



## AGENDA

**Port of Bandon**  
 Regular Commission Meeting  
 March 30, 2022, 5:30pm  
 Bandon Public Library  
 Bandon, OR and via ZOOM  
[www.portofbandon.com/meetings](http://www.portofbandon.com/meetings)  
 for details

<b>A.</b>	<b>Consent Calendar</b>		
i.	February Minutes	Commissioners	A-B
ii.	February Financials	Commissioners	C-M
<b>B.</b>	<b>Presiding Officer and Commissioners Comments</b>		
i.	Goche - D.C. PNWA Trip	Commissioners	Verbal
<b>D.</b>	<b>Public Contracts and Purchasing</b>		
i.	W.C.C. - Marina Contract Amendment Proposal	Jeff/Commissioners	Handout
ii.	W.C.C. - Boat Launch Contract Proposal	Jeff/Commissioners	Handout
iii.	ODFW Cormorant Hazing I.G.A.	Jeff/Commissioners	1-20
iv.	4C's Environmental Fuel Tank Repairs	Jeff/Commissioners	Handout
v.	FEMA Contract Closeout Reimbursment	Jeff/Commissioners	Verbal
<b>F.</b>	<b>Port Managers Report</b>		
i.	Marina Update	Jeff/Commissioners	Verbal
ii.	Launch Ramp Update	Jeff/Commissioners	Verbal
iii.	High Dock Admin Building	Jeff/Commissioners	Verbal
iv.	Federal Projects	Jeff/Commissioners	Verbal
<b>G.</b>	<b>Port Staff Reports</b>		
i.	Harbormaster	Shawn/Commissioners	Verbal
ii.	Events/Leases/Moorage	Josh/Commissioners	Verbal
<b>H.</b>	<b>Public Comment</b>		
<b>I.</b>	<b>Adjournment</b>		

NOTES:

Port of Bandon  
Regular Commission Meeting  
February 23, 2023, 5:00 pm  
Bandon Public Library & Via Zoom  
Bandon, OR

Commissioners Present: Reg Pullen, Donny Goddard, Rick Goche, Wayne Butler, and Rod Taylor  
Staff: Jeff Griffin - Port Manager, Josh Adamson - Project Manager and Shawn Winchell - Harbormaster  
Guests: John Towne, Jerry Ganta, Lori Osborne, Bob Bailey

Commissioner Pullen opened the meeting at 5:00pm

Commissioner Pullen asked for a motion to approve the consent calendar. **A motion was made by Commissioner Taylor. Commissioner Goddard seconded motion. Motion passes unanimously.**

Resolution 2023-03 was presented to Adopt Findings of Fact, Declaring an Exemption from Competitive Bidding, And Approving The Use of a Direct Award For The Boat Launch Redevelopment Project. Jeff detailed that West Coast Contractors will already be mobilized for dredging and the marina project. Areas of use for staging will be completely occupied and other possibilities are not for use. Legacy and Billeter have submitted letters of interest in the project, but it is staff's recommendation rather than put the project out for sealed bidding, the direct contract be awarded to West Coast based on the findings. **Commissioner Pullen Opened Hearing. No one to testify so hearing was closed. Discussion. Goddard made a motion to approve Resolution 2023-03 and adopt the Findings of Fact. Commissioner Taylor seconded the motion. Motion passes unanimously.**

Three quotes came back on the steel ramp rails for the Launch Ramp Redevelopment Project. Becko's Welding Inc came in at the lowest responsible responsive bid with \$20,970. **Commissioner Butler made a motion to award the contract to Becko's. Commissioner Goddard seconded. Motion passes unanimously.**

Jeff is seeking approval for purchase of a 10,000 gal water storage tank for the Urchin Project funded by Wild Rivers Coast Alliance and Oregon Coast Visitors Association. The tank would be installed on the North side of the Bandon Fisheries Building. **Commissioner Goddard made a motion to approve the purchase of a 10,000 gal water storage tank purchased under grant funds for the Urchin Project. Commissioner Taylor seconded. Motion passes unanimously.**

Bob Bailey with the Elakha Alliance gave a presentation on the Alliances efforts to reintroduce Sea Otters into the Pacific region. Benefits to marine life and ecosystems with the reintroduction were discussed with kelp beds, urchins and food source impacts to local fisheries. Questions and discussion followed. Jeff was invited to join the Elakha Alliance Board on a personal level. Commissioners agreed while not taking a Port stance on issues, Jeff's participation would be helpful relaying information.

A layout from KPFF Engineering was presented after recent input from Commissioners. Cleaning station locations were discussed. A possible floating station could be a possibility. The Port should receive a 50% design in the first week of March. Commissioner Goddard had questions on the number of 30-foot slips.

A letter of Inquiry was sent to Wild Rivers Coast Alliance (WRCA) for a grant submission to help with funding on the Launch Ramp Project. This funding could help with the Port's match for the project.

