

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

January 7, 2025 @ 4:00 PM
 422 Gateway Ave Suite 100, 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. Meeting Minutes –
 - Workshop Session 11/19/2024 3
 - b. Financials –
 - November 2024 8
 - c. Event Calendar –
 - January 2025..... 16
8. ACTION
 - a. Surplus Dredge “S. Felkins” for Auction..... 17
 - b. Surplus “Sentinel” Workboat for Auction..... 23
 - c. ODOT – Statewide UCP Agreement..... 26
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 – January 21, 2025 at 4:00 PM
 - b. Regular Session –February 4, 2025 at 4:00 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
NOVEMBER 19, 2024**

PORT OF ASTORIA
WORKSHOP SESSION
COMMISSION CHAMBERS
422 GATEWAY AVE., SUITE 100
ASTORIA, OR 97103

Call to Order:

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

Roll Call:

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

Staff Present: Executive Director Will Isom; Deputy Director Matt McGrath; Finance & HR Director Melanie Howard; Office Manager Dianna Delgado.

Port Counsel: Eileen Eakins was not present.

Also Attending: Finance Advisory Committee Chairman David Oser; Mark Popkin of Popkin Real Estate; Mike Oien of Terry's Plumbing.

Pledge of Allegiance

Changes/Additions to the Agenda:

There were no changes to the agenda.

Public Comment:

No public comment was received.

Advisory Items:

6a. Discuss Finance Committee Role

Finance Advisory Committee Chairman David Oser provided an overview of the Finance Committee's role and purpose. Key points from the discussion included:

- The Finance Committee should have at least one member with expertise in finance and accounting.
- The Committee helps the Port Commission by reviewing financial statements, audits, cash flow, investments, and debt financing—areas that may require more time or expertise than the Commission can dedicate.
- While not a state requirement, the committee can help manage financial risks, especially as the Port takes on larger projects that require more oversight.
- The committee reviews both internally and externally prepared financial statements and makes recommendations to the Port Commission but does not have the authority to approve changes.
- Commissioner Frank Spence praised Oser and the Finance Committee for their work over the years.
- Commissioner Tim Hill highlighted the value of financial expertise, saying his own business

wouldn't have succeeded without a strong financial team.

- Commissioner Stevens noted that while no vote would be taken at this meeting, the Board of Commissioners sees the committee as an asset since not all commission members have financial backgrounds.

6b. Terry's Plumbing Lease

Mike Oien from Terry's Plumbing provided background on the company and its operations. Key points from his presentation included:

- The company currently employs 17 full-time staff with family-wage jobs and benefits. Additionally, it offers apprenticeships to high school students, with nine former apprentices becoming full-time plumbers.
- Terry's Plumbing was founded by Oien's father in 1992. Since his retirement nine years ago, the company has grown from four to 25 employees, with increased profitability.
- Along with JP Plumbing, Terry's Plumbing makes up nearly 90% of the plumbing revenue in Clatsop County.
- Over the past three years, the company has received buyout offers, but Oien intends to keep it a family business with no plans to sell or relocate.
- Since 2018, businesses leasing government-owned property have been subject to additional taxes, requiring Terry's Plumbing to pay taxes on a building it does not own.
- To ensure long-term stability and growth, Oien believes purchasing the building they currently lease would be the best path forward.
- The company significantly contributes to the local economy, spending on suppliers, insurance, IT services, employee wages, and vehicle purchases – all with businesses in Clatsop County.
- Oien clarified that he is not seeking a discounted price and is willing to pay market value for the property.
- Commissioner Stevens thanked Oien for his presentation and acknowledged that past sales of Port properties have sometimes been regrettable, as once sold, they are difficult to reacquire. He noted that the Board of Commissioners will carefully consider the request to make the best decision for the Port.

6c. City of Warrenton Mitigation Update

Executive Director Will Isom provided an update on the mitigation efforts related to the Pier 2 Rehabilitation project.

- As part of the project, the seawall will need to be replaced, which will create a new tidal estuary. After working with consultants to identify a suitable mitigation site, the Skipanon was determined to be the best option because of its location and it is already Port-owned.
- The Port submitted a mitigation application to the City of Warrenton, but it was denied. The Port chose to appeal the decision, but consultants advised that if the appeal is denied again, there would be a 12-month waiting period before another application could be submitted, causing further delays.
- The Pier 2 West Rehabilitation was originally projected to begin in November 2025, but this is dependent on obtaining the necessary permits. A recent meeting with the City of Warrenton did not go as expected, as City staff remained firm in requiring the Port to find a different mitigation site without providing a clear explanation.
- Isom noted that the City may not fully recognize the regional impact of the Pier 2 Rehabilitation. Officials referenced a 1981 agreement between the Columbia River Estuary Study Taskforce (CREST), the Port, and the City that designated the Skipanon for future industrial use. However, many parts of that agreement are no longer relevant, and upcoming

FEMA regulations (effective December 1) may further complicate the potential for development.

- Mitigation sites must be located in areas influenced by tidal waters and cannot impact existing wetlands. Finding an alternative site, or one owned by another entity that would be willing to sell would likely lead to additional delays.
- The Port is continuing to explore other options while also working to help the City understand why the Skipanon is the most suitable mitigation site.
- Commissioner Rohne suggested reaching out to former Senator Betsy Johnson for assistance in facilitating discussions between the involved parties.
- Isom noted that pushing political pressure could create resistance and believes that working directly with City staff may be more effective, as their recommendations will carry weight with the Planning Commission. He has also reached out to former Mayor Kujala for support.
- Commissioner Spence expressed disappointment in the City's decision, noting that the Port has historically had a strong working relationship with Warrenton and hopes that outreach efforts will lead to a positive resolution.
- Commissioner Stevens thanked Isom for his efforts and expressed surprise at the City's unanimous decision to deny the application.

For the full discussion, please refer to the meeting audio.

Action Items:

7a. City of Warrenton Letter of Support

Isom shared that the City of Warrenton requested a letter of support for an EPA Clean Water Act grant to help fund the replacement of the city's wastewater treatment plant. As this matter extends beyond the Port, Isom presented a draft of the letter for the Board of Commissioners to review.

- Commissioner Stevens asked whether the letter would be signed by the Executive Director or the Commission. Isom clarified that it would be signed by a Commissioner.
- Commissioner Rohne suggested that the letter should be signed by the Chairman, which was added to the motion.
- Commissioner Stevens agreed to sign the letter with edits.

Commissioner Rhone moved to Support the Project Warrenton Has Proposed and to Submit the Support Letter Signed by the Port Commission Chairman Immediately. Commissioner Hill seconded. The motion carried 5-0 amongst the Commissioners present.

7b. Personnel Policies Update

Finance and HR Director Melanie Howard presented the updated Personnel Policy for approval, noting that the last update was in 2020. Key updates include:

- New language adopted to align with the Oregon Paid Leave Program.
- Policy updates initially dated for adoption in November 2024 will be adjusted to December 2024.
- Anti-harassment and retaliation provisions under Employee Relations were revised to meet grant requirements.
- An Inclement Weather and Emergency Closure Policy and a Remote Work Policy were added under Payroll and Scheduling.
- The definition of relationships by “blood or affinity” was clarified for Sick Leave utilization criteria.
- A Social Media Policy was added.
- Two supplemental policies were included: Airport On-Call Policy and Security Gate Guard On-Call Policy.

Commissioner Campbell asked about the inclusion of Juneteenth as an observed holiday. Howard explained that the Port follows the Federal holiday schedule, and Juneteenth was recently added as a recognized Federal holiday.

Isom noted that as part of the approval process, the updated Personnel Policy is first presented to the Commission for approval. If approved, Union Representatives will have an additional 14 days to review it.

Commissioner Campbell moved to approve the Personnel Policy Update. Commissioner Hill. The motion carried 5-0 amongst the Commissioners present.

Commission Comments:

Commissioner Campbell commented on the following:

Asked about dredging at the Port. Isom responded that no dredging is planned for this winter as the focus will be on the East Basin Causeway removal instead. Isom explained that the Port is still seeking a long-term solution for dredging at the Central Waterfront. Current equipment is no longer safe or efficient to use. Moving forward, discussions will focus on whether to contract out, purchase new equipment, or explore a partnership with the private sector.

Commissioner Rohne commented on the following:

Was not able to attend the meeting in person, but glad to have joined by Zoom. The virtual format worked reasonably well.

Commissioner Spence commented on the following:

Shoutout to the Clatsop Cruise Hosts (CCH), who voluntarily assist cruise ship visitors by providing maps, coupons for local businesses, and shuttle bus tickets to tour downtown Astoria.

Commissioner Hill did not have any comments.

