	03/20/2024	83591	Spectrum - 0901	Acct # 176560901	189.97
Bill Pmt -Check	03/20/2024	83592	Spectrum - 1001	Acct # 176561001	39.99
Bill Pmt -Check	03/20/2024	83593	Spectrum - 5501	8787 14 001 0420590	39.99
Bill Pmt -Check	03/20/2024	83594	Spectrum - 6401	Acct # 176526401	2,061.24
Bill Pmt -Check	03/20/2024	83595	Sweet Septic and Portable Service	March 2024	260.00
Bill Pmt -Check	03/20/2024	83596	The Daily Astorian		201.60
Bill Pmt -Check	03/20/2024	83597	Todd Newton	Reimbursements	125.25
Bill Pmt -Check	03/20/2024	83598	VenTek International	Cust # PORTASTORIA	475.00
Bill Pmt -Check	03/20/2024	83599	Walter E. Nelson Co.	Cust # 1629	346.43
Bill Pmt -Check	03/20/2024	83600	Wells Electrical Contracting, Inc.		6,055.17
Total 102-02 - CCB Operating #1442					417,150.73
Total 102-00 - Cash					417,150.73
TOTAL					417,150.73

[Handwritten signature] OK
[Handwritten signature]

April 2024

April 2024							May 2024						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
7	8	9	10	11	12	13	5	6	7	8	9	10	11
14	15	16	17	18	19	20	12	13	14	15	16	17	18
21	22	23	24	25	26	27	19	20	21	22	23	24	25
28	29	30					26	27	28	29	30	31	

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Mar 31	Apr 1 6PM Astoria City Council Mtg	2 4PM Regular Session 6PM CB City Council Mtg	3 7PM Gearhart City Council Mtg	4	5	6
7	8 6PM Seaside City Council Mtg	9 6PM CB City Council Work Mtg 6PM Warrenton City Council Mtg	10 5PM Clatsop Cnty Commission	11	12	13
14	15 6PM Astoria City Council Mtg	16 4PM Regular Workshop Session	17	18	19	20
21	22 6PM Seaside City Council Mtg	23 6PM Warrenton City Council Mtg	24 5PM Clatsop Cnty Commission 6PM CB City Council Work Mtg	25	26	27
28	29	30 6PM CB City Council Work Mtg 7:45AM AWACC Breakfast Mtg	May 1	2	3	4

Amendment Number 2

Project Name: Pier 2 West

This amendment is made and entered into by and between the State of Oregon, acting by and through its Oregon Business Development Department (“OBDD”), and the Port of Astoria (“Recipient”), and amends the Emerging Opportunity Program Grant Agreement, Project Number EOF028, dated 22 June 2023 (as amended “Contract”) for the above-named Project. Capitalized terms not defined in this amendment have the meanings assigned to them by the Contract.

Recital: The purpose of this amendment is to extend the Project Completion Deadline.

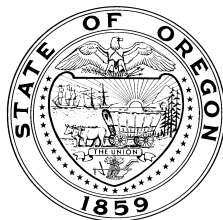
The parties agree to: Amend Section 1 – Key Terms of the Contract as follows (deletion in strikethrough; addition in double underline):

Project Completion Deadline: ~~July 31, 2024~~ December 31, 2024.

OBDD will have no obligation under this amendment, unless within 60 days after receipt, the Recipient delivers to OBDD the following items, each in form and substance satisfactory to OBDD and its Counsel:

- (i) this amendment duly executed by an authorized officer of the Recipient; and
- (ii) such other certificates, documents, opinions and information as OBDD may reasonably require.

Except as specifically provided above, this amendment does not modify the Contract, and the Contract shall remain in full force and effect during the term thereof. This amendment is effective on the date it is fully executed and approved as required by applicable law.



STATE OF OREGON

PORT OF ASTORIA

acting by and through the Oregon Business Development Department

By: _____
Michael Held, Regional Development Manager

By: _____
Robert Stevens, President

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

Not required by OAR 137-045-0050

PROFESSIONAL SERVICES AGREEMENT

Consulting Services

This Professional Services Agreement (“Agreement”) is made and entered into by and between AVH Consulting, LLC (“Consultant”), an Idaho limited liability company, and the Port of Astoria, a special district of the state of Oregon (“Client”). Client and Consultant may each be referred to herein as a “Party” and together as the “Parties.” This Agreement shall take effect upon signing by both Parties (“Effective Date”).