Jeff and Rick will be attending Pacific Northwest Waterways Associations "Mission to D.C." from March 18-23. This is a lobby trip for Ports to advocate the necessity of dredging and other federal issues. Jeff will connect with the South Coast Ports to assess each Ports needs to take with him to Washington. Due to the conflict dates of the trip overlapping with the next Commission meeting, Jeff asked the Commission Meeting for March be moved to the 30<sup>th</sup>. All Commissioners agreed.

N.O.A.A. has received 2 Petitions to List the Oregon Coast, Southern Oregon and Northern California Coastal ESUs of Chinook Salmon under the Endangered Species Act. There will be a 90-day petition finding, request for information and initiation of status review with all actions received no later than March 13<sup>th</sup>. Port Commissioners agreed to send a letter in opposition but not take further action at this time. Jeff will monitor and report. **Commissioner Taylor made a motion to send a statement in opposition to N.O.A.A.. Commissioner Goddard seconded the motion. Motion passes unanimously.** Next steps will be a special meeting and possible coordination with local and tribal agencies.

Vicki Afatatti has been using the Sprague Theatre for the work on her mural that will be installed on the Bandon Fisheries Building. The mural should be completed this spring.

**Staff Report:**

New light fixtures were installed on Pullen Pier. Shawn has ordered more to be installed on Weber Pier and Crab Dock. The installation done in house saved over \$30,000 on the ADA Pier Project. Urchin raceways are being constructed. This design helps fatten up urchins while providing a water flow circulatory system. Materials and feasibility for the designs were in partnership with commercial urchin diver Brad Bailey. Garage doors for the lower shop are still in production and moving along. The 20<sup>th</sup> annual Boardwalk Art Show will begin with boards available March 1. Show will run from May 18- mid October. Two Hundred boards have been cut. Looking forward to a great turnout this year.

**Public Comment:** None

Regular Meeting was adjourned at 6:24 pm

Respectfully submitted by

Joshua Adamson



**INTERGOVERNMENTAL AGREEMENT**  
*between*  
**OREGON DEPARTMENT OF FISH & WILDLIFE**  
*and*  
**Port of Bandon**  
*for*  
**Oregon Coastal Cormorant Hazing Project, Coquille Estuary**

This Agreement is entered into between the State of Oregon acting by and through its Oregon Department of Fish and Wildlife ("Agency"), and Port of Bandon (Local Government), each a "Party" and, together, the "Parties."

**SECTION 1: AUTHORITY**

This Agreement is authorized by ORS 190.110.

**SECTION 2: PURPOSE**

The purpose of this Agreement is to establish the terms and conditions and to compensate/reimburse the Local Government for providing services to ODFW, as described in **Exhibit A**.

**SECTION 3: EFFECTIVE DATE AND DURATION**

This Agreement is effective on March 25, 2023, and terminates on June 30, 2023, unless terminated earlier in accordance with Section 16.

**SECTION 4: AUTHORIZED REPRESENTATIVES**

- 4.1 The Authorized representatives are listed in **Exhibit C** (Administrative Summary).
- 4.2 A Party may designate a new Authorized Representative by written notice to the other Party at the address provide in Exhibit C for the other Party's authorized representative.

**SECTION 5: RESPONSIBILITIES OF EACH PARTY**

- 5.1 LOCAL GOVERNMENT shall perform the work set forth on **Exhibit A**; Statement of Work, attached hereto and incorporated herein by this reference.
- 5.2 Agency shall pay LOCAL GOVERNMENT as described in Section 6 subject to all terms and conditions of this Agreement.

**SECTION 6: COMPENSATION AND PAYMENT TERMS**

- 6.1 Agency shall reimburse LOCAL GOVERNMENT, up to but not in excess of \$6,604.50 for all expenses reasonably and necessarily incurred in performing the work and delivering the deliverables required of LOCAL GOVERNMENT under Exhibit A (Statement of Work), consistent

with budget contained therein. Payments will be made after submission of satisfactory invoices that will be reviewed and approved by Agency.

- 6.2 Invoicing.** The LOCAL GOVERNMENT will submit itemized invoices to Agency for reimbursement of services performed noting the project title, name of ODFW project manager, and ODFW agreement number. Invoices must be submitted to the Agency Accounts Payable Unit at the address listed in Exhibit C (Administrative Summary). Agency will not reimburse LOCAL GOVERNMENT for any expenses not delineated in the budget contained in Exhibit A (Statement of Work). LOCAL GOVERNMENT shall submit final invoice to Agency within thirty (30) calendar days of termination of this Agreement in order to receive payment. Agency is only obligated to make payment on invoices received within thirty (30) calendar days of termination of this Agreement.
- 6.3 Payment.** ODFW shall pay Local Government within thirty (30) days from (1) the date the Goods are delivered and accepted or (2) the date an invoice is approved for payment by the ODFW project manager, whichever is later. Notwithstanding any other provision of this Agreement, ODFW will not make payment for services until the ODFW Project Manager has received services, accepted the work and approved the invoice. If ODFW fails to pay within 45 days of invoice approval, Local Government may assess overdue account charges up to a rate of 2/3% per month (8% APR) or the maximum rate allowed by law on the outstanding balance.
- 6.4 Completion.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement.