Commissioner Stevens commented on the following:

- Attended a meeting with the City of Warrenton alongside the Executive Director and others.
- As part of the Northwest Ports Association, received a survey from the National Oceanic and Atmospheric Administration regarding National Marine Fisheries interactions with the Port. Worked with Commissioner Hill and others to complete the survey on behalf of the Port.

Executive Director Comments:

- Isom thanked David Oser for his work on the Finance Committee, emphasizing that it is difficult to find qualified volunteers for finance and budget-related committees. He noted that having a Finance Committee helps build public trust and has already received positive feedback from the audit team. The committee is now formally included in the Port's bylaws as a required body.
- The Port Holiday Party for Commissioners and staff will be held on December 7 at 5:30 PM.

Upcoming Meeting Dates:

- Regular Meeting – December 3, 2024, at 4:00 PM
- Workshop Session – December 17, 2024, at 4:00 PM

Adjourned:

Chairman Stevens adjourned the meeting at 4:42 PM.

APPROVED:

ATTEST:

Robert Stevens, Board Chairman
Board of Commissioners

Tim Hill, Secretary
Board of Commissioners

Respectfully submitted by:
Dianna Delgado
Office Manager

January 7, 2025
Date Approved by Commission

DRAFT



NOVEMBER 2024 FINANCIALS NARRATIVE*

Summary

For July through November 2024, the Port reported an operating gain of \$1,412,200. This is \$92,400 below budget expectations but \$445,700 ahead of prior-year profits. Year-to-date (YTD) operating revenue stands at 86% of budget, while operating expenses are at 83% of budget. Non-operating income is at 90% of budget, and non-operating expense is at 100% of budget. The total YTD net income is \$655,600, which is \$269,300 behind budget expectations but \$770,200 ahead of prior-year profits.

Revenue

In major income categories, dockage revenues were \$252,200 below budget expectations and \$72,500 lower than the prior fiscal year. Lease and rental income fell short of budget by \$22,700 but exceeded prior-year results by \$130,700. Income from rebilled expense (e.g., tenant utilities, longshore labor) was \$125,600 under budget but \$351,100 higher than the prior year.

Gross Marina revenues were at 100% of both the budget and the prior year. Boatyard gross revenues reached 147% of budget and 140% of the prior year. Net profits from marina fuel sales totaled \$151,600, down \$10,500 compared to the prior year, while airport fuel profits increased by \$20,000, resulting in a net profit of \$172,300.

Expense

Personnel services were close to budget expectations while materials and services were \$758,700 under budget. In September, the marina and boatyard recognized combined bad debt expense of \$30,200 related to previously recognized revenue now deemed uncollectible.

Capital spending in November focused on the Pier 2 West project, T-Dock power at the marina, the byproduct recovery center study, and the Recology gravel pad extension. Net capital spending, after grant reimbursements, increased by \$1,155,300 compared to the prior fiscal year.

Fuel Sales Summary:

Marina Fuel	Unleaded Sales \$	Unleaded Sales Gal	Unleaded COGS	Unleaded Profit	Diesel Sales \$	Diesel Sales Gal	Diesel COGS	Diesel Profit
Jul - Nov 2024	\$ 339,176	59,738	\$ 220,211	\$ 118,965	\$ 100,328	16,981	\$ 67,647	\$ 32,681
Jul - Nov 2023	\$ 391,259	60,257	\$ 271,468	\$ 119,791	\$ 128,600	13,562	\$ 86,252	\$ 42,348
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 - Nov 2024	\$ 356,450	72,550	\$ 207,320	\$ 149,130	\$ 129,655	22,965	\$ 106,460	\$ 23,195
Jul - Nov 2023	\$ 434,500	81,579	\$ 300,422	\$ 134,078	\$ 171,819	29,695	\$ 153,468	\$ 18,351

*Numbers have been rounded to the nearest hundredth value.

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

	Actuals Jul 2024 - Nov 2024	Actuals Jul 2023 - Nov 2023	Budget Jul 2024 - Nov 2024	Budget Variance Through Nov	% of Budget Through Nov	Full '24-'25 Budget
<u>Operating Revenues</u>						
Dockage & Vessel Service	494,573	567,140	746,799	-252,226	66%	1,861,299
Lease & Rental Income	1,467,174	1,336,466	1,489,829	-22,655	98%	3,504,146
Rebilled Expenses	1,385,545	1,034,482	1,511,158	-125,613	92%	3,295,733
Boat Haulout	427,993	304,881	291,957	136,036	147%	720,000
Marina Revenues	326,565	325,925	327,162	-597	100%	667,820
Fuel Sales	925,609	1,126,177	1,467,456	-541,847	63%	2,366,984
Ticket Revenues	1,860	1,660	2,063	-203	90%	2,500
Other Income	34,380	38,986	48,368	-13,988	71%	98,450
Total Operating Revenues	5,063,699	4,735,719	5,884,792	-821,093	86%	12,516,932
<u>Operating Expenses</u>						
Personnel Services	1,307,027	1,197,648	1,307,250	-223	100%	3,283,196
Materials and Services	2,314,240	2,571,519	3,072,900	-758,660	75%	5,993,483
Bad Debt Expense	30,213	0	0	30,213	100%	5,993,483
Total Operating Expenses	3,651,480	3,769,167	4,380,150	-728,670	83%	9,276,679
Income from Operations	1,412,219	966,551	1,504,642	-92,423	94%	3,240,253
<u>Non-Operating Revenues</u>						
Property Tax Revenues-Genl Fund	730,546	755,652	877,418	-146,872	83%	1,112,850
Timber Tax Revenues	100,106	71,574	100,106	0	100%	192,580
Other County Revenues	4,156	7,740	38,996	-34,840	11%	39,500
Grants*	729,137	517,635	729,137	0	100%	2,082,400
Settlement	0	0	0	0	0%	0
Interest Income	10,341	13,583	5,500	4,841	188%	13,200
Total Non-Operating Revenues	1,574,286	1,366,184	1,751,157	-176,871	90%	3,440,530
<u>Total Non-Operating Expenses</u>						
Capital Outlay*	1,978,586	611,740	1,978,586	0	100%	5,177,230
Interest Expense	86,607	93,970	86,607	0	100%	430,567
Principal Expense	265,702	201,178	265,701	1	100%	1,252,832
Total Non-Operating Expenses	2,330,895	906,888	2,330,894	1	100%	6,860,629
Net Income (Loss)	655,610	1,425,848	924,905	-269,295	71%	-179,846

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

Port of Astoria
Balance Sheet
as of November 2024

November 30, 2024

ASSETS

Current Assets

Cash & Cash Equivalents

Cash Funds	745
Operating Account #1442	1,797,097
Payroll Account #5344	98,340
Bornstein MMA #0004	0
Money Market #1259	777,409
Restricted AOC4 MMA #0760	258,276