In consideration of the mutual rights and obligations specified herein, the Parties hereby agree as follows:

- 1. Term.** This Agreement shall take effect upon the Effective Date and shall continue until terminated as provided in Section 9 of this Agreement.
- 2. Scope of Services.** Consultant shall provide the following services (hereinafter, “Services”):
 - Grant writing
 - Grant award administration
 - Project management
 - Drafting of solicitation documents
 - Other services as directed by Client

The parties agree that Consultant shall perform all duties under this Agreement remotely and that nothing in this Agreement shall be construed to require Consultant to perform any duties at Port offices or any other specific location.

Consultant shall have no right or obligation to take custody of or in any manner control any funds awarded to Client as the result of the Services provided by Consultant under this Agreement. Client shall retain full control and custody of such funds at all times.

- 3. Client Obligations.** Client shall:
 - Make available to Consultant such personnel and resources of Client as are necessary for Consultant to perform the Services;
 - Provide all information necessary to perform the Services in a timely manner, including, if applicable and without limitation, confidential information and information necessary for Consultant to access online application portals; and
 - Make decisions necessary to the provision of Services in a timely manner.

- 4. Compensation.** For Services performed, Client agrees to compensate Consultant at an hourly rate of \$100.00, Consultant will invoice Client monthly, and payment shall be due within twenty-one (21) days of the invoice date. Client agrees to pay interest on any outstanding balance over twenty-one (21) days past due at the lesser of the rate of ten percent (10%) per month or the highest rate permitted under applicable state law until such balance is paid. Consultant may suspend Services upon any outstanding balance greater than thirty (30) days past due without liability for breach of this Agreement.

Subject to prior approval by Client, Port shall reimburse Consultant for all expenses reasonably incurred in the performance of this Agreement, including reasonable travel expenses. Client shall not be liable for any unapproved expenses.

- 5. Standard of Performance; Warranties.** Consultant warrants that Consultant will perform the Services with reasonable due diligence and in a manner consistent with standards generally applicable to professionals performing the same or similar Services as those contemplated under this Agreement. Consultant will perform the Services within a reasonable period of time except for delays occasioned by factors that are beyond Consultant's control, not reasonably foreseeable, or caused by Client.

Client understands, acknowledges, and agrees that the outcome of grant requests and grant applications is uncertain and that Consultant provides no warranty with respect to the award of funds.

Except as provided in this Section 5, Consultant makes no other warranties, express or implied.

- 6. Ownership of Work Product.** "Work Product" means the deliverables and other tangible output produced in the course of performance of the Services under this Agreement. All Work Product produced by Consultant as part of the Services under this Agreement shall be the sole property of and may be used without restriction by the Client; provided, however, for Consultant's marketing purposes Consultant may refer to or describe Work Product or provide copies of Work Product with proprietary information redacted.

Consultant acknowledges that written materials used or developed in the course of performing the Services are public records subject to all applicable state and federal laws.

- 7. Consultant Intellectual Property.** Consultant Intellectual Property means any intellectual property that is developed in the course of the performance of the Services, developed independently from this Agreement, or employed by Consultant in connection with Consultant's performance of the Services, including without limitation any improvement to such property developed by Consultant in the course of performance. Consultant Intellectual

Property, including improvements and any proprietary rights therein, shall be the exclusive property of Consultant.

- 8. Confidential Information.** Both Parties acknowledge and agree that otherwise confidential information may be disclosed to or otherwise acquired by Consultant or its employees, sub-consultants, subcontractors, or agents in the course of its performance of the Services. Consultant agrees that it shall protect the confidentiality of such information with at least the same degree of care that Consultant uses in maintaining the confidentiality of its own information; shall not use such information for any purposes whatsoever other than the provision of Services to the Client; and shall not disclose nor discuss such information with any other party without Client's prior consent; provided that in the event Consultant receives a valid administrative or judicial order requiring release of confidential information, Consultant shall promptly notify Client of such order and shall thereafter be entitled to comply with the order.
- 9. Termination.** This Agreement may be terminated without cause by either Party upon no less than thirty (30) calendar days' notice in writing to the other party, unless a lesser time is mutually agreed upon in writing by both Parties. A written notice of termination shall be delivered by email to the email address indicated on the Signature page of this Agreement.
- 10. Limitation of Liability.** The sole remedy for any breach of this Agreement by Consultant shall be to reimburse the Client for actual fees, if any, received by Consultant in compensation for Services that were not provided, or were provided in violation of Section 5 of this Agreement.