## **SECTION 7: REPRESENTATIONS AND WARRANTIES**

LOCAL GOVERNMENT represents and warrants to Agency that:

- 7.1** LOCAL GOVERNMENT has the power and authority to enter into and perform this Agreement;
- 7.2** The making and performance by LOCAL GOVERNMENT of this Agreement (a) have been duly authorized by LOCAL GOVERNMENT, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of LOCAL GOVERNMENT's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which LOCAL GOVERNMENT is party or by which LOCAL GOVERNMENT may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by LOCAL GOVERNMENT of this Agreement, other than those that have already been obtained;
- 7.3** This Agreement has been duly executed and delivered by LOCAL GOVERNMENT and constitutes a legal, valid and binding obligation of LOCAL GOVERNMENT enforceable in accordance with its terms;

- 7.4 LOCAL GOVERNMENT has the skill and knowledge possessed by well-informed members of the industry, trade or profession most closely involved in providing the services under this Agreement, and LOCAL GOVERNMENT will apply that skill and knowledge with care and diligence to perform its obligations under this Agreement in a professional manner and in accordance with the highest standards prevalent in the related industry, trade or profession; and
- 7.5 LOCAL GOVERNMENT shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform its obligations under this Agreement.

The representations and warranties set forth in this section are in addition to, and not in lieu of, any other representations or warranties provided by LOCAL GOVERNMENT.

## **SECTION 8: GOVERNING LAW, 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 law. Any claim, action, suit or proceeding (collectively "Claim") between Agency or any other agency or department of the State of Oregon, or both, and LOCAL GOVERNMENT that arises from or relates to this 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 it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. LOCAL GOVERNMENT, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS

## **SECTION 9: OWNERSHIP OF AND LICENSE TO USE WORK PRODUCT**

- 9.1 As used in this Section 9 and elsewhere in this Agreement, the following terms have the meanings set forth below:
- 9.1.1 "**LOCAL GOVERNMENT Intellectual Property**" means any intellectual property owned by LOCAL GOVERNMENT and developed independently from the work under this Agreement.
- 9.1.2 "**Third Party Intellectual Property**" means any intellectual property owned by parties other than LOCAL GOVERNMENT or Agency.
- 9.1.3 "**Work Product**" means every invention, discovery, work of authorship, trade secret or other tangible or intangible item that LOCAL GOVERNMENT is required to deliver to Agency under this Agreement, and all intellectual property rights therein.

- 9.2** All Work Product created by LOCAL GOVERNMENT under this Agreement, including derivative works and compilations, and whether or not such Work Product is considered a work made for hire or an employment to invent, shall be the exclusive property of Agency. Agency and LOCAL GOVERNMENT agree that any Work Product that is an original work of authorship created by LOCAL GOVERNMENT under this Agreement is a "work made for hire" of which Agency is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created by LOCAL GOVERNMENT under this Agreement is not "work made for hire," LOCAL GOVERNMENT hereby irrevocably assigns to Agency any and all of its rights, title, and interest in all original Work Product created by LOCAL GOVERNMENT under this Agreement, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon Agency's reasonable request, LOCAL GOVERNMENT shall execute such further documents and instruments necessary to fully vest such rights in Agency. LOCAL GOVERNMENT forever waives any and all rights relating to Work Product created by LOCAL GOVERNMENT under this Agreement, including without limitation, any and all rights arising under 17 U.S.C. §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- If the Work Product created by LOCAL GOVERNMENT under this Agreement is a derivative work based on LOCAL GOVERNMENT Intellectual Property, or is a compilation that includes LOCAL GOVERNMENT Intellectual Property, LOCAL GOVERNMENT hereby grants to Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform, and display the pre-existing elements of the LOCAL GOVERNMENT Intellectual Property employed in the Work Product, and to authorize others to do the same on Agency's behalf.
- If the Work Product created by LOCAL GOVERNMENT under this Agreement is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, LOCAL GOVERNMENT shall secure on Agency's behalf and in the name of Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing element of the Third party Intellectual Property employed in the Work Product, and to authorize others to do the same on Agency's behalf.
- 9.3** If Work Product is LOCAL GOVERNMENT Intellectual Property, LOCAL GOVERNMENT hereby grants to Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the LOCAL GOVERNMENT Intellectual Property, and to authorize others to do the same on Agency's behalf.
- 9.4** If Work Product is Third Party Intellectual Property, LOCAL GOVERNMENT shall secure on Agency's behalf and in the name of Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property, and to authorize others to do the same on Agency's behalf.
- 9.5** If state or federal law requires that Agency or LOCAL GOVERNMENT grant to the United States a license to any intellectual property in the Work Product, or if state or federal law requires that Agency or the United States own the intellectual property in the Work Product, then LOCAL GOVERNMENT shall execute such further documents and instruments as Agency

may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.