Total Clatsop Community Bank 2,931,123

Total Cash & Cash Equivalents 2,931,868

Accounts Receivable 295,540

Other Current Assets 3,807,599

Total Current Assets 7,035,007

Fixed Assets 35,496,980

Other Assets

Long-term Receivables 15,783,546

TOTAL ASSETS 58,315,533

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Accounts Payable 644,777

Other Current Liabilities 13,894,858

Total Current Liabilities 14,539,635

Long Term Liabilities

Accrued Vacation Payable 182,761

Accrued Sick Leave 220,885

Notes Payable 11,904,297

Net Pension Liability 1,415,332

OPEB Liability 730,145

Lease Liability 925,064

Pollution Remediation AOC 4 Liability 3,030,610

Less Current Portion LT Debt -1,465,897

Total Long Term Liabilities 16,943,198

Total Liabilities 31,482,833

Equity

Retained Earnings 26,177,090

Net Income 655,610

Total Equity 26,832,700

TOTAL LIABILITIES & EQUITY 58,315,533



Capital Projects
November 2024
Budget to Actual

DEPARTMENT AND PROJECT		CAPITAL SPENDING & GRANTS			CAPITAL PROJECTS & GRANTS				
Department	Description	Adopted Capital Expenditure	Adopted Grant Funding	Adopted POA Expense	Expenses through 11/30/2024	Grants Received through 11/30/2024	through 11/30/2024 NET OF GRANTS	Estimate of Remaining POA Expense	Priority (1-10)
WFW	Pier 2 West Engineering - 90% Design	834,800	584,400	250,400	448,511	445,305	3,206	247,194	1
WFW	Pier 2 West NEPA Requirements	80,630	30,000	50,630	36,838	31,566	5,272	45,358	1
WFW	Pier 2 West Appraisals	10,800	-	10,800	4,965	-	4,965	5,835	1
WFW	Pier 2 West Wetlands Mitigation Bank Study	26,500	23,850	2,650	35,832	19,055	16,777	(14,127)	1
Airport	Airport Industrial Park	250,000	-	250,000	33,220	-	33,220	216,780	2
Airport	Tide Gate Feasibility Study	40,000	40,000	-	740	-	740	(740)	2
WFW	2023-24 Security Upgrades: Pier 1 Generator; Pier 1 Booth; Cyber Security	90,000	31,500	58,500	60,481	13,363	47,118	11,382	2
WFE - Marinas	Fender Pile Replacement (25) West Basin Marina	250,000	-	250,000	250,676	125,000	125,676	124,324	3
Airport	Airport Land Improvements	30,000	-	30,000	6,404	-	6,404	23,596	3
WFW	Pier 1 Face - Replace Yokohamas	40,000	-	40,000	-	-	-	40,000	3
WFW	Pier 2 East - Repairs based on ODOT reports	550,000	-	550,000	24,555	-	24,555	525,445	3
WFE - Marinas	West Basin T-Dock Power	85,000	-	85,000	96,499	-	96,499	(11,499)	5
WFW	422 Gateway Building - Repairs/Upgrades	200,000	-	200,000	6,898	-	6,898	193,102	5
WFW - Boatyard	Boatyard Equipment	1,377,000	1,032,750	344,250	10,262	11,800	(1,538)	345,788	5
WFW - Boatyard	Boatyard Upgrades	25,000	-	25,000	1,800	-	1,800	23,200	5
Administration	2024-25 IT Upgrades	30,000	-	30,000	-	-	-	30,000	6
Airport	Hangar Maintenance	300,000	300,000	-	-	-	-	-	6
WFE - Marinas	2024-25 Security Upgrades: Trident Equipment, Misc.	50,000	37,500	12,500	-	-	-	12,500	6
WFW	Pier 1 Building - Repairs/Upgrades	35,000	-	35,000	28,642	-	28,642	6,358	7
Airport	Terminal Building - Remodel/Upgrades	50,000	-	50,000	9,211	-	9,211	40,789	7
WFW	413 Gateway Building - Repairs/Upgrades	55,000	-	55,000	31,940	-	31,940	23,060	7
WFW	Gateway Avenue Repair / Restripe	27,500	-	27,500	-	-	-	27,500	7
WFE - Marinas	East Mooring Basin Dredging	400,000	-	400,000	6,140	-	6,140	-	9
Airport	Airport Tractor and Mower	60,000	-	60,000	61,498	-	61,498	-	10
Airport	Backfill and Site Prep Behind Recology	250,000	-	250,000	297,043	-	297,043	-	10
WFW	Wayfinding Signage	30,000	-	30,000	2,317	-	2,317	-	10
	Misc	-	-	-	523,559	83,047	440,512	465,838	
TOTALS		5,177,230	2,080,000	3,097,230	1,978,031	729,137	1,248,894	2,381,684	

10:03 AM
12/05/24
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	12/05/2024	84529	ALS Environmental	Cust # 207691-01 Inv# 36-51-665531-0	500.00
Bill Pmt -Check	12/05/2024	84530	Amazon	Acct#: A3O230TH9VG0U	344.96
Bill Pmt -Check	12/05/2024	84531	America's Phone Guys	Acct# 31377 Nov 2024 Inv# IN-800111163900	410.06
Bill Pmt -Check	12/05/2024	84532	AT&T	Acct # 019 295 1870 001 - Nov24	25.71
Bill Pmt -Check	12/05/2024	84533	AVH Consulting, LLC	PoA_040824	13,181.57
Bill Pmt -Check	12/05/2024	84534	B&S Pest Management, LLC	Acct#: 5096	85.00
Bill Pmt -Check	12/05/2024	84535	Business Oregon	Acct # 1230000473-Loan#252193 -T-Hangar...	8,501.36
Bill Pmt -Check	12/05/2024	84536	Business Oregon	Acct # 1230000433-Loan#X08002- Lektro Ha...	14,626.82
Bill Pmt -Check	12/05/2024	84537	Business Oregon	Acct # 1230000996-Loan # B02001 - West B...	68,472.70
Bill Pmt -Check	12/05/2024	84538	Business Oregon	Acct # 1230001044-Loan #B04001- West Ba...	164,833.53
Bill Pmt -Check	12/05/2024	84539	Business Oregon	Acct # 1230000995-Loan #L05001- Fuel Tan...	20,805.00
Bill Pmt -Check	12/05/2024	84540	Business Oregon	Acct # 1230000433-Loan # X05002- Lektro E...	148,656.00
Bill Pmt -Check	12/05/2024	84541	Business Oregon	Acct # 1230000433-Loan #W04001- West Ba...	47,440.00
Bill Pmt -Check	12/05/2024	84542	Business Oregon	Acct # 1230000433-Loan #W04002- Bornstei...	187,000.00
Bill Pmt -Check	12/05/2024	84543	C-TechSolutions LLC	Inv# PAST016 - Server T/S, windows repair &...	240.00
Bill Pmt -Check	12/05/2024	84544	Campbell Environmental		3,713.75
Bill Pmt -Check	12/05/2024	84545	CenturyLink	Acct # 497163267	111.82
Bill Pmt -Check	12/05/2024	84546	Cintas Corporation	10829	233.18
Bill Pmt -Check	12/05/2024	84547	City Lumber	Cust # 7259	63.41
Bill Pmt -Check	12/05/2024	84548	City of Astoria - utilities		409.21
Bill Pmt -Check	12/05/2024	84549	Clatsop County DeeJays, LLC	120724 Holiday Party Event	800.00
Bill Pmt -Check	12/05/2024	84550	Clatsop Cruise Hosts.	Inv# 2024F1 - 1/4 of Captain gift baskets 202...	230.00
Bill Pmt -Check	12/05/2024	84551	Custom Excavating	Recology Pad Extension - Nov work - Progres...	18,483.10
Bill Pmt -Check	12/05/2024	84552	Earthworx Excavation, LLC	Inv# 1433 - Airport New Road Cosntruction	72,159.76
Bill Pmt -Check	12/05/2024	84553	Englund Marine (Boatyard) 15589	Acct# 15589	550.88
Bill Pmt -Check	12/05/2024	84554	Englund Marine (Marina) 14130	Acct# 14130	91.34
Bill Pmt -Check	12/05/2024	84555	Englund Marine (MX) 14129	Acct# 14129	35.61
Bill Pmt -Check	12/05/2024	84556	Frank Spence, Commissioner	Reimb - FS Oct-Nov 2024	150.00
Bill Pmt -Check	12/05/2024	84557	Harold Culver (Retiree)	Reimb Medicare Supplement Plan - Nov 2024	278.28
Bill Pmt -Check	12/05/2024	84558	Hauer's Lawn Care & Equip	Inv# 86465	26.95
Bill Pmt -Check	12/05/2024	84559	J P Plumbing Company, Inc.	Cust ID: AS75	239.00
Bill Pmt -Check	12/05/2024	84560	Joey Gochis (A/P)	Nov 2024 Reimb - Pacific Marine Expo Travel	251.25
Bill Pmt -Check	12/05/2024	84561	Jordan Ramis PC	Client ID 43046	475.50
Bill Pmt -Check	12/05/2024	84562	LANDA Northwest, Inc.	Acct # B18231	2,224.85
Bill Pmt -Check	12/05/2024	84563	Lawson Products	Cust # 10075026 Inv# 9312037168	222.21
Bill Pmt -Check	12/05/2024	84564	LIBERTY THEATER	Port of Astoria Christmas Party Date: 12/7/24...	275.00
Bill Pmt -Check	12/05/2024	84565	Northwest Local Gov't Legal Advis...	Inv# 13887 Services: 11/4/24-11/26/24	2,622.00
Bill Pmt -Check	12/05/2024	84566	Northwest Roofing & Construction ...		3,850.00
Bill Pmt -Check	12/05/2024	84567	NW Natural		316.39
Bill Pmt -Check	12/05/2024	84568	Olson Asphalt Maintenance, LLC	Inv# 4479 - Pier 1	143.75
Bill Pmt -Check	12/05/2024	84569	P & L Johnson Mechanical, Inc.		761.51
Bill Pmt -Check	12/05/2024	84570	Pacific Office Automation - Networ...	Cust# 80M829	125.00
Bill Pmt -Check	12/05/2024	84571	Pacific Power		5,597.19
Bill Pmt -Check	12/05/2024	84572	Pacific Power	WO# 7308849 - 10 Pier-1, Astoria, Relocate ...	6,939.00
Bill Pmt -Check	12/05/2024	84573	PacificSource Administrators	Employer ID: P00431	1,438.79
Bill Pmt -Check	12/05/2024	84574	PetroCard, Inc.	01-0004280 & 00-0300590	633.41
Bill Pmt -Check	12/05/2024	84575	PND ENGINEERS, INC	Project # 234038 Astoria Pier 2 West Service...	52,820.40
Bill Pmt -Check	12/05/2024	84576	S. Bruce Conner	December 2022	2,100.00
Bill Pmt -Check	12/05/2024	84577	Sage Bleu LLC	Holiday Party Catering - 120724 2nd Payment	2,440.50
Bill Pmt -Check	12/05/2024	84578	Schwabe Williamson & Wyatt, P.C.	Warrenton OR Land Use - Inv# 3406150	940.00
Bill Pmt -Check	12/05/2024	84579	Sherwin-Williams	4251-5877-1	269.84
Bill Pmt -Check	12/05/2024	84580	Shred-It (Stericycle)	Cust # 16971101	64.20
Bill Pmt -Check	12/05/2024	84581	Special Districts Health Premiums	Cust # 03-0016324 Health Insurance - Inv# J...	51,879.16
Bill Pmt -Check	12/05/2024	84582	Spectrum - 5501	8787 14 001 0420590	39.99
Bill Pmt -Check	12/05/2024	84583	Stacy Bandy (A/P)	Reimb: SB Nov 2024	164.95
Bill Pmt -Check	12/05/2024	84584	Staples Advantage	Act #LA 1833939 Inv# 6017546812	58.88
Bill Pmt -Check	12/05/2024	84585	Stormwater Biochar, LLC	Inv# 2978 - Airport & Central Waterfront	730.00
Bill Pmt -Check	12/05/2024	84586	Streamline	Order# 28260985392	350.00
Bill Pmt -Check	12/05/2024	84587	Terry's Plumbing LLC.	Inv# 24-01791 - Misc pipe - 422 Gateway	59.08
Bill Pmt -Check	12/05/2024	84588	VenTek International	Cust # PORTASTORIA Parking Mo Fee Inv#...	475.00
Bill Pmt -Check	12/05/2024	84589	Verizon Wireless #7705-1	270297705-00001	644.29
Bill Pmt -Check	12/05/2024	84590	Walter E. Nelson Co.	Cust # 1629	12.57
Bill Pmt -Check	12/05/2024	84591	Wells Electrical Contracting, Inc.		51,117.73
Bill Pmt -Check	12/05/2024	84592	Pacific Power	Acct #09996911-0271 Nov24 through 11/07/...	3,564.60
Total 102-02 - CCB Operating #1442					966,306.04