In no event shall Consultant, its employees, officers, agents, managers or members (collectively, the "Consultant Affiliates") be liable for any damages including loss of use, interruption of business, or any indirect, special, incidental, or consequential damages of any kind (including without limitation loss of profits) arising out of the performance of this Agreement or in connection with the terms of this Agreement, regardless of the form of action, whether in contract, tort, strict product liability, or otherwise, and regardless whether Consultant has been advised of the possibility of such damages.

- 11. Indemnification.** Subject to the provisions and limitations of the Oregon Tort Claims Act, each party shall defend, save, hold harmless and indemnify the other party, its officers, employees and agents from and against all third-party claims, suits, actions, losses, damages, liabilities, costs and expenses, including but not limited to attorney fees and legal costs, arising out of or relating to the indemnifying party's performance of their obligations under this Agreement, except that neither party shall be obligated to indemnify the other to the extent that the injury, loss or damage was caused by the gross negligence, willful misconduct, fraud, or bad faith of the Party seeking indemnification.

12. Non-Exclusive Agreement. This Agreement is non-exclusive. Nothing in this Agreement shall restrict the right of Consultant to enter into agreements with other parties for services similar in nature to the Services provided under this Agreement.

Client further acknowledges and agrees that Consultant may, concurrent with the Services provided under this Agreement or any separate agreement with Client, undertake consulting or service engagements with other persons or entities who may request grant funding from some or all of the same funding agencies as the Client seeks under the Services provided under this Agreement.

13. Independent Contractor. In the performance of the Services Consultant is and shall be an independent contractor for all purposes. Unless otherwise expressly provided herein or authorized in writing, Consultant shall have no authority to bind Client for any purpose nor to assume or create any obligation of any kind, expressed or implied, on Client's behalf.

Consultant shall exercise independent professional judgment in determining the means and methods to Perform the Services.

Nothing in this Agreement shall be construed to create an employment relationship, joint venture, or business partnership between the Parties. Neither Party has the power or authority to commit or bind the other Party without such other Party's prior written consent.

When performing Services under this Agreement or otherwise acting as directed by Client, Consultant shall be deemed an agent of Client for purposes of ORS 30.285.

14. Other Provisions.

No Third-Party Beneficiaries. This Agreement is entered into solely for the benefit of Consultant and Client. No third party will be deemed a beneficiary of this Agreement, and no third party shall be entitled to make any claim or assert any right under this Agreement.

Non-Waiver. The waiver of any term or condition contained in this Agreement by any Party shall not be construed as a waiver of a subsequent breach or failure of the same term or condition or a waiver of any other term or condition contained in this Agreement.

Binding Effect; Assignment. The rights, obligations, and liabilities of the Parties shall bind and inure to the benefit of their respective successors, heirs, executors and administrators, as the case may be; provided, however, that Consultant may not assign or delegate Consultant's obligations under this Agreement either in whole or in part without the prior written consent of Client.

Headings. The section headings used in this Agreement are intended for convenience of reference and shall not by themselves determine the construction or interpretation of any provision of this Agreement.

Survival. The terms, provisions and/or covenants of Sections 5 (Warranties), 8 (Confidential Information), 10 (Limitation of Liability), 11 (Indemnification) and 13 (Independent Contractor) shall survive the termination of this Agreement.

Savings Clause. If any provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not be affected thereby.

15. Governing Law; Venue. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Oregon, without regard to conflict of law principles. Any legal action to interpret or enforce the terms of this Agreement shall be brought in the Oregon Circuit Court in Clatsop County.

16. Entire Agreement. This writing and all explicitly incorporated documents are intended both as a final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both parties. This Agreement supersedes any and all prior and contemporaneous understandings, agreements, plans, and negotiations, whether written or oral, with respect to the subject matter hereof.

17. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

18. Contacts. For purposes of this Agreement, Client's authorized representative shall be Matt McGrath, Deputy Director, 422 Gateway Ave., Suite 100, Astoria, Oregon 97103; email: mmcgrath@portofastoria.com. Consultant's authorized representative shall be Shane Jensen, Managing Member, AVH Consulting LLC, 1906 Pahsimeroi Cir., Twin Falls, ID 83301.

IN WITNESS WHEREOF, the Parties have entered into this Consulting Services Agreement as of the date of last Signature below.

CLIENT:

Port of Astoria
422 Gateway Ave., Suite 100
Astoria, OR 97103

Name of Client Authorized Representative

Title

Signature

Date

Email

CONSULTANT:

AVH Consulting, LLC
1906 Pahsimeroi Cir
Twin Falls, ID 83301

Shane Jensen, Managing Member
AVH Consulting, LLC

Date

shane@avhconsult.com

Email