## **SECTION 10: CONTRIBUTION**

- 10.1** 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 (a "Third Party Claim") against a Party (the "Notified Party") with respect to which the other Party (the "Other Party") may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. 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 the Other Party of the notice and copies required in this Section and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's contribution obligation under this Section 10 with respect to the Third Party Claim.
- 10.2** With respect to a Third Party Claim for which Agency is jointly liable with LOCAL GOVERNMENT (or would be if joined in the Third Party Claim ), Agency 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 LOCAL GOVERNMENT in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of LOCAL GOVERNMENT on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of LOCAL GOVERNMENT 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. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.
- 10.3** With respect to a Third Party Claim for which LOCAL GOVERNMENT is jointly liable with Agency (or would be if joined in the Third Party Claim), LOCAL GOVERNMENT 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 Agency in such proportion as is appropriate to reflect the relative fault of LOCAL GOVERNMENT on the one hand and of Agency on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of LOCAL GOVERNMENT on the one hand and of Agency 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. LOCAL GOVERNMENT's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.



## **SECTION 11: LOCAL GOVERNMENT DEFAULT**

LOCAL GOVERNMENT will be in default under this Agreement upon the occurrence of any of the following events:

- 11.1** LOCAL GOVERNMENT fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement;
- 11.2** Any representation, warranty or statement made by LOCAL GOVERNMENT in this Agreement or in any documents or reports relied upon by Agency to measure the delivery of services, the expenditure of funds or the performance by LOCAL GOVERNMENT is untrue in any material respect when made;
- 11.3** LOCAL GOVERNMENT (a) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) is adjudicated a bankrupt or insolvent, (e) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (f) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (g) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (h) takes any action for the purpose of effecting any of the foregoing; or
- 11.4** A proceeding or case is commenced, without the application or consent of LOCAL GOVERNMENT, in any court of competent jurisdiction, seeking (a) the liquidation, dissolution or winding-up, or the composition or readjustment of debts of LOCAL GOVERNMENT, (b) the appointment of a trustee, receiver, custodian, liquidator, or the like of LOCAL GOVERNMENT or of all or any substantial part of its assets, or (c) similar relief in respect to LOCAL GOVERNMENT under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against LOCAL GOVERNMENT is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

## **SECTION 12: AGENCY DEFAULT**

Agency will be in default under this Agreement if Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement.

## **SECTION 13: REMEDIES**

- 13.1** In the event LOCAL GOVERNMENT is in default under Section 11, Agency may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under Section 16, (b) reducing or withholding payment for work or Work Product that LOCAL GOVERNMENT has failed to deliver within any scheduled completion dates or has performed inadequately or

defectively, (c) requiring LOCAL GOVERNMENT to perform, at LOCAL GOVERNMENT's expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (e) exercise of its right of recovery of overpayments under Section 14 of this Agreement or setoff, or both. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

**13.2** In the event Agency is in default under Section 12 and whether or not LOCAL GOVERNMENT elects to exercise its right to terminate this Agreement under Section 16.3.3, or in the event Agency terminates this Agreement under Sections 16.2.1, 16.2.2, 16.2.3, or 16.2.5, LOCAL GOVERNMENT's sole monetary remedy will be (a) for work compensable at a stated rate, a claim for unpaid invoices for work completed and accepted by Agency, for work completed and accepted by Agency within any limits set forth in this Agreement but not yet invoiced, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less any claims Agency has against LOCAL GOVERNMENT, and (b) for deliverable-based work, a claim for the sum designated for completing the deliverable multiplied by the percentage of work completed on the deliverable and accepted by Agency, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less previous amounts paid for the deliverable and any claims that Agency has against LOCAL GOVERNMENT. In no event will Agency be liable to LOCAL GOVERNMENT for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to LOCAL GOVERNMENT exceed the amount due to LOCAL GOVERNMENT under this Section 13.2, LOCAL GOVERNMENT shall promptly pay any excess to Agency.

## **SECTION 14: RECOVERY OF OVERPAYMENTS**

If payments to LOCAL GOVERNMENT under this Agreement, or any other agreement between Agency and LOCAL GOVERNMENT, exceed the amount to which LOCAL GOVERNMENT is entitled, Agency may, after notifying LOCAL GOVERNMENT in writing, withhold from payments due LOCAL GOVERNMENT under this Agreement, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment. Agency may alternatively require prompt repayment of any overpayment amount by submitting an invoice to LOCAL GOVERNMENT.