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OK 370

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12-5-24

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12/05/24

Accrual Basis

Port of Astoria
Vouchers Paid -- Operating Acct

Type	Date	Num	Name	Memo	Credit
Total 102-00 - Cash					966,306.04
TOTAL					966,306.04

OK

WWS

9:39 AM

12/20/24

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	12/20/2024	EFT...	Gravity Payments	Monthly Gravity Direct & USAePay Gateway f...	25.40
Bill Pmt -Check	12/20/2024	84593	Ag-Bag Forage Solutions		1,719.26
Bill Pmt -Check	12/20/2024	84594	Airside Solutions, Inc.	Inv #40239 - Runway Lights: Spare bulbs & p...	1,895.61
Bill Pmt -Check	12/20/2024	84595	Alternative Surfaces	Gateway South Entrance Upgrades: Grind & ...	5,472.00
Bill Pmt -Check	12/20/2024	84596	Anchor Graphics	Newsletter-OCT 2024 Inv#1494-24	959.68
Bill Pmt -Check	12/20/2024	84597	Atlantis Auto Glass	Inv# 34157 - Boatyard CAT Forklift glass repair	175.00
Bill Pmt -Check	12/20/2024	84598	Bergerson Construction, Inc	Project # 23101 Inv# 224.1101 - Pile Replace...	12,521.25
Bill Pmt -Check	12/20/2024	84599	BOLI	Project # 31-EB Causeway Removal RFE #0...	519.50
Bill Pmt -Check	12/20/2024	84600	C-TechSolutions LLC	PAST000006 - Cap Proj#27-Cameras in P1Bl...	2,070.00
Bill Pmt -Check	12/20/2024	84601	CenturyLink	Acct # 497163267	111.82
Bill Pmt -Check	12/20/2024	84602	Cintas Corporation	10829	205.75
Bill Pmt -Check	12/20/2024	84603	City Lumber	Cust # 7259	709.53
Bill Pmt -Check	12/20/2024	84604	City of Warrenton		34,583.05
Bill Pmt -Check	12/20/2024	84605	CityServiceValcon (CSV)		31,088.18
Bill Pmt -Check	12/20/2024	84606	Coastal Alarm Systems, Inc.	Inv #CAS1390 for 2025 calendar year	2,121.12
Bill Pmt -Check	12/20/2024	84607	Columbia Fire & Safety, LLC		1,991.00
Bill Pmt -Check	12/20/2024	84608	Custom Excavating	Recology Pad Extension - Progress Payment ...	12,121.30
Bill Pmt -Check	12/20/2024	84609	DEQ - Project	Proj# 117915-00	735.98
Bill Pmt -Check	12/20/2024	84610	Dianna Degado (A/P)		227.68
Bill Pmt -Check	12/20/2024	84611	DSL		9,412.53
Bill Pmt -Check	12/20/2024	84612	Fjorten Construction, Inc.	Proj:26- Emergency Repairs P2W RFE#200 -...	7,800.00
Bill Pmt -Check	12/20/2024	84613	Haglund Kelley LLP	General # 10437.00 & Dispute # 10437.018 A...	957.50
Bill Pmt -Check	12/20/2024	84614	Hamilton Engine, LLC	Inv# 5624497 - Snorkelift Replacement Engin...	14,625.86
Bill Pmt -Check	12/20/2024	84615	Harold Culver (Retiree)	Reimb Medicare Supplement Plan - Dec 2024	278.28
Bill Pmt -Check	12/20/2024	84616	Hauer's Lawn Care & Equip	Inv# 86351 - Marina Pressure Washer	699.00
Bill Pmt -Check	12/20/2024	84617	Home Depot	6035 3225 3191 4798	1,108.55
Bill Pmt -Check	12/20/2024	84618	iFocus Consulting, Inc.		5,438.20
Bill Pmt -Check	12/20/2024	84619	J P Plumbing Company, Inc.	Cust ID: AS75	25.10
Bill Pmt -Check	12/20/2024	84620	Lower Columbia Engineering LLC		3,213.75
Bill Pmt -Check	12/20/2024	84621	MarinaWare	Software Troubleshooting - Nov 2024	385.00
Bill Pmt -Check	12/20/2024	84622	Maritime Fire & Safety Assoc.	Cust ID: PORAST02 - NOV Services Inv# F0...	270.00
Bill Pmt -Check	12/20/2024	84623	Napa Auto Parts	Cust # 76004	100.79
Bill Pmt -Check	12/20/2024	84624	Northwest Hydro, Inc.		24,900.00
Bill Pmt -Check	12/20/2024	84625	NW Marine Terminal Assn	2025 Membership Dues	1,277.00
Bill Pmt -Check	12/20/2024	84626	NW Natural		1,136.19
Bill Pmt -Check	12/20/2024	84627	ODOT- LOAN	Loan - ODOT -OTIB# MMTF0002	15,000.00
Bill Pmt -Check	12/20/2024	84628	OR - State of OR, Corp Div. Notary	M Howard - Commission Number# 1007226A...	40.00
Bill Pmt -Check	12/20/2024	84629	Pacific Power		4,773.46
Bill Pmt -Check	12/20/2024	84630	Performance Promotions		455.31
Bill Pmt -Check	12/20/2024	84631	PERS Health	AS-Group:10013822 Subscriber: H80550901...	324.93
Bill Pmt -Check	12/20/2024	84632	PetroCard, Inc.	01-0004280 & 00-0300590	770.95
Bill Pmt -Check	12/20/2024	84633	Quadiant (postage)	Acct# 7900-0440-8073-3391	275.00
Bill Pmt -Check	12/20/2024	84634	Recology Western Oregon		3,256.63
Bill Pmt -Check	12/20/2024	84635	Recology Western Oregon (Acct #...	A1080000232	777.09
Bill Pmt -Check	12/20/2024	84636	Recology Western Oregon (Acct #...	1080854307	45.97
Bill Pmt -Check	12/20/2024	84637	Robert D Hanks		1,502.92
Bill Pmt -Check	12/20/2024	84638	Schwabe Williamson & Wyatt, P.C.	Warrenton OR Land Use - Inv# 3410370 Serv...	12,727.00
Bill Pmt -Check	12/20/2024	84639	Sierra Springs	928320221793628	94.39
Bill Pmt -Check	12/20/2024	84640	SLR International Corp.	Proj#108.000023.00001 Byproduct Recovery ...	11,037.50
Bill Pmt -Check	12/20/2024	84641	Solutions YES, LLC	Acct # PO03 Copies: 11/8/24-12/7/24 Inv# IN...	339.60
Bill Pmt -Check	12/20/2024	84642	Special Districts Insurance Services	Pol#39P16324-194 CHG-11495, Tractor, Golf...	282.00
Bill Pmt -Check	12/20/2024	84643	Special Touch Janitorial, Inc.		4,400.00
Bill Pmt -Check	12/20/2024	84644	Spectrio, LLC	Acct # SPX755863	210.00
Bill Pmt -Check	12/20/2024	84645	Spectrum - 0901	Acct # 176560901 - Inv# 176560901 120724 ...	189.97
Bill Pmt -Check	12/20/2024	84646	Spectrum - 1001	Acct # 176561001 - Telephone service - Inv# ...	39.99
Bill Pmt -Check	12/20/2024	84647	Spectrum - 6401	Acct # 176526401 Inv# 176526401 120724 D...	2,092.81
Bill Pmt -Check	12/20/2024	84648	Stacy Bandy (A/P)	Reimb: SB Dec 2024	257.94
Bill Pmt -Check	12/20/2024	84649	Staples Advantage		480.00
Bill Pmt -Check	12/20/2024	84650	Sweet Septic and Portable Service	Boatyard & Airport weekly cleaning Dec 2024...	390.00
Bill Pmt -Check	12/20/2024	84651	Tina Bacon (AP)	Dec Reimb 2024	10.05
Bill Pmt -Check	12/20/2024	84652	Traffic Safety Supply Co.	C003028	485.13
Bill Pmt -Check	12/20/2024	84653	US Bank - Credit Cards		4,323.44
Bill Pmt -Check	12/20/2024	84654	Walter E. Nelson Co.	Cust # 1629	177.81
Bill Pmt -Check	12/20/2024	84655	WHA Insurance Agency, Inc.		34,736.00