## **SECTION 15: LIMITATION OF LIABILITY**

EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 10, NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

## **SECTION 16: TERMINATION**

**16.1** This Agreement may be terminated at any time by mutual written consent of the Parties.

**16.2 Agency may terminate this Agreement as follows:**

- 16.2.1** Upon thirty (30) calendar days advance written notice to LOCAL GOVERNMENT;
- 16.2.2** Immediately upon written notice to LOCAL GOVERNMENT, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Agreement;
- 16.2.3** Immediately upon written notice to LOCAL GOVERNMENT, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency's performance under this Agreement is prohibited or Agency is prohibited from paying for such performance from the planned funding source;
- 16.2.4** Immediately upon written notice to LOCAL GOVERNMENT, if LOCAL GOVERNMENT is in default under this Agreement and such default remains uncured fifteen (15) calendar days after written notice thereof to LOCAL GOVERNMENT; or
- 16.2.5** As otherwise expressly provided in this Agreement.

**16.3 LOCAL GOVERNMENT may terminate this Agreement as follows:**

- 16.3.1** Immediately upon written notice to Agency, if LOCAL GOVERNMENT fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in LOCAL GOVERNMENT's reasonable administrative discretion, to perform its obligations under this Agreement;
  - 16.3.2** Immediately upon written notice to Agency, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that LOCAL GOVERNMENT's performance under this Agreement is prohibited or LOCAL GOVERNMENT is prohibited from paying for such performance from the planned funding source;
  - 16.3.3** Immediately upon written notice to Agency, if Agency is in default under this Agreement and such default remains uncured fifteen (15) calendar days after written notice thereof to Agency; or
  - 16.3.4** As otherwise expressly provided in this Agreement.
- 16.4** Upon receiving a notice of termination of this Agreement, LOCAL GOVERNMENT will immediately cease all activities under this Agreement, unless Agency expressly directs otherwise in such notice. Upon termination, LOCAL GOVERNMENT will deliver to Agency all documents, information, works-in-progress, Work Product and other property that are or would be deliverables under the Agreement. And upon Agency's reasonable request, LOCAL GOVERNMENT will surrender all documents, research or objects or other tangible things needed to complete the work that was to have been performed by LOCAL GOVERNMENT under this Agreement.

## **SECTION 17: INSURANCE**

LOCAL GOVERNMENT shall maintain insurance as set forth in **Exhibit B**, (Insurance) throughout the term of this Agreement.

## **SECTION 18: NONAPPROPRIATION**

Agency's obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of Agency.

## **SECTION 19: AMENDMENTS**

The terms of this Agreement may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.

## **SECTION 20: NOTICE**

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by facsimile, email, personal delivery, or postage prepaid mail, to a Party's Authorized Representative at the physical address, fax number or email address set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this Section 20. Any notice so addressed and mailed becomes effective five (5) business days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number.

## **SECTION 21: SURVIVAL**

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under Sections 8, 9, 10, 14, 15 and 21 hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

## **SECTION 22: SEVERABILITY**

The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

## **SECTION 23: COUNTERPARTS**

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

## **SECTION 24: COMPLIANCE WITH LAW**

In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state and local law.

## **SECTION 25: PAY EQUITY COMPLIANCE**

As required by ORS 279B.235 or ORS 279C.520, Contractor shall comply with ORS 652.220 and shall not discriminate against any of Contractor's employees in the payment of wages or other compensation for work of comparable character, the performance of which requires comparable skills, or pay any employee at a rate less than another for comparable work, based on an employee's membership in a protected class.

Commencing on January 1, 2019, Contractor must comply with ORS 652.220 as amended and shall not unlawfully discriminate against any of Contractor's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability or age. Contractor's compliance with this section constitutes a material element of this Agreement and a failure to comply constitutes a breach that entitles Agency to terminate this Agreement for cause.

Contractor may not prohibit any of Contractor's employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person. Contractor may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.

## **SECTION 26: INDEPENDENT CONTRACTORS**

The Parties agree and acknowledge that their relationship is that of independent contracting parties and that LOCAL GOVERNMENT is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

The Parties agree that in all matters relating to this Agreement, each Party shall assume all liability for their own officers, employees, or agents in the performance of obligations under this Agreement. Each Party is responsible for providing the required workers' compensation coverage for their subject workers.

## **SECTION 27: INTENDED BENEFICIARIES**

Agency and LOCAL GOVERNMENT are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

## **SECTION 28: FORCE MAJEURE**

Neither Party is responsible for any failure to perform, or any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. Agency may terminate this Agreement upon written notice to LOCAL GOVERNMENT after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

## **SECTION 29: ASSIGNMENT AND SUCCESSORS IN INTEREST**

LOCAL GOVERNMENT may not assign or transfer its interest in this Agreement without the prior written consent of Agency and any attempt by LOCAL GOVERNMENT to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. Agency's consent to LOCAL GOVERNMENT's assignment or transfer of its interest in this Agreement will not relieve LOCAL GOVERNMENT of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

## **SECTION 30: SUBCONTRACTS**

LOCAL GOVERNMENT shall not, without Agency's prior written consent, enter into any subcontracts for any of the work required of LOCAL GOVERNMENT under this Agreement. Agency's consent to any subcontract will not relieve LOCAL GOVERNMENT of any of its duties or obligations under this Agreement.

## **SECTION 31: TIME IS OF THE ESSENCE**

Time is of the essence in LOCAL GOVERNMENT's performance of its obligations under this Agreement.

## **SECTION 32: MERGER, WAIVER**

This Agreement and all exhibits and attachments, if any, 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. No waiver or consent under this Agreement binds either Party unless in writing and signed by both Parties.

Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

### **SECTION 33: RECORDS MAINTENANCE AND ACCESS**

LOCAL GOVERNMENT shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, LOCAL GOVERNMENT shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of LOCAL GOVERNMENT, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document LOCAL GOVERNMENT's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of LOCAL GOVERNMENT, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." LOCAL GOVERNMENT acknowledges and agrees that Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. LOCAL GOVERNMENT shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Subject to foregoing minimum records retention requirement, LOCAL GOVERNMENT shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

### **SECTION 34: HEADINGS**

The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

### **SECTION 35: CERTIFICATIONS**

Any individual signing on behalf of SWCD hereby certifies and swears under penalty of perjury: (a) SWCD is not subject to backup withholding because (i) SWCD is exempt from backup withholding, (ii) SWCD has not been notified by the IRS that SWCD is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified SWCD that SWCD is no longer subject to backup withholding; (b) s/he is authorized to act on behalf of SWCD, s/he has authority and knowledge regarding SWCD's payment of taxes, and to the best of her/his knowledge, SWCD is not in violation of any Oregon tax laws. For the purposes of this certification, "Oregon tax laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and local taxes administered by the Department of Revenue under ORS 305.620; (c) SWCD is an independent contractor as defined in ORS 670.600; and (d) SWCD has a policy of preventing sexual harassment, sexual assault, and discrimination against employees who are a member of a protected class that includes, at a minimum, the requirements established by Oregon Laws 2017, Chapter 212, section (2), including: written notice to each employee that clearly prohibits and specifies disciplinary measures for conduct that constitutes sexual harassment, sexual assault, or discrimination against any member of a protected class; a clear process that enables an employee that

experiences or witnesses conduct that constitutes sexual harassment, sexual assault, or discrimination against a member of a protected class to report and stop the conduct; a clear process that guides the University in responding to a report, resolving the issues identified in the report, and disciplining employees who engaged in proscribed conduct; a regular written procedure for submitting a report that identifies the specific individuals to whom an employee may submit the report and the individuals who have responsibility for resolving issues identified in the report; a practice of treating as confidential, to the extent permitted by law, any report that an employee makes; a prohibition against retaliating against an employee who experiences or witnesses, and reports, conduct that constitutes sexual harassment, sexual assault, or discrimination against a member of a protected class; a prohibition against discrimination in providing benefits to an employee or a dependent of the employee based on the employee's membership in a protected class or the membership of the employee's dependent in a protected class; and a prohibition on denying benefits to an employee or a dependent of the employee based solely on the employee's gender identity or the gender identity of the employee's dependent, if the prospective contractor provides health insurance or health care benefits. SWCD certifies that it will maintain the policy and practice in force during the entire term of this Agreement.

### **SECTION 36: ALTERNATIVE DESPUTE RESOLUTION**

The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the 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.

### **SECTION 37: AGREEMENT DOCUMENTS**

This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement less all exhibits, attached **Exhibit A** (the Statement of Work and Budget), **Exhibit B** (Insurance), **Exhibit C** (Administrative Summary). All listed and attached Exhibits are incorporated in their entirety by this reference.



**SECTION 38: SIGNATURES**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

**STATE OF OREGON** acting by and through its  
**OREGON DEPARTMENT OF FISH AND WILDLIFE** **PORT OF BANDON**

By: \_\_\_\_\_  
*(Signature of Printed Name below)*

Shannon Hurn  
Printed Name

Deputy Director for Administration  
Title

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
*(Signature of Printed Name below)*

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Tax Id#: 93-6001828

OregonBuys Vendor ID #: \_\_\_\_\_

**EXHIBIT A –**  
**STATEMENT OF WORK**  
Statement of Work, Delivery Schedule, and Budget

I. **Project Title:** Oregon Coastal Cormorant Hazing Project, Coquille Estuary

II. **Background and Purpose:**

This agreement was initiated by Agency under the authority of ORS 496 to address longstanding concerns by interest groups and citizens about cormorant predation on juvenile salmonids in the Coquille River estuary.

Double-crested cormorants consume substantial numbers of juvenile salmonids in Oregon Coast estuaries, which has raised concerns regarding impacts to fisheries and salmonid populations of management importance. This project is intended to reduce conflicts between double-crested cormorants and salmonids on Oregon Coast estuaries.

III. **Objectives, Tasks, Schedule, and Deliverables:**

Local Government will non-lethally harass double-crested cormorants in areas where juvenile salmonids are vulnerable to cormorant predation. The harassment, or “hazing,” activity will be done in a regular and timely manner to deter double-crested cormorants from attempting to forage in undesired areas. Local Government will collect data on distribution and abundance of double-crested cormorant for analysis by Agency staff. Hazing operations, data collection, and data reporting may be subcontracted, provided the operations achieve all objectives outlined in this agreement.