Total 102-02 - CCB Operating #1442

280,376.75

Janice T. Campbell
OK
12-20-24

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12/20/24

Accrual Basis

Port of Astoria
Vouchers Paid -- Operating Acct

Type	Date	Num	Name	Memo	Credit
Total 102-00 · Cash					280,376.75
TOTAL					<u>280,376.75</u>

OK
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12-20-24

January 2025

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
			1	2	3	4
5	6 6:00pm Astoria City Council Mtg	7 4:00pm POA Regular Session 6:00pm CB City Council Mtg	8 5:00pm Clatsop Cnty Commission 7:00pm Gearhart City Council Meeting	9	10	11
12	13 6:00pm Seaside City Council Meeting	14 6:00pm CB City Council Work Session 6:00pm Warrenton City Council Meeting Mtg	15	16	17	18
19	20	21 4:00pm POA Workshop Session	22 5:00pm Clatsop Cnty Commission	23	24	25
26	27 6:00pm Astoria City Council Work Session 6:00pm Seaside City Council Mtg	28 7:45am AWACC Breakfast Mtg 5:30pm Astoria Planning Commission 6:00pm Warrenton City Council Mtg	29	30	31	Feb 1



Port of Astoria

COMMISSION MEETING

<u>BRIEFING DATE/TIME:</u>	Tuesday January 3, 2025, at 4:00 PM	
<u>DEPARTMENT:</u>	Maintenance	
<u>STAFF CONTACT:</u>	Joe Tadei	
<u>TOPIC:</u>	Surplus Dredge "S. Felkins" for Auction	
<u>PURPOSE:</u>		Information only
<i>Check all that apply</i>	X	Decision needed
		Follow up from previous briefing
<u>BACKGROUND & OVERVIEW OF SURROUNDING ISSUES:</u>		
Port staff would like to recommend putting the Dredge S. Felkins into surplus to auction off for sale. The dredge has surpassed its useful life and will no longer benefit the port in its dredging operations moving forward.		
<u>DOCUMENTS ATTACHED:</u>		
Vessel information and photos are provided for your review.		

JOHN C. MURDOCH, INC

Marine Surveyors

6211 North Ensign Street
Portland, Oregon 97217

Phone: 503/289-7614
Fax: 503/288-1682

Case No. 07-45
Inspection:
Condition, Valuation, &
Suitability for Service

August 7, 2007

DREDGE "FELKINS"

Report of Inspection made by the undersigned Surveyor on July 9 & 25, 2007 at the request of the Port of Astoria, Oregon on the Dredge "Felkins", Undocumented, Port of Astoria, Owners and Operators, while afloat at the Port of Astoria, Oregon Pier 1 and on drydock at Cascade General Shipyard, Portland, Oregon in order to ascertain the condition, valuation, and suitability of the vessel for service.

VESSEL PARTICULARS:

A welded & bolted steel inland water 16" portable hydraulic pipeline dredge. The hull narrows forward. A ladder and "A" frame are forward and spud gallows are aft.

Vessel built in 1972 by the Dixie Dredge Corp. at Miami, Florida.

Dimensions:

Length 80
Breadth 28'
Depth 6' 02"

The dredge is not Classed and has no Load Line. Of American ownership, the vessel normally operates with a crew of three (3).

INTENDED SERVICE:

The dredge is reportedly intended to engage in pipeline dredging operations in protected inland waters of the Columbia River around the facilities of the Port of Astoria, Oregon.

Post-it® Fax Note	7671	Date	8-6	# of pages	4
To	HAROLD LOVER				
Co./Dept.					
Phone #					
Fax #					

151,538
7/07

Copy -- 18 -- Rita
4/10

Case No. 07-45

GENERAL DESCRIPTION & ARRANGEMENT:

The Dredge "Felkins" is comprised of three (3) welded steel pontoons joined one to the other at flanged joints via 1" bolts. The center section measures 50' x 12' x 6' 02" and the two (2) outboard sections measure 80' x 8' x 6' 02" each. The 75' ladder is set in a 30' well forward of the machinery section. Wing sections are divided by seven (7) transverse bulkheads into eight (8) watertight compartments each with two (2) each 3,500 gallon fuel oil tanks aft of amidships and ballast tanks aft. The center section is open full length and contains the dredge pump and machinery and a 450 gallon fuel oil day tank. Entry to wing tank compartments is through 28-1/2" x 28-1/2" and 29" x 63" hatch ways closed by dogged, lipped steel lids or by 20" circular man holes covered with steel lids.

A single-story deck house of lightweight steel construction 54" in height provides cover for the machinery. Aloft and forward is the lever room outfitted with the operator's console with winch, cutter head, and engine controls, an Airguide magnetic compass, an ICOM vhf radio, and a chair. Atop the lever room is a navigation light mast.

Entry to the lever room is through steel and glass non watertight doors port and starboard sides 4-1/2' above the deck. Entry to the deckhouse from the main deck is through steel non watertight doors port and starboard sides over 5" sills. Three (3) hatches covered with non watertight lids are cut in the deck house top for access to large machinery components.

Scantlings were measured or estimated to be:

Deck: 1/4" plate
Side shell & bottom: 5/16" plate
Deck beams: 7" x 2" channel
Side frames: 6" x 2" channel
Lower floors: 9" x 2-3/8" channel
Deck & side longs: 3" x 2" x 1/4" angle
Bottom longs: 3-1/4" x 2-1/2" x 1/4" angle
Bulkhead vertical trusses: 6" x 2" channel

Power for the 16" Mobile Pulley centrifugal dredge pump is supplied by a Caterpillar Model D-398 12-cylinder diesel engine of 850 bhp via a Twin Disc clutch. A Caterpillar Model D-343 6-cylinder diesel engine drives a hydraulic pump serving the 5-drum swing and ladder winch motor as well as the cutter head motor and an alternator. Also provided is a fuel oil transfer pump and a sea water service pump. Engines are battery started, keel cooled, and exhaust through stacks fitted with silencers.

A 75' dredge ladder fabricated of 10" x 12" wide flange and 6" x 6" x 3/8" angle with 6" x 3-1/2" channel bracing is hinged at the forward end of the center pontoon section and is supported by an "A" frame structure sitting atop massive steel pedestals with 10" x 5-3/4" "I" beam back stays backed up by 2" wire rope. A 48" cutter head driven by a hydraulic motor is installed outwardly. The spud gallows is built from 10" x 14" "I" beam erected aft supports two (2) each 70' steel pipe spuds.

Case No. 07-45

GENERAL DESCRIPTION & ARRANGEMENT: (cont.)

Forward at the main deck level is a hydraulically-driven five (5) drum draw works spooling 3/4" wire rope controlling the dredge ladder, swing functions, and spud hoists. Cruciform bits are installed port and starboard aft; a Berger fairlead is fitted at the ladder end, and 17" cast steel cleats are ranged along the sides.

The port and starboard sides are protected by a 6" shaped steel guard and by heavy truck tires. Exposed deck edges are protected by 2-course pipe and chain hand railings.

Fire protection is afforded by six (6) 20# CO2 and two (2) 5# dry chemical portable fire extinguishers distributed about the vessel. Two (2) ring buoys with throw lines and three (3) portable trash pumps with hose are normally carried.