**Local Government will:**

**Objective 1:** Conduct non-lethal harassment of double-crested cormorants (“cormorants”) in the Coquille River estuary.

**Task 1.1:** Conduct non-lethal harassment of cormorants in Coquille estuary following the protocol developed by Agency as summarized below:

- Conduct cormorant harassment activities on the Coquille River estuary during the spring smolt outmigration from as early as March 25 to no later than May 31, 2023. Smolt presence and abundance will dictate the time period and intensity of cormorant hazing, although, optimally, cormorant hazing will occur 5 days per week for at least 4 hours per day during the peak of outmigration, which is expected to be approximately April 1, 2023 – May 10, 2023. It is anticipated that the Local Government will conduct at least 160 total hours of cormorant hazing and monitoring work during the period covered by this contract.
- At the start of smolt migration period, Local Government shall monitor and harass actively feeding cormorants during morning and afternoon or early evening schedule. The harassment schedule can be modified by Local Government to best accommodate patterns of cormorant activity. The greatest amount of monitoring and harassment effort shall take place where smolt and cormorant interaction is observed.

- Conduct harassment primarily through use of a swift surface vessel. When feeding cormorants are observed, Local Government shall maneuver the vessel to push the birds to lower, more saline sections of the estuary near the mouth. Runs of the river, starting in upriver areas and working downriver will be made to push and hold as many double-crested cormorants as possible away from freshwater areas where juvenile salmonids may be schooling. All river navigation signs and no wake zones must be respected. Secondary methods of harassment may also be used, including use of pyrotechnics or other devices.
- Obtain a state permit for cormorant harassment and abide by all requirements of that permit. If pyrotechnics are used, a permit must be obtained from the office of the Oregon Fire Marshal.
- Obtain a state permit for cormorant harassment and abide by all requirements of that permit.

Task 1.2: Obtain training in cormorant identification and harassment methods. Work with the Agency's Avian Predation coordinator to provide training for all participants.

Objective 2: Collect predator abundance and hazing effectiveness data on approved data sheets during hazing activities.

Task 2.1: Obtain appropriate data forms, maps, and data collection training from Agency's Avian Predation Coordinator.

Products: Accurately completed daily data sheets.

Task 2.2: Complete and submit a project summary. The project summary must include a narrative of general activities throughout the season, complete list of participants, complete list of equipment used, and all completed data sheets.

Products: Summary report. The Summary Report packet (including daily data sheets) shall be completed and delivered to Agency's project manager listed in Exhibit C by June 30, 2023.

Agency will:

1. Work with Local Government to provide training for participants or subcontractors, as needed.
2. Provide data forms, maps, and data collection training for Local Government.

**IV. Budget:**

Agency shall pay Contractor \$20.60 per hour up to but not in excess of 150 hours of hazing on the Coquille River estuary. Agency shall reimburse contractor for fuel and supplies up to \$3,200. The total allowable payment for both hourly wage, fuel and supplies, and insurance shall be \$6,604.50.

**PROJECT**

Project Title: Oregon Coastal Cormorant Hazing Project - Coquille  
 ODFW Grant/Phase Number: 72004-801127-10  
 Project Status: New       Continuing   
 Project Start Date: 3/25/2023      Project End Date: 6/30/2023

**Summary:**

This project seeks to improve survival of juvenile salmonids via a double-crested cormorant harassment program. Budgeted funds will be used for anticipated expenses for a project of this type.

**BUDGET**

**Personal Services:**

Description	Hourly Rate	Hours				Subtotal
Cormorant Hazing	\$20.60	150				\$ 3,090.00
						\$ -
<b>Subtotal</b>						<b>\$ 3,090.00</b>

**Services & Supplies:**

Item (Be as detailed as possible - supplies, travel(if authorized), fuel, etc..)	Cost	
Fuel, boat maintenance, supplies, miscellaneous expenses	\$ 2,100.00	
Liability Insurance	\$ 1,100.00	
<b>Subtotal</b>		<b>\$ 3,200.00</b>
<b>Total P/S &amp; S/S</b>		<b>\$ 6,290.00</b>

**Capital Outlay:**

	<b>Subtotal</b>	\$ -
<b>Contract Services/Personal Service Contracts:</b>		
	<b>Subtotal</b>	\$ -

Overhead rate	0.05			\$ 314.50
<b>Total Grant:</b>			<b>\$ 6,604.50</b>	
<b>State Share :</b>			<b>\$ 6,604.50</b>	

## **EXHIBIT B - REQUIRED INSURANCE**

### **SECTION 1: REQUIRED INSURANCE**

LOCAL GOVERNMENT shall obtain at LOCAL GOVERNMENT's expense the insurance specified in this Exhibit B, prior to performing under this Agreement, and shall maintain it in full force and at its own expense throughout the duration of this Agreement and any warranty periods that apply, or such longer period as described in the tail coverage provisions below, if those provisions apply. LOCAL GOVERNMENT shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. Coverage shall be primary and non-contributory with any other insurance and self-insurance. LOCAL GOVERNMENT shall pay for all deductibles, self-insured retention and self-insurance, if any.