GENERAL CONDITIONS:

Exterior surfaces of the hull were partly coated. The superstructure was generally well coated with areas of rusting and scaling evident. Decks were partly coated and scaled. Nonskid deck paint was heavily service worn.

Tank internals were well coated aloft and rusted and scaled below except for the fuel oil tanks which were bare and rusted. Engine room surfaces were well coated and bilges were freshly painted.

Shell plating was generally lightly waved between internals except forward and aft where it was variously inset 1" to 2" in upper half. The hatch coaming to Tank No. 2 port was deteriorated. Deck house paneling forward to starboard was wasted and lever room doors were in poor condition. Three (3) bottom longs in Tanks No. 7 port and starboard were fractured. Accumulations of fuel oil were noted in the tank aft of the starboard fuel oil wing tank. Wing tank bulkheads were penetrated by stuffing tubes for a former bilge alarm and pumping system. The bottom was wasted through and leaking in way of Tank No. 1 starboard. Manholes were in general poor repair. Lever room insulation was torn. Overall, wear and tear of the vessel was considered typical.

Housekeeping was lacking.

The dredge ladder and spuds along with safety gear had been removed in preparation for drydocking.

MISCELLANEOUS:

While on drydock, zinc anodes were renewed, wasted portions of the forward end of the starboard wing section were cropped and renewed, fuel oil tank bulkhead leaks were repaired, audiogaugings of the three (3) hull sections were taken and recorded, man hole covers were replaced with flush aluminum lids or with bolted and gasketed steel lids in way of fuel tanks, and the hull was sand swept and painted.

Case No. 07-45

VALUATIONS:

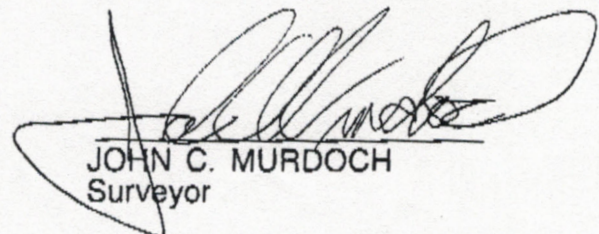
Estimated Current Market Value \$ 350,000.00
Estimated Current Building Cost \$ 950,000.00

RECOMMENDATIONS:

1. That bulkhead penetrations in tanks and voids be made tight,
2. That the wasted hatch coamings in Tank No. 2 Port be cropped and renewed.
3. That oil spill containment be fitted around fuel oil tank fills and vents.
4. That non return fuel oil tank vents be proven operational.
5. That the fractured portions of bottom longs in Tanks No. 7 Port and Starboard be cropped and renewed.
6. That the leak in the forward bulkhead in Tank No. 7 Starboard be searched out and repaired.
7. That the leak in the bottom of Tank No. 1 Starboard be repaired.
8. That the deteriorated portion of the machinery house starboard panel be cropped and part renewed.
9. That machinery space switches be labeled and piping color coded.
10. That battery terminals be covered.
11. That the bilge alarm system be reactivated and include a visual signal atop the lever room.

As far as can be ascertained from a general examination of this vessel while afloat and on drydock, it is the opinion of the undersigned, as hereinafter qualified, that the vessel will be in satisfactory condition, and will be suitable for the intended service upon compliance with recommendations. This examination has been made without making removals, or opening up parts ordinarily concealed, or testing for tightness, or trying out machinery, and is subject to any conditions which would have been revealed if such procedures had been accomplished; furthermore, no determination of stability characteristics or inherent structural integrity has been made, and no opinion is expressed with respect thereto.

Inspection made without prejudice.


JOHN C. MURDOCH
Surveyor





COMMISSION MEETING

<u>BRIEFING DATE/TIME:</u>	Tuesday January 3, 2025, at 4:00 PM	
<u>DEPARTMENT:</u>	Maintenance	
<u>STAFF CONTACT:</u>	Joe Tadei	
<u>TOPIC:</u>	Surplus “Sentinel” Workboat for Auction	
<u>PURPOSE:</u>		Information only
<i>Check all that apply</i>	X	Decision needed
		Follow up from previous briefing
<u>BACKGROUND & OVERVIEW OF SURROUNDING ISSUES:</u>		
<p>Port staff would like to recommend putting the Sentinel workboat into surplus to auction off for sale. The workboat has surpassed its useful and will no longer benefit the port in its dredging operations moving forward.</p>		
<u>DOCUMENTS ATTACHED:</u>		
<p>Vessel information and photos are provided for your review.</p>		

Olsen Bay Marine Services
MARINE SURVEYORS
Po Box 226
Chinook, Wa. 98614

Page 1 of 8
Date: 28 October 2022
Survey Number: AST2810-22

TELEPHONE: 503-338-3330

CELL: 503-806-6496

This is to certify that the undersigned Marine Surveyor, at the request of Joe Tadie, Port of Astoria, did conduct a condition and valuation out of water survey on the L.C.M called Sentinel at Pier 3, Port of Astoria, on the 28th day of October 2022.

Vessel Name: Sentinel **Official Number:** 50 WB 792 **Home Port:** Astoria, Oregon
Reported L.O.A: 53.5' **Draft:** 4.0' **Breadth:** 14.5'
Builder/Date built: Unknown **Last Dry-dock:** 08/2017 **Waters Navigated:** Columbia River

Vessel Owners

Port of Astoria
422 Gateway Ave. #100
Astoria, Oregon, 97103

Survey By Request Of

Port of Astoria
422 Gateway Ave. #100
Astoria, Oregon, 97103

General Description

The NAB - 12 is a steel LCM - 6 landing craft which has been converted to a push boat and work platform by the Port of Astoria. The vessel is flush decked from bow to stern with steel stern wheelhouse which houses steering, engine controls and electronics. The boat has two bow push knees with rubber cover. Over the bow is an A frame Boom, and a Double Drum Diesel powered deck winch is located in front of the aft wheelhouse. The bottom is flat with two keels. The propellers are in modified tunnels. The boat is powered by two Diesel engines with shafts to propellers.



Intergovernmental Agreement
Administering the Disadvantaged Business Enterprise
Unified Certification Program

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "ODOT," the State of Oregon, acting by and through its Oregon Business Development Department, hereinafter referred to as "OBDD," referred collectively as "State;" and cities, counties or local partners signing onto this Agreement, hereinafter referred to as "Agency" or "Agencies," all herein referred to individually as "Party" and collectively as "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statutes ("ORS") 190.110 and 283.110, state agencies may enter into agreements with units of local government or other state agencies for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.
2. The Disadvantaged Business Enterprise ("DBE") program requirements set out in Title 49 United States Code of Federal Regulations ("CFR") § 26.81 (2003) require that all State Agencies receiving federal transportation funds establish a single Unified Certification Process ("UCP") to certify businesses owned by socially and economically disadvantaged, or historically marginalized, individuals as "DBEs". 49 CFR § 26.81 requires that all such state agencies of federal transportation funds sign an agreement establishing the UCP and submit same to the U.S. Secretary of Transportation.
3. As provided in 49 CFR § 26, only firms owned and controlled by socially and economically disadvantaged person(s) are eligible for the DBE Program. The ODOT Office of Civil Rights ("OCR") is responsible for ensuring compliance with the federal regulations in the determination of DBE certification and will act in the capacity of Lead Department for coordinating program participation of the Agencies hereunder. ODOT is responsible to the United States Department of Transportation ("USDOT") for assuring certification of DBEs is performed consistent with 49 CFR § 26.
4. As provided under ORS 200.055(5), OBDD is the sole state agency authorized to certify DBEs as eligible to perform on public contracts in this state. Pursuant to ORS 200.055, the OBDD herein delegates authority for administration of the Oregon UCP DBE Certification Component to its Certification Office for Business Inclusion and Diversity ("COBID").
5. Pursuant to ORS 183.341, OBDD has adopted certification procedures for DBEs under Oregon Administrative Rule ("OAR") 123-200.

The Parties therefore agree as follows:

TERMS OF AGREEMENT

1. Partnership.

- a. ODOT, OBDD and Agency agree to cooperate and coordinate the administration of DBE certification services as required under 49 CFR § 26.
- b. This Agreement defines the roles and responsibilities of ODOT, OBDD and Agency to continue participation in the UCP. The collective effort of the Parties is hereinafter referred to as the “UCP Partnership” or “Partnership.”

2. Funding.

- a. Each Party shall be responsible for funding their own duties and obligations under this Agreement, unless the Parties allocate funding duties or obligations differently amongst themselves by entering into a separate funding agreement.

3. Exhibits Attached and Incorporated.

- a. This Agreement includes the following exhibit, which is attached and incorporated into this Agreement by reference:
 - Exhibit TCD –Terms, Conditions and Definitions

4. Order of Precedence.

Unless a different order is required by law, this Agreement shall be interpreted in the following order of precedence:

- 1) This Agreement (including all amendments, if any) less all Exhibits, attachments and other documents and information incorporated into this Agreement,
- 2) Exhibit TCD,
- 3) All other Exhibits,
- 4) Any other attachments,

This provision survives termination of the Agreement.

- 5. Term of Agreement; Effective Date.** The term of this Agreement shall begin upon the date all required ODOT and OBDD signatures are obtained. This Agreement shall terminate for all Parties 5 years from the initial date of execution, including Agencies who join the Partnership at a later date.

6. **Termination.**

- a. Any Party may terminate its participation in this Agreement by providing at least 30 calendar days written notice to the other Parties.
- b. Upon mutual agreement of ODOT and OBDD, either ODOT or OBDD may terminate this Agreement effective upon delivery of written notice to all Parties, or at such later date as may be established by ODOT or OBDD; or under the following condition:
 - i. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if State is prohibited from paying for such services from the planned funding source.
- c. Upon mutual agreement of ODOT and OBDD, either ODOT or OBDD may terminate any Agency or all Agencies participation in this Agreement effective upon delivery of written notice to said Agency or Agencies, and under any of the following conditions:
 - i. If Agency or Agencies fail(s) to provide the services called for by this Agreement within the time specified herein or any extension thereof.
 - ii. If Agency or Agencies fail(s) to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
- d. Any termination of this Agreement shall not extinguish or prejudice any rights or obligations accrued to the Parties prior to termination.

7. **Certification.** Each Party certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on its behalf, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind that Party.

8. **No Third Party Beneficiaries.** ODOT, OBDD and Agencies are the only parties to this Agreement, and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. This provision survives termination of the Agreement.

9. **Waiver; Amendment.** No waiver, consent, modification or change of terms of this Agreement shall bind any Party unless in writing and signed by both ODOT and OBDD, and all necessary approvals have been obtained. Such waiver, consent, modification or change,

if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision. This provision survives termination of the Agreement.

10. **Notice.** Except as otherwise expressly provided in this Agreement, all notices to be given relating to this Agreement must be given in writing by email, personal delivery, or postage prepaid mail, to each Party's Project Manager, and Agencies Contact Representative, at the physical address or email address set forth on the signature page(s). Any notice so addressed and mailed becomes effective 5 days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective when the sender receives confirmation of receipt from the recipient (not an auto-reply).
11. **Severability.** The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid. This provision survives termination of the Agreement.
12. **Counterparts.** This Agreement may be executed in several counterparts all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
13. **Integration.** This Agreement and attached exhibit constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.
14. **Electronic Signatures.** The Parties agree that signatures showing on PDF documents, including but not limited to PDF copies of the Agreement and amendments, submitted or exchanged via email are "Electronic Signatures" under ORS Chapter 84 and bind the signing Party and are intended to be and can be relied upon by the Parties. State reserves the right at any time to require the submission of the hard copy originals of any documents.

MUTUAL PARTIES OBLIGATIONS

1. As provided under ORS 200.055(5) the Parties mutually agree that all DBE certification decisions by COBID shall be binding on all recipients of federal transportation funds within Oregon.

2. The Parties mutually agree to have open and regular communication on matters concerning the UCP and DBE certification. Matters of concern to all Parties include, but are not limited to, process time, staffing, budget, certification issues, directory maintenance and changes in the UCP.
3. The Parties shall cooperate in the administration of the USDOT required UCP, striving for the most efficient use of individual Agency resources in carrying out the UCP.
4. The Parties agree that all certifications shall be pre-certifications, i.e., certifications that have been made final before the due date for bids or offers on a contract in which a firm seeks to participate as a DBE.
5. The Parties mutually agree to notify and make available (via email) to all Parties of the Partnership, any communication to or from the USDOT and respective state or federal agencies regarding DBE certification.
6. The Parties agree to work in partnership during federal audits and performance reviews, this may include but is not limited to, sharing of reports, small business data or holding meetings to work through audit or performance review requirements needed for compliance.
7. The Parties shall not exclude certified DBE firms from participation; deny benefits; or otherwise discriminate against any firms in connection with the award and performance of any contract governed by 49 CFR § 26 on the basis of any federally or state protected class.
8. The Parties shall not directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing the accomplishments of the objective of this program with respect to individuals of any federally or state protected class.

AGENCIES OBLIGATIONS

1. Each Agency shall designate a representative to attend semi-annual UCP Partnership meetings and any special sessions. In-person, virtual or attendance by teleconference is acceptable. Semi-annual meetings occur in the summer (July or August) and the fall (October or November). OBDD will provide all Agencies reasonable notice of the meeting.
2. Agencies shall list their named representative and contact information to this Agreement on their individual Agency Signature Page, and shall notify ODOT's Project Manager of any contact information changes via email, within 5 business days of said change during the term of this Agreement.
3. Agencies agree that ODOT is the Lead Department for the Partnership.
4. Agencies shall notify OBDD and COBID of any DBE certification issues affecting DBE eligibility for participation in federally assisted projects. OBDD agrees to respond to any requests

associated with this Agreement within 10 calendar days, unless additional time is requested and mutually agreed upon at the time of request. Agencies shall promptly notify OBDD and COBID of complaints received relating to DBE certification or program administration.

ODOT OBLIGATIONS

1. As Lead Department for this Agreement, ODOT will:
 - a. Notify and advise OBDD and Agencies of any change in federal law, USDOT regulation, and changes to ODOT's DBE Program Plan document.
 - b. Notify OBDD and Agencies of training programs relevant to DBE certification function and procedures.
 - c. Review OBDD's COBID determination in any third-party complaints that challenge a DBE's certification status or eligibility.
 - d. Provide ongoing DBE certification expertise, oversight, and conduct process reviews when required.
 - e. Perform annual audits of DBE certification files.
 - f. Assist OBDD in conducting appeals challenging DBE certification decisions, this may include but is not limited to, notifying COBID in writing of any certification issues affecting any DBE's eligibility for participation on federally-assisted projects, or of received relating to DBE certification or program administration
2. ODOT will notify OBDD of any DBE certification issues affecting DBE eligibility for participation on federally-assisted projects.
3. ODOT will promptly notify OBDD of complaints received relating to DBE certification or program administration.
4. ODOT's Project Manager is Deponker Mukherjee, DBE Program Manager, ODOT – Office of Civil Rights, 800 Airport Road SE Salem, OR 97301; phone 971-283-4636; email diponker.mukherjee@odot.oregon.gov, or assigned designee upon absence. ODOT shall notify the other Parties in writing of any contact information changes during the term of this Agreement.

OBDD OBLIGATIONS

1. ODOT and OBDD shall ensure that COBID has sufficient resources and expertise to carry out the requirements of 49 CFR § 26.81.
2. OBDD will promptly notify Agencies regarding any changes in state rules, regulations, statutory proposals or amendments conflicting with federal guidelines in DBE certification.

ODOT/OBDD/Agencies
Agreement No. PO-73000-00011634

3. OBDD will not be required to process an application for certification from a firm having its principle place of business outside the State of Oregon, if the firm is not already certified by the UCP in the state in which it maintains its principal place of business.
4. OBDD will share its information and documents concerning DBE applicants with other certifying state agencies that are considering the firm's application.
5. OBDD will maintain a DBE certification database and directory.
6. OBDD will provide Agencies with all necessary DBE certification information required to complete federal reports and data collection.
7. OBDD will follow all certification procedures and standards prescribed in 49 CFR § 26.
8. OBDD will cooperate fully with ODOT in the oversight, review, and monitoring activities of the USDOT and its operating administrations, and implement USDOT's directives and guidance concerning certification matters.
9. OBDD will act in accordance with 49 CFR § 26.83(k). As provided under ORS 200.055(5) COBID may make decisions on applications for certification within 90 calendar days of receiving all information required from the applicant firm. This review period may be extended once, for no more than 60 calendar days, upon written notification to the applicant firm, explaining fully and specifically the reasons for the extension.
10. Subject to Oregon Public Records Law, ORS 192.410 to 192.505, OBDD may not release any information that may be reasonably construed as confidential business information to any third party without the written consent of the DBE applicant, including any and all information not publicly available.
11. OBDD will submit to ODOT the following documentation on each DBE certification within 7 calendar days of receipt of ODOT's written request:
 - a. Copy of letter of determination.
 - b. Copy of site visit.
12. OBDD will notify ODOT and Agency within 7 calendar days upon receipt of written request from ODOT, local agency, or interested party, of any of the following:
 - a. De-certification or denial of DBE certification;
 - b. Third-party challenge;
 - c. Closures or cancellations of any DBE certifications due to a firm's failure to file an annual no-change affidavit; or
 - d. Any withdrawals of DBE certification applications.
13. OBDD will participate in DBE staff training.