#### **1.1 WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**

All employers, including LOCAL GOVERNMENT, shall provide workers' compensation insurance as required by applicable workers' compensation laws for persons performing work under this Agreement and shall obtain Employers' Liability Insurance with limits of not less than \$1,000,000 each occurrence. LOCAL GOVERNMENT shall require and ensure that each of its subcontractors complies with these requirements.

#### **1.2 COMMERCIAL GENERAL LIABILITY**

Required by Agency  Not required by Agency

Commercial General Liability Insurance covering bodily injury, death and property damage in a form and with coverage that are satisfactory to Agency. This insurance must include personal injury liability, products and completed operations, and contractual liability coverage. Coverage must be written on an occurrence basis in an amount not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

#### **1.3 AUTOMOBILE LIABILITY INSURANCE**

Required by Agency  Not required by Agency

Automobile Liability Insurance covering all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage.

### **SECTION 2: ADDITIONAL INSURED**

The Commercial General Liability insurance and Automobile Liability insurance required under this Agreement must include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to LOCAL GOVERNMENT's activities to be performed under this Agreement.

**SECTION 3: NOTICE OF CANCELLATION OR CHANGE**

LOCAL GOVERNMENT or its insurer shall provide at least 30 days' written notice to Agency before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverages. A failure to comply with the reporting provisions of this clause will constitute a LOCAL GOVERNMENT default under this Agreement and will be grounds for Agency's immediate termination of this Agreement.

**SECTION 4: CERTIFICATES AND PROOF OF INSURANCE**

LOCAL GOVERNMENT shall provide to Agency a Certificate of Insurance for each required insurance before commencing performance under this Agreement. All Certificates must specify that LOCAL GOVERNMENT shall pay for all deductibles, self-insured retention and self-insurance, if any, and that all coverage is primary and non-contributory with any other insurance and self-insurance, and confirm that either an extended reporting period of at least 24 months is provided on all claims made policies or that tail coverage is provided. Certificates for Commercial Liability insurance and Automobile Liability Insurance must list the State of Oregon, its officers, employees and agents as a Certificate Holder and as Additional Insured. As proof of insurance, Agency has the right to request copies of insurance policies relating to the insurance requirements in this Agreement.

**SECTION 5: "TAIL" COVERAGE**

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, LOCAL GOVERNMENT shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of (i) LOCAL GOVERNMENT's completion and Agency's acceptance of all work required under this Agreement, or (ii) the expiration of all warranty periods provided under this Agreement.

**SECTION 6: SELF-INSURANCE**

LOCAL GOVERNMENT may fulfill its insurance obligations herein through a program of self-insurance, provided that Agency's determines that LOCAL GOVERNMENT's self-insurance program complies with all applicable laws, and provides insurance coverage equivalent in both type and level of coverage to that required in this Exhibit B. LOCAL GOVERNMENT shall furnish an acceptable insurance certificate to Agency for any insurance coverage required by this Agreement that is fulfilled through self-insurance.

## EXHIBIT C - ADMINISTRATIVE SUMMARY

### LOCAL GOVERNMENT'S CONTACT INFORMATION:

**Project Manager:** Jeff Griffin, General Manager  
**Address:** Coast Guard Building  
390 1<sup>st</sup> St. SW  
Bandon, OR 97411  
**Telephone:** (541) 347-3206  
**Fax:** (541) 347-4645  
**Email:** [portmanager@portofbandon.com](mailto:portmanager@portofbandon.com)  
[admin@portofbandon.com](mailto:admin@portofbandon.com)

### AGENCY'S CONTACT INFORMATION:

**Project Manager:** M. James Lawonn  
**Address:** Oregon Department of Fish and Wildlife  
Avian Predation Coordinator  
4907 Third St.  
Tillamook, OR 97141  
**Telephone:** (503) 842-2741 x 18624  
**Email:** [matthew.j.lawonn@odfw.oregon.gov](mailto:matthew.j.lawonn@odfw.oregon.gov)

**Contracts Officer:** Patty Whalen  
**Address:** 4034 Fairview Industrial Drive SE  
Salem, OR 97302-1142  
**Telephone:** (503) 947-6138  
**Fax:** (503) 947-6156  
**Email:** [patty.l.whalen@odfw.oregon.gov](mailto:patty.l.whalen@odfw.oregon.gov)

**Accounts Payable:** Heather Archambault  
**Address:** 4034 Fairview Industrial Drive SE  
Salem, OR 97302-1142  
**Telephone:** (503) 947-6192  
**Fax:** (503) 947-6140  
**Email:** [heather.archambault@odfw.oregon.gov](mailto:heather.archambault@odfw.oregon.gov)