14. OBDD will coordinate participation for DBE certification workshops with Agencies, this may include but is not limited to securing a workshop location, inviting attendees, drafting agenda, presenting information, and providing additional required resources.
15. OBDD will provide technical assistance to firms seeking DBE certification, this may include but is not limited to, assistance in filling out forms, gathering required documentation, and identifying firm net worth and ownership.
16. OBDD's Project Manager for this Project is Carrie L. Baxandall, Program Manager- COBID, 775 Summer Street SE, Suite 200, Salem, OR. 97301; phone 971-301-1271; email carrie.baxandall@biz.oregon.gov, or assigned designee upon individual's absence. OBDD shall notify the other Parties in writing of any contact information changes during the term of this Agreement.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

STATE OF OREGON, by and through its
Business Development Department

By _____
Chris Cummings, Assistant Director
Economic Development Division

Date _____

OBDD Contact:

Carrie L. Baxandall
Program Manager
OBDD – COBID Section
775 Summer Street SE, Suite 200
Salem, OR 97301
971-301-1271
carrie.baxandall@biz.oregon.gov

STATE OF OREGON, by and through
its Department of Transportation

By Angela M. Crain
Angela M. Crain, Office of Civil Rights Manager

Date 11/16/2022

ODOT Contact:

Diponker Mukherjee
DBE Program Manager
ODOT Office of Civil Rights
800 Airport Road SE
Salem, OR 97301
971-283-4636
diponker.mukherjee@odot.oregon.gov

Note: The Oregon Department of Transportation is committed to complying with all statutory requirements to ensure that it is providing information that is more accessible to people with disabilities, as required by Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and 36 C.F.R. 1194 Appendix A. To request reasonable accommodation for access, due to a disability, to information related to this document, please contact the Oregon Department of Transportation's Procurement Office at phone #503-986-2710 or OPOAdmin@odot.oregon.gov.

14. OBDD will coordinate participation for DBE certification workshops with Agencies, this may include but is not limited to securing a workshop location, inviting attendees, drafting agenda, presenting information, and providing additional required resources.
15. OBDD will provide technical assistance to firms seeking DBE certification, this may include but is not limited to, assistance in filling out forms, gathering required documentation, and identifying firm net worth and ownership.
16. OBDD's Project Manager for this Project is Carrie L. Baxandall, Program Manager- COBID, 775 Summer Street SE, Suite 200, Salem, OR. 97301; phone 971-301-1271; email carrie.baxandall@biz.oregon.gov, or assigned designee upon individual's absence. OBDD shall notify the other Parties in writing of any contact information changes during the term of this Agreement.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

STATE OF OREGON, by and through its
Business Development Department

By Chris Cummings Digitally signed by Chris Cummings
Date: 2022.11.14 11:53:24 -08'00'

Chris Cummings, Deputy Director
Economic Development Division

Date 11/14/2022

OBDD Contact:

Carrie L. Baxandall
Program Manager
OBDD – COBID Section
775 Summer Street SE, Suite 200 Salem,
OR 97301
971-301-1271
carrie.baxandall@biz.oregon.gov

STATE OF OREGON, by and through
its Department of Transportation

By _____
Angela M. Crain, Office of Civil Rights Manager

Date _____

ODOT Contact:

Diponker Mukherjee
DBE Program Manager
ODOT Office of Civil Rights
800 Airport Road SE
Salem, OR 97301
971-283-4636
diponker.mukherjee@odot.oregon.gov

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EXHIBIT TCD – TERMS, CONDITIONS AND DEFINITIONS

THIRD PARTY CLAIMS: The following paragraphs 1 through 4 shall survive termination of the Agreement.

1. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a Party with respect to which any other Party may have liability, the notified Party must promptly notify the other Parties in writing of the Third Party Claim and deliver to the other Parties a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
2. With respect to a Third Party Claim for which ODOT or OBDD is jointly liable with any other Party or Parties (or would be if joined in the Third Party Claim), ODOT or OBDD shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the other Party or Parties in such proportion as is appropriate to reflect the relative fault of ODOT or OBDD on the one hand and of the other Party or Parties on the other hand, singularly or in combination, in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of ODOT or OBDD on the one hand and of the other Party or Parties on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. ODOT or OBDD's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if ODOT or OBDD had sole liability in the proceeding.
3. With respect to a Third Party Claim for which any other Party or Parties are jointly liable with ODOT or OBDD (or would be if joined in the Third Party Claim), the other Party or Parties shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by ODOT or OBDD in such proportion, singularly or in combination, as is appropriate to reflect the relative fault of the other Party or Parties on the one hand and of ODOT or OBDD on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the other Party or Parties on the one hand and of ODOT or OBDD on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Each other Party's contribution amount in

any instance is each capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

4. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

DISPUTE RESOLUTION BETWEEN ODOT AND OBDD:

1. ODOT and OBDD agree that any tort liability claim, suit, or loss resulting from or arising out of either ODOT or OBDD's performance of any activities under this Agreement shall be allocated, as between the state agencies, in accordance with law by Oregon Department of Administrative Services' (DAS) Risk Management, for purposes of their respective loss experiences and subsequent allocation of self-insurance assessments under ORS 278.435. ODOT and OBDD agree to notify the DAS Risk Management Division and the other state agency in the event it receives notice or knowledge of any claims arising out of ODOT's or OBDD's performance of, or activities under, this Agreement.
2. ODOT and OBDD understand that each is insured with respect to tort liability by the State of Oregon Insurance Fund, a statutory system of self-insurance established by ORS 278, and subject to the Oregon Tort Claims Act (ORS 30.260-30.300). ODOT and OBDD agree to accept that coverage as adequate insurance of the other state agency with respect to personal injury and property damage.

OREGONBUYS (State's Electronic Procurement System)

State (ODOT) shall, upon execution of this Agreement, enter the required data into its Electronic Procurement System, per ORS 190.115.

RECORDS

The Parties acknowledge and agree that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the Parties which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of 6 years after completion of the Project and final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by the requesting party. This provision survives termination of the Agreement.

INDEPENDENT CONTRACTOR; EMPLOYMENT COSTS

1. All employers, including the Parties, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126.

Employers Liability insurance with coverage limits of not less than \$500,000 must be included. The Parties shall ensure that each of its subcontractors complies with these requirements.

2. All Parties shall perform the services under this Agreement as independent contractors and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.
3. Agencies understand and agree that they are not an "officer," "employee," or "agent" of the State of Oregon, as those terms are used in ORS 30.265 or otherwise.

GOVERNING LAW; VENUE; CONSENT TO JURISDICTION:

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to principles of conflicts of laws. Any claim, action, suit or proceeding (collectively, "Claim") between the State and individual Agency or Agencies that arise(s) from or relates to the Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then unless otherwise prohibited by law, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. AGENCIES HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS AND WAIVES ANY OBJECTION TO VENUE IN SUCH COURTS, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM. Nothing herein shall be construed as a waiver of the State's sovereign or governmental immunity, whether derived from the Eleventh Amendment to the United States Constitution or otherwise, or of any defenses to Claims or jurisdiction based thereon. This provision survives termination of the Agreement.

COMPLIANCE WITH LAW

The Parties shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, the Parties expressly agree to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990, as amended, and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

**Unified Certification Program Agreement
Agency Signature Page**

The Unified Certification Program process is developed and implemented by the Oregon Department of Transportation and the Oregon Business Development Department. Agency recognizes the UCP program as the authorizing process for certification, certification review, and de-certification of firms in the Disadvantaged Business Enterprise Program for the State or Oregon, as required by 49 CFR § 26.81.

Information regarding the Disadvantaged Business Enterprise Program and certification can be found at this link:
<https://www.oregon.gov/biz/programs/COBID/Pages/Frequently-Asked-Questions-%26-Answers.aspx>

[Print Agency name here: _____] Agency, by execution of this Agreement, hereby acknowledges that its signing representative(s) have reviewed the UCP process and agree to be bound by the terms and conditions of Agreement No. PO-73000-00011634 titled "Administering the Disadvantaged Business Enterprise Unified Certification Program".

Agency has executed this Agreement by its duly authorized representative(s) as of the final date of the signature(s) below:

_____ Agency Signature	_____ Date	_____ Title
_____ Second Agency Signature (if required in Agency's process)	_____ Date	_____ Title
_____ Agency Counsel (if required in Agency's process)	_____ Date	_____ Counsel's Title

Name & Title of Agency Contact Representative: _____
Address: _____
Phone: _____
E-mail: _____

Agency must send the fully signed Unified Certification Program Agreement Signature Page, including Agency Contact Representative information, as an email attachment to the following:

- ODOT Procurement Office at intergovernmental.agreements@odot.oregon.gov
- ODOT Project Manager for this Agreement, as listed in ODOT Obligations, paragraph 4.

Agreement number PO-73000-00011634 must be referenced in the email subject line.